



**Long –Term Service Request (LTSR) Screening Study Agreement Number**  
**\_\_\_\_\_ (OASIS # \_\_\_\_\_)**

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

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

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

WHEREAS, The Applicant has provided to SPP a 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 transmission service request (TSR) (b) determine potential systems modifications that might be necessary to facilitate the delivery of energy into, out of or across the transmission grid while maintaining system reliability under steady state operations (c) estimate the costs associated with those system modifications; 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 LTSR Screening Study to provide the Applicant with an approximation of the transmission remediation costs of each potential LTSR and a reasonable cost differential between alternatives for the purpose of the Applicant’s ranking of its potential LTSRs. 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 9.0 and 10.0 of this LTSR 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 LTSR Screening Study, and any known issue that could affect the scope of the LTSR Screening Study; and (b) develop a scope of LTSR Screening Study.

The principle objectives of the study are to (a) identify any system problems or constraints associated with the implementation of the LTSR studied; (b) determine potential system modifications that might be necessary to grant transmission service into, out of or across the Transmission System while maintaining system reliability under steady state operations; and (c) estimate costs associated with those system modifications.

The steady-state analysis will consider the impact of the potential LTSR for the firm delivery of the requesting Applicant’s energy only on SPP’s Transmission System by monitoring the control area transmission facility conditions according to the type of study selected in Section 3.0 for outages of transmission lines, transformers, and generators.

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 the SPP transmission system will include, but not be limited to:

1. LTSR 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; and
6. Summary of time for permits, licenses and approvals required for construction to commence and projected time required to construct the facility.

**3.0 LTSR Screening Study Election**

The Applicant may elect one of the following LTSR Screening Study types. Please indicate the elected option by checking one of the boxes below.

<b>DC Study</b>	
<ul style="list-style-type: none"> <li>• For base case and N-1 contingencies calculate thermal loading of transmission lines and transformers.</li> <li>• Report loading limit violations</li> </ul>	<input type="checkbox"/>

<b>AC Study</b>	
<ul style="list-style-type: none"> <li>• For base case and N-1 contingencies calculate thermal loading of transmission lines and transformers.</li> <li>• Calculate system voltage and report loading and voltage limit violations</li> </ul>	<input type="checkbox"/>

The Applicant may request one of the following LTSR Screening Study potential LTSR evaluation methodologies. Please indicate the elected option by checking one of the boxes below.

<b>Single Eligible Customer with many requests</b>		
Multiple studies based on multiple requests <input type="checkbox"/>	One lump study based on multiple requests <input type="checkbox"/>	Combination of studies based on multiple requests <input type="checkbox"/>
List the OASIS #s of associated requests below	List the OASIS #s of associated requests below	List the OASIS #s of associated requests below

<b>Multiple Eligible Customers from same resource or with related requests</b>		
Singe study based on multiple requests from same resource or with related requests <input type="checkbox"/>	Multiple studies based on multiple requests from same resource or with related requests <input type="checkbox"/>	Combination of studies based on multiple requests from same resource or with related requests <input type="checkbox"/>
List the OASIS #s of associated requests below	List the OASIS #s of associated requests below	List the OASIS #s of associated requests below

<b>Multiple Eligible Customers from multiple resources or with unrelated requests</b>		
Singe study based on multiple requests from same resource or with unrelated requests <input type="checkbox"/>	Multiple studies based on multiple requests from same resource or with unrelated requests <input type="checkbox"/>	Combination of studies based on multiple requests from multiple resource or with unrelated requests <input type="checkbox"/>
List the OASIS #s of associated requests below	List the OASIS #s of associated requests below	List the OASIS #s of associated requests below

**4.0 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.

**5.0 Results of Study**

In accordance with Attachment AR to the Tariff, the LTSR Screening Study will result in an evaluation of necessary transmission improvements of potential LTSR based on an N-1 analysis. Interconnection and stability cost impacts are the Applicant's responsibility and outside of the scope of this process. The Screening Study assumes the potential resources associated with LTSR being studied are stable. Any additional system improvements required for stability are the Applicant's responsibility.

The LTSR Screening Study results will not assess the third party impacts and upgrades required.

The Applicant may elect one of the following options for reviewing the LTSR Screening Study Results by checking one of the boxes below:

<b>Written Report</b>	
A written report containing information such as contingency, limiting element, estimated upgrade costs, and the estimated start date for transmission service without redispatch	<input type="checkbox"/>
<b>Raw Data</b>	
The raw data from the analysis	<input type="checkbox"/>

**6.0 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, workpapers, assumptions, and any other material shall remain in the files of SPP.

**7.0 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.

**8.0 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.

**9.0 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 \$15,000.00, 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 the 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 LTSR Screening Study is \$15,000.00. This estimated charge is based on the Transmission Provider's estimate of the actual cost and time for the completion of the LTSR Screening Study. SPP may not incur charges in excess of \$15,000.00 without the prior written consent of 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.

**10.0 Payments**

Upon completion of the LTSR Screening Study, the Applicant shall reimburse SPP for the unpaid cost of the LTSR 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 LTSR 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.

**11.0 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.  
201 Worthen Dr.  
Little Rock, AR 72223-4936

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.

**12.0 Choice of Law**

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

**13.0 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.

**14.0 Indemnity**

Indemnification shall be as provided in Section 10.3 of Tariff.

**15.0 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.

**16.0 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.

**17.0 Entire Agreement**

This Agreement constitutes the entire agreement among the Parties with reference to the LTSR Screening Study provided for herein and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the LTSR 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 SPP at 501-482-2013 or via email to [LTSR@spp.org](mailto:LTSR@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