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March 30, 2012

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

Re: *Southwest Power Pool, Inc.*, Docket No. ER12-____-000
Compliance Filing Revising Rate Schedule in Response to Commission
Order in Docket Nos. ER09-659-002 and EL12-2-000

Dear Secretary Bose:

Pursuant to the Commission's February 29, 2012 order in Docket Nos. ER09-659-002 and EL12-2-000,¹ Southwest Power Pool, Inc. ("SPP") submits revisions to Original Rate Schedule 11 under the SPP Open Access Transmission Tariff ("Tariff")² to comply with the February 29 Order. SPP requests an effective date of March 30, 2012 for the revisions proposed in this filing.

I. BACKGROUND

A. SPP

SPP is a Commission-approved Regional Transmission Organization ("RTO"). It is an Arkansas non-profit corporation with its principal place of business in Little Rock, Arkansas. SPP currently has 65 Members in 9 states serving more than 6 million households in a 370,000 square-mile area. Its Members include 14 investor-owned

¹ *Sw. Power Pool, Inc.*, 138 FERC ¶ 61,150 (2012) ("February 29 Order").

² 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, Southwest Power Pool, Inc., Original Rate Schedule FERC No. 11 (hereinafter "Letter Agreement").

The Honorable Kimberly D. Bose

March 30, 2012

Page 2

utilities, 11 municipal systems, 12 generation and transmission cooperatives, 4 state agencies, 7 independent power producers, 10 power marketers, and 7 independent transmission companies.

As an RTO, SPP administers open access transmission service over 48,930 miles of transmission lines covering portions of Arkansas, Kansas, Louisiana, Missouri, Nebraska, New Mexico, Oklahoma, and Texas, across the facilities of the SPP Transmission Owners.³ SPP's Order No. 890-compliant transmission planning process is set forth in Attachment O of the SPP Tariff.⁴

B. Letter Agreement between SPP and Entergy Services, Inc. (“Entergy”)

On February 6, 2009, SPP filed the Letter Agreement in Docket No. ER09-659-000 to adopt principles governing regional transmission planning between SPP and Entergy pursuant to Order No. 890.⁵ The Commission accepted the Letter Agreement on April 10, 2009, subject to refund and subject to the outcome of SPP's and Entergy's Order No. 890 compliance proceedings in Docket Nos. OA08-61-001 and OA08-59-004, respectively.⁶

On May 21, 2009, the Commission issued an order addressing SPP's Order 890 compliance filing in Docket No. OA08-61 that, among other things, deferred the Commission's determination of whether the Letter Agreement complied with the Order No. 890 requirements for regional planning until the Commission acted on Entergy's

³ See *Sw. Power Pool, Inc.*, 89 FERC ¶ 61,084 (1999); *Sw. Power Pool, Inc.*, 86 FERC ¶ 61,090 (1999); *Sw. Power Pool, Inc.*, 82 FERC ¶ 61,267, *order on reh'g*, 85 FERC ¶ 61,031 (1998).

⁴ *Preventing Undue Discrimination and Preference in Transmission Service*, Order No. 890, 2006-2007 FERC Stats. & Regs., Regs. Preambles ¶ 31,241, *order on reh'g*, Order No. 890-A, 2006-2007 FERC Stats. & Regs., Regs. Preambles ¶ 31,261 (2007), *order on reh'g and clarification*, Order No. 890-B, 123 FERC ¶ 61,299 (2008), *order on reh'g and clarification*, Order No. 890-C, 126 FERC ¶ 61,228 (2009), *order on clarification*, Order No. 890-D, 129 FERC ¶ 61,126 (2009).

⁵ Submission of Letter Agreement Regarding Inter-Regional Planning of Southwest Power Pool, Inc., Docket No. ER09-659-000 (Feb. 6, 2009) (“Letter Agreement Filing”). On February 9, 2009, SPP submitted an amendatory filing to correct certain minor designation and reference errors in the Letter Agreement Filing. See Amendatory Filing of Southwest Power Pool, Inc., Docket No. ER09-659-001 (Feb. 9, 2009).

⁶ *Sw. Power Pool, Inc.*, 127 FERC ¶ 61,032, at PP 1, 16, 18-19 (2009).

The Honorable Kimberly D. Bose
 March 30, 2012
 Page 3

Order No. 890 compliance filing in Docket No. OA08-59.⁷ On June 18, 2009, the Commission issued an order regarding Entergy's Order No. 890 compliance filing, directing Entergy to make certain modifications to its transmission planning process in Attachment K of Entergy's Open Access Transmission Tariff ("Entergy OATT") and directing SPP to adopt corresponding revisions to the Letter Agreement.⁸

SPP submitted revisions to the Letter Agreement to comply with the Entergy 2009 Order on August 17, 2009.⁹ In an order issued March 31, 2010, the Commission directed Entergy to revise certain definitions in Attachment K of the Entergy OATT,¹⁰ which Entergy submitted in a filing on June 1, 2010 and the Commission accepted on November 10, 2010.¹¹

C. February 29 Order

In the February 29 Order, the Commission accepted the August 2009 Compliance Filing, subject to SPP submitting an additional filing to revise the definitions in the Letter Agreement to conform with certain revisions accepted by the Entergy November 2010 Order.¹² The February 29 Order also directed SPP to adopt revisions to the Letter Agreement that conform with revisions that the Commission directed SPP to adopt in Attachment O of the SPP Tariff in Docket No. ER08-1419-000 relating to disclosure of resource-specific data in the planning process.¹³

Finally, in the February 29 Order, the Commission instituted a proceeding pursuant to FPA section 206 to determine the justness and reasonableness of certain language in Section VII.8(b) of Attachment O of the SPP Tariff governing access to Critical Energy Infrastructure Information ("CEII") in the SPP transmission planning

⁷ *Sw. Power Pool, Inc.*, 127 FERC ¶ 61,171, at PP 65-66 (2009).

⁸ *Entergy Servs. Inc.*, 127 FERC ¶ 61,272, at P 64 (2009) ("Entergy 2009 Order").

⁹ Compliance Filing of Southwest Power Pool, Inc., Docket No. ER09-659-002 (Aug. 17, 2009).

¹⁰ *Entergy Servs., Inc.*, 130 FERC ¶ 61,264, at PP 1, 9, 30-31 (2010) ("Entergy March 2010 Order").

¹¹ *Entergy Servs., Inc.*, 133 FERC ¶ 61,130, at PP 1, 10 (2010) ("Entergy November 2010 Order").

¹² February 29 Order at PP 1, 26, 28.

¹³ *Id.* at P 29.

The Honorable Kimberly D. Bose
 March 30, 2012
 Page 4

process, and directed SPP to adopt certain revisions to the CEII provisions in Attachment O.¹⁴

D. SPP Motion for Extension of Time

On March 23, 2012, SPP submitted a motion requesting additional time to comply with the Commission's requirements to: (1) modify the Letter Agreement to address disclosure of resource-specific data; and (2) modify the CEII provisions of Attachment O to add procedures for non-Members to gain access to CEII materials in the SPP planning process.¹⁵ In the motion, SPP indicated that it would submit the required definition changes to the Letter Agreement and delete language in Attachment O referring non-Members to the Commission for access to CEII by March 30, 2012.¹⁶ The Commission granted SPP's motion on March 29, 2012.¹⁷

E. Concurrent Filing of Revisions to Attachment O

Concurrently with this filing, SPP is submitting in a separate docket revisions to Attachment O of the SPP Tariff to remove language directing non-Members and non-Market Participants to the Commission for access to CEII materials.

II. COMPLIANCE FILING

In the Entergy November 2010 Order, the Commission accepted Entergy's proposed revisions to the definitions of "Approved Expansion Plan" and "Regional Stakeholder Meeting."¹⁸ In the February 29 Order, the Commission directed SPP to revise the definitions of these terms in the Letter Agreement to conform with Attachment K of the Entergy OATT.¹⁹ Accordingly, SPP proposes to adopt conforming revisions to the definitions of "Approved Expansion Plan" and "Regional Stakeholder Meeting" in

¹⁴ *Id.* at PP 1, 30-35.

¹⁵ Motion for Extension of Time and Request for Shortened Comment Period and Expedited Action of Southwest Power Pool, Inc., Docket Nos. ER09-659-002 and EL12-2-000 (Mar. 23, 2012) ("SPP Motion").

¹⁶ *Id.* at 4.

¹⁷ *Southwest Power Pool, Inc.*, Notice of Extension of Time, Docket Nos. ER09-659-002 and EL12-2-000 (Mar. 29, 2012) ("March 29 Notice").

¹⁸ Entergy November 2010 Order at P 9; *see also* Entergy March 2010 Order at P 31.

¹⁹ February 29 Order at P 28.

The Honorable Kimberly D. Bose
 March 30, 2012
 Page 5

the Letter Agreement.²⁰ SPP has conferred with Entergy regarding these changes, and Entergy has indicated that the changes are acceptable.

The required changes to the Letter Agreement concerning disclosure of resource-specific data will be submitted in a forthcoming filing, consistent with the March 29 Notice granting the SPP Motion. Development of these changes requires coordination with similar Attachment O revisions that the Commission previously directed SPP to make in the Docket No. ER08-1419-000 proceeding. Consideration of appropriate revisions to address the disclosure of resource-specific data – both in the context of the Letter Agreement and Attachment O – is properly left to SPP’s stakeholder process, as the Commission’s notice acknowledged.²¹ Accordingly, SPP intends to submit these changes on or before May 14, 2012.

III. ADDITIONAL INFORMATION

A. Information Required by the Commission’s Regulations

1. Documents submitted with this filing:

In addition to this transmittal letter, SPP is submitting in electronic format clean and redlined versions of the proposed revisions to the Letter Agreement. As the Letter Agreement was originally filed with the Commission before SPP submitted its baseline eTariff in accordance with Order No. 714,²² SPP submits the Letter Agreement for the first time in the SPP eTariff “Rate Schedules and Seams Agreements” database as Original Rate Schedule FERC No. 11.

2. Effective date:

SPP requests an effective date of March 30, 2012, the date of this filing, for the proposed revisions.

²⁰ See Proposed Letter Agreement, Definitions.

²¹ See March 29 Notice at 1.

²² *Electronic Tariff Filings*, Order No. 714, III FERC Stats. & Regs., Regs. Preambles ¶ 31,276 (2008). SPP submitted its baseline eTariff in Docket No. ER10-1960-000 on July 26, 2012. Baseline Electronic Tariff Filing of Southwest Power Pool, Inc., Docket No. ER10-1960-000 (July 26, 2010) (“SPP Baseline”). The Commission accepted the SPP Baseline, effective July 26, 2010, on October 28, 2010. *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER10-1960-000 (Oct. 28, 2010).

The Honorable Kimberly D. Bose

March 30, 2012

Page 6

3. Service:

SPP has served a copy of this filing on all of its Members and Customers and all state regulatory commissions in the SPP region, and has posted a complete copy of this filing on the SPP web site, <http://www.spp.org>. SPP also has served a copy of this filing on the parties on the official service lists established by the Secretary of the Commission for Docket Nos. ER09-659-000 and EL12-2-000. Finally, SPP has served a copy of this filing on representatives for Entergy.

4. Requisite agreements:

SPP has contacted representatives for Entergy and was advised that the proposed revisions are acceptable to Entergy.

5. Estimate of transactions and revenues:

Not applicable.

6. Basis of rates:

The basis for the proposed Rate Schedule revisions is explained above.

7. Comparison to rates for similar services:

Not applicable.

8. Specifically assignable facilities installed or modified:

There are none.

The Honorable Kimberly D. Bose
March 30, 2012
Page 7

B. Communications

Correspondence and communications with respect to this filing should be sent to, and SPP requests the Secretary to include on the official service list, the following:

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IV. CONCLUSION

For the foregoing reasons, SPP requests that the Commission accept this compliance filing effective March 30, 2012.

Respectfully submitted,

/s/ Matthew J. Binette
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**Attorneys for
Southwest Power Pool, Inc.**

cc: Penny Murrell
Michael Donnini
John Rogers
Patrick Clarey
Laura Vallance

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 Docket Nos. ER09-659-000 and EL12-2-000.

Dated at Washington, D.C., this 30th day of March, 2012.

/s/ Matthew J. Binette
Matthew J. Binette

**Attorney for
Southwest Power Pool, Inc.**

Southwest Power Pool, Inc. Rate Schedule FERC No. 11

**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**

February 6, 2009

For Entergy Services, Inc.:

Mark McCulla
Vice President Transmission Regulatory Compliance
Entergy Services, Inc.
639 Loyola Avenue
New Orleans, LA 70161

For Southwest Power Pool, Inc.:

Carl Monroe
VP, Operations and Chief Operating Officer
Southwest Power Pool, Inc.
415 N. McKinley, Suite 140
Little Rock, AR 72205

RE: Agreement to Implement Principles Governing Regional Planning in
Accordance with the Regional Planning Requirements of the Federal
Energy Regulatory Commission

This Letter Agreement reflects the agreement between Entergy Services, Inc. (“Entergy”) and Southwest Power Pool, Inc., a regional transmission organization (“SPP”) (“Regional Planning Parties”), regarding coordinated regional planning of the transmission systems of Entergy and SPP, pursuant to Order Nos. 890 and 890-A of the Federal Energy Regulatory Commission (“FERC” or “Commission”), issued February 16, 2007 and December 17, 2007, respectively. The Regional Planning Parties agree to engage in coordinated transmission system planning in accordance with the Principles Governing Regional Planning (“Principles”) attached hereto.

The Principles establish that the Regional Planning Parties will, as required by FERC Order Nos. 890 and 890-A and other applicable FERC orders: (a) share system plans to ensure that they are simultaneously feasible and otherwise share and use consistent assumptions and data in the development of such plans and (b) identify system enhancements that could relieve congestion or integrate new resources.

The Regional Planning Parties shall form a Joint Planning Committee comprised of representatives from each of the Regional Planning Parties to oversee the transmission planning activities set forth in the Principles. The Principles also provide for sharing of data necessary to engage in coordinated transmission system planning as required by Order Nos. 890 and 890-A, govern the cost allocation of the cost of studies performed and upgrades identified by the Regional Planning Parties under the Principles, and provide for stakeholder involvement in the regional planning process. The Principles also provide a Confidentiality Agreement governing the use of Confidential Information

and Critical Energy Infrastructure Information (both as defined in the Principles) by the Regional Planning Parties and other parties.

This Letter Agreement and the procedures and provisions outlined herein and in the Principles shall take effect on the day the last Regional Planning Party to do so executes this Letter Agreement and shall continue in effect until either Regional Planning Party terminates this Letter Agreement by written notice and obtains any necessary authorization to terminate by FERC. This Letter Agreement and the Principles state the understanding between the Regional Planning Parties as to the specific obligations noted and in no way creates additional contractual obligations for either Regional Planning Party. Nothing in this Letter Agreement will be construed to create any duty to, standard of care with reference to, or any liability to, any person not a party to this Letter Agreement. Neither Regional Planning Party (including its affiliates and members) shall be liable to the other Regional Planning Party for any damages hereunder, including, but not limited, direct, consequential, special, indirect, treble, exemplary, incidental, or punitive damages.

The Regional Planning Parties agree to communicate in accordance with Good Utility Practice and the Principles. This Letter Agreement and the Principles in no way restrict either Regional Planning Party from taking the steps needed, in its sole discretion, to protect and preserve the transmission grid and electrical reliability for its respective system.

Neither Party makes any representations or warranties other than those expressly set forth in this Letter Agreement and the Principles. This Letter Agreement supersedes all prior discussions and constitutes the entire agreement between the Regional Planning Parties with respect to the subject matter hereof. It is expressly declared that this Letter Agreement and the relationship between the Regional Planning Parties established hereby does not constitute a partnership, joint venture, agency or contract of employment between the Regional Planning Parties.

Each Regional Planning Party may disclose publicly the terms of this Letter Agreement. SPP is expressly authorized to file this Letter Agreement and the Principles with the Commission as a Rate Schedule. SPP recognizes that Entergy will amend its Open Access Transmission Tariff ("Tariff") to implement the Principles. In the event of any inconsistency between Entergy's Tariff, this Letter Agreement, and/or the Principles, the terms of Entergy's Tariff will apply as to Entergy.

This Letter Agreement may be amended only by written agreement acknowledged by both Regional Planning Parties.

The signatures below confirm acceptance of the terms of this Letter Agreement.

Entergy Services, Inc.

Southwest Power Pool, Inc.

/s/ Mark McCulla
Signature

/s/ Carl Monroe
Signature

Mark McCulla
Name (Printed)

Carl Monroe
Name (Printed)

VP, Trans Regulatory Compliance
Title

EVP & COO
Title

*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 either to construct or cause to be constructed.

“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.

“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 or among any two or more of the following: the LTTIWG, the TWG, and the stakeholder committee having responsibility for transmission expansion issues of any other entity that becomes a Regional Planning Party.

“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 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;
 - 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.

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 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.

1.7 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 preclude a Regional Planning Party from seeking such temporary or preliminary injunctive relief. If a Regional Planning Party seeks such judicial relief but fails to obtain it, the Regional Planning Party seeking such relief shall pay the reasonable attorneys' fees and costs of the other Regional Planning Party or Regional Planning Parties incurred with respect to opposing such relief.
- 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, Inc. Rate Schedule FERC No. 11

**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**

February 6, 2009

For Entergy Services, Inc.:

Mark McCulla
Vice President Transmission Regulatory Compliance
Entergy Services, Inc.
639 Loyola Avenue
New Orleans, LA 70161

For Southwest Power Pool, Inc.:

Carl Monroe
VP, Operations and Chief Operating Officer
Southwest Power Pool, Inc.
415 N. McKinley, Suite 140
Little Rock, AR 72205

RE: Agreement to Implement Principles Governing Regional Planning in
Accordance with the Regional Planning Requirements of the Federal
Energy Regulatory Commission

This Letter Agreement reflects the agreement between Entergy Services, Inc. (“Entergy”) and Southwest Power Pool, Inc., a regional transmission organization (“SPP”) (“Regional Planning Parties”), regarding coordinated regional planning of the transmission systems of Entergy and SPP, pursuant to Order Nos. 890 and 890-A of the Federal Energy Regulatory Commission (“FERC” or “Commission”), issued February 16, 2007 and December 17, 2007, respectively. The Regional Planning Parties agree to engage in coordinated transmission system planning in accordance with the Principles Governing Regional Planning (“Principles”) attached hereto.

The Principles establish that the Regional Planning Parties will, as required by FERC Order Nos. 890 and 890-A and other applicable FERC orders: (a) share system plans to ensure that they are simultaneously feasible and otherwise share and use consistent assumptions and data in the development of such plans and (b) identify system enhancements that could relieve congestion or integrate new resources.

The Regional Planning Parties shall form a Joint Planning Committee comprised of representatives from each of the Regional Planning Parties to oversee the transmission planning activities set forth in the Principles. The Principles also provide for sharing of data necessary to engage in coordinated transmission system planning as required by Order Nos. 890 and 890-A, govern the cost allocation of the cost of studies performed and upgrades identified by the Regional Planning Parties under the Principles, and provide for stakeholder involvement in the regional planning process. The Principles also provide a Confidentiality Agreement governing the use of Confidential Information

and Critical Energy Infrastructure Information (both as defined in the Principles) by the Regional Planning Parties and other parties.

This Letter Agreement and the procedures and provisions outlined herein and in the Principles shall take effect on the day the last Regional Planning Party to do so executes this Letter Agreement and shall continue in effect until either Regional Planning Party terminates this Letter Agreement by written notice and obtains any necessary authorization to terminate by FERC. This Letter Agreement and the Principles state the understanding between the Regional Planning Parties as to the specific obligations noted and in no way creates additional contractual obligations for either Regional Planning Party. Nothing in this Letter Agreement will be construed to create any duty to, standard of care with reference to, or any liability to, any person not a party to this Letter Agreement. Neither Regional Planning Party (including its affiliates and members) shall be liable to the other Regional Planning Party for any damages hereunder, including, but not limited, direct, consequential, special, indirect, treble, exemplary, incidental, or punitive damages.

The Regional Planning Parties agree to communicate in accordance with Good Utility Practice and the Principles. This Letter Agreement and the Principles in no way restrict either Regional Planning Party from taking the steps needed, in its sole discretion, to protect and preserve the transmission grid and electrical reliability for its respective system.

Neither Party makes any representations or warranties other than those expressly set forth in this Letter Agreement and the Principles. This Letter Agreement supersedes all prior discussions and constitutes the entire agreement between the Regional Planning Parties with respect to the subject matter hereof. It is expressly declared that this Letter Agreement and the relationship between the Regional Planning Parties established hereby does not constitute a partnership, joint venture, agency or contract of employment between the Regional Planning Parties.

Each Regional Planning Party may disclose publicly the terms of this Letter Agreement. SPP is expressly authorized to file this Letter Agreement and the Principles with the Commission as a Rate Schedule. SPP recognizes that Entergy will amend its Open Access Transmission Tariff ("Tariff") to implement the Principles. In the event of any inconsistency between Entergy's Tariff, this Letter Agreement, and/or the Principles, the terms of Entergy's Tariff will apply as to Entergy.

This Letter Agreement may be amended only by written agreement acknowledged by both Regional Planning Parties.

The signatures below confirm acceptance of the terms of this Letter Agreement.

Entergy Services, Inc.

Southwest Power Pool, Inc.

/s/ Mark McCulla
Signature

/s/ Carl Monroe
Signature

Mark McCulla
Name (Printed)

Carl Monroe
Name (Printed)

VP, Trans Regulatory Compliance
Title

EVP & COO
Title

*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 either to construct or cause to be constructed.

“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.

“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 or among any two or more of the following: the LTTIWG, and the TWG, and the stakeholder committee having responsibility for transmission expansion issues of any other entity that becomes a Regional Planning Party.

“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 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

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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;
 - 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.

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 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.

1.7 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 preclude a Regional Planning Party from seeking such temporary or preliminary injunctive relief. If a Regional Planning Party seeks such judicial relief but fails to obtain it, the Regional Planning Party seeking such relief shall pay the reasonable attorneys' fees and costs of the other Regional Planning Party or Regional Planning Parties incurred with respect to opposing such relief.
- 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.

FERC rendition of the electronically filed tariff records in Docket No. ER12-01401-000

Filing Data:

CID: C000771

Filing Title: Compliance Filing of Rate Schedule No. 11 in Docket Nos. ER09-659 and EL12-2

Company Filing Identifier: 300

Type of Filing Code: 80

Associated Filing Identifier:

Tariff Title: Rate Schedules and Seams Agreements Tariff

Tariff ID: 133

Payment Confirmation: N

Suspension Motion:

Tariff Record Data:

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

Rate Schedule FERC No. 11, Rate Schedule FERC No. 11 Agreement with Entergy Services, 0.0.0, A

Record Narrative Name: Rate Schedule FERC No. 11 Agreement with Entergy Services, Inc.

Tariff Record ID: 9

Tariff Record Collation Value: 538595912 Tariff Record Parent Identifier: 0

Proposed Date: 2012-03-30

Priority Order: 500

Record Change Type: NEW

Record Content Type: 1

Associated Filing Identifier:

Southwest Power Pool, Inc. Rate Schedule FERC No. 11

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

February 6, 2009

For Entergy Services, Inc.:

Mark McCulla
Vice President Transmission Regulatory Compliance
Entergy Services, Inc.
639 Loyola Avenue
New Orleans, LA 70161

For Southwest Power Pool, Inc.:

Carl Monroe
VP, Operations and Chief Operating Officer
Southwest Power Pool, Inc.
415 N. McKinley, Suite 140
Little Rock, AR 72205

RE: Agreement to Implement Principles Governing Regional Planning in
Accordance with the Regional Planning Requirements of the Federal
Energy Regulatory Commission

This Letter Agreement reflects the agreement between Entergy Services, Inc. (“Entergy”) and Southwest Power Pool, Inc., a regional transmission organization (“SPP”) (“Regional Planning Parties”), regarding coordinated regional planning of the transmission systems of Entergy and SPP, pursuant to Order Nos. 890 and 890-A of the Federal Energy Regulatory Commission (“FERC” or “Commission”), issued February 16, 2007 and December 17, 2007, respectively. The Regional Planning Parties agree to engage in coordinated transmission system planning in accordance with the Principles Governing Regional Planning (“Principles”) attached hereto.

The Principles establish that the Regional Planning Parties will, as required by FERC Order Nos. 890 and 890-A and other applicable FERC orders: (a) share system plans to ensure that they are simultaneously feasible and otherwise share and use consistent assumptions and data in the development of such plans and (b) identify system enhancements that could relieve congestion or integrate new resources.

The Regional Planning Parties shall form a Joint Planning Committee comprised of representatives from each of the Regional Planning Parties to oversee the transmission planning activities set forth in the Principles. The Principles also provide for sharing of data necessary to engage in coordinated transmission system planning as required by Order Nos. 890 and 890-A, govern the cost allocation of the cost of studies performed and upgrades identified by the Regional Planning Parties under the Principles, and provide for stakeholder involvement in the regional planning process. The Principles also provide a Confidentiality Agreement governing the use of Confidential Information and Critical Energy Infrastructure Information (both as defined in the Principles) by the

Regional Planning Parties and other parties.

This Letter Agreement and the procedures and provisions outlined herein and in the Principles shall take effect on the day the last Regional Planning Party to do so executes this Letter Agreement and shall continue in effect until either Regional Planning Party terminates this Letter Agreement by written notice and obtains any necessary authorization to terminate by FERC. This Letter Agreement and the Principles state the understanding between the Regional Planning Parties as to the specific obligations noted and in no way creates additional contractual obligations for either Regional Planning Party. Nothing in this Letter Agreement will be construed to create any duty to, standard of care with reference to, or any liability to, any person not a party to this Letter Agreement. Neither Regional Planning Party (including its affiliates and members) shall be liable to the other Regional Planning Party for any damages hereunder, including, but not limited, direct, consequential, special, indirect, treble, exemplary, incidental, or punitive damages.

The Regional Planning Parties agree to communicate in accordance with Good Utility Practice and the Principles. This Letter Agreement and the Principles in no way restrict either Regional Planning Party from taking the steps needed, in its sole discretion, to protect and preserve the transmission grid and electrical reliability for its respective system.

Neither Party makes any representations or warranties other than those expressly set forth in this Letter Agreement and the Principles. This Letter Agreement supersedes all prior discussions and constitutes the entire agreement between the Regional Planning Parties with respect to the subject matter hereof. It is expressly declared that this Letter Agreement and the relationship between the Regional Planning Parties established hereby does not constitute a partnership, joint venture, agency or contract of employment between the Regional Planning Parties.

Each Regional Planning Party may disclose publicly the terms of this Letter Agreement. SPP is expressly authorized to file this Letter Agreement and the Principles with the Commission as a Rate Schedule. SPP recognizes that Entergy will amend its Open Access Transmission Tariff ("Tariff") to implement the Principles. In the event of any inconsistency between Entergy's Tariff, this Letter Agreement, and/or the Principles, the terms of Entergy's Tariff will apply as to Entergy.

This Letter Agreement may be amended only by written agreement acknowledged by both Regional Planning Parties.

The signatures below confirm acceptance of the terms of this Letter Agreement.

Entergy Services, Inc.

Southwest Power Pool, Inc.

/s/ Mark McCulla
Signature

/s/ Carl Monroe
Signature

Mark McCulla
Name (Printed)

Carl Monroe
Name (Printed)

VP, Trans Regulatory Compliance
Title

EVP & COO
Title

*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 either to construct or cause to be constructed.

“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.

“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 or among any two or more of the following: the LTTIWG, the TWG, and the stakeholder committee having responsibility for transmission expansion issues of any other entity that becomes a Regional Planning Party.

"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 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;

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.

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 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.

1.7 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 preclude a Regional Planning Party from seeking such temporary or preliminary injunctive relief. If a Regional Planning Party seeks such judicial relief but fails to obtain it, the Regional Planning Party seeking such relief shall pay the reasonable attorneys' fees and costs of the other Regional Planning Party or Regional Planning Parties incurred with respect to opposing such relief.
- 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.

Document Content(s)

307-b0c84e4d-9417-481b-97eb-64dff1d84a3e.DOCX.....	1-8
300-188f1727-42af-42fb-be9d-b58493fcc5fe.PDF.....	9-26
300-08aaa25b-bd3f-4345-a2ad-0f1e8e333958.PDF.....	27-44
FERC GENERATED TARIFF FILING.RTF.....	45-62