August 17, 2009

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

RE: Southwest Power Pool, Inc., Docket No. ER09-659-009
Compliance Filing

Dear Secretary Bose:

Southwest Power Pool, Inc. ("SPP") hereby submits an original and five (5) copies of the instant filing that makes certain revisions to the Agreement between Southwest Power Pool, Inc. and Entergy Services, Inc. to Implement Principles Governing Regional Planning in Accordance with the Regional Planning Requirements of the Federal Energy Regulatory Commission ("Letter Agreement") in compliance with the Federal Energy Regulatory Commission’s ("FERC" or "Commission") June 18, 2009 order in Docket No. OA08-59-003 & -004 as more fully described below.1

I. Background

On February 6, 2009, SPP filed the executed Letter Agreement between SPP and Entergy Services, Inc. ("Entergy") as Rate Schedule No. 11 in the SPP Open Access Transmission Tariff ("OATT").2 SPP requested an effective date of April 8, 2009, for the Letter Agreement. On April 10, 2009, the Commission accepted SPP’s February 6 filing, as amended by the February 9 Filing, and made it effective April 8, 2009, subject to

1 See Entergy Servs., Inc., 127 FERC ¶ 61,272, at P 64 (2009) ("June 18 Order").
2 On February 9, 2009, SPP made an amendatory filing correcting the tariff designation of the Letter Agreement and modifying an incorrect reference. ("February 9 Filing").
refund and to the outcome of SPP’s Order No. 890 compliance filing in Docket No. OA08-61-001 and Entergy’s Order No. 890 compliance filing in Docket No. OA08-59-004.³

On May 21, 2009, the Commission issued an order in Docket No. OA08-61 that, among other things, deferred a Commission determination of whether the Letter Agreement complied with the Order No. 890 requirements for regional planning until the Commission ruled on Entergy’s Attachment K compliance filing made on February 6, 2009, in Docket No. OA08-59.⁴

Subsequently, the Commission found that Entergy’s Attachment K filing, with certain modifications, complied with the regional participation principle as detailed in Order No. 890.⁵ The Commission also required SPP to make corresponding modifications to the Letter Agreement.⁶

II. Discussion

The June 18 Order directed several modifications to specific language in Entergy’s Attachment K that corresponds to language in the Letter Agreement. In response to these requirements, SPP and Entergy have discussed and agreed to the specific revisions to the regional planning portions of Entergy’s Attachment K that corresponds to provisions contained in the Letter Agreement, as well as the deletion of the confidentiality agreement previously included in the February 9 Filing due to the modifications of Section 1.5.9.6 of the Principles Governing Regional Planning as attached to the Letter Agreement. Therefore, the instant filing contains consistent revisions to the Letter Agreement to correspond to the revisions in Entergy’s Attachment K that Entergy has filed today in compliance with the June 18 Order. SPP is authorized to state that Entergy agrees with the revisions to the Letter Agreement contained herein.

III. Additional Information

Pursuant to Section 35.13(b)(1) of the Commission’s regulations, the following documents, in addition to this transmittal letter, are included in support of the instant filing:

Attachment A - Clean sheets incorporating the red-lined changes contained in Attachment B

⁵ See June 18 Order at P 64.
⁶ Id.
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Attachment B - Red-lined changes to the Letter Agreement to implement the revisions contained in this filing  

IV. Effective Date and Waiver

Pursuant to section 35.11 of the Commission’s rules and regulations, 18 C.F.R. § 35.11, SPP requests a waiver of the Commission’s 60-day notice requirement set forth at 18 C.F.R. § 35.3 in order to maintain the Letter Agreement’s current effective date of April 8, 2009. The instant compliance filing merely incorporates the modifications to Entergy’s Attachment K, and by extension the Letter Agreement, as required by the June 18 Order. Accordingly, SPP contends that waiver is appropriate.

V. Notice and Service

SPP has served a copy of this filing on representatives for Entergy. Additionally, SPP has served a copy of this filing on all its Members and Customers and has posted a complete copy of this filing on the SPP web site, www.spp.org. SPP has also served a copy on all of the affected state commissions.

VI. Conclusion

For the foregoing reasons, SPP respectfully requests that the Commission find that SPP has complied with the directives contained in the Commission’s June 18 Order with respect to the Letter Agreement and accept the instant filing.

Respectfully submitted,

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Attachment A
Southwest Power Pool
Original Rate Schedule FERC No. 1

First Revised Sheet No. 5
Superseding Original Sheet No. 5

Attachment to the Agreement to
Implement Principles Governing Regional Planning

Principles Governing Regional Planning

Definitions

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

"Confidential Information" shall mean: (a) all data and information, whether furnished before or after the execution of this Agreement, whether oral, written, or recorded/electronic, and regardless of the manner in which it is furnished, that is marked "Confidential" or "Proprietary" or which, under all of the circumstances, should be treated as confidential or proprietary; (b) any data or information deemed confidential under some other form of confidentiality agreement or tariff that is provided to a Party; (c) all reports, summaries, compilations, analyses, notes, or any other data or information of a Party hereto which are based on, contain, or reflect any Confidential Information; and (e) any data and information which, if disclosed by a transmission function employee of a utility regulated by the Commission to a market function employee of the same utility system, other than by public posting, would violate FERC's Standards of Conduct set forth in 18 C.F.R. Part 358. The Parties agree that Confidential Information constitutes commercially sensitive and proprietary trade secret information. Confidential Information includes, but is not limited to, (i) customer-specific information regarding: load forecasts, billing determinants, scheduling and reservation data, power purchases, and contracts; (ii) generator-specific information regarding: unit commitment and dispatch levels, generator cost data, heat rates, outage and maintenance schedules, operating restrictions, ramp rates, and automatic generation control capability and ranges; and (iii) system information regarding: avoided costs and system incremental costs.

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

"Governmental Authority" shall mean any federal, state, regional, local, or foreign court, tribunal, government, governmental agency, military, governmental or regulatory body or authority over the transmission and/or generation facilities of a Party or the Parties.

"Joint Planning Committee" or "JPC" shall be as defined in Section 1.2.

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"LTTIWG" shall mean the Long-Term Transmission Issues Working Group, a stakeholder working group formed as part of the ICT stakeholder process to address, among other things, Entergy's long-term transmission expansion planning process, or a successor stakeholder group thereto. "Regional Participant" shall mean a participant in the LTTIWG or the TWG.

"Regional Planning Party" or "Regional Planning Parties" shall be as defined in Section 1.1.

"Regional Planning Process" shall be as defined in Section 1.5.

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

"Regional Study" shall mean an economic transmission planning study or reliability transmission study conducted in accordance with Section 1.5.

"TWG" shall mean SPP's Transmission Working Group, or a successor stakeholder group thereto.

Text

1.1 SPP and Entergy (individually a "Regional Planning Party" and collectively the "Regional Planning Parties") shall, in accordance with this Article, (a) share Approved Expansion Plans to ensure that they are simultaneously feasible and otherwise share and use consistent assumptions and data in the development of such system plans, (b) identify system enhancements that could relieve congestion or integrate new resources, and (c) address requests for Regional Studies submitted in accordance with the Regional Planning Party's respective OATTs.

1.2 Joint Planning Committee

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

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shall be responsible for the scheduling of meetings, the preparation of agendas for meetings, and the production of minutes of meetings.

1.2.2 The JPC:

1.2.2.1 may request information from a Regional Planning Party as provided herein;

1.2.2.2 shall have responsibility leading all meetings related thereto;

1.2.2.3 shall ensure that all JPC or associated meetings conform to the intent of FERC’s Standards of Conduct;

1.2.2.4 may establish working groups as necessary to provide for adequate review, performance, and development of Regional Studies;

1.2.2.5 shall, as necessary, coordinate the provision of information by the Regional Planning Parties to federal and state agencies or other regional or multi-state bodies;

1.2.2.6 shall, as necessary, establish a schedule for the rotation of responsibility for data management, coordination of Regional Stakeholder Meetings, coordination of analysis activities, report preparation, and other activities;

1.2.2.7 shall meet at least annually to review transmission planning activities associated with the joint planning process described in this Article; and

1.2.2.8 shall, as necessary, engage in dispute resolution under Section 1.7.

1.3 Sharing of System Plans and Associated Data and Assumptions

1.3.1 Subject to Section 1.6, each Regional Planning Party shall provide the other Regional Planning Party with the following data and information to the extent such data and information is necessary to ensure (a) the simultaneous feasibility of the Regional Planning Parties' Approved Expansion Plans and (b) the use of consistent assumptions and data in the development of such system plans:

1.3.1.1 Each Regional Planning Party's Approved Expansion Plan.

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

1.3.1.3 Access to Base Case Models (up to the next ten (10) years) will be provided as requested to either Regional Planning Party or the JPC.

1.3.1.4 The status of System Impact Studies, Facilities Studies, Interconnection System Impact Studies, and Interconnection Facilities Studies, to the extent that a commitment has been made to a system enhancement as a result of any such studies.

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

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

1.3.1.7 The timing of each planned enhancement referenced in Section 1.3.1.4 or that otherwise is included in a Regional Planning Party's Approved Expansion Plan. Such information shall include (a) estimated completion dates, (b) project mobilization schedules, (c) the likelihood that a system enhancement will be completed, (d) whether/when the system enhancement should be included in System Impact Studies, Facilities Studies, Interconnection System Impact Studies, Interconnection Facilities Studies, Inter-Regional Studies, Regional Studies, and any other reliability or economic transmission plan or model prepared in accordance with each Regional Planning Party’s tariff, and (e) all related applications for regulatory approval and the status thereof. Such information shall be provided annually and as changes in status occur. The Regional Planning Parties shall post the same information for regional planning purposes, including modeling response files (IDEV files), posted with regard to the development of their Approved Expansion Plans.
1.3.1.8 Information regarding long-term firm transmission services on all modeled interfaces that are necessary to reflect system limits or conditions.

1.3.1.9 Summaries of (a) each Regional Planning Party’s reliability studies related to development of Approved Expansion Plans and (b) any other reliability assessment(s) required under each Party’s tariff.

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

1.3.2 The information identified in this Section 1.3 shall be provided as follows:

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

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

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

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

1.4 Assessing Simultaneous Feasibility of System Plans and Use of Consistent Assumptions and Data

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

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

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

1.5 Regional Studies

1.5.1 Overview

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

1.5.1.2 The JPC will be responsible for providing the technical support and personnel required for the Regional Planning Process.

1.5.1.3 The JPC shall, based upon the requested studies and considering stakeholder input, lead the development of study assumptions, perform additional model development, and perform any other coordination efforts with Regional Participants, other interested parties, and impacted external planning processes necessary to perform a Regional Study consistent with this Article. The JPC also shall, as necessary to perform a Regional Study: (a) perform analyses, (b) develop solution options, (c) evaluate stakeholder-suggested solution options, and (d) develop reports. After a Regional Study is completed, the JPC shall distribute applicable reports, subject to any applicable confidentiality provisions, to all stakeholders.

1.5.2 Performing Regional Studies

1.5.2.1 The Regional Planning Process shall include performing up to a total of five Step 1 and Step 2 Regional Studies annually.

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

1.5.3 Requesting Regional Studies

1.5.3.1 Any interested party may request a Regional Study under the applicable Regional Planning Party's OATT, through the LTTIWG, or through the TWG.

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

1.5.4 Regional Stakeholder Meetings

1.5.4.1 During each cycle of the Regional Planning Process, which cycle is bi-annual in duration, the JPC will conduct three Regional Stakeholder Meetings. The information to be discussed at such meetings will be made available in draft form for stakeholder review prior to any such meeting by posting on the SPP and Entergy websites. The JPC will use reasonable efforts to make such information available at least 10 calendar days prior to the particular meeting.

1.5.4.2 At the first Regional Stakeholder Meeting:

1.5.4.2.1 all requests for Regional Studies will be presented;

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

1.5.4.2.3 stakeholders will be provided an opportunity to provide comments regarding the assumptions to be used in the applicable study.
1.5.4.3 After the JPC performs initial analyses of the Regional Studies, it will conduct the second Regional Stakeholder Meeting. At this meeting:

1.5.4.3.1 the results of the initial analyses will be reviewed; and

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

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

1.5.4.4.1 the Regional Study reports will be presented to stakeholders; and

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

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

1.5.5 Construction of System Enhancements Identified in Regional Studies

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

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

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

1.5.7 Recovery of Regional Study Costs

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

1.5.7.2 Each Regional Planning Party may recover its costs associated with performing Regional Studies in accordance with that Regional Planning Party's OATT.

1.5.7.3 A stakeholder requesting a Regional Study may be required to enter into agreement(s) with Regional Planning Party(ies) obligating the customer to pay for the Regional Planning Party's(ies') actual costs of the study.

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

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

1.5.8.2 The costs of facilities identified in a Regional Study are to be allocated to the SPP Transmission System to the extent that SPP constructs such facilities. Such costs are to be further allocated in accordance with the SPP RTO OATT.

1.5.9 Stakeholder Participation

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

1.5.9.2 Participants in the Regional Planning Process ("Regional Participants") shall:

   1.5.9.2.1 adhere to FERC's Standards of Conduct requirements in all discussions of the Regional Planning Process;

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1.5.9.2.2 propose and select the Regional Studies to be evaluated;

1.5.9.2.3 provide comments on the scope elements of Regional Studies, including study assumptions, criteria, and methodology; case development and technical analyses; problem identification, assessment, and development of solutions (including proposing alternative solutions for evaluation); comparison and selection of the preferred solution options; and Regional Study reports; and

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

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

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

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

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

1.5.9.6.1 CEII data used in the Regional Planning Process shall be made available from each Regional Planning Party in accordance with provisions established by that party’s tariff.

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

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

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

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

1.5.9.8 The requirements of Sections 1.5.9.6 and 1.5.9.7 shall apply to information that is competitively sensitive/otherwise confidential and also CEII.

1.6 Confidential Information and CEII

1.6.1 Except as may be required by subpoena or other compulsory process, the JPC, the ICT, and the Regional Planning Parties shall not disclose Confidential Information to any person or entity without prior written consent of the party that supplied the Confidential Information. Any data subject to this Section 5.1 will be redacted prior to and is not subject to public review or posting. The handling of any commercially sensitive economic data also will conform to rules and practices set forth by the SPP Economic Modeling and Methods Task Force and Entergy.

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

1.6.1.2 This obligation of confidentiality shall not extend to data and information that, at no fault of a recipient Regional Planning Party, is or was: (a) in the public domain or generally available or known to the public; (b) disclosed to a recipient by a non-Regional Planning Party who had a legal right to do so; (c) independently

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developed by a Regional Planning Party or known to such
Regional Planning Party prior to its disclosure hereunder; and (d)
which is required to be disclosed by subpoena, law, or other
directive of a Governmental Authority.

1.6.2 Except as may be required by subpoena or other compulsory process,
information designated as CEII shall be made available to a party only
after such party complies with Section 1.5.9.6.

1.6.3 Upon receipt of a subpoena or other compulsory process for the disclosure
of Confidential Information or CEII, the Regional Planning Party
receiving such subpoena or other compulsory process shall promptly
notify the Regional Planning Party that supplied the applicable data, shall
furnish all reasonable assistance requested by the supplying Regional
Planning Party to prevent disclosure, and shall not release the data until
the supplying Regional Planning Party provides written consent or until
the supplying Regional Planning Party's legal options are exhausted.
Upon request from a Governmental Authority for Confidential
Information or CEII, such consent may not be unreasonably withheld if
the Governmental Authority agrees to maintain confidentiality with a
protective order or other procedure(s) of the agency for protecting
Confidential Information or CEII.

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

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

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Filed to comply with orders of the Federal Energy Regulatory Commission, Docket No. OA08-
59, Entergy Servs., Inc., 127 FERC ¶ 61,272 (2009), Docket No. OA08-61, Southwest Power
Pool, Inc., 127 FERC ¶ 61,171 (2009) and Docket No. ER09-659, Southwest Power Pool, Inc.,
127 FERC ¶ 61,032 (2009).
return of Confidential Information shall a receiving Regional Planning Party retain copies of any Confidential Information or CEII provided by a supplying Regional Planning Party.

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

1.8 Dispute Resolution Procedures

1.7.1 Any procedural or substantive dispute between a stakeholder and a Regional Planning Party that arises from the Regional Planning Process will be addressed by the Regional Planning Party's dispute resolution procedures in its OATT. If the dispute involves both Regional Planning Parties, the Regional Planning Parties and the affected stakeholders will use reasonable efforts to consolidate the resolution of the dispute.

1.7.2 A dispute between stakeholders that does not involve a Regional Planning Party (other than a Regional Planning Party's ownership and/or control of the underlying facilities), is to be resolved using FERC's alternative means of dispute resolution or other means agreed to by the stakeholders.

1.7.3 The Regional Planning Parties shall attempt in good faith to achieve consensus among the Regional Planning Parties with respect to all matters arising under this Article and to use reasonable efforts through good faith discussion and negotiation to avoid and resolve disputes that could delay or impede a Regional Planning Party from receiving the benefits of this Article. The dispute resolution procedures under this Section 1.7 apply to any dispute between the Regional Planning Parties that arises from a Regional Planning Party's performance of, or failure to perform, this Article and which the Regional Planning Parties are unable to resolve prior to invocation of these procedures.

1.7.3.1 In the event a dispute arises, a Regional Planning Party must initially give Notice of the dispute to the JPC. Within fifteen (15)
days of such Notice, the JPC shall meet and the Regional Planning Parties will attempt to resolve the Dispute by reasonable efforts through good faith discussion and negotiation. In addition to a Regional Planning Party's JPC representative, a Regional Planning Party shall also be permitted to bring no more than two (2) additional individuals to JPC meetings held in attempts to resolve the Dispute as subject matter experts; however, all such participants must be employees of the Regional Planning Party they represent or of the ICT. In addition, each Regional Planning Party may bring no more than two (2) attorneys.

1.7.3.2 In the event a dispute arises and the JPC has been unsuccessful in resolving the dispute, a Regional Planning Party may give Notice of the dispute to the other Regional Planning Party. Within fifteen (15) days of such Notice, the matter shall be referred to a designated senior representative of each Regional Planning Party for resolution on an informal basis.

1.7.3.3 In the event the designated representatives are unable to resolve the claim or dispute within thirty (30) calendar days of the Notice of dispute, such claim or dispute may, upon mutual agreement of the parties, be submitted to mediation under terms and conditions agreed to by the Regional Planning Parties.

1.7.3.4 In the event the Regional Planning Parties do not reach agreement through mediation conducted in accordance with Section 1.7.3.3, or do not agree to submit such claim or dispute to mediation, such claim or dispute may, upon mutual agreement of the Regional Planning Parties, be submitted to arbitration in accordance with terms agreed to by the Regional Planning Parties.

1.7.3.5 Except to the extent the parties mutually agree to arbitration in accordance with Section 1.7.3.4, the foregoing is without prejudice to a Regional Planning Party requesting at any time that FERC resolve any dispute that is within the jurisdiction of FERC, including, but not limited to, by submitting a complaint pursuant to Section 206 of the Federal Power Act.

1.7.3.6 Notwithstanding the foregoing, in the event of disputes involving Confidential Information, infringement or ownership of Intellectual Property or rights pertaining thereto, or any dispute where a Regional Planning Party seeks temporary or preliminary injunctive relief to avoid alleged immediate and irreparable harm, the procedures stated in this Article shall apply, but shall not
1.7.4 The failure of a Regional Planning Party to insist, on any occasion, upon strict performance of any provision of this Article will not be considered a waiver of any right held by such Regional Planning Party. Any waiver on any specific occasion by either Regional Planning Party shall not be deemed a continuing waiver of such right, nor shall it be deemed a waiver of any other right under this Article.
Southwest Power Pool
Original Rate Schedule FERC No. 11

First Revised Sheet No. 18
Superseding Original Sheet No. 18

[Reserved For Future Use]

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Southwest Power Pool
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First Revised Sheet No. 19
Superseding Original Sheet No. 19

[Reserved For Future Use]

Issued by: Heather H. Starnes, Manager, Regulatory Policy     Effective: April 8, 2009
Issued on: August 17, 2009
Attachment B
Definitions

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

"Confidential Information" shall mean: (a) all data and information, whether furnished before or after the execution of this Agreement, whether oral, written, or recorded/electronic, and regardless of the manner in which it is furnished, that is marked "Confidential" or "Proprietary" or which, under all of the circumstances, should be treated as confidential or proprietary; (b) any data or information deemed confidential under some other form of confidentiality agreement or tariff that is provided to a Party; (c) all reports, summaries, compilations, analyses, notes, or any other data or information of a Party hereto which are based on, contain, or reflect any Confidential Information; and (e) any data and information which, if disclosed by a transmission function employee of a utility regulated by the Commission to a market function employee of the same utility system, other than by public posting, would violate FERC’s Standards of Conduct set forth in 18 C.F.R. Part 358. The Parties agree that Confidential Information constitutes commercially sensitive and proprietary trade secret information. Confidential Information includes, but is not limited to, (i) customer-specific information regarding: load forecasts, billing determinants, scheduling and reservation data, power purchases, and contracts; (ii) generator-specific information regarding: unit commitment and dispatch levels, generator cost data, heat rates, outage and maintenance schedules, operating restrictions, ramp rates, and automatic generation control capability and ranges; and (iii) system information regarding: avoided costs and system incremental costs.

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

"Governmental Authority" shall mean any federal, state, regional, local, or foreign court, tribunal, government, governmental agency, military, governmental or regulatory body or authority over the transmission and/or generation facilities of a Party or the Parties.

"Joint Planning Committee" or "JPC" shall be as defined in Section 1.2.

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"LTTIWG" shall mean the Long-Term Transmission Issues Working Group, a stakeholder working group formed as part of the ICT stakeholder process to address, among other things, Entergy's long-term transmission expansion planning process, or a successor stakeholder group thereto.

"Regional Participant" shall mean a participant in the LTTIWG or the TWG.

"Regional Planning Party" or "Regional Planning Parties" shall be as defined in Section 1.1.

"Regional Planning Process" shall be as defined in Section 1.5.

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

"Regional Study" shall mean an economic transmission planning study or reliability transmission study-conducted in accordance with Section 1.5.

"TWG" shall mean SPP's Transmission Working Group, or a successor stakeholder group thereto.

Text

1.1 SPP and Entergy (individually a "Regional Planning Party" and collectively the "Regional Planning Parties") shall, in accordance with this Article, (a) share system Approved Expansion plans Plans to ensure that they are simultaneously feasible and otherwise share and use consistent assumptions and data in the development of such system plans, (b) identify system enhancements that could relieve congestion or integrate new resources, and (c) address requests for Regional Studies submitted in accordance with the Regional Planning Party's respective OATTs.

1.2 Joint Planning Committee

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

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shall be responsible for the scheduling of meetings, the preparation of agendas for meetings, and the production of minutes of meetings.

1.2.2 The JPC:

1.2.2.1 may request information from a Regional Planning Party as provided herein;

1.2.2.2 shall have responsibility leading all meetings related thereto;

1.2.2.3 shall ensure that all JPC or associated meetings conform to the intent of FERC's Standards of Conduct;

1.2.2.4 may establish working groups as necessary to provide for adequate review, performance, and development of Regional Studies;

1.2.2.5 shall, as necessary, coordinate the provision of information by the Regional Planning Parties to federal and state agencies or other regional or multi-state bodies;

1.2.2.6 shall, as necessary, establish a schedule for the rotation of responsibility for data management, coordination of Regional stakeholder meetings, coordination of analysis activities, report preparation, and other activities;

1.2.2.7 shall meet at least annually to review transmission planning activities associated with the joint planning process described in this Article; and

1.2.2.8 shall, as necessary, engage in dispute resolution under Section 1.7.

1.3 Sharing of System Plans and Associated Data and Assumptions

1.3.1 Subject to Section 1.6, each Regional Planning Party shall provide the other Regional Planning Party with the following data and information to the extent such data and information is necessary to ensure (a) the simultaneous feasibility of the Regional Planning Parties' approved Expansion plans and (b) the use of consistent assumptions and data in the development of such system plans:

1.3.1.1 Each Regional Planning Party's approved Expansion plan.
1.3.1.2 Data for the development of transmission modeling of lead-flow,
short-circuit, and stability cases. Data will include (a) all relevant modeling information, including ten (10) year load forecasts and (b) as well as all critical assumptions that are used in the development of the applicable party's models.

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

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

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

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

1.3.1.7 The timing of each planned enhancement referenced in Section 1.3.1.4 or that otherwise is included in a Regional Planning Party's Approved Expansion Plan. Such information shall include (a) estimated completion dates, (b) project mobilization schedules, (c) the likelihood that a system enhancement will be completed, (d) whether/when the system enhancement should be included in System Impact Studies, Facilities Studies, Interconnection System Impact Studies, Interconnection Facilities Studies, Inter-Regional Studies, Regional Studies, and any other reliability or economic transmission plan or model prepared in accordance with each Regional Planning Party's tariff, system expansion studies, system impact studies and generation interconnection studies, and (e) all related applications for regulatory approval and the status thereof. Such information shall be provided annually and as changes in status.

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occur. The Regional Planning Parties shall post the same information for regional planning purposes, including modeling response files (IDEV files), posted with regard to the development of their Approved Expansion Plans.

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

1.3.1.9 Summaries of (a) each Regional Planning Party’s reliability studies related to development of Approved Expansion Plans and (b) any other reliability assessment(s) required under each Party’s tariff. Each Regional Planning Party’s reliability assessment(s).

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

1.3.2 The information identified in this Section 1.3 shall be provided as follows:

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

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

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

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

1.4 Assessing Simultaneous Feasibility of System Plans and Use of Consistent Assumptions and Data

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

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

1.4.3 To the extent that the Regional Planning Parties determine that their...

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data or assumptions used in the development of such system plans is inconsistent, the Regional Planning Parties shall notify the JPC, which shall then attempt to identify solutions that will ensure that the Regional Planning Parties' plans are simultaneously feasible and that the data or assumptions used in the development of such system plans is consistent. Each Regional Planning Party will work with its applicable stakeholder working group or groups to attempt to identify solutions that will ensure that the Regional Planning Parties' plans are simultaneously feasible.

1.5 Regional Studies

1.5.1 Overview

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

1.5.1.2 The JPC will be responsible for providing the technical support and personnel required for the Regional Planning Process.

1.5.1.3 The JPC shall, based upon the requested studies and considering stakeholder input, lead the development of study assumptions, perform additional model development, and perform any other coordination efforts with Regional Participants, other interested parties, stakeholders and impacted external planning processes necessary to perform a Regional Study consistent with this Article. The JPC also shall, as necessary to perform a Regional Study: (a) perform analyses, (b) develop solution options, (c) evaluate stakeholder-suggested solution options, and (d) develop reports. After a Regional Study is completed, the JPC shall distribute applicable reports, subject to any applicable confidentiality provisions, to all stakeholders.

1.5.2 Performing Regional Studies

1.5.2.1 The Regional Planning Process shall include performing up to a total of five Step 1 and Step 2 Regional Studies annually.

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

1.5.3 Requesting Regional Studies

1.5.3.1 Any interested party, an eligible transmission customer, an eligible customer, or an interconnection customer under either Regional Planning Party's OATT (including Entergy's wholesale merchant function) may request a Regional Study under the applicable Regional Planning Party's OATT, through the LTIIWG, or through the TWG.

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

1.5.4 Regional Stakeholder Meetings

1.5.4.1 During each cycle of the Regional Planning Process, which cycle is bi-annual in duration, the JPC will conduct three Regional Stakeholder Meetings. The information to be discussed at such meetings will be made available in draft form for stakeholder review prior to any such meeting by posting on the SPP and Entergy websites. The JPC will use reasonable efforts to make such information available at least 10 calendar days prior to the particular meeting.

1.5.4.2 At the first Regional Stakeholder Meeting:

1.5.4.2.1 all requests for Regional Studies will be presented;

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

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1.5.4.2.3 stakeholders will be provided an opportunity to provide comments regarding the assumptions to be used in the applicable study.
1.5.4.3 After the JPC performs initial analyses of the Regional Studies, it will conduct the second Regional Stakeholder Meeting. At this meeting:

1.5.4.3.1 the results of the initial analyses will be reviewed; and

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

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

1.5.4.4.1 the Regional Study reports will be presented to stakeholders; and

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

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

1.5.5 Construction of System Enhancements Identified in Regional Studies

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

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

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

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

1.5.7 Recovery of Regional Study Costs

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

1.5.7.2 Each Regional Planning Party may recover its costs associated with performing Regional Studies in accordance with that Regional Planning Party's OATT.

1.5.7.3 A stakeholder requesting a Regional Study may be required to enter into agreement(s) with Regional Planning Party(ies) obligating the customer to pay for the Regional Planning Party's(ies') actual costs of the study.

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

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

1.5.8.2 The costs of facilities identified in a Regional Study are to be allocated to the SPP Transmission system to the extent that SPP constructs such facilities. Such costs are to be further allocated in accordance with the SPP RTO OATT.

1.5.9 Stakeholder Participation

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

1.5.9.2 Participants in the Regional Planning Process ("Regional Participants") shall:

1.5.9.2.1 adhere to FERC's Standards of Conduct requirements in all discussions of the Regional Planning Process;

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1.5.9.2.2 propose and select the Regional Studies to be evaluated;

1.5.9.2.3 provide comments on the scope elements of Regional Studies, including study assumptions, criteria, and methodology; case development and technical analyses; problem identification, assessment, and development of solutions (including proposing alternative solutions for evaluation); comparison and selection of the preferred solution options; and Regional Study reports; and

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

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

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

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

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

1.5.9.6.1 and, unless otherwise indicated in a Regional Planning Party's tariff, is as follows: CEII data used in the Regional Planning Process shall be made available from each Regional Planning Party in accordance with provisions established by that party's tariff.

1.5.9.6.2 Upon a Regional Planning Party's receipt of a request for CEII data of another Regional Planning Party, the Regional Planning Party receiving the request shall promptly notify the other Regional Planning Party of the request.
1.5.9.6.1 The Regional Participant must request and obtain from FERC the applicable FERC Form No. 715 data (that includes CEII data); and

1.5.9.6.2 The Regional Participant must, after request, but prior to delivery of requested data, execute a Confidentiality Agreement in the form of Appendix I hereto.

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

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

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

1.5.9.8 The requirements of Sections 1.5.9.6 and 1.5.9.7 shall apply to information that is competitively sensitive/otherwise confidential and also CEII.

1.6 Confidential Information and CEII

1.6.1 Except as may be required by subpoena or other compulsory process, the JPC, the ICT, and the Regional Planning Parties shall not disclose Confidential Information to any person or entity without prior written consent of the party that supplied the Confidential Information. Any data subject to this Section 5.1 will be redacted prior to and is not subject to public review or posting. The handling of any commercially sensitive economic data also will conform to rules and practices set forth by the SPP Economic Modeling and Methods Task Force and Entergy.

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

1.6.1.2 This obligation of confidentiality shall not extend to data and information that, at no fault of a recipient Regional Planning Party, is or was: (a) in the public domain or generally available or known to the public; (b) disclosed to a recipient by a non-Regional Planning Party who had a legal right to do so; (c) independently...
developed by a Regional Planning Party or known to such Regional Planning Party prior to its disclosure hereunder; and (d) which is required to be disclosed by subpoena, law, or other directive of a Governmental Authority.

1.6.2 Except as may be required by subpoena or other compulsory process, information designated as CEII shall be made available to a party only after such party executes a Confidentiality Agreement in the form of Appendix I hereto and complies with Section 1.5.9.6.

1.6.3 Upon receipt of a subpoena or other compulsory process for the disclosure of Confidential Information or CEII, the Regional Planning Party receiving such subpoena or other compulsory process shall promptly notify the Regional Planning Party that supplied the applicable data, shall furnish all reasonable assistance requested by the supplying Regional Planning Party to prevent disclosure, and shall not release the data until the supplying Regional Planning Party provides written consent or until the supplying Regional Planning Party's legal options are exhausted. Upon request from a Governmental Authority for Confidential Information or CEII, such consent may not be unreasonably withheld if the Governmental Authority agrees to maintain confidentiality with a protective order or other procedure(s) of the agency for protecting Confidential Information or CEII.

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

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

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

1.8 Dispute Resolution Procedures

1.7.1 Any procedural or substantive dispute between a stakeholder and a Regional Planning Party that arises from the Regional Planning Process will be addressed by the Regional Planning Party's dispute resolution procedures in its OATT. If the dispute involves both Regional Planning Parties, the Regional Planning Parties and the affected stakeholders will use reasonable efforts to consolidate the resolution of the dispute.

1.7.2 A dispute between stakeholders that does not involve a Regional Planning Party (other than a Regional Planning Party's ownership and/or control of the underlying facilities), is to be resolved using FERC's alternative means of dispute resolution or other means agreed to by the stakeholders.

1.7.3 The Regional Planning Parties shall attempt in good faith to achieve consensus among the Regional Planning Parties with respect to all matters arising under this Article and to use reasonable efforts through good faith discussion and negotiation to avoid and resolve disputes that could delay or impede a Regional Planning Party from receiving the benefits of this Article. The dispute resolution procedures under this Section 1.7 apply to any dispute between the Regional Planning Parties that arises from a Regional Planning Party's performance of, or failure to perform, this Article and which the Regional Planning Parties are unable to resolve prior to invocation of these procedures.

1.7.3.1 In the event a dispute arises, a Regional Planning Party must initially give Notice of the dispute to the JPC. Within fifteen (15)

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days of such Notice, the JPC shall meet and the Regional Planning Parties will attempt to resolve the Dispute by reasonable efforts through good faith discussion and negotiation. In addition to a Regional Planning Party's JPC representative, a Regional Planning Party shall also be permitted to bring no more than two (2) additional individuals to JPC meetings held in attempts to resolve the Dispute as subject matter experts; however, all such participants must be employees of the Regional Planning Party they represent or of the ICT. In addition, each Regional Planning Party may bring no more than two (2) attorneys.

1.7.3.2 In the event a dispute arises and the JPC has been unsuccessful in resolving the dispute, a Regional Planning Party may give Notice of the dispute to the other Regional Planning Party. Within fifteen (15) days of such Notice, the matter shall be referred to a designated senior representative of each Regional Planning Party for resolution on an informal basis.

1.7.3.3 In the event the designated representatives are unable to resolve the claim or dispute within thirty (30) calendar days of the Notice of dispute, such claim or dispute may, upon mutual agreement of the parties, be submitted to mediation under terms and conditions agreed to by the Regional Planning Parties.

1.7.3.4 In the event the Regional Planning Parties do not reach agreement through mediation conducted in accordance with Section 1.7.3.3, or do not agree to submit such claim or dispute to mediation, such claim or dispute may, upon mutual agreement of the Regional Planning Parties, be submitted to arbitration in accordance with terms agreed to by the Regional Planning Parties.

1.7.3.5 Except to the extent the parties mutually agree to arbitration in accordance with Section 1.7.3.4, the foregoing is without prejudice to a Regional Planning Party requesting at any time that FERC resolve any dispute that is within the jurisdiction of FERC, including, but not limited to, by submitting a complaint pursuant to Section 206 of the Federal Power Act.

1.7.3.6 Notwithstanding the foregoing, in the event of disputes involving Confidential Information, infringement or ownership of Intellectual Property or rights pertaining thereto or any dispute where a Regional Planning Party seeks temporary or preliminary injunctive relief to avoid alleged immediate and irreparable harm, the procedures stated in this Article shall apply, but shall not
1.7.4 The failure of a Regional Planning Party to insist, on any occasion, upon strict performance of any provision of this Article will not be considered a waiver of any right held by such Regional Planning Party. Any waiver on any specific occasion by either Regional Planning Party shall not be deemed a continuing waiver of such right, nor shall it be deemed a waiver of any other right under this Article.

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Confidentiality Agreement

As of the Effective Date indicated above, this Confidentiality Agreement ("Agreement") will govern the manner in which the Disclosing Party will disclose the Confidential Information (as defined herein) to the Receiving Party (as defined herein). For purposes of this Agreement, the Disclosing Party will provide the Confidential Information to the Receiving Party in the manner specified by the Disclosing Party, subject to the terms and conditions set forth herein.

Confidential Information includes, but is not limited to, the following:

- Information that is proprietary to the Disclosing Party and is marked "Confidential" or "Proprietary" or that is otherwise identified as such.
- Information that is known or reasonably believed by the Disclosing Party to be trade secrets or other confidential information.
- Information that is not generally available to the public.
- Information that is protected by copyright, patent, trademark, or other intellectual property laws.
- Information that is subject to confidentiality agreements with third parties.

The Disclosing Party will take reasonable steps to ensure that the Confidential Information is protected from unauthorized disclosure or use.

The Receiving Party agrees to:

1. Keep the Confidential Information confidential and not disclose or use the Confidential Information for any purpose other than as necessary to perform the services or obligations specified in this Agreement.
2. Use reasonable efforts to prevent unauthorized disclosure or use of the Confidential Information.
3. Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.
4. Destroy or return to the Disclosing Party any copies of the Confidential Information upon request.

The Receiving Party acknowledges that any breach of this Agreement will result in irreparable harm to the Disclosing Party, and therefore, the Receiving Party agrees to indemnify and hold harmless the Disclosing Party from any and all damages resulting from such breach.

This Agreement shall be governed by and construed in accordance with the laws of the State of [State] without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of [State].

This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, warranties, and discussions, whether written or oral, with respect to the subject matter hereof.

[Signature]
Disclosing Party

[Signature]
Receiving Party
Southwest Power Pool
Original Rate Schedule FERC No. 11

First Revised Sheet No. 18
Superseding Original Sheet No. 18

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CERTIFICATE OF SERVICE

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

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

/s/ Jeffrey W. Price
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