



September 14, 2009

VIA HAND DELIVERY

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

Re: *Deseret Generation & Transmission Co-operative, Inc.*,  
Docket No. ER09-\_\_\_\_\_

*Idaho Power Company*  
Docket No. ER09-\_\_\_\_\_

*NorthWestern Corporation*  
Docket No. ER09-\_\_\_\_\_

*PacifiCorp*  
Docket No. ER09-\_\_\_\_\_

*Portland General Electric Company*  
Docket No. ER09-\_\_\_\_\_

*Black Hills Power, Inc.*  
Docket No. ER09-\_\_\_\_\_

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act ("FPA"), 16 U.S.C. § 824d, and Part 35 of the regulations of the Federal Energy Regulatory Commission (the "Commission"), 18 C.F.R. Part 35, Deseret Generation & Transmission Co-operative, Inc. ("Deseret"), Idaho Power Company ("Idaho Power"), NorthWestern Corporation ("NorthWestern"), PacifiCorp ("PacifiCorp"), and Portland General Electric Company ("Portland General") (collectively, the "Applicants") hereby submit this filing to:

- (a) revise Attachment K of each of the Applicants' Open Access Transmission Tariff ("OATT(s)" or "Tariff(s)") to simplify the process for stakeholders to join the Northern Tier Transmission Group ("NTTG") Planning Committee; and

- (b) terminate the existing rate schedules on file with the Commission that contain the existing NTTG Planning Agreement.

In addition, Black Hills Power, Inc. (“Black Hills”) is participating in the filing solely to terminate its rate schedule corresponding to the existing NTTG Planning Agreement.

The Applicants are submitting this filing concurrently with their joint compliance filing pursuant to Section 206 of the FPA, 16 U.S.C. § 824e, and the “Order on Compliance Filings” issued by the Commission in *Idaho Power Company, et al.*, 128 FERC ¶ 61,064 (July 16, 2009) (“July 16 Order”). The Applicants’ compliance filing addresses all the Attachment K compliance matters directed by the Commission in the July 16 Order.<sup>1</sup> In the relevant part, the Applicants revised their tariff requirements for regional participation to clarify that membership in the NTTG Planning Committee is open to all stakeholders who are members of NTTG. As described below, this filing further supports the Applicants’ regional participation modifications by simplifying and streamlining the requirements for membership and participation in the NTTG Planning Committee.

The Applicants and Black Hills request an effective date of November 13, 2009.

## I. COMMUNICATIONS

Communications concerning this filing should be directed to the following representatives of the Applicants and Black Hills:

### Black Hills Power, Inc.

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<sup>1</sup> In the July 16 Order, the Commission required the Applicants to submit a further compliance filing revising their Attachment Ks to address the following planning principles: comparability, regional participation, economic planning studies, and cost allocation.

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September 14, 2009  
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Portland General Electric Company

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\*Designated to receive service in accordance with Section 385.2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.2010.

**II. DESCRIPTION OF THE PROPOSED SIMPLIFIED PLANNING AGREEMENT AND IMPLEMENTING REVISIONS TO ATTACHMENT K**

The Applicants own and operate transmission facilities within a portion of the Northwest and Mountain States and are subject to the FPA jurisdiction of the Commission. The Applicants have developed the collaborative sub-regional transmission planning process known as NTTG. Based on their experiences to date, the Applicants have identified several procedural modifications that improve and simplify the process for stakeholders to join the NTTG Planning Committee ("Planning Committee"). In summary, the Applicants propose to: (1) include a simplified version of the Planning Agreement within each of their respective OATs, which permits membership to become effective upon signing by the prospective member, rather than continue to use the current multiparty agreement that becomes effective upon acceptance for filing by the Commission each time a stakeholder is added, and (2) remove the \$500 annual fee assessment to signatories of the current Planning Agreement. Concurrent with the above changes, the Applicants and Black Hills propose to terminate the existing rate schedules that contain the existing Planning Agreement that has been accepted for filing by the Commission, as described in footnote 3 below.

A. *The Revised Planning Agreement*

1. *Simplified and Expedited Membership Process*

Today, the existing Planning Agreement is a multiparty agreement between the funding members of NTTG and each stakeholder that desires to be a voting member of the Planning Committee.<sup>2</sup> Eligible stakeholders may join the existing Planning Agreement by execution of its Exhibit C “Addendum Joining Additional Party.” Upon execution, all parties must then update Exhibit A, “Parties to the Northern Tier Planning Agreement,” and Exhibit B, “Planning Committee Contact Information,” and the jurisdictional parties must file revised rate schedules reflecting the updated exhibits.<sup>3</sup> This process, and particularly the filing obligation, imposes a burden on a new stakeholder seeking to become a voting member of the Planning Committee by delaying the effective date of membership until the Commission accepts the revised rate schedules for filing. This typically takes sixty days to process by the Commission, not including the time and expense that must be expended prior to filing to secure all requisite approvals and draft a transmittal letter explaining the acceptance that is sought.

From a more functional perspective, the Planning Committee has also discovered that the delayed membership may preclude a stakeholder from timely submitting an economic study request as part of the NTTG planning process. Only voting members of the Planning Committee may vote and submit economic study requests, and economic study requests must be submitted during specific windows in the planning process. Given the regulatory timeline set out above, a window may close before the Applicants can make the required filing and the Commission can act on the filing.

In place of today’s multiparty Planning Agreement, the Applicants propose that each of them include a simplified, *pro forma* Planning Agreement as an exhibit to Attachment K of its respective OATT. A stakeholder seeking to become a voting member of the Planning Committee need only sign one *pro forma* Planning Agreement with any of the NTTG funding members who has the *pro forma* Planning Agreement in its OATT. There is no significance with regard to which Applicant’s *pro forma* Planning Agreement is signed other than the stakeholder must return the executed Planning Agreement to that transmission provider. The Planning Committee Charter provides that the transmission provider will notify the Chair of the Planning

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<sup>2</sup> The funding members of NTTG are Deseret, Idaho Power, NorthWestern, PacifiCorp and Portland General. In addition to the funding members of NTTG, the Planning Committee membership includes Black Hills, TransCanada Energy, Horizon Wind Energy, and Basin Electric Power Cooperative.

<sup>3</sup> The NTTG Planning Agreement has been accepted for filing by the Commission in two separate orders issued on July 17, 2008 (with respect to Black Hills, Deseret, Idaho Power, NorthWestern, and PacifiCorp) *Idaho Power Company, et al.*, 124 FERC ¶ 61,053 (July 17, 2008) (“July 17 Order”) and October 16, 2008 (with respect to Portland General), *Portland General Electric Company*, 125 FERC ¶ 61,067 (October 16, 2008). The Commission accepted the NTTG Planning Agreement for filing, subject to certain limited modifications to Section 11 (dispute resolution). The Commission subsequently accepted this modification in *Idaho Power Company, et al.*, 128 FERC ¶ 61,064 (July 16, 2009) while requiring the Applicants to make an additional compliance filing regarding their Attachment Ks.

Committee who will cause NTTG to maintain a list on its website that identifies every stakeholder that has signed the *pro forma* Planning Agreement. The Planning Committee Charter further provides that the Planning Committee operates as a single body of all participating stakeholders, with the decision-makers being the subset composed of each signatory of a *pro forma* Planning Agreement and each signatory of the NTTG Funding Agreement.

Since the Planning Agreement as proposed will be a *pro forma* agreement contained within the OATT as contemplated in 18 C.F.R. §§ 35.1(g) and 35.10a (2009), upon receipt of an executed Planning Agreement, the stakeholder can automatically become a voting member of the Planning Committee and may immediately vote, immediately submit an economic study request, and otherwise engage in all activities as a voting member of the Planning Committee. That transmission provider will notify the Commission of the execution of a new *pro forma* Planning Agreement through the Electronic Quarterly Reports rather than through the submission of separate amendments to a rate schedule as has been the practice to date.

## *2. The Planning Agreement has been Streamlined*

The Applicants have discovered that Planning Committee operations are currently explained, in varying degrees, in the Planning Agreement, the Planning Committee Charter and each of the Applicants' Attachment Ks. To minimize the risk of inconsistencies and streamline the Planning Agreement, Applicants believe that a number of provisions should be moved to the Planning Committee Charter. This enables the Planning Agreement to be the document that formally identifies a stakeholder that is willing to become a voting member of the Planning Committee, and enables the Planning Committee Charter to be the document that fully explains the functions of the Planning Committee. As explained below, the Applicants are proposing to modify their Attachment Ks so that they more clearly point stakeholders to the Planning Committee Charter, and more clearly identify the information that is contained within the Charter.

The Applicants propose to clarify the eligibility requirements for signing the Planning Agreement, and consolidate those requirements in the Planning Committee Charter, thereby eliminating a potential inconsistency.<sup>4</sup> The revised Planning Agreement clarifies the responsibilities of its signatories.<sup>5</sup> To further simplify the Planning Agreement, the Applicants propose to move some of the preexisting requirements regarding the Planning Committee's operating structure and budget into the Planning Committee Charter. Finally, the Applicants propose moving the dispute resolution provisions from the Planning Agreement and NTTG Planning Committee Charter to the Applicants' Attachment Ks. This consolidation is not intended to modify the substance of the process.

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<sup>4</sup> In part, the preexisting NTTG Planning Agreement limited membership to a party that is engaged in the purchase or sale of electric transmission service in interstate commerce within the NTTG footprint. NTTG Planning Agreement at Section 2.1. The NTTG Planning Committee Charter includes broader criteria for membership by also allowing those parties intending to engage in the specified activities. Planning Committee Charter at 3.

<sup>5</sup> Revised NTTG Planning Agreement at Section 2.

### *3. Removal of the \$500 Annual Fee*

Another significant benefit to Applicants' instant proposal is that the revised Planning Agreement no longer imposes an annual administrative fee on those stakeholders that sign the Planning Agreement. Under the existing Planning Agreement, the members of the Planning Committee are assessed a \$500 annual fee for administrative costs. Instead, except as otherwise stated, the activities of the Planning Committee will be funded in accordance with the NTTG Funding Agreement.<sup>6</sup> Even though the existing Planning Agreement is being terminated early, Applicants propose that the fee collected to date will not be refunded as it has been expended to address the costs associated with the members' participation in the Planning Committee.

#### *B. Incorporation of NTTG Planning Agreement into Attachment K*

In order to incorporate the revised Planning Agreement into Attachment K of their OATTs and to make it easier for stakeholders to understand the sub-regional planning process and the role of the Planning Committee, the Applicants propose to revise the language in the "Stakeholder Participation" section of their Attachment Ks' sub-regional planning process<sup>7</sup> as follows:

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 [http://nttg.biz/site/index.php?option=com\\_content &task=view&id=13&Itemid=85](http://nttg.biz/site/index.php?option=com_content&task=view&id=13&Itemid=85).

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<sup>6</sup> July 17 Order at P 12.

<sup>7</sup> Deseret Attachment K, Part B, section 3.1; Idaho Power Attachment K, section 14.1; NorthWestern Attachment K, section 3.3; PacifiCorp Attachment K, section 3.4.1; and Portland General Attachment K, section 14.

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, sub-regional planning data by members. Members of NTTG are required to execute standard non-disclosure agreements before sub-regional transmission planning data are released.

This proposed modification would be subject to the Commission's acceptance of the proposed changes to the Applicants' respective Attachment Ks submitted in their compliance filing on September 14, 2009.

### **III. TERMINATION OF RATE SCHEDULES**

Pursuant to section 35.15 of the regulations of the Commission, 18 C.F.R. § 35.15, the Applicants and Black Hills are cancelling their respective rate schedules containing the NTTG Planning Agreement.<sup>8</sup> As described above and in Section IV below, by incorporating the NTTG Planning Agreement into each of the jurisdictional entities' respective Attachment K provisions, there is no need for a separate rate schedule.

A notice of termination for each rate schedule on file with the Commission is attached to this transmittal letter. Each of the Applicants and Black Hills request an effective date of November 13, 2009 for the termination.

The parties to the NTTG Planning Agreement have consented to the cancellation of the NTTG Planning Agreement, effective upon the Commission's acceptance of the cancellation, and understand that they will have to execute one of the revised NTTG Planning Agreements following the incorporation into Attachment K, as discussed further below (Section IV.F).

### **IV. ADDITIONAL INFORMATION RELATED TO COMPLIANCE FILING**

The Applicants and Black Hills submit the following additional information in conjunction with their compliance filing:

#### *A. List of Documents Submitted with this Filing*

Pursuant to this joint filing, each Applicant is hereby submitting three attachments, each of which is described in detail below. As explained above, Black Hills is only submitting one

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<sup>8</sup> The terminated rate schedules are the following: Deseret, Rate Schedule FERC No. 23 in Docket Nos. OA08-54-000, OA08-54-001, OA08-54-002, OA08-54-004, ER09-229-000; Idaho Power, Rate Schedule FERC No. 150 in Docket Nos. OA08-55-000, OA08-55-001, OA08-55-002, OA08-55-004, ER09-230-000; NorthWestern, Rate Schedule FERC No. 251 in Docket Nos. OA08-56-000, OA08-56-001, OA08-56-002, OA08-56-004, ER09-231-000; PacifiCorp, Rate Schedule FERC No. 610 in Docket Nos. OA08-57-000, OA08-57-001, OA08-57-002, OA08-57-004, ER09-232-000; Black Hills, Rate Schedule FERC No. 35 in Docket Nos. OA08-99-000, OA08-99-001, OA08-99-002, ER09-233-000; Portland General, Rate Schedule FERC No. 16 in Docket No. OA08-118-000, OA08-118-001, ER09-234-000.



attachment, the Notice of Cancellation of its Rate Schedule FERC No. 35. Finally, all parties to the filing are submitting a fourth attachment, the Agreement to Terminate NTTG Planning Agreement. In accordance with Commission Rule 35.7, 18 C.F.R. § 35.7, this filing consists of six copies of a document package that includes this transmittal letter, together with the following 17 attachments:

*On behalf of Black Hills:*

**Attachment 1:** Notice of Cancellation of Rate Schedule FERC No. 35

*On behalf of Deseret:*

**Attachment 2:** Notice of Cancellation of Rate Schedule FERC No. 23

**Attachment 3:** Clean First Revised Sheet No. 171Q (Superseding Sub. Original Sheet No. 171Q), First Revised Sheet No. 171R (Superseding Sub. Original Sheet No. 171R), Original Sheet No. 171R.01, and Original Sheet Nos. 171X through 171Z of Deseret FERC Electric Tariff - Third Revised Volume No. 2.

**Attachment 4:** Black-Lined First Revised Sheet No. 171Q (Superseding Sub. Original Sheet No. 171Q), First Revised Sheet No. 171R (Superseding Sub. Original Sheet No. 171R), Original Sheet No. 171R.01, and Original Sheet Nos. 171X through 171Z of Deseret FERC Electric Tariff - Third Revised Volume No. 2.

*On behalf of Idaho Power:*

**Attachment 5:** Notice of Cancellation of Rate Schedule FERC No. 150

**Attachment 6:** Clean First Revised Sheet No. 132N (Superseding 2nd Sub Original Sheet No. 132N); Original Sheet No. 132Na; First Revised Sheet No. 132O (Superseding 2nd Sub Original Sheet No. 132O); Original Sheet No. 132O.01; First Revised Sheet No. 132P (Superseding 2nd Sub Original Sheet No. 132P); and Original Sheet Nos. 132T through 132V of Idaho Power Company FERC Electric Tariff, First Revised Volume No. 6.

**Attachment 7:** Black-Lined First Revised Sheet No. 132N (Superseding 2nd Sub Original Sheet No. 132N); Original Sheet No. 132Na; First Revised Sheet No. 132O (Superseding 2nd Sub Original Sheet No. 132O); Original Sheet No. 132O.01; First Revised Sheet No. 132P (Superseding 2nd Sub Original Sheet No. 132P); and Original Sheet Nos. 132T through 132V of Idaho Power Company FERC Electric Tariff, First Revised Volume No. 6.

*On behalf of NorthWestern:*

- Attachment 8:** Notice of Cancellation of Rate Schedule FERC No. 251
- Attachment 9:** Clean First Revised Sheet No. 121V Superseding Substitute Original Sheet No. 121V; First Revised Sheet No. 121V.01 Superseding Original Sheet No. 121V.01; First Revised Sheet No. 121W Superseding Substitute Original Sheet No. 121W; First Revised Sheet No. 121W.01 Superseding Original Sheet No. 121W.01; and Original Sheet Nos. 121AB through 121 AD of NorthWestern Corporation FERC Electric Tariff, Seventh Revised Volume No. 5 (MT)
- Attachment 10:** Black-Lined First Revised Sheet No. 121V Superseding Substitute Original Sheet No. 121V; First Revised Sheet No. 121V.01 Superseding Original Sheet No. 121V.01; First Revised Sheet No. 121W Superseding Substitute Original Sheet No. 121W; First Revised Sheet No. 121W.01 Superseding Original Sheet No. 121W.01; and Original Sheet Nos. 121AB through 121 AD of NorthWestern Corporation FERC Electric Tariff, Seventh Revised Volume No. 5 (MT)

*On behalf of PacifiCorp:*

- Attachment 11:** Notice of Cancellation of Rate Schedule FERC No. 610
- Attachment 12:** Clean First Revised Sheet No. 346W.01 Superseding Original Sheet No. 346W.01; First Revised Sheet No. 346Y Superseding Substitute Original Sheet No. 346Y; First Revised Sheet No. 346Y.01 Superseding Original Sheet No. 346Y.01; Original Sheet No. 346 Y.02; First Revised Sheet No. 346Z Superseding Substitute Original Sheet No.346Z; and Original Sheet Nos. 346EE through 346HH of PacifiCorp's Open Access Transmission Tariff, Seventh Revised Volume No. 11
- Attachment 13:** Black-Lined First Revised Sheet No. 346W.01 Superseding Original Sheet No. 346W.01; First Revised Sheet No. 346Y Superseding Substitute Original Sheet No. 346Y; First Revised Sheet No. 346Y.01 Superseding Original Sheet No. 346Y.01; Original Sheet No. 346 Y.02; First Revised Sheet No. 346Z Superseding Substitute Original Sheet No.346Z; and Original Sheet Nos. 346EE through 346HH of PacifiCorp's Open Access Transmission Tariff, Seventh Revised Volume No. 11

*On behalf of Portland General:*

**Attachment 14:** Notice of Cancellation of Rate Schedule FERC No. 16

**Attachment 15:** Clean Second Revised Sheet No. 210AA.01 Superseding First Revised Sheet No 210AA.01; First Revised Sheet No. 210BB.01 Superseding Original Sheet No 210BB.01; Second Revised Sheet No. 210CC Superseding Substitute First Revised Sheet No. 210CC; Second Revised Sheet No. 210HH Superseding First Revised Sheet No. 210HH; Second Revised Sheet No. 210II Superseding First Revised Sheet No. 210II; Second Revised Sheet No. 210JJ Superseding First Revised Sheet No. 210JJ; and Second Revised Sheet No. 210KK Superseding First Revised Sheet No. 210KK of Portland General Electric Company FERC Electric Tariff, Third Revised Volume No. 8.

**Attachment 16:** Black-Lined Second Revised Sheet No. 210AA.01 Superseding First Revised Sheet No 210AA.01; First Revised Sheet No. 210BB.01 Superseding Original Sheet No 210BB.01; Second Revised Sheet No. 210CC Superseding Substitute First Revised Sheet No. 210CC; Second Revised Sheet No. 210HH Superseding First Revised Sheet No. 210HH; Second Revised Sheet No. 210II Superseding First Revised Sheet No. 210II; Second Revised Sheet No. 210JJ Superseding First Revised Sheet No. 210JJ; and Second Revised Sheet No. 210KK Superseding First Revised Sheet No. 210KK of Portland General Electric Company FERC Electric Tariff, Third Revised Volume No. 8.

*On Behalf of All Parties:*

**Attachment 17:** Agreement to Terminate NTTG Planning Agreement

*B. Effective Date*

Pursuant to 18 C.F.R. § 35.15(a), each party is required to notify the Commission of the proposed rate schedule termination at least sixty days but no more than one hundred-twenty days prior to the date such termination is proposed to take effect. Here, the Applicants request that the aforementioned rate schedules be terminated on the same date that the revisions to Attachment K, discussed above, become effective, November 13, 2009.

*C. The Names and Addresses of the Persons to Whom a Copy of the Rate Change Has Been Mailed*

Copies of this filing have been sent to those entities on the official service lists for each of the dockets set forth in footnotes 3 and 8; to each signatory to the NTTG Planning Agreement; and to the state public utility commission representatives participating in the NTTG Planning Committee.

*D. Brief Description of the Rate Change*

As set out in greater detail above, the changes submitted in this filing include: 1) the termination of the individual rate schedules that contain the NTTG Planning Agreement, 2) the incorporation of the revised NTTG Planning Agreement into the Applicants' respective Attachment Ks, and 3) the modification of the Applicants' respective Attachment Ks to maintain consistency with the revised NTTG Planning Agreement.

*E. Statement of Reasons for the Rate Change*

The proposed modifications, as set out in greater detail above, clarify the requirements associated with membership in NTTG, improve the operational efficiency of NTTG, and simplify the process by which any stakeholder may join the NTTG Planning Committee.

*F. A Showing That All Requisite Agreements Have Been Obtained*

The Applicants and Black Hills have included the executed Agreement to Terminate NTTG Planning Agreement to demonstrate that all parties have provided the requisite mutual written consent to termination of the NTTG Planning Agreement.

*G. Statement of Test Period Costs Alleged or Judged to Be Illegal, Duplicative, or Unnecessary Costs That Are Demonstrably the Product of Discriminatory Employment Practices*

None.

*H. Table or Statement Comparing Sales and Services and Revenues from Sales and Services Under the Rate Schedule to Be Superseded or Supplemented and Under the Rate Schedule Change*

By cancelling the respective rate schedules, the new NTTG Planning Agreement will no longer require the assessment and collection of a fee.



Ms. Kimberly D. Bose  
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PACIFICORP

By \_\_\_\_\_  
                  /s/  
                  Ryan Flynn  
                  Attorney for PacifiCorp

PORTLAND GENERAL ELECTRIC  
COMPANY

By \_\_\_\_\_  
                  /s/  
                  Cece L. Coleman  
                  Attorney for Portland General  
                  Electric Company

**Attachment 1**

**Notice of Cancellation of Rate Schedule FERC No. 35**

**Black Hills Power, Inc. Rate Schedule FERC No. 35**

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

**Black Hills Power, Inc.**

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**Docket No. ER09-\_\_\_\_\_**

**NOTICE OF CANCELLATION OF  
FERC RATE SCHEDULE**

Notice is hereby given that effective the 13th day of November, 2009, Rate Schedule F.E.R.C. No. 35, effective date December 7, 2007 and filed with the Federal Energy Regulatory Commission by Black Hills Power, Inc., is to be cancelled.

Notice of the proposed cancellation has been served upon all parties to the rate schedule: Basin Electric Power Cooperative, Black Hills Power, Inc., Deseret Generation & Transmission Co-operative, Inc., Horizon Wind Energy, Idaho Power Company, NorthWestern Corporation, PacifiCorp, Portland General Electric Company, TransCanada Energy, and Utah Associated Municipal Power Systems. In addition, notice of the proposed cancellation has been served upon all the state public utility commission representatives participating in the NTTG Planning Committee: Lee Beyer, Ric Campbell, Larry Nordell, Steve Oxley, and Ken Toole.

This rate schedule is being cancelled because the provisions of the rate schedule approved in Docket Nos. OA08-43-000, OA08-99-000, OA08-99-001, OA08-99-002, and ER09-233-000 are being replaced by the entities funding the Northern Tier Transmission Group.

/s/

\_\_\_\_\_  
Director, Transmission Services  
Black Hills Power, Inc.

Dated: September 14, 2009



Black Hills Power, Inc.  
FERC Rate Schedule No. 35

First Revised Sheet No. 1  
Superseding Original Sheet No. 1

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Cancellation of FERC Electric Rate Schedule No. 35

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Issued by: Vance Crocker, Director, Transmission Services    Effective: November 13, 2009  
Issued on: September 14, 2009

**Attachment 2**

**Notice of Cancellation of Rate Schedule FERC No. 23**

**Deseret Generation & Transmission Co-operative, Inc. Rate  
Schedule FERC No. 23**



Deseret Generation & Transmission Co-operative, Inc.  
FERC Rate Schedule No. 23

First Revised Sheet No. 1  
Superseding Original Sheet No. 1

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Cancellation of FERC Electric Rate Schedule No. 23

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Issued by: James Tucker  
Director of Transmission Services  
Issued on: September 14, 2009

Effective: November 13, 2009

**Attachment 3**

**Clean First Revised Sheet No. 171Q (Superseding Sub. Original Sheet No. 171Q), First Revised Sheet No. 171R (Superseding Sub. Original Sheet No. 171R), Original Sheet No. 171R.01, and Original Sheet Nos. 171X through 171Z of Deseret FERC Electric Tariff - Third Revised Volume No. 2**

Filing Utility: Deseret Generation & Transmission Co-operative, Inc.

Other Utilities

Rendering Service: Idaho Power Company  
NorthWestern Corporation  
PacifiCorp  
Portland General Electric Company

Description: Clean First Revised Sheet No. 171Q (Superseding Sub. Original Sheet No. 171Q), First Revised Sheet No. 171R (Superseding Sub. Original Sheet No. 171R), Original Sheet No. 171R.01, and Original Sheet Nos. 171X through 171Z of Deseret FERC Electric Tariff - Third Revised Volume No. 2

### 3. Stakeholder Participation

- 3.1 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 [http://nttg.biz/site/index.php?option=com\\_content &task=view&id=13&Itemid=85](http://nttg.biz/site/index.php?option=com_content&task=view&id=13&Itemid=85). 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, sub-regional planning data by members. Members of NTTG are required to execute standard non-disclosure agreements before sub-regional transmission planning data are released.

- 3.2 Any stakeholder may comment on NTTG study criteria, assumptions, or results at their discretion either through direct participation in NTTG or indirectly by submitting comments to Transmission Provider to be evaluated and consolidated with Transmission Provider's comments on the sub-regional plan, criteria, and assumptions. The biennial planning process identifies when stakeholders have the opportunity to provide input into the elements of the sub-regional plan

Issued By: **James Tucker**  
**Director of Transmission Services**

**Effective: November 13, 2009**

Issued On: **September 14, 2009**

- 4.3 NTTG will cluster and study Economic Study Requests together 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 the NTTG that the Economic Study Requests are geographically and electrically similar, and can be feasibly and meaningfully studied as a group.
  - 4.4 For an Economic Study Request to be considered by NTTG, Eligible Customers and stakeholders must submit all Economic Study Requests to the Transmission Provider pursuant to Part A, Section 6 of this Attachment K or directly to another transmission provider that is a party to the NTTG Funding Agreement.
  - 4.5 All Economic Study Requests received by the Transmission Provider will be categorized pursuant to Part A, Section 6.3 of this Attachment K. For an Economic Study Request to be considered by NTTG, the Eligible Customer or stakeholder making such request shall be a member of the NTTG planning committee.
5. Dispute Resolution
- 5.1 Transmission Provider, signatories to the Planning Agreement, and Eligible Customers and stakeholders that participate in the sub-regional planning process shall utilize the dispute resolution process set forth in this Part B, Section 5 to resolve disputes related: to the integration of Transmission Provider's Local Transmission Plan with the sub-regional expansion plan and associated cost allocation; to enforce compliance with the NTTG sub-regional study process; and to challenge a decision within a milestone document.

**Issued By: James Tucker**  
**Director of Transmission Services**

**Effective: November 13, 2009**

**Issued On: September 14, 2009**



5.2 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.

5.3 To facilitate the completion of the sub-regional transmission plan, disputes over any matter shall be raised timely; provided, however, in no case shall a dispute under this Part B, Section 5 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 Part B, Section 5 shall restrict the rights of any entity to file a complaint with the Commission under relevant provisions of the Federal Power Act

Issued By: James Tucker  
Director of Transmission Services

Effective: November 13, 2009

Issued On: September 14, 2009



## 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-regional transmission plan for the Northern Tier footprint,<sup>1</sup> and coordinating the transmission plan and its development with other sub-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:

---

<sup>1</sup> 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.

**Issued By:** James Tucker  
Director of Transmission Services

**Effective:** November 13, 2009

**Issued On:** September 14, 2009

### **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:

a. 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,

b. Be bound by the decisions of the Steering Committee and the Planning Committee, and/or resolve disputes according to the process set forth in Part B, section 5 of Attachment K;

c. The extent practicable, provide support from internal resources to achieve the purpose of the Planning Committee Charter;

d. Bear its own costs and expenses associated with participation in and support of the Planning Committee;

e. 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

f. 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.

Issued By: **James Tucker**  
**Director of Transmission Services**

**Effective: November 13, 2009**

Issued On: **September 14, 2009**

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)

\_\_\_\_\_  
(Signature) (Name of Company or Organization) (Phone)

\_\_\_\_\_  
(Print Signature) (Street Address) (Fax)

\_\_\_\_\_  
(Title) (City, State, Zip Code) (Email)

Issued By: James Tucker  
Director of Transmission Services

Effective: November 13, 2009

Issued On: September 14, 2009

**Attachment 4**

**Black-Lined First Revised Sheet No. 171Q (Superseding Sub. Original Sheet No. 171Q),  
First Revised Sheet No. 171R (Superseding Sub. Original Sheet No. 171R), Original Sheet  
No. 171R.01, and Original Sheet Nos. 171X through 171Z of Deseret FERC Electric Tariff -  
Third Revised Volume No. 2**

Filing Utility: Deseret Generation & Transmission Co-operative, Inc.

Other Utilities

Rendering Service: Idaho Power Company  
NorthWestern Corporation  
PacifiCorp  
Portland General Electric Company

Description: Black-Lined First Revised Sheet No. 171Q (Superseding Sub. Original Sheet No. 171Q), First Revised Sheet No. 171R (Superseding Sub. Original Sheet No. 171R), Original Sheet No. 171R.01, and Original Sheet Nos. 171X through 171Z of Deseret FERC Electric Tariff - Third Revised Volume No. 2

### 3. Stakeholder Participation

- 3.1 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~~ 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 [http://nttg.biz/site/index.php?option=com\\_content&task=view&id=13&Itemid=85](http://nttg.biz/site/index.php?option=com_content&task=view&id=13&Itemid=85). 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, sub-regional planning data by members. Members of NTTG are required to execute standard non-disclosure agreements before sub-regional transmission planning data are released.

- 3.2 Any stakeholder may comment on NTTG study criteria, assumptions, or results at their discretion either through direct participation in NTTG or indirectly by submitting comments to Transmission Provider to be evaluated and consolidated with Transmission Provider's comments on the sub-regional plan, criteria, and assumptions. The biennial planning process identifies when stakeholders have the opportunity to provide input into the elements of the sub-regional plan

**Issued By:** James Tucker  
Director of Transmission Services

**Effective:** ~~December 7, 2007~~ November 13, 2009

**Issued On:** September 14, 2009

- 4.3 NTTG will cluster and study Economic Study Requests together 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 the NTTG that the Economic Study Requests are geographically and electrically similar, and can be feasibly and meaningfully studied as a group.
- 4.4 For an Economic Study Request to be considered by NTTG, Eligible Customers and stakeholders must submit all Economic Study Requests to the Transmission Provider pursuant to Part A, Section 6 of this Attachment K or directly to another transmission provider that is a party to the NTTG Funding Agreement.
- 4.5 All Economic Study Requests received by the Transmission Provider will be categorized pursuant to Part A, Section 6.3 of this Attachment K. For an Economic Study Request to be considered by NTTG, the Eligible Customer or stakeholder making such request shall be a member of the NTTG planning committee.

## 5. Dispute Resolution

- 5.1 Transmission Provider, signatories to the Planning Agreement, and Eligible Customers and stakeholders that participate in the sub-regional planning process shall utilize the dispute resolution process set forth in this Part B, Section 5 to resolve disputes related: to the integration of Transmission Provider's Local Transmission Plan with the sub-regional expansion plan and associated cost allocation; to enforce compliance with the NTTG sub-regional study process; and to challenge a decision within a milestone document.

~~Transmission Provider will participate in the NTTG planning agreement dispute resolution process to resolve disputes related to the integration of Transmission Provider's Local Transmission Plan with the sub-regional expansion plan and associated cost allocation. The NTTG planning agreement dispute resolution process may also be initiated, *inter alia*, to enforce compliance with the NTTG sub-regional study process, or to challenge a decision within a milestone document. Eligible Customers and stakeholders that seek to participate in the sub-regional planning process are expected to participate in the NTTG planning committee and utilize the NTTG planning agreement dispute resolution process. For the avoidance of doubt, the dispute resolution process set out in Section 11 of the NTTG planning agreement accommodates disputes raised by WECC members and non-WECC members alike. To facilitate the completion of the sub-regional transmission plan, disputes over any matter shall be raised timely; provided, however, in no case shall a dispute under this section Part B, section 5 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 Part B, section 5 shall restrict the rights of any party to file a complaint with the Commission under relevant provisions of the Federal Power Act.~~

**Issued By:** James Tucker  
Director of Transmission Services

**Effective:** ~~December 7, 2007~~ November 13, 2009

**Issued On:** September 14, 2009



5.2 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.

5.3 To facilitate the completion of the sub-regional transmission plan, disputes over any matter shall be raised timely; provided, however, in no case shall a dispute under this Part B, Section 5 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 Part B, Section 5 shall restrict the rights of any entity to file a complaint with the Commission under relevant provisions of the Federal Power Act



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-regional transmission plan for the Northern Tier footprint,<sup>1</sup> and coordinating the transmission plan and its development with other sub-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:

---

<sup>1</sup> 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.

Issued By: James Tucker  
Director of Transmission Services

Effective: November 13, 2009

Issued On: September 14, 2009

### 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:

a. 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,

b. Be bound by the decisions of the Steering Committee and the Planning Committee, and/or resolve disputes according to the process set forth in Part B, section 5 of Attachment K;

c. The extent practicable, provide support from internal resources to achieve the purpose of the Planning Committee Charter;

d. Bear its own costs and expenses associated with participation in and support of the Planning Committee;

e. 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

f. 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.

Issued By: James Tucker  
Director of Transmission Services

Effective: November 13, 2009

Issued On: September 14, 2009

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)

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name of Company or Organization) \_\_\_\_\_ (Phone)

\_\_\_\_\_ (Print Signature) \_\_\_\_\_ (Street Address) \_\_\_\_\_ (Fax)

\_\_\_\_\_ (Title) \_\_\_\_\_ (City, State, Zip Code) \_\_\_\_\_ (Email)

Issued By: James Tucker Effective: November 13, 2009  
Director of Transmission Services

Issued On: September 14, 2009

**Attachment 5**

**Notice of Cancellation of Rate Schedule FERC No. 150**

**Idaho Power Company Rate Schedule FERC No. 150**

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

**Idaho Power Company**

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**Docket No. ER09-\_\_\_\_\_**

**NOTICE OF CANCELLATION OF  
FERC RATE SCHEDULE**

Notice is hereby given that effective the 13th day of November, 2009, Rate Schedule F.E.R.C. No. 150, effective date December 7, 2007 and filed with the Federal Energy Regulatory Commission by Idaho Power Company, is to be cancelled.

Notice of the proposed cancellation has been served upon all parties to the rate schedule: Basin Electric Power Cooperative, Black Hills Power, Inc., Deseret Generation & Transmission Co-operative, Inc., Horizon Wind Energy, Idaho Power Company, NorthWestern Corporation, PacifiCorp, Portland General Electric Company, TransCanada Energy, and Utah Associated Municipal Power Systems. In addition, notice of the proposed cancellation has been served upon all the state public utility commission representatives participating in the NTTG Planning Committee: Lee Beyer, Ric Campbell, Larry Nordell, Steve Oxley, and Ken Toole.

This rate schedule is being cancelled because the provisions of the rate schedule approved in Docket Nos. OA08-23-000; OA08-55-000, OA08-55-001, OA08-55-002, OA08-55-004, and ER09-230-000 are being transferred to attachment K of the OATT.

/s/

\_\_\_\_\_  
Manager, Grid Operations  
Idaho Power Company

Dated: September 14, 2009

Idaho Power Company  
FERC Rate Schedule No. 150

First Revised Sheet No. 1  
Superseding Original Sheet No. 1

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Cancellation of FERC Electric Rate Schedule No. 150

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Issued by: Rich Bauer, Manager, Grid Operations  
Issued on: September 14, 2009

Effective: November 13, 2009

## **Attachment 6**

**Clean First Revised Sheet No. 132N (Superseding 2nd Sub Original Sheet No. 132N); Original Sheet No. 132Na; First Revised Sheet No. 132O (Superseding 2nd Sub Original Sheet No. 132O); Original Sheet No. 132O.01; First Revised Sheet No. 132P (Superseding 2nd Sub Original Sheet No. 132P); and Original Sheet Nos. 132T through 132V of Idaho Power Company FERC Electric Tariff, First Revised Volume No. 6**



Filing Utility: Idaho Power Company

Other Utilities

Rendering Service: Deseret Generation & Transmission Co-operative, Inc.  
NorthWestern Corporation  
PacifiCorp  
Portland General Electric Company

Description: Clean First Revised Sheet No. 132N (Superseding 2nd Sub Original Sheet No. 132N); Original Sheet No. 132Na; First Revised Sheet No. 132O (Superseding 2nd Sub Original Sheet No. 132O); Original Sheet No. 132O.01; First Revised Sheet No. 132P (Superseding 2nd Sub Original Sheet No. 132P); and Original Sheet Nos. 132T through 132V of Idaho Power Company FERC Electric Tariff, First Revised Volume No. 6

Quarter 7: Facilitate stakeholder process for review and comment on the plan. Document and consider simultaneous feasibility of identified projects, cost allocation recommendations, and stakeholder comments.

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

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

### 13. Stakeholder Participation

14.1 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 [http://nttg.biz/site/index.php?option=com\\_content&task=view&id=13&Itemid=85](http://nttg.biz/site/index.php?option=com_content&task=view&id=13&Itemid=85). 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, sub-regional planning data by members. Members of NTTG are required to execute standard non-disclosure agreements before sub-regional transmission planning data are released.

- 14.2 Any stakeholder may comment on NTTG study criteria, assumptions, or results at their discretion either through direct participation in NTTG or indirectly by submitting comments to Transmission Provider to be evaluated and consolidated with Transmission Provider's comments on the sub-regional plan, criteria, and assumptions. The biennial planning process identifies when stakeholders have the opportunity to provide input into the elements of the sub-regional plan.

- pursuant to Economic Study Requests will address those requests submitted to member Transmission Providers that are categorized as Sub-Regional or Regional Economic Study Requests pursuant to Section 7 of this Attachment K. NTTG may submit regional Economic Study Requests to the WECC pursuant to the NTTG and WECC processes.
- 15.2 Within each study cycle, any Eligible Customer or stakeholder may make additional Economic Study Requests, or Economic Study Requests that were not prioritized for completion by NTTG, with such requests 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 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.
- 15.3 NTTG will cluster and study together Economic Study Requests 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 the NTTG that the Economic Study Requests are geographically and electrically similar, and can be feasibly and meaningfully studied as a group.
- 15.4 For an Economic Study Request to be considered by NTTG, Eligible Customers and stakeholders must submit all Economic Study Requests to the Transmission Provider pursuant to Section 7 of this Attachment K or directly to another transmission provider that is a party to the NTTG Funding Agreement.
- 15.5 All Economic Study Requests received by the Transmission Provider will be categorized pursuant to Section 7.3 of this Attachment K. For an Economic Study Request to be considered by NTTG, the Eligible Customer or stakeholder making such request shall be a member of the NTTG planning committee.
16. Dispute Resolution
- 16.1 Transmission Provider, signatories to the Planning Agreement, and Eligible Customers and stakeholders that participate in the sub-regional planning process shall utilize the dispute resolution process set forth in this Section 16 to resolve disputes related: to the integration of Transmission Provider's Local Transmission Plan with the sub-regional expansion plan and associated cost allocation; to enforce compliance with the NTTG sub-regional study process; and to challenge a decision within a milestone document.
- 16.2 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.

- 16.3 To facilitate the completion of the sub-regional transmission plan, disputes over any matter shall be raised timely; provided, however, in no case shall a dispute under this Section 16 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 16 shall restrict the rights of any entity to file a complaint with the Commission under relevant provisions of the Federal Power Act.

## 17. Cost Allocation

The following approach will be utilized to allocate costs for those projects included in the NTTG sub-regional plan, based on the following principles:

- 17.1 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:
  - 17.1.1 Announce and solicit interest in the project through informational meetings, its website and/or other means of dissemination as appropriate.
  - 17.1.2 Schedule meeting(s) with stakeholders and/or public utility commission staff.
  - 17.1.3 Post information about the proposed project on OASIS.
  - 17.1.4 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.
- 17.2 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.
- 17.3 Coordination within 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 sub-regional plan projects to the NTTG Cost Allocation Committee and process, and ultimately the NTTG Steering Committee for approval. This



## 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-regional transmission plan for the Northern Tier footprint,<sup>1</sup> and coordinating the transmission plan and its development with other sub-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:

---

<sup>1</sup> 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.



**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:

a. 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,

b. 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 16 of Attachment K;

c. The extent practicable, provide support from internal resources to achieve the purpose of the Planning Committee Charter;

d. Bear its own costs and expenses associated with participation in and support of the Planning Committee;

e. 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

f. 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)

_____ (Signature)	_____ (Name of Company or Organization)	_____ (Phone)
_____ (Print Signature)	_____ (Street Address)	_____ (Fax)
_____ (Title)	_____ (City, State, Zip Code)	_____ (Email)

**Attachment 7**

**Black-Lined First Revised Sheet No. 132N (Superseding 2nd Sub Original Sheet No. 132N); Original Sheet No. 132Na; First Revised Sheet No. 132O (Superseding 2nd Sub Original Sheet No. 132O); Original Sheet No. 132O.01; First Revised Sheet No. 132P (Superseding 2nd Sub Original Sheet No. 132P); and Original Sheet Nos. 132T through 132V of Idaho Power Company FERC Electric Tariff, First Revised Volume No. 6**

Filing Utility: Idaho Power Company

Other Utilities

Rendering Service: Deseret Generation & Transmission Co-operative, Inc.  
NorthWestern Corporation  
PacifiCorp  
Portland General Electric Company

Description: Black-Lined First Revised Sheet No. 132N (Superseding 2nd Sub Original Sheet No. 132N); Original Sheet No. 132Na; First Revised Sheet No. 132O (Superseding 2nd Sub Original Sheet No. 132O); Original Sheet No. 132O.01; First Revised Sheet No. 132P (Superseding 2nd Sub Original Sheet No. 132P); and Original Sheet Nos. 132T through 132V of Idaho Power Company FERC Electric Tariff, First Revised Volume No. 6

Quarter 7: Facilitate stakeholder process for review and comment on the plan. Document and consider simultaneous feasibility of identified projects, cost allocation recommendations, and stakeholder comments.

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

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

### 13. Stakeholder Participation

14.1 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 [http://nttg.biz/site/index.php?option=com\\_content&task=view&id=13&Itemid=85](http://nttg.biz/site/index.php?option=com_content&task=view&id=13&Itemid=85). Each signatory to the NTTG Funding Agreement is a third-party beneficiary of the Planning Agreement.

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NTTG has developed rules governing access to, and disclosure of, sub-regional planning data by members. Members of NTTG are required to execute standard non-disclosure agreements before sub-regional transmission planning data are released.

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- 14.2 Any stakeholder may comment on NTTG study criteria, assumptions, or results at their discretion either through direct participation in NTTG or indirectly by submitting comments to Transmission Provider to be evaluated and consolidated with Transmission Provider's comments on the sub-regional plan, criteria, and assumptions. The biennial planning process identifies when stakeholders have the opportunity to provide input into the elements of the sub-regional plan.

pursuant to Economic Study Requests will address those requests submitted to member Transmission Providers that are categorized as Sub-Regional or Regional Economic Study Requests pursuant to Section 7 of this Attachment K. NTTG may submit regional Economic Study Requests to the WECC pursuant to the NTTG and WECC processes.

- 15.2 Within each study cycle, any Eligible Customer or stakeholder may make additional Economic Study Requests, or Economic Study Requests that were not prioritized for completion by NTTG, with such requests 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 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.
- 15.3 NTTG will cluster and study together Economic Study Requests 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 the NTTG that the Economic Study Requests are geographically and electrically similar, and can be feasibly and meaningfully studied as a group.
- 15.4 For an Economic Study Request to be considered by NTTG, Eligible Customers and stakeholders must submit all Economic Study Requests to the Transmission Provider pursuant to Section 7 of this Attachment K or directly to another transmission provider that is a party to the NTTG Funding Agreement.
- 15.5 All Economic Study Requests received by the Transmission Provider will be categorized pursuant to Section 7.3 of this Attachment K. For an Economic Study Request to be considered by NTTG, the Eligible Customer or stakeholder making such request shall be a member of the NTTG planning committee.

## 16. Dispute Resolution

16.1 Transmission Provider, signatories to the Planning Agreement, and Eligible Customers and stakeholders that participate in the sub-regional planning process shall utilize the dispute resolution process set forth in this Section 16 to resolve disputes related: to the integration of Transmission Provider's Local Transmission Plan with the sub-regional expansion plan and associated cost allocation; to enforce compliance with the NTTG sub-regional study process; and to challenge a decision within a milestone document.

16.2 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.

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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.

16.3 To facilitate the completion of the sub-regional transmission plan, disputes over any matter shall be raised timely; provided, however, in no case shall a dispute under this Section 16 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 16 shall restrict the rights of any entity to file a complaint with the Commission under relevant provisions of the Federal Power Act.

17. Cost Allocation

The following approach will be utilized to allocate costs for those projects included in the NTTG sub-regional plan, based on the following principles:

17.1 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:

- 17.1.1 Announce and solicit interest in the project through informational meetings, its website and/or other means of dissemination as appropriate.
- 17.1.2 Schedule meeting(s) with stakeholders and/or public utility commission staff.
- 17.1.3 Post information about the proposed project on OASIS.
- 17.1.4 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.

17.2 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.

17.3 Coordination within 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 sub-regional plan projects to the NTTG Cost Allocation Committee and process, and ultimately the NTTG Steering Committee for approval. This

Deleted: Transmission Provider will participate in the NTTG planning agreement dispute resolution process to resolve disputes related to the integration of Transmission Provider's Local Transmission Plan with the sub-regional expansion plan and associated cost allocation. The NTTG planning agreement dispute resolution process may also be initiated, *inter alia*, to enforce compliance with the NTTG sub-regional study process, or to challenge a decision within a milestone document. Eligible Customers and stakeholders that seek to participate in the sub-regional planning process are expected to participate in the NTTG planning committee and utilize the NTTG planning agreement dispute resolution process. For the avoidance of doubt, the dispute resolution process set out in Section 11 of the NTTG planning agreement accommodates disputes raised by WECC members and non-WECC members alike. To facilitate the completion of the sub-regional transmission plan, disputes over any ~~Section Break (Next Page)~~ matter shall be raised timely; provided, however, in no case shall a dispute under this Section 16 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 16 shall restrict the rights of any party to file a complaint with the Commission under relevant provisions of the Federal Power Act.¶





**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-regional transmission plan for the Northern Tier footprint,<sup>1</sup> and coordinating the transmission plan and its development with other sub-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:

---

<sup>1</sup> 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.



**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:

- a. 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,
- b. 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 16 of Attachment K;
- c. The extent practicable, provide support from internal resources to achieve the purpose of the Planning Committee Charter;
- d. Bear its own costs and expenses associated with participation in and support of the Planning Committee;
- e. 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
- f. 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)

_____ <u>(Signature)</u>	_____ <u>(Name of Company or Organization)</u>	_____ <u>(Phone)</u>
_____ <u>(Print Signature)</u>	_____ <u>(Street Address)</u>	_____ <u>(Fax)</u>
_____ <u>(Title)</u>	_____ <u>(City, State, Zip Code)</u>	_____ <u>(Email)</u>

**Attachment 8**

**Notice of Cancellation of Rate Schedule FERC No. 251**

**NorthWestern Energy Rate Schedule FERC No. 251**

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

**NorthWestern Corporation**

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**Docket No. ER09-\_\_\_\_\_**

**NOTICE OF CANCELLATION OF  
FERC RATE SCHEDULE**

Notice is hereby given that effective the 13th day of November, 2009, Rate Schedule F.E.R.C. No. 251, effective date December 7, 2007 and filed with the Federal Energy Regulatory Commission by NorthWestern Corporation, is to be cancelled.

Notice of the proposed cancellation has been served upon all parties to the rate schedule: Basin Electric Power Cooperative, Black Hills Power, Inc., Deseret Generation & Transmission Co-operative, Inc., Horizon Wind Energy, Idaho Power Company, NorthWestern Corporation, PacifiCorp, Portland General Electric Company, TransCanada Energy, and Utah Associated Municipal Power Systems. In addition, notice of the proposed cancellation has been served upon all the state public utility commission representatives participating in the NTTG Planning Committee: Lee Beyer, Ric Campbell, Larry Nordell, Steve Oxley, and Ken Toole.

This rate schedule is being cancelled because the provisions of the rate schedule approved in Docket Nos. OA08-31-000; OA08-31-001; OA08-56-000, OA08-56-001, OA08-56-002, OA08-56-004, and ER09-231-000 are being transferred to attachment K of the OATT.

/s/

\_\_\_\_\_  
Chief Transmission Officer  
NorthWestern Corporation

Dated: September 14, 2009

NorthWestern Corporation  
FERC Rate Schedule No. 251

First Revised Sheet No. 1  
Superseding Original Sheet No. 1

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Cancellation of FERC Electric Rate Schedule No. 251

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Issued by: Michael R. Cashell  
Chief Transmission Officer  
Issued on: September 14, 2009

Effective: November 13, 2009

**Attachment 9**

**Clean First Revised Sheet No. 121V Superseding Substitute Original Sheet No. 121V; First Revised Sheet No. 121V.01 Superseding Original Sheet No. 121V.01; First Revised Sheet No. 121W Superseding Substitute Original Sheet No. 121W; First Revised Sheet No. 121W.01 Superseding Original Sheet No. 121W.01; and Original Sheet Nos. 121AB through 121 AD of NorthWestern Corporation FERC Electric Tariff, Seventh Revised Volume No. 5 (MT)**

Filing Utility: NorthWestern Corporation

Other Utilities

Rendering Service: Deseret Generation & Transmission Co-operative, Inc.  
Idaho Power Company  
PacifiCorp  
Portland General Electric Company

Description: Clean First Revised Sheet No. 121V Superseding Substitute Original Sheet No. 121V; First Revised Sheet No. 121V.01 Superseding Original Sheet No. 121V.01; First Revised Sheet No. 121W Superseding Substitute Original Sheet No. 121W; First Revised Sheet No. 121W.01 Superseding Original Sheet No. 121W.01; and Original Sheet Nos. 121AB through 121AD of NorthWestern Corporation FERC Electric Tariff, Seventh Revised Volume No. 5 (MT)



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

### 3.3. **Stakeholder Participation**

3.3.1 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 [http://nttg.biz/site/index.php?option=com\\_content&task=view&id=13&Itemid=85](http://nttg.biz/site/index.php?option=com_content&task=view&id=13&Itemid=85). 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, sub-regional planning data by members. Members of NTTG are required to execute standard non-disclosure agreements before sub-regional transmission planning data are released.

3.3.2 Any stakeholder may comment on NTTG study criteria, assumptions, or results at their discretion either through direct participation in NTTG or indirectly by submitting comments to Transmission Provider to be evaluated and consolidated with Transmission Provider's comments on the sub-regional plan, criteria, and assumptions. The biennial planning process identifies when any stakeholders have the opportunity to provide input into the elements of the sub-regional plan.

3.4. **Economic Study Requests**

3.4.1 Transmission Provider, as a member of NTTG, will participate in the NTTG processes to prioritize, categorize, and complete up to two (2) sub-regional studies pursuant to Economic Study Requests per NTTG planning cycle, as outlined in NTTG's Planning Committee Charter. The sub-regional Economic Study Requests will address those requests submitted by Eligible Customers and stakeholders to member Transmission Providers that are categorized as Sub-Regional or Regional Economic Study Requests pursuant to Section 2.7. NTTG may submit requests for regional Economic Study Requests to the WECC pursuant to NTTG and WECC processes.

3.4.2 Within each study cycle any Eligible Customer or stakeholder may request additional Economic Study Requests or Economic Study Requests 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.

- 3.4.3 NTTG will cluster and study together Economic Study Requests will be clustered and studied together 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 the NTTG that the Economic Study Request are geographically and electrically similar, and can be feasibly and meaningfully studied as a group.
- 3.4.4 For an Economic Study Request to be considered by NTTG, Eligible Customers and stakeholders must submit all Economic 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.
- 3.4.5 All Economic Study Requests received by the Transmission Provider will be evaluated pursuant to Section 2.7 of this Attachment K. For an Economic Study Request to be considered by NTTG, the Eligible Customer or stakeholder making such request shall be a member of the NTTG planning committee.

3.5. **Dispute Resolution**

- 3.5.1 Transmission Provider, signatories to the Planning Agreement, and Eligible Customers and stakeholders that participate in the sub-regional planning process shall utilize the dispute resolution process set forth in this Section 16 to resolve disputes related: to the integration of Transmission Provider's Local Transmission Plan with the sub-regional expansion plan and associated cost allocation; to enforce compliance with the NTTG sub-regional study process; and to challenge a decision within a milestone document.
- 3.5.2 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.

3.5.3 To facilitate the completion of the sub-regional transmission plan, disputes over any matter shall be raised timely; provided, however, in no case shall a dispute under this Section 16 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 16 shall restrict the rights of any entity to file a complaint with the Commission under relevant provisions of the Federal Power Act.

3.6. **Cost Allocation:** The following approach will be utilized to allocate costs for those projects included in the NTTG sub-regional plan, based on the following principles:



## 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-regional transmission plan for the Northern Tier footprint,<sup>1</sup> and coordinating the transmission plan and its development with other sub-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:

---

<sup>1</sup> 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.

**Attachment 10**

**Black-Lined First Revised Sheet No. 121V Superseding Substitute Original Sheet No. 121V; First Revised Sheet No. 121V.01 Superseding Original Sheet No. 121V.01; First Revised Sheet No. 121W Superseding Substitute Original Sheet No. 121W; First Revised Sheet No. 121W.01 Superseding Original Sheet No. 121W.01; and Original Sheet Nos. 121AB through 121 AD of NorthWestern Corporation FERC Electric Tariff, Seventh Revised Volume No. 5 (MT)**



**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:

a. 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,

b. 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 16 of Attachment K;

c. The extent practicable, provide support from internal resources to achieve the purpose of the Planning Committee Charter;

d. Bear its own costs and expenses associated with participation in and support of the Planning Committee;

e. 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

f. 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)

\_\_\_\_\_  
(Signature) (Name of Company or Organization) (Phone)

\_\_\_\_\_  
(Print Signature) (Street Address) (Fax)

\_\_\_\_\_  
(Title) (City, State, Zip Code) (Email)



Filing Utility: NorthWestern Corporation

Other Utilities

Rendering Service: Deseret Generation & Transmission Co-operative, Inc.  
Idaho Power Company  
PacifiCorp  
Portland General Electric Company

Description: Black-Lined First Revised Sheet No. 121V Superseding Substitute  
Original Sheet No. 121V; First Revised Sheet No. 121V.01 Superseding  
Original Sheet No. 121V.01; First Revised Sheet No. 121W Superseding  
Substitute Original Sheet No. 121W; First Revised Sheet No. 121W.01  
Superseding Original Sheet No. 121W.01; and Original Sheet Nos. 121AB  
through 121 AD of NorthWestern Corporation FERC Electric Tariff,  
Seventh Revised Volume No. 5 (MT)

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

### 3.3. **Stakeholder Participation**

3.3.1 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 ~~P~~lanning ~~A~~greement (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 [http://nttg.biz/site/index.php?option=com\\_content&task=view&id=13&Itemid=85](http://nttg.biz/site/index.php?option=com_content&task=view&id=13&Itemid=85). 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, sub-regional planning data by members. Members of NTTG are required to execute standard non-disclosure agreements before sub-regional transmission planning data are released.

3.3.2 Any stakeholder may comment on NTTG study criteria, assumptions, or results at their discretion either through direct participation in NTTG or indirectly by submitting comments to Transmission Provider to be evaluated and consolidated with Transmission Provider's comments on the sub-regional plan, criteria, and assumptions. The biennial planning process identifies when any stakeholders have the opportunity to provide input into the elements of the sub-regional plan.

3.4. **Economic Study Requests**

3.4.1 Transmission Provider, as a member of NTTG, will participate in the NTTG processes to prioritize, categorize, and complete up to two (2) sub-regional studies pursuant to Economic Study Requests per NTTG planning cycle, as outlined in NTTG's Planning Committee Charter. The sub-regional Economic Study Requests will address those requests submitted by Eligible Customers and stakeholders to member Transmission Providers that are categorized as Sub-Regional or Regional Economic Study Requests pursuant to Section 2.7. NTTG may submit requests for regional Economic Study Requests to the WECC pursuant to NTTG and WECC processes.

3.4.2 Within each study cycle any Eligible Customer or stakeholder may request additional Economic Study Requests or Economic Study Requests 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.

- 3.4.3 NTTG will cluster and study together Economic Study Requests will be clustered and studied together 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 the NTTG that the Economic Study Request are geographically and electrically similar, and can be feasibly and meaningfully studied as a group.
- 3.4.4 For an Economic Study Request to be considered by NTTG, Eligible Customers and stakeholders must submit all Economic 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.
- 3.4.5 All Economic Study Requests received by the Transmission Provider will be evaluated pursuant to Section 2.7 of this Attachment K. For an Economic Study Request to be considered by NTTG, the Eligible Customer or stakeholder making such request shall be a member of the NTTG planning committee.

3.5. **Dispute Resolution**

3.5.1 Transmission Provider, signatories to the Planning Agreement, and Eligible Customers and stakeholders that participate in the sub-regional planning process shall utilize the dispute resolution process set forth in this Section 16 to resolve disputes related: to the integration of Transmission Provider's Local Transmission Plan with the sub-regional expansion plan and associated cost allocation; to enforce compliance with the NTTG sub-regional study process; and to challenge a decision within a milestone document.

3.5.2 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.

3.5.3 To facilitate the completion of the sub-regional transmission plan, disputes over any matter shall be raised timely; provided, however, in no case shall a dispute under this Section 16 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 16 shall restrict the rights of any entity to file a complaint with the Commission under relevant provisions of the Federal Power Act.

3.6. **Cost Allocation:** The following approach will be utilized to allocate costs for those projects included in the NTTG sub-regional plan, based on the following principles:

~~Transmission Provider will participate in the NTTG planning agreement dispute resolution process to resolve disputes related to the integration of Transmission Provider's Local Transmission Plan with the sub-regional expansion plan and associated cost allocation. The NTTG planning agreement dispute resolution process may also be initiated, *inter alia*, to enforce compliance with the NTTG sub-regional study process, or to challenge a decision within a milestone document. Eligible Customers and stakeholders that seek to participate in the sub-regional planning process are expected to participate in the NTTG planning committee and utilize the NTTG planning agreement dispute resolution process. For the avoidance of doubt, the dispute resolution process set out in Section 11 of the NTTG planning agreement accommodates disputes raised by WECC members and non-WECC members alike. To facilitate the completion of the sub-regional transmission plan, disputes over any matter shall be raised timely; provided, however, in no case shall a dispute under this section 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 Section 3.5 of the NTTG Planning Agreement shall restrict the rights of any party to file a complaint with the Commission under relevant provisions of the Federal Power Act.~~



**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-regional transmission plan for the Northern Tier footprint,<sup>1</sup> and coordinating the transmission plan and its development with other sub-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:

---

<sup>1</sup> 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.



### **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:

a. 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,

b. 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 16 of Attachment K;

c. The extent practicable, provide support from internal resources to achieve the purpose of the Planning Committee Charter;

d. Bear its own costs and expenses associated with participation in and support of the Planning Committee;

e. 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

f. 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)

(Signature)

(Name of Company or Organization)

(Phone)

(Print Signature)

(Street Address)

(Fax)

(Title)

(City, State, Zip Code)

(Email)

**Attachment 11**

**Notice of Cancellation of Rate Schedule FERC No. 610**

**PacifiCorp Rate Schedule FERC No. 610**

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

**PacifiCorp**

)

**Docket No. ER09-\_\_\_\_\_**

**NOTICE OF CANCELLATION OF  
FERC RATE SCHEDULE**

Notice is hereby given that effective the 13th day of November, 2009, Rate Schedule F.E.R.C. No. 610, effective date December 7, 2007 and filed with the Federal Energy Regulatory Commission by PacifiCorp, is to be cancelled.

Notice of the proposed cancellation has been served upon all parties to the rate schedule: Basin Electric Power Cooperative, Black Hills Power, Inc., Deseret Generation & Transmission Co-operative, Inc., Horizon Wind Energy, Idaho Power Company, NorthWestern Corporation, PacifiCorp, Portland General Electric Company, TransCanada Energy, and Utah Associated Municipal Power Systems. In addition, notice of the proposed cancellation has been served upon all the state public utility commission representatives participating in the NTTG Planning Committee: Lee Beyer, Ric Campbell, Larry Nordell, Steve Oxley, and Ken Toole.

This rate schedule is being cancelled because the provisions of the rate schedule approved in Docket Nos. OA08-40-000, OA08-57-000, OA08-57-001, OA08-57-002, OA08-57-004, and ER09-232-000 are being transferred to attachment K of the OATT.

/s/

\_\_\_\_\_  
Director, Transmission Services  
PacifiCorp

Dated: September 14, 2009

PacifiCorp  
FERC Rate Schedule No. 610

First Revised Sheet No. 1  
Superseding Original Sheet No. 1

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Cancellation of FERC Electric Rate Schedule No. 610

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Issued by: Kenneth T. Houston  
Director, Transmission Services  
Issued on: September 14, 2009

Effective: November 13, 2009

**Attachment 12**

**Clean First Revised Sheet No. 346W.01 Superseding Original Sheet No. 346W.01; First Revised Sheet No. 346Y Superseding Substitute Original Sheet No. 346Y; First Revised Sheet No. 346Y.01 Superseding Original Sheet No. 346Y.01; Original Sheet No. 346 Y.02; First Revised Sheet No. 346Z Superseding Substitute Original Sheet No.346Z; and Original Sheet Nos. 346EE through 346HH of PacifiCorp's Open Access Transmission Tariff, Seventh Revised Volume No. 11**

Filing Utility: PacifiCorp

Other Utilities

Rendering Service: Deseret Generation & Transmission Co-operative, Inc.  
Idaho Power Company  
NorthWestern Corporation  
Portland General Electric Company

Description: Clean First Revised Sheet No. 346W.01 Superseding Original Sheet No. 346W.01; First Revised Sheet No. 346Y Superseding Substitute Original Sheet No. 346Y; First Revised Sheet No. 346Y.01 Superseding Original Sheet No. 346Y.01; Original Sheet No. 346 Y.02; First Revised Sheet No. 346Z Superseding Substitute Original Sheet No.346Z; and Original Sheet Nos. 346EE through 346HH of PacifiCorp's Open Access Transmission Tariff, Seventh Revised Volume No. 11

### 3.4. Stakeholder Participation

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 [http://nttg.biz/site/index.php?option=com\\_content&task=view&id=13&Itemid=85](http://nttg.biz/site/index.php?option=com_content&task=view&id=13&Itemid=85). 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, sub-regional planning data by members. Members of NTTG are required to execute standard non-disclosure agreements before sub-regional transmission planning data are released.

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 sub-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 sub-regional expansion plan and associated cost allocation; to enforce compliance with the NTTG sub-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 sub-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 sub-regional 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



## 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-regional transmission plan for the Northern Tier footprint,<sup>1</sup> and coordinating the transmission plan and its development with other sub-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

---

<sup>1</sup> 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.



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:

a. 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,

b. 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;

c. The extent practicable, provide support from internal resources to achieve the purpose of the Planning Committee Charter



d. Bear its own costs and expenses associated with participation in and support of the Planning Committee;

e. 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

f. 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)

\_\_\_\_\_  
(Signature) (Name of Company or Organization) (Phone)

\_\_\_\_\_  
(Print Signature) (Street Address) (Fax)

\_\_\_\_\_  
(Title) (City, State, Zip Code) (Email)

**Attachment 13**

**Black-Lined First Revised Sheet No. 346W.01 Superseding Original Sheet No. 346W.01;  
First Revised Sheet No. 346Y Superseding Substitute Original Sheet No. 346Y; First  
Revised Sheet No. 346Y.01 Superseding Original Sheet No. 346Y.01; Original Sheet No.  
346 Y.02; First Revised Sheet No. 346Z Superseding Substitute Original Sheet No.346Z;  
and Original Sheet Nos. 346EE through 346HH of PacifiCorp's Open Access Transmission  
Tariff, Seventh Revised Volume No. 11**



Filing Utility: PacifiCorp

Other Utilities

Rendering Service: Deseret Generation & Transmission Co-operative, Inc.  
Idaho Power Company  
NorthWestern Corporation  
Portland General Electric Company

Description: Black-Lined First Revised Sheet No. 346W.01 Superseding Original Sheet No. 346W.01; First Revised Sheet No. 346Y Superseding Substitute Original Sheet No. 346Y; First Revised Sheet No. 346Y.01 Superseding Original Sheet No. 346Y.01; Original Sheet No. 346 Y.02; First Revised Sheet No. 346Z Superseding Substitute Original Sheet No.346Z; and Original Sheet Nos. 346EE through 346HH of PacifiCorp's Open Access Transmission Tariff, Seventh Revised Volume No. 11

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3.4. Stakeholder Participation

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 [http://nttg.biz/site/index.php?option=com\\_content&task=view&id=13&Itemid=85](http://nttg.biz/site/index.php?option=com_content&task=view&id=13&Itemid=85). 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, sub-regional planning data by members. Members of NTTG are required to execute standard non-disclosure agreements before sub-regional transmission planning data are released.

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Issued by: Kenneth T. Houston - Director, Transmission Services  
Issued on: September 14, 2009                      Effective: November 13, 2009

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 sub-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 sub-regional expansion plan and associated cost allocation; to enforce compliance with the NTTG sub-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

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Issued by: Kenneth T. Houston - Director, Transmission Services

Issued on: September 14, 2009

Effective: November 13, 2009

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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.

Deleted: disputes over any matter shall be raised timely; provided, however, in no case shall a dispute under this Section 3.6.1. be raised more than 30 days after a decision is made by the NTTG planning committee in study process or the posting of a milestone document, whichever is earlier.

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.

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3.6.3 To facilitate the completion of the sub-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.

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Issued by: Kenneth T. Houston - Director, Transmission Services  
Issued on: September 14, 2009 Effective: November 13, 2009

3.7. Cost Allocation. The following approach will be utilized to allocate costs for those projects included in the NTTG sub-regional plan, based on the following principles:

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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

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Issued by: Kenneth T. Houston - Director, Transmission Services

Issued on: September 14, 2009 Effective: November 13, 2009



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-regional transmission plan for the Northern Tier footprint,<sup>1</sup> and coordinating the transmission plan and its development with other sub-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

<sup>1</sup> 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.

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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:

a. 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,

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b. 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;

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c. The extent practicable, provide support from internal resources to achieve the purpose of the Planning Committee Charter

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d. Bear its own costs and expenses associated with participation in and support of the Planning Committee;

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e. 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

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f. Execute non-disclosure agreements, as necessary, before receipt of transmission planning data.

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### 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

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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)

\_\_\_\_\_  
(Signature)                      (Name of Company or Organization)                      (Phone)

\_\_\_\_\_  
(Print Signature)                      (Street Address)                      (Fax)

\_\_\_\_\_  
(Title)                      (City, State, Zip Code)                      (Email)

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**Attachment 14**

**Notice of Cancellation of Rate Schedule FERC No. 16**

**Portland General Electric Company Rate Schedule FERC No. 16**

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

**Portland General Electric Company**        )

**Docket No. ER09-\_\_\_\_\_**

**NOTICE OF CANCELLATION OF  
FERC RATE SCHEDULE**

Notice is hereby given that effective the 13th day of November, 2009, Rate Schedule F.E.R.C. No. 16, effective date August 12, 2008 and filed with the Federal Energy Regulatory Commission by Portland General Electric Company, is to be cancelled.

Notice of the proposed cancellation has been served upon all parties to the rate schedule: Basin Electric Power Cooperative, Black Hills Power, Inc., Deseret Generation & Transmission Co-operative, Inc., Horizon Wind Energy, Idaho Power Company, NorthWestern Corporation, PacifiCorp, Portland General Electric Company, TransCanada Energy, and Utah Associated Municipal Power Systems. In addition, notice of the proposed cancellation has been served upon all the state public utility commission representatives participating in the NTTG Planning Committee: Lee Beyer, Ric Campbell, Larry Nordell, Steve Oxley, and Ken Toole.

This rate schedule is being cancelled because the provisions of the rate schedule approved in Docket Nos. OA08-45-000, OA08-45-001, OA08-118-000, OA08-118-001, and ER09-234-000 are being transferred to attachment K of the OATT.

/s/

\_\_\_\_\_  
Vice President & General Counsel  
Portland General Electric Company

Dated: September 14, 2009

Portland General Electric Company  
FERC Rate Schedule No. 16

First Revised Sheet No. 1  
Superseding Original Sheet No. 1

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Cancellation of FERC Electric Rate Schedule No. 16

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Issued by: J. Jeffery Dudley  
Vice President & General Counsel

Effective: November 13, 2009  
Issued on: September 14, 2009

**Attachment 15**

**Clean Second Revised Sheet No. 210AA.01 Superseding First Revised Sheet No 210AA.01; First Revised Sheet No. 210BB.01 Superseding Original Sheet No 210BB.01; Second Revised Sheet No. 210CC Superseding Substitute First Revised Sheet No. 210CC; Second Revised Sheet No. 210HH Superseding First Revised Sheet No. 210HH; Second Revised Sheet No. 210II Superseding First Revised Sheet No. 210II; Second Revised Sheet No. 210JJ Superseding First Revised Sheet No. 210JJ; and Second Revised Sheet No. 210KK Superseding First Revised Sheet No. 210KK of Portland General Electric Company FERC Electric Tariff, Third Revised Volume No. 8**

Filing Utility: Portland General Electric Company

Other Utilities

Rendering Service: Deseret Generation & Transmission Co-operative, Inc.  
Idaho Power Company  
NorthWestern Corporation  
PacifiCorp

Description: Clean Second Revised Sheet No. 210AA.01 Superseding First Revised Sheet No 210AA.01; First Revised Sheet No. 210BB.01 Superseding Original Sheet No 210BB.01; Second Revised Sheet No. 210CC Superseding Substitute First Revised Sheet No. 210CC; Second Revised Sheet No. 210HH Superseding First Revised Sheet No. 210HH; Second Revised Sheet No. 210II Superseding First Revised Sheet No. 210II; Second Revised Sheet No. 210JJ Superseding First Revised Sheet No. 210JJ; and Second Revised Sheet No. 210KK Superseding First Revised Sheet No. 210KK of Portland General Electric Company FERC Electric Tariff, Third Revised Volume No. 8

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

#### 14. Stakeholder Participation

- 14.1. 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 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 [http://nttg.biz/site/index.php?option=com\\_content&task=view&id=13&Itemid=85](http://nttg.biz/site/index.php?option=com_content&task=view&id=13&Itemid=85). 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, sub-regional planning data by members. Members of NTTG are required to execute standard non-disclosure agreements before sub-regional transmission planning data are released.

- 14.2. Any stakeholder may comment on NTTG study criteria, assumptions, or results at their discretion either through direct participation in NTTG or indirectly by submitting comments to Transmission Provider to be evaluated and consolidated with Transmission Provider's comments on the sub-regional plan, criteria, and assumptions. The biennial planning process identifies when stakeholders have the opportunity to provide input into the elements of the sub-regional plan.



- 15.4 For an Economic Study Request to be considered by NTTG, Eligible Customers and stakeholders must submit all Economic Study Requests to the Transmission Provider pursuant to Section 7 of this Attachment K, or directly to another transmission provider that is a party to the NTTG Funding Agreement.
- 15.5 All Economic Study Requests received by the Transmission Provider will be categorized pursuant to Section 7.3 of this Attachment K. For an Economic Study Request to be considered by NTTG, the Eligible Customer or stakeholder making such request shall be a member of the NTTG planning committee.

#### 16. Dispute Resolution

- 16.1 Transmission Provider, signatories to the Planning Agreement, and Eligible Customers and stakeholders that participate in the sub-regional planning process shall utilize the dispute resolution process set forth in this Section 16 to resolve disputes related: to the integration of Transmission Provider's Local Transmission Plan with the sub-regional expansion plan and associated cost allocation; to enforce compliance with the NTTG sub-regional study process; and to challenge a decision within a milestone document.
- 16.2 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.

- 16.3 To facilitate the completion of the sub-regional transmission plan, disputes over any matter shall be raised timely; provided, however, in no case shall a dispute under this Section 16 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 16 shall restrict the rights of any entity to file a complaint with the Commission under relevant provisions of the Federal Power Act.



---

## 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-regional transmission plan for the Northern Tier footprint,<sup>1</sup> and coordinating the transmission plan and its development with other sub-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:

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<sup>1</sup> 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.



---

### **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:

- a. 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,
- b. 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 16 of Attachment K;
- c. The extent practicable, provide support from internal resources to achieve the purpose of the Planning Committee Charter;
- d. Bear its own costs and expenses associated with participation in and support of the Planning Committee;
- e. 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
- f. 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)

_____ (Signature)	_____ (Name of Company or Organization)	_____ (Phone)
_____ (Print Signature)	_____ (Street Address)	_____ (Fax)
_____ (Title)	_____ (City, State, Zip Code)	_____ (Email)

**Sheet 210KK**  
**Reserved for Future Use**

**Attachment 16**

**Black-Lined Second Revised Sheet No. 210AA.01 Superseding First Revised Sheet No 210AA.01; First Revised Sheet No. 210BB.01 Superseding Original Sheet No 210BB.01; Second Revised Sheet No. 210CC Superseding Substitute First Revised Sheet No. 210CC; Second Revised Sheet No. 210HH Superseding First Revised Sheet No. 210HH; Second Revised Sheet No. 210II Superseding First Revised Sheet No. 210II; Second Revised Sheet No. 210JJ Superseding First Revised Sheet No. 210JJ; and Second Revised Sheet No. 210KK Superseding First Revised Sheet No. 210KK of Portland General Electric Company FERC Electric Tariff, Third Revised Volume No. 8**

Filing Utility: Portland General Electric Company

Other Utilities

Rendering Service: Deseret Generation & Transmission Co-operative, Inc.  
Idaho Power Company  
NorthWestern Corporation  
PacifiCorp

Description: Black-Lined Second Revised Sheet No. 210AA.01 Superseding First Revised Sheet No 210AA.01; First Revised Sheet No. 210BB.01 Superseding Original Sheet No 210BB.01; Second Revised Sheet No. 210CC Superseding Substitute First Revised Sheet No. 210CC; Second Revised Sheet No. 210HH Superseding First Revised Sheet No. 210HH; Second Revised Sheet No. 210II Superseding First Revised Sheet No. 210II; Second Revised Sheet No. 210JJ Superseding First Revised Sheet No. 210JJ; and Second Revised Sheet No. 210KK Superseding First Revised Sheet No. 210KK of Portland General Electric Company FERC Electric Tariff, Third Revised Volume No. 8



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

#### 14. Stakeholder Participation

- 14.1. 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 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~~ 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 [http://nttg.biz/site/index.php?option=com\\_content&task=view&id=13&Itemid=85](http://nttg.biz/site/index.php?option=com_content&task=view&id=13&Itemid=85). 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, sub-regional planning data by members. Members of NTTG are required to execute standard non-disclosure agreements before sub-regional transmission planning data are released.

- 14.2. Any stakeholder may comment on NTTG study criteria, assumptions, or results at their discretion either through direct participation in NTTG or indirectly by submitting comments to Transmission Provider to be evaluated and consolidated with Transmission Provider's comments on the sub-regional plan, criteria, and assumptions. The biennial planning process identifies when stakeholders have the opportunity to provide input into the elements of the sub-regional plan.

- 15.4 For an Economic Study Request to be considered by NTTG, Eligible Customers and stakeholders must submit all Economic Study Requests to the Transmission Provider pursuant to Section 7 of this Attachment K, or directly to another transmission provider that is a party to the NTTG Funding Agreement.
- 15.5 All Economic Study Requests received by the Transmission Provider will be categorized pursuant to Section 7.3 of this Attachment K. For an Economic Study Request to be considered by NTTG, the Eligible Customer or stakeholder making such request shall be a member of the NTTG planning committee.

## 16. Dispute Resolution

16.1 Transmission Provider, signatories to the Planning Agreement, and Eligible Customers and stakeholders that participate in the sub-regional planning process shall utilize the dispute resolution process set forth in this Section 16 to resolve disputes related: to the integration of Transmission Provider's Local Transmission Plan with the sub-regional expansion plan and associated cost allocation; to enforce compliance with the NTTG sub-regional study process; and to challenge a decision within a milestone document.

16.2 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.

~~Transmission Provider will participate in the NTTG planning agreement dispute resolution process to resolve disputes related to the integration of~~

---

~~Transmission Provider's Local Transmission Plan with the sub-regional  
expansion plan and associated cost~~

---

Issued by: J. Jeffrey Dudley

Vice President & General Counsel

~~Filed to comply with order of the Federal Energy Regulatory Commission,~~

~~Docket Nos. OA08-45-000 and OA08-45-001, issued October 16, 2008; 125 FERC ¶61,067~~

Effective: ~~August 12, 2008~~ November 13, 2009

Issued on: ~~October 29, 2008~~ September 14, 2009

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.

16.3 To facilitate the completion of the sub-regional transmission plan, disputes over any matter shall be raised timely; provided, however, in no case shall a dispute under this Section 16 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 16 shall restrict the rights of any entity to file a complaint with the Commission under relevant provisions of the Federal Power Act. allocation. The NTTG planning agreement dispute resolution process may also be initiated, *inter alia*, to enforce compliance with the NTTG sub-regional study process, or to challenge a decision within a milestone document. Eligible Customers and stakeholders that seek to participate in the sub-regional planning process are expected to participate in the NTTG planning committee and utilize the NTTG planning agreement dispute resolution process. For the avoidance of doubt, the dispute resolution process set out in Section 11 of

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~~the NTTG planning agreement accommodates disputes raised by WECC members and non WECC members alike. To facilitate the completion of the sub regional transmission plan, disputes over any matter shall be raised timely; provided, however, in no case shall a dispute under this Section 16 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 16 shall restrict the rights of any party to file a complaint with the Commission under relevant provisions of the Federal Power Act.~~

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Issued by: J. Jeffrey Dudley

Vice President & General Counsel

~~Filed to comply with order of the Federal Energy Regulatory Commission;~~

~~Docket Nos. OA08-45-000 and OA08-45-001, issued October 16, 2008; 125 FERC ¶61,067~~

Effective: ~~August 12, 2008~~ November 13, 2009

Issued on: ~~October 29, 2008~~ September 14, 2009



**Sheets 210HH through 210KK**  
**Reserved for Future Use** **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-regional transmission plan for the Northern Tier footprint,<sup>1</sup> and coordinating the transmission plan and its development with other sub-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;

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”).

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<sup>1</sup> 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.



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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:

Page 1 of 3

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Issued by: J. Jeffrey Dudley

Vice President & General Counsel

Filed to comply with Order 890 of the Federal Energy Regulatory Commission;

Docket Nos. RM05-17-000 and RM05-25-000, issued February 16, 2007; 118 FERC ¶61,119

Effective: ~~August 12, 2008~~November 13, 2009

Issued on: ~~August 12, 2008~~September 14, 2009



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### 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:

a. 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,

b. 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 16 of Attachment K;

c. The extent practicable, provide support from internal resources to achieve the purpose of the Planning Committee Charter;

d. Bear its own costs and expenses associated with participation in and support of the Planning Committee;

e. 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

f. 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.

---

Issued by: J. Jeffrey Dudley

Vice President & General Counsel

Filed to comply with Order 890 of the Federal Energy Regulatory Commission,

Docket Nos. RM05-17-000 and RM05-25-000, issued February 16, 2007; 118 FERC ¶61,119

Effective: ~~August 12, 2008~~November 13, 2009

Issued on: ~~August 12, 2008~~September 14, 2009





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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.

Page 2 of 3

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Issued by: J. Jeffrey Dudley

Vice President & General Counsel

~~Filed to comply with Order 890 of the Federal Energy Regulatory Commission,~~

~~Docket Nos. RM05-17-000 and RM05-25-000, issued February 16, 2007; 118 FERC ¶61,119~~

Effective: ~~August 12, 2008~~November 13, 2009

Issued on: ~~August 12, 2008~~September 14, 2009



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)

_____ (Signature)	_____ (Name of Company or Organization)	_____ (Phone)
_____ (Print Signature)	_____ (Street Address)	_____ (Fax)
_____ (Title)	_____ (City, State, Zip Code)	_____ (Email)

Issued by: J. Jeffrey Dudley  
Vice President & General Counsel

Effective: ~~August 12, 2008~~November 13, 2009  
Issued on: ~~August 12, 2008~~September 14, 2009

Filed to comply with Order 890 of the Federal Energy Regulatory Commission,

Docket Nos. RM05-17-000 and RM05-25-000, issued February 16, 2007; 118 FERC ¶61,119



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**Sheet 210KK**

**Reserved for Future Use**

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Issued by: J. Jeffrey Dudley

Vice President & General Counsel

~~Filed to comply with Order 890 of the Federal Energy Regulatory Commission,~~

~~Docket Nos. RM05-17-000 and RM05-25-000, issued February 16, 2007; 118 FERC ¶61,119~~

Effective: ~~August 12, 2008~~November 13, 2009

Issued on: ~~August 12, 2008~~September 14, 2009

**Attachment 17**

**Agreement to Terminate NTTG Planning Agreement**

AGREEMENT TO TERMINATE NTTG PLANNING AGREEMENT

WHEREAS, Basin Electric Power Cooperative, Black Hills Power, Inc., Deseret Generation & Transmission Co-operative, Inc., Horizon Wind Energy, Idaho Power Company, NorthWestern Corporation, PacifiCorp, Portland General Electric Company, the Utah Associated Municipal Power Systems, and TransCanada Energy are parties (collectively, the "Parties") to the Northern Tier Transmission Group Planning Agreement ("Agreement");

WHEREAS, Section 16 of the Agreement requires that any modification, amendment or change must be signed by all the Parties; and

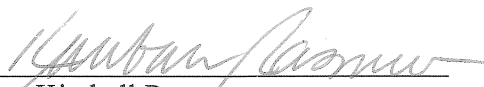
WHEREAS, the jurisdictional Funding Members of the NTTG have determined that, in order to facilitate *inter alia* ease of membership and reduced regulatory filing obligations in furtherance of the regional and sub-regional planning goals set forth by the Federal Energy Regulatory Commission in its Order No. 890, it is appropriate to incorporate a simplified version of the Agreement within each of the jurisdictional Funding Members' Open Access Transmission Tariff ("OATT") and terminate the existing version of the Agreement.

NOW THEREFORE, the Parties to the Agreement agree as follows:

1. The Parties agree to terminate the Agreement effective as of the date FERC accepts for filing the jurisdictional Funding Members of the NTTG's filings to incorporate a simplified version of the planning agreement into their OATT.
2. Once incorporated into the OATT, the Parties acknowledge the need to execute one of the new planning agreements to continue membership on the planning committee.
3. Nothing herein obligates any of the Parties not otherwise subject to the jurisdiction of the FERC to submit a filing.
4. This agreement may be executed in multiple counterparts.

Dated this 29th day of June, 2009.

DESERET GENERATION &  
TRANSMISSION COOPERATIVE

By   
Kimball Rasmussen  
President and CEO

NORTHWESTERN ENERGY

By \_\_\_\_\_  
Michael R. Cashell  
Chief Transmission Officer

**AGREEMENT TO TERMINATE NTTG PLANNING AGREEMENT**

**WHEREAS**, Basin Electric Power Cooperative, Black Hills Power, Inc., Deseret Generation & Transmission Co-operative, Inc., Horizon Wind Energy, Idaho Power Company, North Western Corporation, PacifiCorp, Portland General Electric Company, the Utah Associated Municipal Power Systems, and TransCanada Energy are parties (collectively, the "Parties") to the Northern Tier Transmission Group Planning Agreement ("Agreement");

**WHEREAS**, Section 16 of the Agreement requires that any modification, amendment or change must be signed by all the Parties; and

**WHEREAS**, the jurisdictional Funding Members of the NTTG have determined that, in order to facilitate *inter alia* ease of membership and reduced regulatory filing obligations in furtherance of the regional and sub-regional planning goals set forth by the Federal Energy Regulatory Commission in its Order No. 890, it is appropriate to incorporate a simplified version of the Agreement within each of the jurisdictional Funding Members' Open Access Transmission Tariff ("OATT") and terminate the existing version of the Agreement.

**NOW THEREFORE**, the Parties to the Agreement agree as follows:


1. The Parties agree to terminate the Agreement effective as of the date FERC accepts for filing the jurisdictional Funding Members of the NTTG's filings to incorporate a simplified version of the planning agreement into their OATT.
2. Once incorporated into the OATT, the Parties acknowledge the need to execute one of the new planning agreements to continue membership on the planning committee.
3. Nothing herein obligates any of the Parties not otherwise subject to the jurisdiction of the FERC to submit a filing.
4. This agreement may be executed in multiple counterparts.

Dated this 29th day of June, 2009.

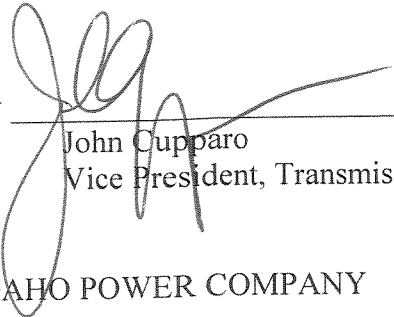
DESERET GENERATION &  
TRANSMISSION COOPERATIVE

By \_\_\_\_\_  
Kimball Rasmussen  
President and CEO

NORTHWESTERN ENERGY

By   
Michael R. Cashell  
Chief Transmission Officer

PACIFICORP

By  \_\_\_\_\_  
John Cupparo  
Vice President, Transmission

IDAHO POWER COMPANY

By \_\_\_\_\_  
Lisa Grow  
Vice President, Delivery Engineering  
& Operations

BLACK HILLS POWER, INC.

By \_\_\_\_\_  
Stuart Werik  
Vice President, Operations

HORIZON WIND ENERGY

By \_\_\_\_\_  
Chris Taylor  
Director of Project Development

UTAH ASSOCIATED MUNICIPAL  
POWER SYSTEMS

By \_\_\_\_\_  
Doug Hunter  
General Manager

PORTLAND GENERAL ELECTRIC  
COMPANY

By \_\_\_\_\_  
Joe McArthur  
Vice President, Transmission and  
Customer Service

TRANSCANADA ENERGY

By \_\_\_\_\_  
Ken Tate  
Vice President Power Transmission

BASIN ELECTRIC POWER  
COOPERATIVE

By \_\_\_\_\_  
Mike Risan  
Senior Vice President, Transmission



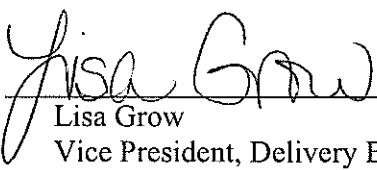
PACIFICORP

By \_\_\_\_\_  
John Cupparo  
Vice President, Transmission

UTAH ASSOCIATED MUNICIPAL  
POWER SYSTEMS

By \_\_\_\_\_  
Doug Hunter  
General Manager

IDAHO POWER COMPANY

By  \_\_\_\_\_  
Lisa Grow  
Vice President, Delivery Engineering  
& Operations

PORTLAND GENERAL ELECTRIC  
COMPANY

By \_\_\_\_\_  
Joe McArthur  
Vice President, Transmission and  
Customer Service

BLACK HILLS POWER, INC.

By \_\_\_\_\_  
Stuart Werik  
Vice President, Operations

TRANSCANADA ENERGY

By \_\_\_\_\_  
Ken Tate  
Vice President Power Transmission

HORIZON WIND ENERGY

By \_\_\_\_\_  
Chris Taylor  
Director of Project Development

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Stuart Werik  
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By \_\_\_\_\_  
Ken Tate  
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HORIZON WIND ENERGY

By \_\_\_\_\_  
~~Chris Taylor~~  
~~Director of Project Development~~

BASIN ELECTRIC POWER  
COOPERATIVE

By \_\_\_\_\_  
Mike Risan  
Senior Vice President, Transmission

*MBC*

*Arlo Carwin*  
*Director of Development,*  
*Western Region*

PACIFICORP

By \_\_\_\_\_  
John Cupparo  
Vice President, Transmission

IDAHO POWER COMPANY

By \_\_\_\_\_  
Lisa Grow  
Vice President, Delivery Engineering  
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Stuart Werik  
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By \_\_\_\_\_  
Chris Taylor  
Director of Project Development

UTAH ASSOCIATED MUNICIPAL  
POWER SYSTEMS

By  \_\_\_\_\_ (MARSHALL EMPEY)  
FOX Doug Hunter  
General Manager

PORTLAND GENERAL ELECTRIC  
COMPANY

By \_\_\_\_\_  
Joe McArthur  
Vice President, Transmission and  
Customer Service

TRANSCANADA ENERGY

By \_\_\_\_\_  
Ken Tate  
Vice President Power Transmission

BASIN ELECTRIC POWER  
COOPERATIVE

By \_\_\_\_\_  
Mike Risan  
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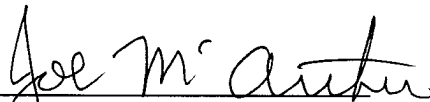
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Vice President, Transmission and  
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By \_\_\_\_\_  
Stuart Werik  
Vice President, Operations

TRANSCANADA ENERGY

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Hank Petran  
Vice-President  
Ken Tate  
Vice President Power Transmission

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Chris Taylor  
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BASIN ELECTRIC POWER  
COOPERATIVE

By   
Mike Risan  
Senior Vice President, Transmission

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14th day of September, 2009, I caused the foregoing filing to be submitted via hand delivery to Kimberly D. Bose, Secretary for the Federal Energy Regulatory Commission, and emailed copies of this filing to

- (1) The parties to the dockets identified in footnote 3, FERC Docket Nos. OA08-23, OA08-55, OA08-28, OA08-54, OA08-31, OA08-56, OA08-40, OA08-57, OA08-45, OA08-118; the parties to the dockets identified in footnote 8, FERC Docket Nos. OA08-54, ER09-229, OA08-55, ER09-230, OA08-56, ER09-231, OA08-57, ER09-232, OA08-99, ER09-233, OA08-118, ER09-234;
  
- (2) The parties to the planning agreement proposed for termination in this filing: Basin Electric Power Cooperative, Black Hills Power, Inc., Deseret Generation & Transmission Co-operative, Inc., Horizon Wind Energy, Idaho Power Company, NorthWestern Corporation, PacifiCorp, Portland General Electric Company, TransCanada Energy, and Utah Associated Municipal Power Systems; and
  
- (3) The state public utility commission representatives participating in the NTTG Planning Committee: Lee Beyers, Ric Campbell, Larry Nordell, Steve Oxley, and Ken Toole.

/s/

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Sign

Sarah E. Church  
Legal Assistant to Malcolm C. McLellan