



Delivery Point Transfer (DPT) Screening Study Agreement Number _____
(OASIS # _____)

This DPT Screening Study Agreement (“Agreement”), dated as of _____, is made and entered by and between Southwest Power Pool, Inc. (“SPP”), and _____ (“Applicant”). SPP and Applicant shall be referred to collectively as the “Parties.”

WHEREAS, SPP a Federal Energy Regulatory Commission (“FERC”) approved Regional Transmission Organization administering transmission service

WHEREAS, SPP has determined that the Applicant is an Eligible Customer and has made a valid request for a DPT Screening Study in accordance with the SPP Open Access Transmission Tariff (“Tariff”) filed with the FERC, and

WHEREAS, The Applicant has provided to SPP an Application deposit in accordance with Attachments X and AR of the Tariff ; and

WHEREAS, SPP shall : (a) identify any system problems or constraints associated with the implementation of the potential DPT (b) determine potential systems modifications that might be necessary to facilitate the potential DPT while maintaining system reliability under steady state operations (c) assess the need for any third party impacts and upgrades required ; and

NOW THEREFORE, In consideration of the mutual agreements herein the Parties agree as follows:

1.0 Performance of Study

SPP agrees to provide all necessary labor, facilities, transportation and supervision necessary to perform the DPT Screening Study to evaluate a potential DPT. SPP shall use its sole discretion as to the scope, details and methods used to perform the Study.

The Applicant agrees to compensate SPP in accordance with Sections 8.0 and 9.0 of this DPT Screening Study Agreement. The Applicant shall provide information as requested by SPP.

2.0 Scope of Study

A teleconference meeting between SPP and the Applicant, if necessary, shall be held as soon as practical after execution of this Agreement to: (a) review the application, the DPT Screening Study, and any known issue that could affect the scope of the DPT Screening Study; and (b) develop a scope of DPT Screening Study.

The Screening Study for analyzing a DPT will be performed as an AC study that simulates the analysis process of the Aggregate Transmission Service Study by (a) calculating thermal loading of transmission lines and transformers between the Existing Network Customer's Designated Resources and the Applicant's Designated Resources using a base case and N-1 contingencies analysis; (b) calculating system voltage; (c) reporting loading and voltage limit violations; and (d) providing the transmission credits between the Original Network Customer's Designated Resources and Applicant's Designated Resources.

The costs to the Applicant shall be based on actual costs as incurred in the design and construction of the identified facilities.

Factors to be considered in determining the facilities to be added to SPP transmission system will include, but not be limited to:

1. DPT Screening Study results;
2. Projected load and resource forecast;
3. Transmission transfer capability of the existing system;
4. Reliability requirements of the existing system based on the criteria of SPP and the Transmission Owner;
5. The Applicant's start and stop dates of requested service and requested capacity;
6. Requirements of any other party whose facilities in the interconnected transmission network are materially affected by the service requested; and
7. Summary of time for permits, licenses and approvals required for construction to commence and projected time required to construct the facility.

3.0 Engineering Standards

The facility design proposed in the study will use the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to produce the desired result at the lowest reasonable cost consistent with Good Utility Practices, reliability, safety and expedience. Good Utility Practice is not intended to be limited to the optimum practice method or act to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts.

In all cases, system addition(s) to the electric supply facilities shall maintain or improve SPP transmission system operation, reliability and transfer capability.

4.0 Results of Study

If, based on the results of a DPT Screening Study, SPP determines that a potential DPT will not result in any third-party constraints and that no Network Upgrades for thermal or voltage mitigations will be required, SPP will tender the Applicant a draft Service Agreement. The Applicant shall execute a Service Agreement or request the filling of an unexecuted Service Agreement within the time period set forth in Attachment P of the Tariff or its Completed Application shall be deemed terminated and withdrawn. If based on the results of the DPT Screening Study, SPP determines that a DPT will have

a significant impact on the Transmission System, the Applicant must enter a request for study in the Aggregate Transmission Service Study process to obtain a Service Agreement.

5.0 Ownership of Results

Reports, summaries, plans and other documents arising out of this Agreement shall become the property of SPP. All studies, computer input and output data, planning, operating and other documents, work papers, assumptions, and any other material shall remain in the files of SPP.

6.0 Nondisclosure of Information

The Applicant and SPP shall consider all information provided by SPP and the Applicant and all supporting work papers resulting from SPP's performance of the services to be proprietary unless such information is available from public sources. Neither the Applicant nor SPP shall publish or disclose proprietary information for any purpose without the prior written consent of the other. SPP's nondisclosure obligation, however, is subject to SPP's compliance with all applicable regulations and orders.

7.0 Information Requests

SPP may require additional information regarding the Applicant's proposed transactions on the SPP transmission system. The Applicant shall furnish within ten (10) days, written responses to reasonable requests for information submitted by SPP.

8.0 Rates

The Applicant will pay SPP the actual cost to complete the LTSR and if required will make an advance deposit equal to the estimated study cost or \$25,000.00, whichever is less.

The Applicant will be charged the current salary or wage rates including overheads for the personnel performing the study. Expenses that are directly chargeable to the study shall be determined by SPP. Typical expenses include, but are not limited to the following:

- Subcontracted services
- Long distance telephone calls
- Computer operating time at established rate
- Printing and reproduction expense
- Reasonable travel and living expense

The estimated charge for performing the DPT Screening Study is \$25,000.00. This estimated charge is based on SPP's estimate of the actual cost and time for the completion of the DPT Screening Study. SPP may not incur charges in excess of \$25,000.00 without the prior written consent of the Applicant, provided that if the Applicant does not agree to reimburse SPP for costs in excess of this cap and SPP must incur such costs in excess of the cap, then SPP may cease work on the study.

9.0 Payments

Upon completion of the DPT Screening Study, the Applicant shall reimburse SPP for the unpaid cost of the DPT Screening Study if, the cost of the study exceeds the deposit. SPP shall refund the Applicant, with interest, any portion of the deposit that exceeds the cost of the DPT Screening Study.

The Applicant shall pay the full amount of the cost of the study within 30 days of the receipt of the invoice. Payments made after the 30 day period shall include interest as provided in Section 7.2 of the Tariff, which, if necessary, is included herein.

10.0 Notices

All notices hereunder shall be in writing and shall be delivered to the parties at the following addresses;

Southwest Power Pool, Inc;

Southwest Power Pool, Inc.
415 N. McKinley Suite 140
Little Rock, AR 72205

Applicant: _____

Such notices shall be deemed to have been served when personally delivered or upon receipt as evidenced by a facsimile, U.S. Postal Service receipt of mail, evidence of delivery by a private express mail service, or electronic mail receipt.

11.0 Choice of Law

This Agreement shall be governed by the laws of the State of Arkansas.

12.0 Force Majeure

An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither SPP, nor the Applicant will be considered in default as to any obligation under the Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under the Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under the Tariff.

13.0 Indemnity

Indemnification shall be as provided in Section 10.3 Tariff.

14.0 Severability

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless granted in writing. In the event that any provision herein shall be illegal or unenforceable, such provision shall be severed from the Agreement. The entire agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

15.0 Damages

Notwithstanding anything contained herein to the contrary, in no event shall either party hereto be liable to the other for any consequential, punitive, incidental or exemplary damages.

16.0 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with reference to the DPT Screening Study provided for herein and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the DPT Screening Studies. The Applicant shall execute and return this Agreement to SPP in accordance with Attachment AR to the Tariff. This Agreement should be returned via facsimile to 501-821-3198 or via email to DPT@spp.org.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officials.

Southwest Power Pool, Inc.:

By: _____
Name Title Date

Applicant:

By: _____
Name Title Date