TARIFS ET CONDITIONS DES SERVICES DE TRANSPORT D'HYDRO-QUÉBEC

(VERSION ANGLAISE)

La présente pièce tient compte des effets de la décision D-2008-019 de la Régie de l'énergie rendue le 2008-02-15.

HYDRO-QUÉBEC OPEN ACCESS TRANSMISSION TARIFF

Supprimé : 08

Supprimé : 7

Supprimé : 34

Decisions D-2008-019 and D-2008-0xx

I. COMMON SERVICE PROVISIONS 10

1 DEFINITIONS 10

1.1 Power Purchaser 10
1.2 Designated Agent 10
1.3 Network Upgrades 10
1.4 Reserved Capacity 10
1.5 Network Load 10
1.5.1 Native Load 11
1.6 Eligible Customer 11
1.7 Network Customer 12
1.8 Transmission Customer 12
1.9 Native-Load Customer 12
1.10 Network Operating Committee 12
1.10.1 Technical Committee 13
1.11 Commission 13
1.12 Network Operating Agreement 13
1.13 Service Agreement 13
1.14 Revoked 13
1.15 Service Commencement Date 13
1.16 Load Shedding 14
1.17 Application 14
1.18 Completed Application 14
1.18.1 Distributor 14
1.19 Dollar 14
1.19.1 Connection Agreement 14
1.20 Facilities Study 14
1.21 System Impact Study 14
1.22 Delivering Party 15
1.23 Regional Transmission Group (RTG) 15
1.24 Revoked 15
1.25 Interruption 15
1.26 OASIS 15
1.27 Load Ratio Share 15
1.28 Part I 16
1.29 Part II 16
1.30 Part III 16
1.30.1 Part IV 16
1.30.2 Part V 16
1.31 Parties 16
1.32 Point(s) of Delivery 16
1.33 Point(s) of Receipt 17
1.34 Revoked 17
1.35 Good Utility Practice 17
1.35.1 Generator 17
1.36 Receiving Party 18
1.37 Curtailment 18
1.38 Régie 18
1.40 Network Resource 18
1.40.1 Distributor Resource 19
1.41 Ancillary Services 19
1.42 Transmission Service 19
1.43 Point-to-Point Transmission Service 19

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

1.44 Network Integration Transmission Service *20*
1.45 Short-Term Firm Point-to-Point Transmission Service *20*
1.46 Long-Term Firm Point-to-Point Transmission Service *20*
1.47 Firm Point-to-Point Transmission Service *20*
1.48 Non-Firm Point-to-Point Transmission Service *20*
1.48.1 Native-Load Transmission Service *20*
1.48.2 Open Access Transmission Tariff (OATT) *20*
1.49 Transmission Provider *21*
1.50 Third-Party Sale *21*
1.51 Control Area *21*

2 INITIAL ALLOCATION AND RENEWAL PROCEDURES 22

2.1 Revoked *22*
2.2 Reservation Priority for Existing Firm Service Customers *22*

3 ANCILLARY SERVICES 23

3.1 System Control Service *24*
3.2 Voltage Control Service *24*
3.3 Frequency Control Service *24*
3.4 Energy Imbalance Service – Receipt *24*
3.5 Energy Imbalance Service – Delivery *24*
3.6 Operating Reserve – Spinning Reserve Service *24*
3.7 Operating Reserve – Non-Spinning Reserve Service *24*
3.8 Ancillary Services Associated with Supplying the Native Load *24*

4 OPEN ACCESS SAME-TIME INFORMATION SYSTEM (OASIS) 24

5 JURISDICTION 25

5.1 Applicable Law *25*
5.2 Amendments *25*

6 RECIPROCITY 25

7 BILLING AND PAYMENT 26

7.1 Billing Procedure *26*
7.2 Interest on Unpaid Balances *27*
7.3 Customer Default *27*

8 ACCOUNTING FOR TRANSMISSION SERVICE USED BY THE GENERATOR AND DISTRIBUTOR 28

8.1 Transmission Revenues *28*
8.2 Study Costs and Revenues *29*

9 REGULATORY FILINGS 29

10 LIABILITY 29

10.1 Force Majeure *29*
10.2 Indemnification *30*

11 CREDITWORTHINESS AND PAYMENT RISK MANAGEMENT 31

11.1 Creditworthiness *31*
11.2 Payment Risk Management *31*
11.3 Transmission Customer Default *32*

12 COMPLAINTS PROCEDURE 33

12.1 Applicable Procedure *33*
12.2 Court of Competent Jurisdiction *33*

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

12A CONNECTION OF GENERATING STATIONS TO THE TRANSMISSION AND DISTRIBUTION SYSTEM 33

12A.1 Connection Agreement *33*
12A.2 Purchase of Point-to-Point Service or Repayment *34*
12A.3 Sequencing of System Impact Studies *37*
12A.4 Right of Extension *39*
12A.5 Exploratory Study *41*
12A.6 Common Provisions *42*

II. POINT-TO-POINT TRANSMISSION SERVICE 43

PREAMBLE 43

13. NATURE OF FIRM POINT-TO-POINT TRANSMISSION SERVICE 43

13.1 Term *43*
13.2 Reservation Priority *43*
13.3 Use of Firm Transmission Service by the Generator and Distributor *44*
13.4 Service Agreements *45*
13.5 Transmission Customer Obligations for Network Upgrade or Redispatch Costs *45*
13.6 Curtailment of Firm Transmission Service *46*
13.7 Classification of Firm Transmission Service *47*
13.8 Scheduling of Firm Point-to-Point Transmission Service *49*

14 NATURE OF NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE 50

14.1 Term *50*
14.2 Reservation Priority *51*
14.3 Use of Non-Firm Point-to-Point Transmission Service by the Generator and the Distributor *52*
14.4 Service Agreements *52*
14.5 Classification of Non-Firm Point-to-Point Transmission Service *52*
14.6 Scheduling of Non-Firm Point-to-Point Transmission Service *54*
14.7 Curtailment or Interruption of Service *55*

15 SERVICE AVAILABILITY 57

15.1 General Conditions *57*
15.2 Determination of Available Transmission Capability *57*
15.3 Revoked *57*
15.4 Obligation to Provide Transmission Service Requiring Transmission System Expansion or Modification *58*
15.5 Deferral of Service *58*
15.6 Revoked *58*
15.7 Transmission Losses *59*

16 TRANSMISSION CUSTOMER RESPONSIBILITIES 59

16.1 Conditions Required of Transmission Customers *59*
16.2 Transmission Customer Responsibility for Third-Party Arrangements *60*

17 PROCEDURES FOR ARRANGING FIRM POINT-TO-POINT TRANSMISSION SERVICE 60

17.1 Application *60*
17.2 Completed Application *61*
17.3 Deposit *62*
17.4 Notice of Deficient Application *64*
17.5 Reponse to a Completed Application *64*
17.6 Execution of Service Agreement *65*
17.7 Extensions for Commencement of Service *65*

18 PROCEDURES FOR ARRANGING NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE 66

18.1 Application *66*

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

18.2 Completed Application ... *67*
18.3 Reservation of Non-Firm Point-to-Point Transmission Service ... *68*
18.4 Determination of Available Transmission Capability ... *68*

19 Additional Study Procedures for Point-to-Point Transmission Service Requests ... 69

19.1 Notice of Need for a System Impact Study ... *69*
19.2 System Impact Study Agreement and Cost Reimbursement ... *70*
19.3 System Impact Study Procedures ... *71*
19.4 Facilities Study Procedures ... *73*
19.5 Facilities Study Modifications ... *75*
19.6 Due Diligence in Completing Network Upgrades ... *75*
19.7 Partial Interim Service ... *76*
19.8 Expedited Procedures for Network Upgrades ... *76*

20 Procedures if the Transmission Provider is Unable to Complete Network Upgrades for Point-to-Point Transmission Service ... 77

20.1 Delays in Completing Network Upgrades ... *77*
20.2 Alternatives to the Original Network Upgrades ... *78*
20.3 Refund Obligation for Uncompleted Network Upgrades ... *79*

21 Provisions Relating to Construction and Services on the Transmission Systems of Other Utilities ... 79

21.1 Responsibility for Upgrades to Third-Party Systems ... *79*
21.2 Coordination of Upgrades to Third-Party Systems ... *80*

22 Changes in Service Specifications ... 81

22.1 Modifications on a Non-Firm Basis ... *81*
22.2 Modifications on a Firm Basis ... *82*

23 Sale or Assignment of Transmission Service ... 83

23.1 Procedures for Assignment or Transfer of Service ... *83*
23.2 Limitations on Assignment or Transfer of Service ... *84*
23.3 Information on Assignment or Transfer of Service ... *84*

24 Metering and Power Factor Correction at Point(s) of Receipt and Delivery ... 85

24.1 Transmission Customer Obligations ... *85*
24.2 Transmission Provider Access to Metering Data ... *85*
24.3 Power Factor ... *86*

25 Compensation for Transmission Service ... 86

26 Stranded Cost Recovery ... 86

27 Compensation for Network Upgrade and Redispatch Costs ... 86

III. NETWORK INTEGRATION TRANSMISSION SERVICE ... 88

Preamble ... 88

28 Nature of Network Integration Transmission Service ... 88

28.1 Scope of Service ... *88*
28.2 Transmission Provider Responsibilities ... *89*
28.3 Network Integration Transmission Service ... *89*
28.4 Secondary Service ... *89*
28.5 Transmission Losses ... *90*
28.6 Restrictions on Use of Service ... *90*

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

29 INITIATING SERVICE 91

29.1 Conditions Precedent for Receiving Service 91
29.2 Application Procedures 91
29.3 Technical Arrangements to be Completed Prior to Commencement of Service 95
29.4 Network Customer Facilities 95
29.5 Filing of Service Agreements 96

30 NETWORK RESOURCES 96

30.1 Designation of Network Resources 96
30.2 Designation of New Network Resources 97
30.3 Termination of Network Resources 97
30.4 Operation of Network Resources 97
30.5 Network Customer Redispatch Obligation 97
30.6 Transmission Arrangements for Network Resources with No Physical Connection to the Transmission Provider's System 98
30.7 Limitation on Designation of Network Resources 98
30.8 Use of Interface Capacity by the Network Customer 98
30.9 Network Customer Owned Transmission Facilities 99

31 DESIGNATION OF NETWORK LOAD 99

31.1 Network Load 99
31.2 New Network Loads Connected to the Transmission Provider's System 100
31.3 Network Load with No Physical Connection to the Transmission Provider's System 100
31.4 New Interconnection Points 101
31.5 Changes in Service Requests 101
31.6 Annual Updates of Load and Resource Information 102

32 ADDITIONAL STUDY PROCEDURES FOR NETWORK INTEGRATION TRANSMISSION SERVICE REQUESTS 102

32.1 Notice of Need for a System Impact Study 102
32.2 System Impact Study Agreement and Cost Reimbursement 103
32.3 System Impact Study Procedures 104
32.4 Facilities Study Procedures 106

33 LOAD SHEDDING AND CURTAILMENTS 108

33.1 Procedures 108
33.2 Transmission Constraints 108
33.3 Cost Responsibility for Relieving Transmission Constraints 109
33.4 Curtailments of Scheduled Deliveries 109
33.5 Allocation of Curtailments 110
33.6 Load Shedding 110
33.7 System Reliability 110

34 RATES AND CHARGES 112

34.1 Monthly Demand Charge 112
34.2 Determination of the Network Customer's Annual Load 112
34.3 Determination of Transmission Provider's Annual Transmission System Load 112
34.4 Redispatch Charge 112
34.5 Stranded Cost Recovery 113

35 OPERATING AGREEMENTS 113

35.1 Operation under the Network Operating Agreement 113
35.2 Network Operating Agreement 113
35.3 Network Operating Committee 115

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

IV. NATIVE-LOAD TRANSMISSION SERVICE 116

PREAMBLE 116

36 NATURE OF NATIVE-LOAD TRANSMISSION SERVICE 116

36.1 Scope of Service 116
36.2 Transmission Provider Responsibilities 117
36.3 Secondary Service 117
36.4 Transmission Losses 118
36.5 Restrictions on Use of Service 118

37 CONDITIONS PRECEDENT TO RECEIVING SERVICE FROM THE TRANSMISSION PROVIDER 118

37.1 Information Required Annually from the Distributor 118
37.2 Distributor Facilities 120

38 DISTRIBUTOR RESOURCES 121

38.1 Designation of Distributor Resources 121
38.2 Designation of New Distributor Resources 121
38.3 Termination of Distributor Resources 121
38.4 Changes in Service Requests 122
38.5 Operation of Distributor Resources 122
38.6 Distributor Redispatch Obligation 122
38.7 Transmission Arrangements for Resources with No Physical Connection to the Transmission Provider's System 123
38.8 Limitation on Designation of Resources 123

39 DESIGNATION OF NATIVE LOAD 123

39.1 Native Load 123
39.2 New Loads Connected to the Transmission Provider's System 124
39.3 Load with No Physical Connection to the Transmission Provider's System 125
39.4 Annual Updates of Load and Resource Information 126

40 ADDITIONAL STUDY PROCEDURES FOR NATIVE-LOAD TRANSMISSION SERVICE REQUESTS 126

40.1 Notice of Need for a System Impact Study 126
40.2 Costs of Impact Studies for Supplying the Native Load 127
40.3 System Impact Study Procedures 127
40.4 Completion of Network Upgrades 128
40.5 Distributor Calls for Tenders for the Purchase of Electricity 129

41 LOAD SHEDDING AND CURTAILMENTS 129

41.1 Procedures 129
41.2 Transmission Constraints 130
41.3 Cost Responsibility for Relieving Transmission Constraints 131
41.4 Curtailments of Scheduled Deliveries 131
41.5 Allocation of Curtailments 132
41.6 Load Shedding and Generation Rejection 132
41.7 System Reliability 133

42 RATES AND CHARGES 134

42.1 Monthly Demand Charge 134
42.2 Stranded Cost Recovery 134

43 OPERATING AGREEMENTS 134

43.1 Operation under the Network Operating Agreement 134
43.2 Network Operating Agreement 135
43.3 Technical Committee 136

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

V. COMING INTO FORCE..... 138
44.1 Superseding of Past OATT Text 138
44.2 Coming into Force of Rates 138

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

SCHEDULE 1 ..... **139**
SYSTEM CONTROL SERVICE 139

SCHEDULE 2 ..... **140**
VOLTAGE CONTROL SERVICE 140

SCHEDULE 3 ..... **141**
FREQUENCY CONTROL SERVICE 141

SCHEDULE 4 ..... **142**
ENERGY IMBALANCE SERVICE – RECEIPT 142

SCHEDULE 5 ..... **144**
ENERGY IMBALANCE SERVICE – DELIVERY 144

SCHEDULE 6 ..... **146**
OPERATING RESERVE - SPINNING RESERVE SERVICE 146

SCHEDULE 7 ..... **147**
OPERATING RESERVE - NON-SPINNING RESERVE SERVICE 147

SCHEDULE 8 ..... **148**
ANCILLARY SERVICES ASSOCIATED WITH SUPPLYING THE NATIVE LOAD 148

SCHEDULE 9 ..... **150**
LONG-TERM AND SHORT-TERM FIRM POINT-TO-POINT TRANSMISSION SERVICE 150

SCHEDULE 10 ..... **151**
NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE 151

ATTACHMENT A **152**
SERVICE AGREEMENT FORM FOR FIRM LONG-TERM POINT-TO-POINT TRANSMISSION SERVICE 152

ATTACHMENT B **156**
UMBRELLA SERVICE AGREEMENT FORM FOR FIRM OR NON-FIRM SHORT-TERM POINT-TO-POINT TRANSMISSION SERVICE 156

ATTACHMENT C **158**
METHODOLOGY FOR ASSESSING AVAILABLE TRANSMISSION CAPABILITY 158

ATTACHMENT D **160**
METHODOLOGY FOR COMPLETING A SYSTEM IMPACT STUDY 160

ATTACHMENT E **164**
INDEX OF POINT-TO-POINT TRANSMISSION SERVICE CUSTOMERS 164

ATTACHMENT F **165**

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION SERVICE 165

ATTACHMENT G 169

NETWORK OPERATING AGREEMENT 169

ATTACHMENT H 183

ANNUAL TRANSMISSION REVENUE REQUIREMENT FOR NATIVE-LOAD TRANSMISSION SERVICE AND NETWORK INTEGRATION TRANSMISSION SERVICE 183

ATTACHMENT I 184

INDEX OF NETWORK INTEGRATION TRANSMISSION CUSTOMERS 184

ATTACHMENT J 185

TRANSMISSION PROVIDER POLICY ON NETWORK UPGRADES 185

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

I. COMMON SERVICE PROVISIONS

1 Definitions

1.1 Power Purchaser: The entity that is purchasing capacity and energy to be transmitted under the provisions herein.

1.2 Designated Agent: Any entity that performs actions or functions required under the provisions herein on behalf of the Transmission Provider, an Eligible Customer or the Transmission Customer.

1.3 Network Upgrades: Modifications or additions to transmission-related facilities that are integrated with the Transmission Provider's overall Transmission System, carried out either to meet demand from Transmission Customers under Part II or Part III, or at the request of the Distributor under Part IV herein.

1.4 Reserved Capacity: The maximum capacity and energy that the Transmission Provider agrees to transmit for the Transmission Customer over the Transmission Provider's Transmission System between the Point(s) of Receipt and the Point(s) of Delivery under Part II herein. Reserved Capacity shall be expressed in megawatts, as whole units, over a sixty (60) minute interval (commencing on the clock hour).

1.5 Network Load: The load that a Network Customer designates for Network Integration Transmission Service under Part III herein. The Network Customer's Network Load shall include the entire load supplied by the

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

output of Network Resources designated by the Network Customer. A Network Customer may elect to designate less than its total load as Network Load but may not designate only part of the load at a discrete Point of Delivery. Where an Eligible Customer has elected not to designate a particular load at discrete Points of Delivery as Network Load, the Eligible Customer is responsible for making separate arrangements under Part II herein for any Point-to-Point Transmission Service that may be necessary for such non-designated load.

1.5.1 Native Load: The load in Québec that the Distributor designates for purposes of supplying load locally under Part IV herein. For purposes of the provisions herein, the Distributor's Native Load does not include the load of Hydro-Québec off-grid systems. The Distributor may elect to designate less than its total load as Native Load but may not designate only part of the load at a discrete Point of Delivery. Where the Distributor has elected not to designate a particular load at discrete Points of Delivery as Native Load, the Distributor is responsible for making separate arrangements under Part II herein for any Point-to-Point Transmission Service that may be necessary for such non-designated load.

1.6 Eligible Customer: (i) Any electric utility (including the Generator and Distributor), a power marketing

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

agency, or any person generating or purchasing electric energy for sale or for resale purposes; and (ii) any retail customer taking unbundled Transmission Service pursuant to a retail access program established in accordance with the provisions of Section 167 of the *Act respecting the Régie de l'énergie*.

1.7 Network Customer: An entity receiving Transmission Service pursuant to the terms of the Transmission Provider's Network Integration Transmission Service under Part III herein.

1.8 Transmission Customer: Any Eligible Customer (or its Designated Agent) that executes a Service Agreement under Part II or Part III herein. For the purposes of Part IV, the Distributor is the Transmission Customer.

1.9 Native-Load Customer: Any wholesale or retail power customer of the Distributor on whose behalf the Transmission Provider constructs or otherwise commissions and operates its system, subject to required approvals including any to be obtained from the Régie, to meet the needs of such customers for reliable electric power, under the conditions in Part IV herein.

1.10 Network Operating Committee: A group comprising representatives of the Network Customer(s) and of the Transmission Provider, established to coordinate operating criteria and other technical considerations

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

required for implementing Network Integration Transmission Service under Part III herein.

1.10.1 Technical Committee: A group comprising representatives of the Distributor and of the Transmission Provider, established to coordinate operating criteria and other technical considerations required for implementing Native-Load Transmission Service under Part IV herein.

1.11 Commission: The (United States) Federal Energy Regulatory Commission, pursuant to the *Federal Power Act*, 16 U.S.C.

1.12 Network Operating Agreement: The agreement appearing as Attachment G herein, which contains the terms and conditions under which the Transmission Customer shall operate its facilities, and the technical and operational considerations associated with implementing Transmission Service under Parts II and III herein. The Agreement shall also apply to Native-Load Transmission Service under Part IV herein.

1.13 Service Agreement: The initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and the Transmission Provider for service under Parts II and III herein.

1.14 Revoked

1.15 Service Commencement Date: The date the Transmission Provider begins to provide service under the terms of an executed Service Agreement, or the date the

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Transmission Provider begins to provide service in accordance with Section 29.1 herein.

1.16 Load Shedding: The systematic reduction of system demand by temporarily decreasing load in response to a capacity shortage on the Transmission System or a part thereof, to system instability or to voltage control considerations under Parts III and IV herein.

1.17 Application: A request by an Eligible Customer for Transmission Service under the provisions herein.

1.18 Completed Application: An Application that satisfies all of the information and other requirements herein, including any required deposit.

1.18.1 Distributor: Hydro-Québec when carrying on electric power distribution activities.

1.19 Dollar: The lawful currency of Canada.

1.19.1 Connection Agreement: An agreement between the Transmission Provider and the owner of a generating facility connected to the Hydro-Québec transmission or distribution system.

1.20 Facilities Study: An engineering study conducted by the Transmission Provider to determine the upgrades needed to its system to provide a required Transmission Service, including the cost and scheduled completion date for such upgrades.

1.21 System Impact Study: An assessment by the Transmission Provider of (i) the adequacy of the Transmission System to accommodate an Application for Point-to-Point

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Transmission Service, Network Integration Transmission Service or Native-Load Transmission Service; and (ii) the need to incur additional costs to provide Transmission Service. For a request to connect a generating plant, this study is called an "interconnection study".

1.22 Delivering Party: The entity supplying to Point(s) of Receipt capacity and energy to be transmitted.

1.23 Regional Transmission Group (RTG): A voluntary organization of transmission owners, transmission users and other entities with the aim to efficiently coordinate transmission planning (and expansion), operation and use on a regional (and interregional) basis.

1.24 Revoked

1.25 Interruption: A reduction in Non-Firm Transmission Service for economic reasons pursuant to Section 14.7.

1.26 OASIS: (Open Access Same-time Information System) The information and reservation system contained in Part 37 of the Commission's regulations, 18 C.F.R. (1996), (hereafter "Part 37 of the Commission's regulations") and consistent with Régie decisions, orders and regulations.

1.27 Load Ratio Share: The ratio of the annual load of the Network Integration Transmission Service customer to the annual load of the Transmission System, both

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

computed in accordance with Sections 34.2 and 34.3 on that service under Part III herein.

1.28 Part I: The Definitions herein and Common Service Provisions contained in Sections 2 through 12.

1.29 Part II: Sections 13 through 27 herein pertaining to Point-to-Point Transmission Service, in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

1.30 Part III: Sections 28 through 35 herein pertaining to Network Integration Transmission Service, in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

1.30.1 Part IV: Sections 36 through 43 herein pertaining to Native-Load Transmission Service, in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

1.30.2 Part V: Section 44 specifying how and when provisions herein come into force.

1.31 Parties: The Transmission Provider and the Transmission Customer receiving service under the Tariff. For the purposes of Part IV, the Parties are the Transmission Provider and the Distributor.

1.32 Point(s) of Delivery: Point(s) on the Transmission Provider's Transmission System where capacity and energy transmitted by the Transmission Provider will be made available to the Receiving Party under Part II

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

herein. The Point(s) of Delivery shall be specified in the Service Agreement.

1.33 Point(s) of Receipt: Point(s) of interconnection on the Transmission Provider's Transmission System where capacity and energy will be made available to the Transmission Provider by the Delivering Party under Part II herein. Point HQT, as specified in Sections 13.7 and 14.5 herein, can be designated as a Point of Receipt. The Point(s) of Receipt shall be specified in the Service Agreement.

1.34 Revoked

1.35 Good Utility Practice: Any of 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 light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. 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 practices, methods, or acts generally accepted in the region.

1.35.1 Generator: Hydro-Québec when carrying on electric power generation activities.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

1.36 Receiving Party: The entity receiving the capacity and energy transmitted by the Transmission Provider to Point(s) of Delivery.

1.37 Curtailment: A reduction in Firm or Non-Firm Transmission Service in response to a transmission capacity shortage as a result of system reliability conditions, or limited or unavailable transfer capability over an interconnection posted on OASIS.

1.38 Régie: The Régie de l'énergie (Energy Board) as determined in the *Act respecting the Régie de l'énergie* (R.S.Q., c. R-6.01).

1.39 Transmission System means a network of installations for the transmission of electric power, including step-up transformers located at production sites, transmission lines at voltages of 44 kV or higher, transmission and transformation substations and any other connecting installation between production sites and the distribution system.

1.40 Network Resource: Any designated resource owned or purchased by a Network Customer as defined herein, and applicable to the Network Integration Transmission Service. Network Resources do not include any resource, or any portion thereof, that is committed for Third-Party Sale or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

1.40.1 Distributor Resource: Any resource designated by the Distributor as defined herein and applicable to Native-Load Transmission Service, including heritage pool electricity under the *Act respecting the Régie de l'énergie* (R.S.Q., c. R-6.01) and any other resource of the Distributor. A Distributor Resource may be a contract, a generating station, a sales program, commitment or obligation, including those originating from an interconnection, or any other energy resource that can be used to meet Native Load requirements. A resource can be supplied by several generating facilities. Distributor Resources do not include any resource, or any portion thereof, that is committed for Third-Party Sale or otherwise cannot be called upon to meet the Distributor's Native Load requirements on a non-interruptible basis.

1.41 Ancillary Services: Those services that are necessary to support the transmission of capacity and energy from resources to loads and from Points of Receipt to Points of Delivery while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

1.42 Transmission Service: A Transmission Service provided on a firm or non-firm basis under Part II, III or IV herein.

1.43 Point-to-Point Transmission Service: The reservation and transmission of capacity and energy on either a

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

firm or non-firm basis from Point(s) of Receipt to Point(s) of Delivery under Part II herein.

1.44 Network Integration Transmission Service: Transmission Service as set forth in Part III herein.

1.45 Short-Term Firm Point-to-Point Transmission Service: Firm Point-to-Point Transmission Service under Part II herein with a term of less than one year.

1.46 Long-Term Firm Point-to-Point Transmission Service: Firm Point-to-Point Transmission Service under Part II herein with a term of one year or more.

1.47 Firm Point-to-Point Transmission Service: Point-to-Point Transmission Service, as defined herein, that is reserved and/or scheduled between specified Points of Receipt and Delivery pursuant to Part II herein.

1.48 Non-Firm Point-to-Point Transmission Service: Point-to-Point Transmission Service, as defined herein, that is reserved or scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Section 14.7 under Part II herein. Non-Firm Point-to-Point Transmission Service is available on a stand-alone basis for periods ranging from one hour to one month.

1.48.1 Native-Load Transmission Service: Transmission Service as set forth in Part IV herein.

1.48.2 Open Access Transmission Tariff (OATT): This document, as approved by the Régie de l'énergie, that

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

sets forth the rates and conditions whereby the Transmission Provider transmits electricity in Québec.

1.49 Transmission Provider: Hydro-Québec when carrying on electric power transmission activities.

1.50 Third-Party Sale: Any sale in interstate, interprovincial or international commerce to a Power Purchaser that is not designated as supplying either Network Load under the Network Integration Transmission Service or the Distributor's Native Load.

1.51 Control Area: An electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

(1) match, at all times, the power output of generating units within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);

(2) maintain scheduled interchanges with other Control Areas, within the limits of Good Utility Practice;

(3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and

(4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

2 Initial Allocation and Renewal Procedures

2.1 Revoked

2.2 Reservation Priority for Existing Firm Service Customers: Existing firm transmission service customers with a contract term of one year or more have the right to continue to use the Transmission Provider's Transmission Service when their contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase electricity from the Generator or elects to purchase electricity from another Delivering Party. If at the end of the contract term, the Transmission Provider's Transmission System cannot accommodate all of the requests for Transmission Service, the existing firm service customer must agree to accept a contract term at least equal to that of a new competing request by an Eligible Customer and to pay the current just and reasonable rate, as approved by the Régie, for such service. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contracts of one year or longer, provided the customer notifies the Transmission Provider in writing and on OASIS no later than sixty (60) days before the end of the contract.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

3 Ancillary Services

The Transmission Provider is required to provide, and the Transmission Customer is required to purchase, the following Ancillary Services: (i) system control, and (ii) voltage control.

The Transmission Provider is required to offer the following Ancillary Services to the Transmission Customer serving a load in the Transmission Provider's Control Area: (i) frequency control, (ii) energy imbalance service – delivery, (iii) energy imbalance service – receipt, (iv) operating reserve – spinning reserve, and (v) operating reserve – non-spinning reserve. The Transmission Customer serving a load within the Transmission Provider's Control Area is required to acquire these Ancillary Services, whether from the Transmission Provider, from a third party, or based on its own generation. The Transmission Customer may not decline the Transmission Provider’s offer of Ancillary Services unless it demonstrates that it has acquired or provided the Ancillary Services from a source located in the Transmission Provider's Control Area. The Transmission Customer shall state in its Application which Ancillary Services it will purchase from the Transmission Provider.

In the event of unauthorized use of Ancillary Services by the Transmission Customer, the latter shall pay the Transmission Provider 150% of the applicable rates contained in Schedules 1 through 7.

The specific Ancillary Services, and rates, will be offered by the Transmission Provider under the conditions described in the attached Schedules, which are an integral part of the provisions herein. Sections 3.1 through 3.7 below list the seven

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Ancillary Services that apply to customers under Parts II and III herein; Sections 3.1 and 3.8 specify those that apply to the Native-Load Transmission Service under Part IV herein.

3.1 System Control Service: The description and rates for this service are given in Schedule 1.

3.2 Voltage Control Service: The description and rates for this service are given in Schedule 2.

3.3 Frequency Control Service: The description and rates for this service are given in Schedule 3.

3.4 Energy Imbalance Service – Receipt: The description and rates for this service are given in Schedule 4.

3.5 Energy Imbalance Service – Delivery: The description and rates for this service are given in Schedule 5.

3.6 Operating Reserve – Spinning Reserve Service: The description and rates for this service are given in Schedule 6.

3.7 Operating Reserve – Non-Spinning Reserve Service: The description and rates for this service are given in Schedule 7.

3.8 Ancillary Services Associated with Supplying the Native Load: The description for this service is given in Schedule 8.

4 Open Access Same-time Information System (OASIS)

Terms and conditions regarding OASIS are set forth in 18 CFR § 37 of the Commission's regulations (*Open Access Same-Time Information System and Standards of Conduct for Public Utilities*). OASIS shall comply with Régie decisions, orders and

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

regulations. In the event available transmission capability as posted on OASIS is insufficient to accommodate an Application for Transmission Service, additional studies may be required pursuant to Sections 19 and 32 herein.

Rules of conduct are set forth in the *Transmission Provider Code of Conduct* as approved by the Régie in Decision D-2004-122.

5 Jurisdiction

5.1 Applicable Law: The Service Agreement and *Hydro-Québec Open Access Transmission Tariff* shall be governed by and construed in accordance with the laws of the province of Québec.

5.2 Amendments: The rates and conditions herein are subject to Régie decisions, orders and regulations as may be amended from time to time.

6 Reciprocity

A Transmission Customer receiving Transmission Service under the provisions herein agrees to provide comparable Transmission Service to the Generator and Distributor on similar terms and conditions over facilities used for power transmission in interstate, interprovincial and international commerce, and owned, controlled or operated by the Transmission Customer or by its affiliates. A Transmission Customer that is a member of a power pool or Regional Transmission Group further agrees to provide comparable Transmission Service to the members of such power pool or Regional Transmission Group on similar terms and conditions over facilities used for power transmission in

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

interstate, interprovincial and international commerce, and owned, controlled or operated by the Transmission Customer or by its affiliates. This reciprocity requirement also applies to any Eligible Customer that owns, controls or operates transmission facilities, and that uses an intermediary, such as a power marketer, to request Transmission Service under the provisions herein. If the Transmission Customer does not own, control or operate transmission facilities, it shall include in its Application a sworn statement by one of its duly authorized officers or other representatives that the purpose of its Application is not to assist an Eligible Customer to avoid the requirements of this provision.

The Transmission Customer shall also demonstrate, upon submitting its Application, that owners or lessees of the Transmission Systems that will wheel the electricity of Delivering Parties and Receiving Parties undertake to provide comparable Transmission Service to the Generator and Distributor, on similar terms and conditions, over facilities used in their respective Transmission Systems. For the purpose of this paragraph, such demonstration is deemed to be met when the owners or lessees of the Transmission Systems have an open access transmission tariff approved by the Commission, or when an affiliate of such owners or lessees have received authorization from the Commission to sell at market rates.

7 Billing and Payment

7.1 Billing Procedure: Within a reasonable time after the first day of each month, the Transmission Provider

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

shall submit an invoice to the Transmission Customer for charges covering all services provided under the provisions herein during the preceding month. The invoice shall be paid by the Transmission Customer within twenty (20) days of receipt. All payments shall be made in immediately available funds payable to the Transmission Provider, or by transfer in Canadian Dollars to a bank named by the Transmission Provider. In the case of the Distributor and Generator, payment is made by an accounting entry.

7.2 Interest on Unpaid Balances: Interest on any unpaid amounts (including amounts placed in escrow) shall be at the Chartered Bank Prime Business Loan Rate at the end of the preceding month as posted by the Bank of Canada on its Web site (code V122495), or at an equivalent rate should that rate be withdrawn or modified. Interest on arrears shall be calculated from the invoice due date to the payment date. When payments are made by mail, invoices shall be considered as having been paid on the date of receipt by the Transmission Provider.

7.3 Customer Default: In the event the Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to the Transmission Provider on or before the due date as described above, and such failure of payment is not corrected within three (3) working days after the

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

aforementioned due date, a default by the Transmission Customer shall be deemed to exist. Under such circumstances, the Transmission Provider may use deposits or financial security received from the customer to compensate the amounts due and terminate service. In the event of a billing dispute between the Transmission Provider and the Transmission Customer, the Transmission Provider shall continue to provide service under the Service Agreement as long as the Transmission Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then the Transmission Provider may give notice to the Transmission Customer of its intention to suspend service in three (3) working days.

8 Accounting for Transmission Service Used by the Generator and Distributor

The Transmission Provider shall record the following amounts, as described below.

8.1 Transmission Revenues: Include in a separate operating revenue account or subaccount the revenues it receives from Transmission Service when the Generator or Distributor makes Third-Party Sales under Part II herein.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

8.2 Study Costs and Revenues: Include in a separate transmission operating expense account or subaccount, costs properly chargeable as expenses for System Impact Studies or Facilities Studies that the Transmission Provider conducts to determine if it must make Network Upgrades required by the Distributor and Generator for Third-Party Sales under the provisions herein; and include in a separate operating revenue account or subaccount the revenues received by the Transmission Provider for System Impact Studies or Facilities Studies conducted in such instances. When they are billable under the provisions herein, such amounts are separately stated and identified in the billing of the Distributor and Generator.

9 Regulatory Filings

Nothing contained herein or any Service Agreement shall be construed as affecting in any way the right of the Transmission Provider to make application to the Régie for a change in the rates and conditions herein.

Nothing contained herein or any Service Agreement shall be construed as affecting in any way the ability of any Party receiving service under the provisions herein to exercise its rights under the *Act respecting the Régie de l'énergie*.

10 Liability

10.1 Force Majeure: An event of Force Majeure means any act of God, labor dispute, act of the public enemy, war, insurrection, riot, fire, flood, thunderstorm, ice

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

storm, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed under military rule or by lawfully established civilian authorities, or any other cause beyond a Party's control. Neither the Transmission Provider nor the Transmission Customer shall be considered in default as to any obligation under the provisions herein if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance of obligations under the provisions herein is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations as set forth herein.

10.2 Indemnification: The Transmission Customer shall at all times indemnify, defend, and save the Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Transmission Provider's performance of its obligations under the provisions herein on behalf of the Transmission Customer, except in cases of gross negligence or intentional wrongdoing by the Transmission Provider.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

11 Creditworthiness and Payment Risk Management

11.1 Creditworthiness: For the purpose of determining the ability of the Transmission Customer to meet its obligations related to services set forth herein, the Transmission Provider may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices.

11.2 Payment Risk Management: In addition, the Transmission Provider may require the Transmission Customer to provide and maintain in effect during the term of the Service Agreement, as security to meet its responsibilities and obligations under the provisions herein and to protect the Transmission Provider against the risk of non-payment in accordance with standard commercial practices, security in one or another of the following forms for a reasonable amount set in proportion to the value of the Transmission Services requested or planned by the customer: (i) an irrevocable and unconditional letter of credit, (ii) an on-demand guarantee provided by a third party, (iii) any other form of security proposed by the Transmission Customer and acceptable to the Transmission Provider.

In addition to requiring that security be provided and maintained, the Transmission Provider may at any time require any reasonable additional security if, in its opinion, after a credit review of the Transmission Customer, the financial capacity of the latter to meet its responsibilities and obligations contained in the Service

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Agreement in force is substantially reduced or the value of Transmission Services requested or planned by the customer, including the associated responsibilities and obligations, no longer meet the Transmission Provider's credit criteria, which may vary with changes in the financial situation of the customer or its guarantors, with the customer's Transmission Service reservations on the Transmission Provider's system or with any other commitments entered into by the Transmission Customer.

Any failure or omission by the Transmission Customer to meet the Transmission Provider's credit criteria, to provide information required under the provisions herein, and to provide and maintain in effect security required by the Transmission Provider, including any additional security required by the latter, is a default. Following written notice from the Transmission Provider, if this default is not remedied within three (3) working days, the Transmission Provider may terminate any reservation of Transmission Service or any other service or obligation and require immediate payment of all amounts due by the Transmission Customer.

11.3 Transmission Customer Default: In the event that the Transmission Customer is in default pursuant to Section 7.3 or 11.2 herein, the Transmission Provider has the right to name a date at which it intends to terminate any Transmission Service contract binding the Parities. The Transmission Provider shall then calculate all amounts due

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

to it, including repayment for Network Upgrades it incurred and interest on unpaid amounts calculated pursuant to Section 7.2, and notify the Transmission Customer of the net amount then owing.

12 Complaints Procedure

12.1 Applicable Procedure: Any complaint by a Transmission Customer regarding the application of a transmission rate or of a condition shall be handled following the applicable provisions of the complaint examination procedure approved by the Régie in accordance with the law. The Distributor shall act in the name of Native-Load Customers for any complaints under Part IV herein.

12.2 Court of Competent Jurisdiction: Any dispute that does not fall under the exclusive jurisdiction of the Régie shall be put before the competent courts.

12A Connection of Generating Stations to the Transmission and Distribution System

12A.1 Connection Agreement: Following any request by an Eligible Customer to connect a generating station, a Connection Agreement substantially equivalent to the model agreement available on the Transmission Provider's Web site must be executed before any connection of that generating station is made to the Transmission System or distribution system to meet the needs of Transmission Customers under Part II, Part III or Part IV herein. For any existing generating station,

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

unless other provisions are agreed upon in writing with the generating station owner, the provisions in the model Connection Agreement shall apply. The generating station owner shall comply with the Transmission Provider's technical requirements regarding connection of generating stations, and with allowable emission limits for disturbances on the transmission and distribution system.

Execution of the Connection Agreement does not constitute a reservation for Transmission Service under the provisions herein and the deposit stipulated under Section 17.3 is not required for the request to connect a generating station.

12A.2 Purchase of Point-to-Point Service or Repayment:

When the Connection Agreement is executed, the provisions herein for connecting the generating station to the power system, particularly those set out in Attachment J, shall apply. Furthermore, the generating station owner or a third party named for that purpose by the owner shall, to the satisfaction of the Transmission Provider, make at least one of the commitments below.

i) Long-Term Transmission Service Agreement

At least one Service Agreement must be executed for Long-Term Firm Transmission Service. The present value of payments to be made to the Transmission Provider over the term of the

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

applicable Service Agreements at least equals costs incurred by the Transmission Provider to ensure connection of the generating station, less any amount repaid to the Transmission Provider.

ii) Transmission Service Purchase Commitment

A take-or-pay commitment to purchase Firm or Non-Firm Point-to-Point Transmission Services must be executed for an amount that at least equals the present value of costs incurred by the Transmission Provider, less any amount repaid to the Transmission Provider, to ensure connection of the generating station.

Subject to the following paragraph, at the end of each twelve- (12-) month period following December 31 of the year the generating station was commissioned, the annual amount of the purchase commitment (value A) is subtracted from the product of the annual output to the power system and the rate for Point-to-Point Transmission Service contracted by the customer or, lacking any, the rate for non firm hourly service (value B). Any negative difference between these two (2) annual values (B – A) is paid to the Transmission Provider at the end of the year in which it occurs. The amount payable by the customer is reduced by any cumulative positive difference (B-A) from prior years. If such prior-

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

year cumulative difference (B-A) is larger than the amount payable, the net amount payable is zero and the balance of the cumulative difference (B-A) is carried over for application in subsequent years. If the difference between these two (2) annual values (B-A) is positive and the cumulative difference (B-A) from prior years is negative, the Transmission Provider pays the customer a refund equal to the lesser of the positive difference (B-A) for the year in question and the absolute value of the cumulative difference (B-A) from prior years.

During the year that the generating station is commissioned, the annual purchase commitment is pro-rated to the number of days between the commissioning date and December 31 of that year.

The annual purchase commitment, i.e., value A above, is a annuity calculated on the basis of the following factors: a) costs incurred by the Transmission Provider to ensure connection of the generating station augmented by 15% to cover operating and maintenance costs over a twenty-(20-) year period, when incurred by the Transmission Provider, and augmented by applicable taxes, less any amount repaid by the customer; b) the Transmission Provider's prospective capital costs approved by the Régie; and c) the term of

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

the purchase commitment.

iii) Repayment

The Transmission Provider must be repaid an amount that equals the present value of costs it incurred to ensure connection of the generating station.

The generating station owner shall not be required to provide any of the above commitments for any generation obtained by the Distributor through a call for tenders or when such a call for tenders is waived and which the Distributor has designated pursuant to Section 38 herein. When only a portion of a generating station is for the Distributor, the commitment of the generating station owner, or of the third party named for that purpose by the owner, shall cover an amount equal to the costs incurred by the Transmission Provider to ensure connection of the generating station, multiplied by the following factor: the number one (1), less the ratio of the capacity in kilowatts (kW) allocated to the Distributor to the total rated capacity in kW of the station's generating units. In the event of abandonment before the generating station is commissioned, the requestor shall repay the total of costs incurred by the Transmission Provider.

12A.3 Sequencing of System Impact Studies: Unless stated otherwise, the provisions in Sections 19, 20 and 21 herein shall apply, mutatis mutandis, to any request to connect a generating station. The Transmission Provider

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

shall post on its OASIS site the date on which a complete request was submitted to it, containing the information specified in Section 17.2 and the technical data needed to conduct the System Impact Study. To keep its position in the sequence of System Impact Studies, and later in the sequence of ongoing projects, the requestor shall meet the time limits set forth in Sections 19.1 to 19.8 for all stages specified and shall undertake one of the commitments specified in Section 12A.2.

Following any request by the Distributor to connect generating stations under a call for tenders, the capacity required to meet the Distributor's call for tenders projects shall be entered in the sequence of System Impact Studies and, subsequently, each of the generating station projects selected by the Distributor shall be kept in that sequence. Any capacity entered in the sequence of System Impact Studies as part of a Distributor call for tenders shall be released in as much as it is no longer required by the Distributor.

Any substantial change to a project for which a request has been made for a System Impact Study, specifically regarding the location, maximum capacity to be transmitted or generating equipment specifications, shall result in the project being processed as a new request and being assigned a position in the sequence of System Impact Studies corresponding to the date on

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

which a complete request for the modified project was submitted to the Transmission Provider. Any substantial change to a generating station after it is commissioned shall be subject to a request to the Transmission Provider for a System Impact Study in accordance with the provisions herein.

12A.4 Right of Extension: The request to connect the generating station of an Eligible Customer is deemed terminated and withdrawn after the maximum of three hundred and sixty-five (365) days specified in Section 19.3 herein or the maximum of one hundred and eighty (180) days specified in Section 19.4 herein.

Notwithstanding the preceding paragraph, within thirty (30) days following expiration of the time periods above, the customer may remain queued if it notifies the Transmission Provider in writing of its intention to keep its project in the sequence of ongoing projects.

In the event that the Transmission Provider receives, after the customer has submitted a request to connect a generating station under Section 12A.1, any other Completed Application from an Eligible Customer for a service that, in the opinion of the Transmission Provider, may require Network Upgrades that complement or compete with those that were planned for the customer whose project is queued, the latter customer shall benefit, after receiving written notice to that

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

effect from the Transmission Provider, of a new period of forty-five (45) days to confirm in writing to the Transmission Provider that it agrees to provide one of the commitments stipulated under Section 12A for completion of its project, in order to keep its position in the sequence of ongoing projects. In that case, the commitment made by the customer shall remain under all circumstances. In the event of abandonment, the provisions herein shall apply.

In the opposite case, after this new forty-five (45) day period ends, its Application for service ceases to be a Completed Application and is irrevocably terminated and withdrawn.

However, if the customer is unable to meet the aforementioned deadline of three hundred and sixty-five (365) days or one hundred and eighty (180) days due to delays in obtaining a government approval needed to complete its project and if the customer has demonstrated in writing to the Transmission Provider that it has taken all reasonable steps needed to obtain such approval and it does not undertake one of the commitments stipulated in Section 12A for completing its project, the project shall keep its position in the sequence of ongoing projects and only projects requiring complementary or competing Network Upgrades and having an earlier commissioning date shall move ahead of it.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

In the last case mentioned in the preceding paragraph, the customer has a further period of thirty (30) days after receiving such government approval to confirm in writing to the Transmission Provider that it agrees to sign a Connection Agreement for its project and to undertake one of the commitments stipulated in this Section. In the opposite case, after this new thirty (30) day period ends, its application for service ceases to be a Completed Application and is irrevocably terminated and withdrawn.

12A.5 Exploratory Study: Prior to a request to connect a generating station, the customer may, to have a rough idea of the feasibility of connecting its planned generating station, submit a written request to the Transmission Provider for an exploratory study under this Section 12A.5. The purpose of the exploratory study is to provide an approximate parameter estimate of a single connection scenario possible for the generating station covered by the request. The Transmission Provider shall attempt, to the extent possible, to reply to such a request within six (6) weeks of receiving the written request from the customer, by submitting to the requestor a summary report giving an approximate scenario for the cost and time required to complete the work to interconnect the generating station to the Transmission Provider's system.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

The request for an exploratory study must be submitted in writing to the Transmission Provider accompanied by the technical information needed to complete the exploratory study and full payment for it, to the non-refundable amount of $5,000.00 plus applicable taxes. That amount is the total costs billed by the Transmission Provider for conducting the exploratory study. Any additional scenario requested by the customer constitutes a separate request for an exploratory study and the procedures described above shall apply to that request.

The exploratory study is neither a request for a System Impact Study, nor an Application to reserve Transmission Service and does not entail any commitment on behalf of the Transmission Provider with regard to the accuracy or correctness of information returned to the requestor in reply to the request. The provisions in Sections 12A.1 to 12A.4 above shall not apply to a request for an exploratory study.

12A.6 Common Provisions: The provisions set forth in Part I herein shall apply, mutatis mutandis, to the generating station owner or to the third party it has named, where applicable.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

II. POINT-TO-POINT TRANSMISSION SERVICE

Preamble

The Transmission Provider shall provide Firm and Non-Firm Point-to-Point Transmission Service pursuant to the applicable terms and conditions herein. Point-to-Point Transmission Service is for the receipt of capacity and energy at designated Point(s) of Receipt and the transmission of such capacity and energy to designated Point(s) of Delivery, including receipt or delivery over the power system at a voltage below 44 kV.

13 Nature of Firm Point-to-Point Transmission Service

13.1 Term: The minimum term of Firm Point-to-Point Transmission Service shall be one day and the maximum term shall be specified in the Service Agreement.

13.2 Reservation Priority: Long-Term Firm Point-to-Point Transmission Service shall be available on a first-come, first-served basis, i.e., in the chronological sequence in which each Transmission Customer has reserved service. Reservations for Short-Term Firm Point-to-Point Transmission Service shall be conditional based upon the length of the requested transaction. If the Transmission System becomes oversubscribed, Applications for longer-term service and for resources designated by the Distributor to supply Native Load, shall have priority over Applications for shorter-term service, up to the following deadlines: one day before the commencement of

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

daily service, one week before the commencement of weekly service, and one month before the commencement of monthly service. Before the deadline, if available transmission capability is insufficient to satisfy all Applications, an Eligible Customer with a reservation for shorter-term service has the right of first refusal to match any Short-Term Point-to-Point Transmission Service of greater length before losing its reservation priority. After the deadline, service shall commence pursuant to the terms of Part II herein. Firm Point-to-Point Transmission Service shall always have a reservation priority over Non-Firm Point-to-Point Transmission Service under the provisions herein. All Long-Term Firm Point-to-Point Transmission Service shall have access priority higher than that of Short-Term Firm Point-to-Point Transmission Service and equal to that of resources designated by the Distributor to supply Native Load and by a Network Customer to supply its loads, regardless of the length for which such resources are designated by the Distributor or the Network Customer. Reservation priorities for existing firm service customers are provided in Section 2.2. Long-Term Firm Point-to-Point Transmission Service begins at the date specified in the Service Agreement.

13.3 Use of Firm Transmission Service by the Generator and Distributor: The Generator and Distributor shall be subject to the rates and conditions of Part II herein

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

when making Third-Party Sales. The Transmission Provider shall maintain separate accounting, pursuant to Section 8, for any use of Point-to-Point Transmission Service by the Generator or Distributor to make Third-Party Sales.

13.4 Service Agreements: The Transmission Provider shall offer a standard form of agreement for Firm Point-to-Point Transmission Service (Attachment A) to an Eligible Customer when the latter submits a Completed Application for Firm Point-to-Point Transmission Service. The Transmission Provider shall file with the Régie Service Agreements containing the information required herein, no later than thirty (30) days after their execution.

13.5 Transmission Customer Obligations for Network Upgrade or Redispatch Costs: In cases where the Transmission Provider determines that the Transmission System is not capable of providing Firm Point-to-Point Transmission Service without (1) degrading or impairing the reliability of service to Native-Load Customers, Network Customers and other Transmission Customers taking Firm Point-to-Point Transmission Service, or (2) interfering with the Transmission Provider's ability to meet prior firm contractual commitments to other customers, the Transmission Provider shall be obligated to expand or upgrade its Transmission System pursuant to Section 15.4. The Transmission Customer

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

shall agree to compensate the Transmission Provider for any Network Upgrades pursuant to the terms of Section 27. To the extent the Transmission Provider can relieve any system constraint more economically by redispatching resources in the Transmission Provider's Control Area rather than through Network Upgrades, it shall do so, provided that the Eligible Customer agrees to compensate the Transmission Provider pursuant to Section 27.

13.6 Curtailment of Firm Transmission Service: In the event that a Curtailment on the Transmission Provider's Transmission System, or a portion thereof, is required to maintain reliable operation of such system, Curtailments shall be made on a non-discriminatory basis to the transactions that effectively relieve the constraint. If multiple transactions require Curtailment, to the extent practicable and consistent with Good Utility Practice, Curtailments shall be proportionally allocated among Native-Load Customers, Network Customers and Transmission Customers taking Firm Point-to-Point Transmission Service. All Curtailments shall be made on a non-discriminatory basis; however, Non-Firm Point-to-Point Transmission Service shall be subordinate to Firm Transmission Service. When the Transmission Provider determines that an electrical emergency exists on its Transmission System and implements emergency procedures to curtail

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Firm Transmission Service, the Transmission Customer shall make the required Curtailments upon request of the Transmission Provider. However, the Transmission Provider reserves the right to curtail, in whole or in part, any Firm Transmission Service provided under the provisions herein when, in its sole discretion, an emergency or other contingency impairs or degrades the reliability of its Transmission System. The Transmission Provider shall notify all affected Transmission Customers in a timely manner of any scheduled Curtailments.

13.7 Classification of Firm Transmission Service:

a) The Transmission Customer taking Firm Point-to-Point Transmission Service may (1) change its Points of Receipt and Delivery to obtain service on a non-firm basis pursuant to Section 22.1, or (2) request a modification to the Points of Receipt or Delivery on a firm basis pursuant to Section 22.2.

b) The Transmission Customer may purchase Transmission Service to sell capacity and energy from multiple generating units that are on the Transmission Provider's Transmission System. For such a purchase of Transmission Service, point HQT shall be designated as the Point of Receipt unless the multiple generating units are at the same

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

generating station, in which case the units shall be treated as a single Point of Receipt.

c) The Transmission Customer may purchase Transmission Service by designating the Point of Delivery or the Point of Receipt only, provided it makes within the required deadline the reservations needed to make firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery on a firm basis pursuant to Section 22.2 or on a non-firm basis pursuant to Section 22.1.

d) The Transmission Provider shall provide firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt at which firm transmission capacity is reserved by the Transmission Customer shall be specified in the Firm Point-to-Point Service Agreement along with a reservation of matching capacity associated with each Point of Receipt. Each Point of Delivery at which firm transmission capacity is reserved by the Transmission Customer shall be specified in the Firm Point-to-Point Service Agreement along with a reservation of matching capacity associated with each Point of Delivery. The Transmission Customer's Reserved Capacity shall be the greater of the following amounts: (1) the sum of the

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

capacity reservations at the Point(s) of Receipt, or (2) the sum of the capacity reservations at the Point(s) of Delivery. The Transmission Customer will be billed for its Reserved Capacity under the terms of Schedule 9. The Transmission Customer may not exceed its firm capacity reserved at each Point of Receipt and each Point of Delivery except as otherwise specified in Section 22. In the event that a Transmission Customer (including the Generator or Distributor for Third-Party Sales) exceeds its firm Reserved Capacity at any Point of Receipt or Point of Delivery, the Transmission Customer shall pay to the Transmission Provider 150% of the applicable Schedule 9 charges, for the amount of capacity that exceeded the firm Reserved Capacity.

13.8 Scheduling of Firm Point-to-Point Transmission Service: Following any reservation of Transmission Service, schedules for the Transmission Customer's Firm Point-to-Point Transmission Service shall be submitted to the Transmission Provider no later than 1:00 p.m. of the day before service starts. Schedules submitted after 1:00 p.m. shall be accommodated, if practicable. Hour-to-hour schedules of any capacity and energy that is to be delivered shall be stated in increments of 1,000 kW per hour. Transmission Customers within the Transmission Provider's Control Area who have multiple

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

requests for Transmission Service at a Point of Receipt, each of which is less than 1,000 kW per hour, may consolidate their service requests at a common Point of Receipt into increments of 1,000 kW per hour for scheduling and billing purposes. Scheduling changes shall be permitted up to thirty (30) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the modified schedule. The Transmission Provider shall provide the Delivering Party's system operator with hour-to-hour schedules matching those provided by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy agreed upon in such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

14 Nature of Non-Firm Point-to-Point Transmission Service

14.1 Term: Non-Firm Point-to-Point Transmission Service shall be available for periods ranging from one (1) hour to one (1) month. However, a purchaser of Non-Firm Point-to-Point Transmission Service shall be entitled to reserve a sequential term of service (such as a sequential monthly term without having to wait for the

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

initial term to end before requesting another monthly term) so that the total time period for which the reservation applies is greater than one month, subject to the requirements of Section 18.3.

14.2 Reservation Priority: Non-Firm Point-to-Point Transmission Service shall be available from transmission capability in excess of that needed for reliable service to Native-Load Customers, Network Customers and other Transmission Customers taking Long-Term and Short-Term Firm Point-to-Point Transmission Service. A higher priority shall be assigned to reservations with a longer duration of service. In the event the Transmission System is constrained, competing requests of equal duration shall be prioritized based on the highest price offered by the Eligible Customer for the Transmission Service. Eligible Customers that have already reserved shorter-term service have the right of first refusal to match any longer-term reservation before being pre-empted. Transmission Service for Network Customers and Native-Load Transmission Service from resources other than designated resources shall have priority over any Non-Firm Point-to-Point Transmission Service. Non-Firm Point-to-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery shall have the lowest reservation priority under the provisions herein.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

14.3 Use of Non-Firm Point-to-Point Transmission Service by the Generator and Distributor: The Generator and Distributor shall be subject to the rates and conditions of Part II herein when making Third-Party Sales. The Transmission Provider shall maintain separate accounting, pursuant to Section 8, for any use of Non-Firm Point-to-Point Transmission Service by the Generator or the Distributor to make Third-Party Sales.

14.4 Service Agreements: The Transmission Provider shall offer a standard form of agreement for Non-Firm Point-to-Point Transmission Service (Attachment B) to an Eligible Customer when the latter first submits a Completed Application for Non-Firm Point-to-Point Transmission Service pursuant to the provisions herein. The Transmission Provider shall file with the Régie Service Agreements containing the information required herein, no later than thirty (30) days after their execution.

14.5 Classification of Non-Firm Point-to-Point Transmission Service: Non-Firm Point-to-Point Transmission Service shall be offered under terms and conditions contained in Part II herein. The Transmission Provider herein undertakes no obligation to plan its Transmission System in order to have sufficient capacity for Non-Firm Point-to-Point Transmission Service. Parties requesting Non-Firm Point-to-Point Transmission Service for the transmission of firm power do so with the full

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

realization that such service is subject to availability and to Curtailment or Interruption under the provisions herein. In the event that a Transmission Customer (including the Generator or the Distributor for Third-Party Sales) exceeds its non-firm capacity reservation at any Point of Receipt or Point of Delivery, the Transmission Customer shall pay to the Transmission Provider, 150% of the applicable Schedule 10 charges for the capacity exceeding the non-firm Reserved Capacity. Non-Firm Point-to-Point Transmission Service shall include transmission of energy on an hourly basis and transmission of scheduled short-term capacity and energy on a daily, weekly or monthly basis, but not to exceed one month's reservation for any one Application, pursuant to Schedule 10.

a) The Transmission Customer may purchase Non-Firm Transmission Service to sell energy from multiple generating units that are on the Transmission Provider's Transmission System. For such a purchase of Transmission Service, point HQT shall be designated as the Point of Receipt unless the multiple generating units are at the same generating station, in which case the units shall be treated as a single Point of Receipt.

b) The Transmission Customer may purchase Transmission Service by designating the Point of

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Delivery or the Point of Receipt only, provided it makes within the required deadline the reservations needed to make non-firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery on a non-firm basis pursuant to Section 22.1, even for solely non-firm service.

c) The Transmission Customer's Reserved Capacity shall be the greater of the following amounts: (1) the sum of the capacity reserved at the Point(s) of Receipt, or (2) the sum of the capacity reserved at the Point(s) of Delivery. The Transmission Customer will be billed for its Reserved Capacity under the terms of Schedule 10.

14.6 Scheduling of Non-Firm Point-to-Point Transmission Service: Following any reservation of Transmission Service, schedules for Non-Firm Point-to-Point Transmission Service shall be submitted to the Transmission Provider no later than 1:00 p.m. of the day before service starts. Schedules submitted after 1:00 p.m. shall be accommodated, if practicable. Hour-to-hour schedules of energy that is to be delivered shall be stated in increments of 1,000 kW per hour. Transmission Customers within the Transmission Provider's Control Area who have multiple requests for Transmission Service at a Point of Receipt, each of which is less than 1,000 kW per hour, may consolidate

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

their service requests at a common Point of Receipt into increments of 1,000 kW per hour. Scheduling changes shall be permitted up to thirty (30) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the modified schedule. The Transmission Provider shall provide the Delivering Party's system operator with hour-to-hour schedules matching those provided by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy agreed upon in such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

14.7 Curtailment or Interruption of Service: The Transmission Provider reserves the right to curtail, in whole or in part, Non-Firm Point-to-Point Transmission Service provided under the provisions herein for reliability reasons when an emergency or other contingency threatens to impair or degrade the reliability of its Transmission System. The Transmission Provider reserves the right to interrupt, in whole or in part, Non-Firm Point-to-Point Transmission Service provided under the provisions

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

herein for economic reasons in order to accommodate (1) a request for Firm Transmission Service, (2) a request for Non-Firm Point-to-Point Transmission Service of greater duration, (3) a request for Non-Firm Point-to-Point Transmission Service of equal duration at a higher price, or (4) a request for Transmission Service for Network Customers or for Native-Load Transmission Service from non-designated resources. The Transmission Provider shall also interrupt or curtail service to the Transmission Customer to the extent that deliveries for transmission are interrupted or curtailed at the Point(s) of Receipt. Where required, Curtailments or Interruptions shall be made on a non-discriminatory basis to the transactions that effectively relieve the constraint; however, Non-Firm Point-to-Point Transmission Service shall be subordinate to Firm Transmission Service. Should multiple transactions require Curtailment or Interruption, to the extent practicable and consistent with Good Utility Practice, Curtailments or Interruptions shall be made to transactions of the shortest term (e.g., hourly non-firm transactions shall be curtailed or interrupted before daily non-firm transactions and daily non-firm transactions shall be curtailed or interrupted before weekly non-firm transactions). Transmission Service for Network Customers and Transmission Service to supply Native

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

Load from resources other than designated resources shall have priority over any Non-Firm Point-to-Point Transmission Service under the provisions herein. Non-Firm Point-to-Point Transmission Service over secondary Point(s) of Receipt and Delivery shall have lower priority than any Non-Firm Point-to-Point Transmission Service under the provisions herein. The Transmission Provider shall give advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice.

15 Service Availability

15.1 General Conditions: The Transmission Provider shall provide Firm and Non-Firm Point-to-Point Transmission Service over, on or across its Transmission System to any Transmission Customer that has met the requirements of Section 16.

15.2 Determination of Available Transmission Capability: A description of the Transmission Provider's specific methodology for assessing the available transmission capability posted on its OASIS site (Section 4) is contained in Attachment C herein. In the event sufficient transmission capability may not exist to accommodate a service request, the Transmission Provider shall respond by conducting a System Impact Study.

15.3 Revoked

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

15.4 Obligation to Provide Transmission Service Requiring Transmission System Expansion or Modification: If the Transmission Provider determines that it cannot accommodate a Completed Application for Point-to-Point Transmission Service because of insufficient capability on its Transmission System, the Transmission Provider shall use due diligence to expand or modify its Transmission System to provide the requested Transmission Service, provided the Transmission Customer agrees to compensate the Transmission Provider for such costs pursuant to the terms of Section 27. The Transmission Provider shall be consistent with Good Utility Practice in determining the need for Network Upgrades and in the design and construction of such upgrades. This obligation applies only to those facilities that the Transmission Provider has the right to expand or modify.

15.5 Deferral of Service: The Transmission Provider may defer providing a service until it completes construction of Network Upgrades needed to provide Point-to-Point Transmission Service whenever the Transmission Provider determines that providing the requested service would, without such upgrades or new facilities, impair or degrade the reliability of any existing firm service.

15.6 Revoked

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

15.7 Transmission Losses: Transmission losses are associated with all Transmission Services. The Transmission Provider is not obligated to provide transmission losses. The Transmission Customer is responsible for replacing losses associated with Transmission Service as calculated by the Transmission Provider. The factor applicable to transmission losses is 5.2% of the maximum hourly transfer as measured at the Point(s) of Delivery.

16 Transmission Customer Responsibilities

16.1 Conditions Required of Transmission Customers: The Transmission Provider shall provide Point-to-Point Transmission Service only if the following conditions are satisfied by the Transmission Customer:

a. The Transmission Customer has submitted a Completed Application for service;

b. The Transmission Customer meets the creditworthiness criteria set forth in Section 11;

c. The Transmission Customer shall have arrangements in place for any other Transmission Service needed to effect delivery from the generating facility to the Transmission Provider prior to the time service under Part II herein commences;

d. The Transmission Customer agrees to pay for any Network Upgrade chargeable to such Transmission Customer under Part II herein, whether or not the

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

Transmission Customer takes service for the full term of its reservation; and

e. The Transmission Customer has executed a Point-to-Point Service Agreement.

16.2 Transmission Customer Responsibility for Third-Party Arrangements: Any scheduling arrangements that may be required by other power systems shall be the responsibility of the Transmission Customer requesting service. The Transmission Customer shall notify the Transmission Provider, unless waived by the latter, identifying such systems and authorizing them to schedule the capacity and energy to be transmitted by the Transmission Provider pursuant to Part II herein on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However, the Transmission Provider shall undertake reasonable efforts to assist the Transmission Customer in making such arrangements, including without limitation, providing any information or data required by such other power system consistent with Good Utility Practice.

17 Procedures for Arranging Firm Point-to-Point Transmission Service

17.1 Application: A request for Firm Point-to-Point Transmission Service for periods of one year or longer shall include a written Application to the Marketing Director, 9th Floor, C.P. 10 000, Succursale

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Desjardins, Montréal (Québec) H5B 1H7, at least sixty (60) days prior to the calendar month during which service is to commence. The Transmission Provider shall consider requests for such firm service on shorter notice when practicable. Requests for firm service for periods of less than one year shall be subject to expedited procedures that shall be negotiated between the Parties within the time constraints provided in Section 17.5. All Applications for Firm Point-to-Point Transmission Service shall be submitted by entering the information listed below on the Transmission Provider's OASIS site. This method shall provide a time-stamped record for establishing the priority of the Application. Any written Application received from an Eligible Customer unable to enter information itself on OASIS, shall be entered by the Transmission Provider on OASIS at the date of receipt of the written Application or at the date of receipt of the new or revised Application according to Section 17.4 herein.

17.2 Completed Application: A Completed Application shall provide all of the information specified in Régie decisions, orders and regulations including but not limited to the following:

(i) The identity, address, telephone number and fax number of the entity requesting service;

(ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the provisions herein;

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

(iii) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;

(iv) The location of the generating facility(ies) supplying the capacity and energy and the location of the load ultimately served by the capacity and energy transmitted. The Transmission Provider will treat this information as confidential except to the extent that disclosure is required by the provisions herein, by regulatory or judicial order, for reliability purposes following Good Utility Practice or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information in accordance with the *Transmission Provider Code of Conduct*;

(v) A description of the supply characteristics of the capacity and energy to be delivered;

(vi) An estimate of the capacity and energy to be delivered to the Receiving Party;

(vii) The Service Commencement Date and the term of the requested Transmission Service; and

(viii) The transmission capacity requested for each Point of Receipt and each Point of Delivery on the Transmission Provider's Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement.

The Transmission Provider shall treat this information in accordance with the *Transmission Provider Code of Conduct*.

17.3 Deposit: A Completed Application for Long-Term Firm Point-to-Point Transmission Service shall also include a deposit of one month's charge for Reserved Capacity. If the Application is rejected by the Transmission

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Provider because it does not meet the conditions for service as set forth herein, or in the case of service requests linked to losing bidders in a request for proposals, said deposit shall be returned with interest less any reasonable costs incurred by the Transmission Provider to review the losing bidder's Application. The deposit also shall be returned with interest less any reasonable costs incurred by the Transmission Provider if the Transmission Provider is unable to complete Network Upgrades needed to provide the service. If an Application is withdrawn or the Eligible Customer elects not to enter into a Service Agreement for Long-Term Firm Point-to-Point Transmission Service, the deposit shall be refunded in full, with interest, less reasonable costs incurred by the Transmission Provider to the extent such costs have not already been recovered by the Transmission Provider from the Eligible Customer. The Transmission Provider shall provide to the Eligible Customer a complete accounting of all costs deducted from the refunded deposit, which the Eligible Customer may contest if it disagrees with the deducted costs. Deposits associated with Network Upgrades are subject to the provisions of Section 19. If a Service Agreement for Long-Term Firm Point-to-Point Transmission Service is executed, the deposit, with interest, shall be returned to the Transmission Customer within thirty (30) days of the execution of

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

said Service Agreement with the financial security deposited pursuant to Section 11. Applicable interest shall be at the Chartered Bank rate for a one-year guaranteed investment certificate at the end of the preceding month, as posted by the Bank of Canada on its Web site (code V122524), or at an equivalent rate should that rate be withdrawn or modified, and shall be calculated from the day the deposit cheque is credited to the Transmission Provider's account.

17.4 Notice of Deficient Application: If an Application fails to meet the requirements herein, the Transmission Provider shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. The Transmission Provider shall attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application, along with any deposit, with interest. Upon receipt of a new or revised Application that fully complies with the requirements of Part II herein, the Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Application.

17.5 Response to a Completed Application: Following receipt of a Completed Application for Firm Point-to-Point Transmission Service, the Transmission Provider shall make a determination of available transmission

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

capability as required in Section 15.2. The Transmission Provider shall notify the Eligible Customer as soon as practicable, but no later than thirty (30) days after the date of receipt of a Completed Application, either (i) that it will be able to provide service without conducting a System Impact Study, or (ii) that such a study is needed to assess the impact of the Application pursuant to Section 19.1.

17.6 Execution of Service Agreement: Whenever the Transmission Provider determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30) days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Section 19 shall govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement within forty-five (45) days after it is submitted by the Transmission Provider shall be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded with interest. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

17.7 Extensions for Commencement of Service: The Transmission Customer can obtain up to five (5) one-year extensions for the commencement of service. The

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Transmission Customer may postpone service by paying a non-refundable annual reservation fee equal to one month's charge for Firm Transmission Service for each year or fraction thereof. If during any extension for the commencement of service an Eligible Customer submits a Completed Application for Firm Transmission Service, and such request can be accommodated only by releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity shall be released unless the following condition is satisfied. Within thirty (30) days, the original Transmission Customer agrees to pay the Firm Point-to-Point Transmission Service rate for its Reserved Capacity concurrent with the new Service Commencement Date. In the event the Transmission Customer elects to release the Reserved Capacity, the reservation fees previously paid shall be forfeited.

18 Procedures for Arranging Non-Firm Point-to-Point Transmission Service

18.1 Application: Eligible Customers seeking Non-Firm Point-to-Point Transmission Service shall submit a Completed Application to the Transmission Provider. Applications shall be submitted by entering the information listed below on the Transmission Provider's OASIS site. This method shall provide a time-stamped record for establishing the priority of the Application.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

18.2 Completed Application: A Completed Application shall provide all of the information included in Régie decisions, orders and regulations including but not limited to the following:

(i) The identity, address, telephone number and fax number of the entity requesting service;

(ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the provisions herein;

(iii) The Point(s) of Receipt and the Point(s) of Delivery;

(iv) The maximum capacity required at each Point of Receipt and Point of Delivery; and

(v) The proposed dates and hours for initiating and terminating Transmission Service pursuant to the provisions herein.

In addition to the information specified above, when required to properly evaluate system conditions, the Transmission Provider also may ask the Transmission Customer to provide the following information:

(vi) The electrical location of the initial source of the power to be transmitted pursuant to the Transmission Customer's request for service; and

(vii) The electrical location of the ultimate load.

The Transmission Provider shall treat the information required under (vi) and (vii) as confidential, at the request of the Transmission Customer, except to the extent that disclosure is required by the provisions herein, by regulatory or judicial order, for

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

reliability purposes following Good Utility Practice or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information in accordance with the *Transmission Provider Code of Conduct*.

18.3 Reservation of Non-Firm Point-to-Point Transmission Service: Requests for monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence; requests for daily service shall be submitted no earlier than two (2) days before service is to commence; and requests for hourly service shall be submitted no earlier than 8:00 a.m. the day before service is to commence. Requests for service received later than 1:00 p.m. the day before service is to commence shall be accommodated if practicable.

18.4 Determination of Available Transmission Capability: Following receipt of a proposed schedule, the Transmission Provider shall determine, on a non-discriminatory basis, the available transmission capability pursuant to Section 15.2. Such determination shall be made as soon as reasonably practicable after receipt of the proposed schedule, but within the following time periods for the following terms of service: (i) thirty (30) minutes for hourly service,

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

(ii) thirty (30) minutes for daily service, (iii) four (4) hours for weekly service, and (iv) two (2) days for monthly service.

19 Additional Study Procedures for Point-to-Point Transmission Service Requests

19.1 Notice of Need for a System Impact Study: After receiving an Application for service or a request to connect a generating station pursuant to Section 12A, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the Transmission Provider's methodology for conducting a System Impact Study is provided in Attachment D. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer as soon as practicable. In such cases, the Transmission Provider shall, within thirty (30) days of receipt of a Completed Application, including the technical data needed to conduct the study, submit a System Impact Study Agreement whereby the Eligible Customer shall agree to reimburse the Transmission Provider for conducting the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

System Impact Study Agreement, its Application shall be deemed withdrawn and all deposits made shall be returned with interest pursuant to Section 17.3.

19.2 System Impact Study Agreement and Cost Reimbursement:

(i) The System Impact Study Agreement shall clearly specify the applicable charge, based on the Transmission Provider's estimate of the actual cost, and the time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In conducting the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer shall not be assessed a charge for such existing studies; however, the Eligible Customer shall be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary in order to assess the impact of the Eligible Customer's service request on the Transmission System.

(ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the service requests, the cost of that study shall be pro-rated among the Eligible

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Customers. In the case of the Distributor, the provisions set forth in Section 40.2 shall apply.

(iii) For System Impact Studies that the Transmission Provider conducts on behalf of the Generator and the Distributor, the Transmission Provider shall record the cost pursuant to Section 8.

19.3 System Impact Study Procedures: Upon receipt of an executed System Impact Study Agreement and the required technical data, the Transmission Provider shall use due diligence to complete the System Impact Study within one hundred and twenty (120) days, except for instances where the study requires more time, which shall be specified to the customer. The System Impact Study shall identify any system constraints and redispatch options or Network Upgrades required to provide the required service, and the estimated cost and time for Network Upgrades. In the event that the Transmission Provider is unable to complete the System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer. The Transmission Provider shall use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

completing studies for itself. The Transmission Provider shall inform the Eligible Customer immediately upon completion of the System Impact Study of whether the Transmission System will be adequate to accommodate all or part of the service request, or whether costs are likely to be incurred for Network Upgrades. In order for a request to remain a Completed Application, within forty-five (45) days of receipt of the System Impact Study, the Eligible Customer must either execute a Service Agreement or confirm its intention to execute a Facilities Study Agreement in a timely manner or, for connection of a generating station, indicate which commitment under Section 12A applies to its project and, where appropriate, confirm in writing its intention to execute in a timely manner a Facilities Study Agreement or a Connection Agreement, failing which the Application shall be deemed terminated and withdrawn. Within the aforementioned forty-five (45) days, the Eligible Customer may, however, request that the period be extended up to a maximum of three hundred and sixty-five (365) days if it is unable to meet the deadline of forty-five (45) days due to delays in obtaining a government approval needed to complete its project and if it has demonstrated in writing to the Transmission Provider that it has taken all reasonable steps needed to obtain such approval. The extension so

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

obtained shall be taken into account in establishing the planned service date.

19.4 Facilities Study Procedures: If a System Impact Study indicates that Network Upgrades are needed to accommodate the Eligible Customer's service request and the Transmission Provider has established that it is necessary to conduct a Facilities Study, the Transmission Provider, after receipt of a written request from the customer within the maximum three hundred and sixty-five (365) days for receipt of the System Impact Study, shall submit to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for the cost of conducting the Facilities Study pursuant to the Transmission Provider Policy on Network Upgrades found in Attachment J herein. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its Application shall be deemed withdrawn and any deposit made shall be returned with interest pursuant to Section 17.3. Upon receipt of an executed Facilities Study Agreement, the Transmission Provider shall use due diligence to complete the Facilities Study within the time allotted in the

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

Facilities Study Agreement. If the Transmission Provider is unable to complete the Facilities Study in the allotted time, the Transmission Provider shall inform the Transmission Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study shall include a good faith estimate of: (i) the Eligible Customer's appropriate share of the cost of any required Network Upgrades that the Eligible Customer must reimburse to the Transmission Provider pursuant to the principles set forth in Attachment J herein, and (ii) the time required to complete such construction and initiate the requested service. The Transmission Customer has thirty (30) days following receipt of the Facilities Study to execute a Service Agreement, if one has not already been executed, or, for connection of a generating station, enter into one of the commitments stipulated under Section 12A and execute a Connection Agreement in a timely manner. The Transmission Customer shall provide the Transmission Provider with a letter of credit or other reasonable form of security acceptable to the Transmission Provider equivalent to the cost of Network Upgrades consistent with commercial practices as established under the law of Québec, failing which the request shall no longer be a Completed Application

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

and shall be deemed terminated and withdrawn. Within the aforementioned thirty (30) days, the Eligible Customer may, however, request that the period be extended up to a maximum of one hundred and eighty (180) days if it is unable to meet the deadline of thirty (30) days due to delays in obtaining a government approval needed to complete its project and if it has demonstrated in writing to the Transmission Provider that it has taken all reasonable steps needed to obtain such approval. The extension so obtained shall be taken into account in establishing the planned service date.

19.5 Facilities Study Modifications: Any change in design arising from the inability to site or construct Network Upgrades as proposed may require development of a revised good faith estimate. New good faith estimates also may be required in the event of new statutory or regulatory requirements that are effective before the completion of construction or other circumstances beyond the control of the Transmission Provider that significantly affect the final cost of Network Upgrades to be charged to the Transmission Customer pursuant to the provisions of Attachment J herein.

19.6 Due Diligence in Completing Network Upgrades: The Transmission Provider shall use due diligence to add necessary facilities to its Transmission System within a reasonable time. The Transmission Provider shall not

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

modify its existing or planned Transmission System in order to provide the required Point-to-Point Transmission Service if doing so would impair system reliability or otherwise impair or degrade existing service.

19.7 Partial Interim Service: If the Transmission Provider determines that it will not have adequate transmission capability to satisfy the full amount of a Completed Application for Point-to-Point Transmission Service, the Transmission Provider nonetheless shall be obligated to offer and provide the portion of the requested Point-to-Point Transmission Service that it can accommodated by redispatch without Network Upgrades. However, the Transmission Provider shall not be obligated to provide the required incremental amount of Point-to-Point Transmission Service that requires Network Upgrades until such upgrades have been commissioned.

19.8 Expedited Procedures for Network Upgrades: In lieu of the procedures set forth above, the Eligible Customer shall have the option to expedite the process by requesting the Transmission Provider to submit at one time, together with the results of required studies, an "Expedited Service Agreement" and, where appropriate, a Connection Agreement, whereby the Eligible Customer would agree to compensate the Transmission Provider for all costs incurred under the provisions herein. In

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

order to exercise this option, the Eligible Customer shall require in writing an Expedited Service Agreement and, where appropriate, a Connection Agreement, covering all of the aforementioned items within thirty (30) days of receiving the results of the System Impact Study identifying needed Network Upgrades or costs incurred in providing the requested service. While the Transmission Provider agrees to provide the Eligible Customer with its best estimate of Network Upgrade costs and other charges that may be incurred, such estimate shall not be binding and the Eligible Customer shall agree in writing to compensate the Transmission Provider for all costs incurred pursuant to the provisions herein. The Eligible Customer shall execute and return such an Expedited Service Agreement or, where appropriate, a Connection Agreement, within thirty (30) days of its receipt, failing which the Eligible Customer's service request shall cease to be a Completed Application and shall be deemed terminated and withdrawn.

20 Procedures if the Transmission Provider is Unable to Complete Network Upgrades for Point-to-Point Transmission Service

20.1 Delays in Completing Network Upgrades: If any event occurs that will materially affect the time for completion of Network Upgrades or the ability to complete them, the Transmission Provider shall promptly

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

notify the Transmission Customer. In such circumstances, the Transmission Provider shall, within thirty (30) days of notifying the Transmission Customer of such delays, convene a technical meeting with the Transmission Customer to evaluate the alternatives available to the Transmission Customer. The Transmission Provider shall also make available to the Transmission Customer studies and work papers related to the delay, including all information in the Transmission Provider's possession that is reasonably needed by the Transmission Customer to assess any alternatives.

20.2 Alternatives to the Original Network Upgrades: When the review process of Section 20.1 determines that one or more alternatives exist to the originally planned Network Upgrades, the Transmission Provider shall present such alternatives for consideration by the Transmission Customer. If, upon review of any alternatives, the Transmission Customer wishes to maintain its Completed Application subject to construction of the alternative facilities, it may require the Transmission Provider to submit a revised Service Agreement for Point-to-Point Transmission Service and, where appropriate, to amend the previously executed Connection Agreement. If the alternative solely involves Non-Firm Point-to-Point Transmission Service, the Transmission Provider shall promptly

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

submit a Service Agreement for Non-Firm Point-to-Point Transmission Service to provide the service. In the event the Transmission Provider concludes that no reasonable alternative exists and the Transmission Customer disagrees, the Transmission Customer may seek relief under the complaints procedures set forth in Section 12 herein.

20.3 Refund Obligation for Uncompleted Network Upgrades: If the Transmission Provider and the Transmission Customer mutually agree that no other reasonable alternative exists and the required service cannot be provided from existing capability under the conditions of Part II herein, the obligation to provide the requested Point-to-Point Transmission Service shall terminate and any deposit made by the Transmission Customer shall be returned with interest pursuant to Section 17.3. However, the Transmission Customer shall be responsible for all prudently incurred costs by the Transmission Provider during the time construction was suspended.

21 Provisions Relating to Construction and Services on the Transmission Systems of Other Utilities

21.1 Responsibility for Upgrades to Third-Party Systems: The Transmission Provider shall not be responsible for making arrangements for any engineering, permitting, and construction of transmission or distribution facilities on the system(s) of any other entity or for obtaining any regulatory approval for such facilities.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

The Transmission Provider shall undertake reasonable efforts to assist the Transmission Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other power system pursuant to Good Utility Practice.

21.2 Coordination of Upgrades to Third-Party Systems: In circumstances where the need for Network Upgrades is identified pursuant to the provisions of Part II herein, and if such upgrades further require upgrades to transmission facilities on other systems, the Transmission Provider shall have the right to coordinate its own Network Upgrades with the construction required by others. The Transmission Provider, after consultation with the Transmission Customer and representatives of such other systems, may defer construction of its Network Upgrades if the new transmission facilities on another system cannot be completed in a timely manner. The Transmission Provider shall notify the Transmission Customer in writing of the grounds for any decision to defer Network Upgrades and the specific problems which must be resolved before it will initiate or resume such upgrades. Within sixty (60) days of receiving written notice by the Transmission Provider of its intent to defer Network Upgrades pursuant to this Section, the Transmission Customer may challenge the decision in accordance with

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

the complaints procedures set forth in Section 12 herein.

22 Changes in Service Specifications

22.1 Modifications on a Non-Firm Basis: The Transmission Customer taking Firm Point-to-Point Transmission Service may require the Transmission Provider to provide Transmission Service on a non-firm basis over Points of Receipt or Delivery other than those specified in the Service Agreement ("Secondary Points of Receipt and Delivery"), in amounts not to exceed its firm capacity reservation, without incurring an additional Non-Firm Point-to-Point Transmission Service charge or executing a new Service Agreement, subject to the following conditions:

a) Service provided over Secondary Points of Receipt and Delivery shall be non-firm only, on an as-available basis and shall not displace any firm or non-firm service reserved or scheduled by third parties under the provisions herein or by the Distributor on behalf of Native-Load Customers.

b) The sum of all Firm and Non-Firm Point-to-Point Transmission Service provided to the Transmission Customer at any time pursuant to this Section shall not exceed the Reserved Capacity in the relevant Service Agreement under which such services are provided.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

c) The Transmission Customer shall retain its right to schedule Firm Point-to-Point Transmission Service at the Points of Receipt and Delivery specified in the relevant Service Agreement in the amount of its original capacity reservation.

d) Service over Secondary Points of Receipt and Delivery on a non-firm basis shall not require submitting an Application for Non-Firm Point-to-Point Transmission Service under the provisions herein. However, all other requirements of Part II herein (except as to transmission rates) shall apply to Transmission Service on a non-firm basis over Secondary Points of Receipt and Delivery.

22.2 Modifications on a Firm Basis: Any request by a Transmission Customer to modify Points of Receipt or Delivery on a firm basis shall be treated as a new service request in accordance with Section 17 herein, except that such Transmission Customer shall not be obligated to sign a new Service Agreement, pay any additional deposit or incur additional costs for Firm Point-to-Point Transmission Service if the capacity reservation does not exceed the amount reserved in the existing Service Agreement. During the period such new request is pending and not yet accepted by the Transmission Provider, the Transmission Customer shall retain its priority for firm service at the existing Points of Receipt and Delivery specified in its Service

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Agreement. The Transmission Customer shall lose its priority for firm service at existing Points of Receipt and Delivery that are stipulated in its Service Agreement for the period covered by the modification to Points of Receipt and Delivery on a firm basis agreed to by the Transmission Provider.

23 Sale or Assignment of Transmission Service

23.1 Procedures for Assignment or Transfer of Service: A Transmission Customer may sell, assign or transfer all or a portion of its rights under its Service Agreement, but only to another Eligible Customer (the Assignee). The Transmission Customer that sells, assigns or transfers its rights under its Service Agreement is hereafter referred to as the Reseller. Compensation to the Reseller shall not exceed the highest of the following amounts: (i) the original rate paid by the Reseller, (ii) the Transmission Provider's maximum rate on file at the time of the assignment, or (iii) the Reseller's opportunity cost. If the Assignee does not request any change in the Points of Receipt or Delivery, or a change in any other term or condition set forth in the original Service Agreement, the Assignee shall receive the same services as did the Reseller and the priority of service for the Assignee shall be the same as that of the Reseller. A Reseller shall notify the Transmission Provider as soon as possible of any assignment or transfer of service but

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

in any event, notice must be given before service is provided to the Assignee. The Assignee shall be subject to all terms and conditions contained herein. If the Assignee requests a change in service, the reservation priority of service shall be determined by the Transmission Provider pursuant to Section 13.2.

23.2 Limitations on Assignment or Transfer of Service: If the Assignee requests a change in the Point(s) of Receipt or Delivery, or a change in any other specifications set forth in the original Service Agreement, the Transmission Provider will consent to such change subject to the provisions herein, provided that the change will not impair the operation and reliability of the Transmission System, generating stations or distribution systems in the Transmission Provider's Control Area. The Assignee shall compensate the Transmission Provider for conducting any System Impact Study needed to assess the capability of the Transmission System to accommodate the proposed change and any additional costs payable by the customer resulting from such change. The Reseller shall remain liable for the performance of all obligations under the Service Agreement, except as specifically agreed to by the Parties through an amendment to the Service Agreement.

23.3 Information on Assignment or Transfer of Service: In accordance with Section 4, Resellers may use the

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Transmission Provider's OASIS site to post transmission capacity available for resale.

24 Metering and Power Factor Correction at Point(s) of Receipt and Delivery

24.1 Transmission Customer Obligations: Unless otherwise agreed pursuant to the principles set forth in Attachment J herein, the Transmission Customer shall be responsible for installing and maintaining compatible metering equipment to accurately account for the capacity and energy being transmitted under Part II herein and to communicate the information to the Transmission Provider. Such metering equipment shall remain the property of the Transmission Customer. Notwithstanding the foregoing, for security reasons, when access to the Transmission Provider's system is required for installation or maintenance of such equipment or for any other reason, such installation, maintenance or access shall be made by the Transmission Provider only, at the Transmission Customer's expense. Furthermore, the Transmission Provider may offer to the Transmission Customer full metering services when metering equipment must be installed on the Transmission Provider's system.

24.2 Transmission Provider Access to Metering Data: The Transmission Provider shall have access to metering data that may reasonably be required to facilitate measurements and billing under the Service Agreement.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

24.3 Power Factor: Unless otherwise agreed, the Transmission Customer is required to maintain a power factor within the same range as the Transmission Provider pursuant to Good Utility Practices. The power factor requirements are specified in the Service Agreement or, where appropriate, the Connection Agreement.

25 Compensation for Transmission Service

Rates for Firm and Non-Firm Point-to-Point Transmission Service are provided in the Schedules appended hereto: Firm Point-to-Point Transmission Service (Schedule 9) and Non-Firm Point-to-Point Transmission Service (Schedule 10). The Generator and Distributor shall be subject to the provisions of Part II herein when making Third-Party Sales. The Transmission Provider shall account for use of the Transmission System at the rates set forth herein, pursuant to the provisions of Section 8.

26 Stranded Cost Recovery

The Transmission Provider may seek to recover stranded costs from Transmission Customers in accordance with the conditions set forth by the Régie. However, the Transmission Provider shall separately file to the Régie any specific proposal related to stranded costs.

27 Compensation for Network Upgrade and Redispatch Costs

Whenever a System Impact Study conducted by the Transmission Provider in connection with providing Firm Point-to-Point Transmission Service identifies the need for Network Upgrades, the Transmission Customer confirming its request to complete the

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

project shall be responsible for providing the financial security requested by the Transmission Provider and paying the associated costs pursuant to Attachment J herein. Whenever a System Impact Study conducted by the Transmission Provider identifies capacity constraints that may be relieved more economically by redispatching resources within the Transmission Provider's Control Area than by Network Upgrades to eliminate such constraints, the Transmission Customer confirming its request to complete the project shall be responsible for paying the redispatch costs pursuant to the provisions herein. The estimated costs for Network Upgrades to be billed to the Transmission Customer under the provisions herein shall be specified in the Service Agreement or, where appropriate, in the Connection Agreement, before service starts.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

III. NETWORK INTEGRATION TRANSMISSION SERVICE

Preamble

The Transmission Provider shall provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained herein and in the Service Agreement. Network Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its present and planned Network Resources to serve its Network Load in a manner comparable to that in which the Transmission Provider utilizes its Transmission System to serve Native-Load Customers pursuant to the provisions of Part IV herein. The Network Customer can also use the Network Integration Transmission Service to deliver to its Network Load energy purchases from non-designated resources on an as-available basis without additional costs. Transmission Service for sales to non-designated loads shall be provided pursuant to the applicable terms and conditions of Part II herein.

28 Nature of Network Integration Transmission Service

28.1 Scope of Service: Network Integration Transmission Service is a Transmission Service that allows Network Customers to efficiently and economically utilize their Network Resources (as well as other non-designated resources) to serve their Network Load located in the Transmission Provider's Control Area and any additional load that may be designated pursuant to Section 31.3 herein. The Network Customer taking Network Integration

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Transmission Service shall obtain or provide Ancillary Services pursuant to Section 3.

28.2 Transmission Provider Responsibilities: The Transmission Provider shall plan, construct, operate and maintain its Transmission System in accordance with Good Utility Practice in order to provide the Network Customer with Network Integration Transmission Service over the Transmission Provider's system. The Transmission Provider shall include the Network Customer's Network Load in its Transmission System planning and shall, consistent with Good Utility Practice, endeavor to construct and commission sufficient transmission capacity to deliver the Network Customer's Network Resources to serve its Network Load in a manner comparable to that in which the Transmission Provider delivers resources to Native-Load Customers.

28.3 Network Integration Transmission Service: The Transmission Provider shall provide Firm Transmission Service over its Transmission System to the Network Customer for the delivery of capacity and energy from Network Resources designated by the customer to serve the customer’s Network Loads in a manner comparable to the Transmission Provider's use of the Transmission System to reliably serve Native-Load Customers.

28.4 Secondary Service: The Network Customer may use the Transmission Provider's Transmission System to deliver

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

energy to its Network Loads from resources that have not been designated as Network Resources. Such energy shall be transmitted, on an as-available basis, at no additional charge. Deliveries from resources other than Network Resources shall have a higher priority than any Non-Firm Point-to-Point Transmission Service under Part II herein.

28.5 Transmission Losses: Transmission losses are associated with all Transmission Services. The Transmission Provider is not obligated to provide transmission losses. The Network Customer is responsible for replacing losses associated with Transmission Service as calculated by the Transmission Provider. The applicable transmission loss factors are as follows: a rate of 5.2% of the maximum hourly flow as measured at the Point(s) of Delivery.

28.6 Restrictions on Use of Service: The Network Customer shall not use Network Integration Transmission Service to (i) sell capacity and energy to non-designated loads, or (ii) directly or indirectly provide Transmission Service to third parties. All Network Customers taking Network Integration Transmission Service shall use Point-to-Point Transmission Service under Part II herein for any Third-Party Sale which requires use of the Transmission Provider's Transmission System.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

29 Initiating Service

29.1 Conditions Precedent to Receiving Service: Subject to the terms and conditions of Part III herein, the Transmission Provider shall provide Network Integration Transmission Service to any Eligible Customer, provided that (i) the Eligible Customer completes an Application for service as provided under Part III herein, (ii) the Eligible Customer and the Transmission Provider complete the technical arrangements set forth in Sections 29.3 and 29.4, and (iii) the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Part III herein.

29.2 Application Procedures: An Eligible Customer requesting service under Part III herein shall submit an Application, with a deposit approximating the charge for one month of service, to the Transmission Provider as far as possible in advance of the month in which service is to commence. Unless subject to the procedures in Section 2, Completed Applications for Network Integration Transmission Service shall be assigned a priority according to the date and time the Application is received, with the earliest Application receiving the highest priority. Applications shall be submitted by entering the information listed below on the Transmission Provider's OASIS site. This method shall provide a time-stamped record for establishing the priority of the Application.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

A Completed Application shall provide all of the information included in Régie decisions, orders and regulations including but not limited to the following:

(i) The identity, address, telephone number and fax number of the Party requesting service;

(ii) A statement that the Party requesting service is, or will be upon commencement of service, an Eligible Customer under the provisions herein;

(iii) A description of Network Load at each Point of Delivery. This description shall separately identify and provide the Eligible Customer's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each Transmission Provider substation at the same transmission voltage level. The description shall include a ten- (10-) year forecast of summer and winter load and resource requirements beginning with the first year after service is to commence;

(iv) The amount and location of any interruptible loads included in the Network Load. This shall include the summer and winter capacity requirements for each interruptible load (as if such load were not interruptible), that portion of the load subject to Interruption, the conditions under which an Interruption can be implemented and any limitations on the amount and frequency of Interruptions. An Eligible Customer shall identify the amount of interruptible customer load (if any) included in the 10-year load forecast provided in response to (iii) above;

(v) A description of Network Resources (present and 10-year projection), which shall include, for each Network Resource:

- The size of the unit and capacity from that unit to be designated as a Network Resource,

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

as well as any generating station that may supply a Network Resource
- VAR capability (both leading and lagging) of all generators
- Operating restrictions
  - Any periods of restricted operation throughout the year
  - Maintenance schedules
  - Minimum loading level of the unit
  - Normal operating level of the unit
  - Any must-run unit designations required for system reliability or contract reasons
- The list of management measures for redispatch
- Arrangements governing Third-Party Sales and deliveries of capacity from generating facilities located in the Transmission Provider's Control Area, where only a portion of the unit's output is designated as a Network Resource
- Description of the purchased power designated as a Network Resource, including source of supply, Control Area location, transmission arrangements and Point(s) of Receipt on the Transmission Provider's Transmission System;

(vi) Description of the Eligible Customer's Transmission System:
- Power flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices and load type, including normal and emergency ratings of all transmission equipment in a power flow format compatible with that used by the Transmission Provider
- Operating restrictions needed for reliability
- Operating guides employed by system operators
- Contractual restrictions or committed uses of the Eligible Customer's Transmission

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

System, other than the Eligible Customer's Network Loads and Resources
- Location of Network Resources described in (v) above
- 10-year projection of Network Upgrades
- Transmission System maps that include any proposed Network Upgrades
- Thermal ratings of interconnections between the Eligible Customer's Control Area and other Control Areas; and

(vii) Service Commencement Date and term of the requested Network Integration Transmission Service. The minimum term for Network Integration Transmission Service is one year.

Unless the Parties agree to a different time frame, the Transmission Provider shall acknowledge the Application within ten (10) days of receipt. The acknowledgement shall include a date by which a response, including a Service Agreement, will be sent to the Eligible Customer. If an Application fails to meet the requirements of this Section, the Transmission Provider shall notify the Eligible Customer requesting service within fifteen (15) days of receipt and specify the reasons for such failure. Wherever possible, the Transmission Provider shall attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application without prejudice to the Eligible Customer submitting a new or revised Application that fully complies with the requirements of this Section. The Eligible Customer shall be

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

assigned a new priority consistent with the date of the new or revised Application. The Transmission Provider shall treat this information in accordance with the *Transmission Provider Code of Conduct*.

29.3 Technical Arrangements to be Completed Prior to Commencement of Service: Network Integration Transmission Service shall not commence until the Transmission Provider and the Network Customer, or a third party, have completed installation of all equipment specified under the Network Operating Agreement consistent with Good Utility Practice and under any additional requirements reasonably and consistently imposed to ensure reliable operation of the Transmission System. The Transmission Provider shall exercise reasonable efforts, in coordination with the Network Customer, to complete all such arrangements as soon as practicable taking into consideration the Service Commencement Date.

29.4 Network Customer Facilities: The provision of Network Integration Transmission Service shall be contingent upon the Network Customer's constructing, maintaining and operating the facilities on its side of each Point of Delivery or interconnection necessary to reliably deliver capacity and energy from the Transmission Provider's Transmission System to the Network Customer. The Network Customer shall be solely responsible for constructing or installing all facilities on the

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Network Customer's side of each such Point of Delivery or interconnection. Furthermore, the Network Customer shall comply with the Transmission Provider’s technical requirements, and with allowable emission limits for disturbances on the Transmission System, whether its loads or its generation be directly connected to the Hydro-Québec transmission or distribution system, or in its own high-voltage substations. The Network Customer shall also ensure that the load imbalance served by satellite substations complies with allowable emission limits on the system.

29.5 Filing of Service Agreements: The Transmission Provider shall file with the Régie Service Agreements containing the information required herein, no later than thirty (30) days after their execution.

30 Network Resources

30.1 Designation of Network Resources: Network Resources shall include all generation owned or purchased by the Network Customer and designated to serve Network Load under the provisions herein. Network Resources cannot include resources, or any portion thereof, that are committed for sale to non-designated third-party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis. Any owned or purchased resources that were serving the Network Customer's loads under firm agreements entered into on or before the Service Commencement Date shall

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

initially be designated as Network Resources until the Network Customer modifies the designation of such resources.

30.2 Designation of New Network Resources: The Network Customer may designate a new Network Resource, providing the Transmission Provider with as much advance notice as practicable. A designation of a new Network Resource shall be made by a request for modification of service pursuant to an Application under Section 29.

30.3 Termination of Network Resources: The Network Customer may terminate at any time the designation of all or part of a generating resource as a Network Resource but shall so notify the Transmission Provider as soon as reasonably practicable.

30.4 Operation of Network Resources: The Network Customer shall not operate its designated Network Resources located in the Network Customer's or Transmission Provider's Control Area such that the output of those facilities exceeds its designated Network Load plus losses.

30.5 Network Customer Redispatch Obligation: As a condition to receiving Network Integration Transmission Service, the Network Customer agrees to redispatch its Network Resources if so requested by the Transmission Provider pursuant to Section 33.2. To the extent practicable, the redispatch of resources pursuant to this

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Section shall be on a least-cost, non-discriminatory basis between all Network Customers, Firm Point-to-Point Service Customers and Native-Load Customers.

30.6 Transmission Arrangements for Network Resources with No Physical Connection to the Transmission Provider's System: The Network Customer shall be responsible for any arrangements needed to deliver capacity and energy from a Network Resource not physically connected with the Transmission Provider's system. The Transmission Provider shall undertake reasonable efforts to assist the Network Customer in obtaining such arrangements, including the provision of any information or data required by the other entity pursuant to Good Utility Practice.

30.7 Limitation on Designation of Network Resources: The Network Customer shall demonstrate that it owns or has committed to purchase generation pursuant to an executed contract in order to designate a generating resource as a Network Resource. Alternatively, the Network Customer may establish that execution of a contract is contingent upon the availability of Transmission Service under Part III herein.

30.8 Use of Interface Capacity by the Network Customer: There is no limitation upon a Network Customer's use of the Transmission Provider's system at any particular interface to integrate the Network Customer's Network Resources (or substitute economy purchases) with its

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Network Loads. However, a Network Customer's use of the Transmission Provider's total interface capacity with other Transmission Systems may not exceed the Network Customer's Load Ratio Share.

30.9 Network Customer Owned Transmission Facilities: The Network Customer that owns existing transmission facilities that are integrated with the Transmission Provider's Transmission System may be eligible to receive consideration either through a billing credit or some other mechanism. In order to receive such consideration, the Network Customer shall demonstrate that its transmission facilities are integrated into the planning and operations of the Transmission Provider to serve all of its power and Transmission Customers. For facilities constructed by the Network Customer subsequent to the Service Commencement Date under Part III herein, the Network Customer shall receive credit where such facilities are jointly planned and installed in coordination with the Transmission Provider. Calculation of the credit shall be addressed in either the Network Customer's Service Agreement or any other agreement between the Parties.

31 Designation of Network Load

31.1 Network Load: The Network Customer shall designate the individual Network Loads on whose behalf the Transmission Provider will provide Network Integration

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Transmission Service. The Network Loads shall be specified in the Service Agreement.

31.2 New Network Loads Connected to the Transmission Provider's System: The Network Customer shall give the Transmission Provider as much advance notice as reasonably practicable of the designation of a new Network Load that will be added to its Transmission System. Designation of a new Network Load shall be made through a modification of service pursuant to a new Application. The Transmission Provider shall use due diligence to make the Network Upgrades required to interconnect a new Network Load designated by the Network Customer. The costs associated with upgrades required to interconnect a new Network Load shall be determined in accordance with the procedures in Section 32.4 and shall be charged to the Network Customer pursuant to the provisions set forth in Attachment J herein.

31.3 Network Load with No Physical Connection to the Transmission Provider's System: This Section applies to both initial designation pursuant to Section 31.1 and the subsequent addition of a new Network Load not physically interconnected with the Transmission Provider's system. To the extent that the Network Customer wishes to obtain Transmission Service for a load outside the Transmission Provider's system, the Network Customer may elect either to (1) include the

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

entire load as Network Load for all purposes under Part III herein and designate Network Resources in connection with such additional Network Load, or (2) exclude that entire load from its Network Load and purchase Point-to-Point Transmission Service under Part II herein. To the extent that the Network Customer gives notice of its intent to add a new Network Load as part of its Network Load pursuant to this Section, the request shall be made through a modification of service pursuant to a new Application.

31.4 New Interconnection Points: To the extent the Network Customer wishes to add a new Point of Delivery or interconnection point between the Transmission Provider's system and a Network Load, the Network Customer shall give the Transmission Provider as much advance notice as reasonably practicable.

31.5 Changes in Service Requests: Under no circumstances shall the Network Customer's decision to cancel or delay a requested change in Network Integration Transmission Service (e.g., the addition of a new Network Resource or designation of a new Network Load) in any way relieve the Network Customer of its obligation to pay the costs of Network Upgrades made by the Transmission Provider and charged to the Network Customer under the Service Agreement pursuant to Attachment J herein. However, the Transmission Provider

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

shall treat any requested change in Network Integration Transmission Service in a non-discriminatory manner.

31.6 Annual Updates of Load and Resource Information: The Network Customer shall provide the Transmission Provider with annual updates of Network Load and Network Resource forecasts consistent with those included in its Application for Network Integration Transmission Service under Part III herein. The Network Customer also shall give the Transmission Provider timely written notice of material changes in any other information provided in its Application relating to its Network Load, Network Resources, Transmission System or other aspects of its facilities or operations affecting the Transmission Provider's ability to provide reliable service.

32 Additional Study Procedures for Network Integration Transmission Service Requests

32.1 Notice of Need for a System Impact Study: After receiving an Application for service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the Transmission Provider's methodology for conducting a System Impact Study is provided in Attachment D. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer as soon as practicable. In such cases, the

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Transmission Provider shall, within thirty (30) days of receipt of a Completed Application, including the technical data needed to conduct the study, submit a System Impact Study Agreement whereby the Eligible Customer shall agree to reimburse the Transmission Provider the costs for conducting the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its Application shall be deemed withdrawn and all deposits made shall be returned with interest.

32.2 System Impact Study Agreement and Cost Reimbursement:

(i) The System Impact Study Agreement shall clearly specify the applicable charge, based on the Transmission Provider's estimate of the actual cost, and the time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In conducting the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer shall not be assessed a charge for such existing studies; however, the Eligible Customer shall be responsible for charges

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

associated with any modifications to existing planning studies that are reasonably necessary in order to assess the impact of the Eligible Customer's service request on the Transmission System.

(ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the service requests, the cost of that study shall be pro-rated among the Eligible Customers.

32.3 System Impact Study Procedures: Upon receipt of an executed System Impact Study Agreement and the required technical data, the Transmission Provider shall use due diligence to complete the System Impact Study within one hundred and twenty (120) days, except for instances where the study requires more time, which shall be specified to the customer. The System Impact Study shall identify any system constraints and redispatch options or Network Upgrades required to provide the requested service. In the event that the Transmission Provider is unable to complete the required System Impact Study within the agreed time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer. The Transmission Provider shall use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider shall inform the Eligible Customer immediately upon completion of the System Impact Study of whether the Transmission System will be adequate to accommodate all or part of the service request, or whether costs are likely to be incurred for Network Upgrades. In order for a request to remain a Completed Application, within forty-five (45) days of receipt of the System Impact Study, the Eligible Customer must execute a Service Agreement or amend a Service Agreement in effect, failing which the Application shall be deemed terminated and withdrawn. Within the aforementioned forty-five (45) days, the Eligible Customer may, however, request that the period be extended up to a maximum of three hundred and sixty-five (365) days if it is unable to meet the deadline of forty-five (45) days due to delays in obtaining a government approval needed to complete its project and if it has demonstrated in writing to the Transmission Provider that it has taken all reasonable steps needed to obtain such approval. The extension so obtained shall be taken into account in establishing the planned service date.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

32.4 Facilities Study Procedures: If a System Impact Study indicates that Network Upgrades are needed to accommodate the Eligible Customer's service request and the Transmission Provider has established that it is necessary to conduct a Facilities Study, the Transmission Provider, after receipt of a written request from the customer within the maximum three hundred and sixty-five (365) days for receipt of the System Impact Study, shall submit to the Eligible Customer a Facilities Study Agreement under which the Eligible Customer shall agree to reimburse the Transmission Provider for the cost of conducting the Facilities Study pursuant to the Transmission Provider Policy on Network Upgrades found in Attachment J herein. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its Application shall be deemed withdrawn and all deposits made shall be returned with interest. Upon receipt of an executed Facilities Study Agreement, the Transmission Provider shall use due diligence to complete the Facilities Study within the time allotted. If the Transmission Provider is unable to complete the Facilities Study in the allotted time, the Transmission Provider shall notify the Eligible

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study shall include a good faith estimate of (i) the Eligible Customer's appropriate share of the cost of any required Network Upgrades which the Eligible Customer must reimburse to the Transmission Provider pursuant to the principles set forth in Attachment J herein, and (ii) the time required to complete such construction and initiate the requested service. The Eligible Customer has thirty (30) days following receipt of the Facilities Study to execute a Service Agreement or to amend the Service Agreement in effect. The Eligible Customer shall provide the Transmission Provider with a letter of credit or other reasonable form of security acceptable to the Transmission Provider equivalent to the cost of Network Upgrades consistent with commercial practices as established under the law of Québec, failing which the request shall no longer be a Completed Application and shall be deemed terminated and withdrawn. Within the aforementioned thirty (30) days, the Eligible Customer may, however, request that the period be extended up to a maximum of one hundred and eighty (180) days if it is unable to meet the deadline of thirty (30) days due to delays in obtaining a government approval needed to

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

complete its project and if it has demonstrated in writing to the Transmission Provider that it has taken all reasonable steps needed to obtain such approval. The extension so obtained shall be taken into account in establishing the planned service date.

33 Load Shedding and Curtailments

33.1 Procedures: Prior to the Service Commencement Date, the Transmission Provider and the Network Customer shall establish Load Shedding and Curtailment procedures pursuant to the Network Operating Agreement with the objective of responding to contingencies on the Transmission System. The Parties shall implement such programs during any period when the Transmission Provider determines that a system contingency exists and such procedures are necessary to alleviate the contingency. The Transmission Provider shall notify all affected Network Customers in a timely manner of any scheduled Curtailment.

33.2 Transmission Constraints: During any period when the Transmission Provider determines that a transmission constraint exists on the Transmission System, and such constraint may impair the reliability of the Transmission Provider's system, the Transmission Provider shall take whatever actions, consistent with Good Utility Practice, are reasonably necessary to maintain the reliability of its system. To the extent the Transmission Provider determines that the

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

reliability of the Transmission System can be maintained by redispatching resources, the Transmission Provider shall initiate procedures pursuant to the Network Operating Agreement to redispatch all Network Resources on a least-cost basis without regard to the ownership of such resources. Any redispatch under this Section may not unduly discriminate between the Transmission Provider's use of the Transmission System on behalf of Native-Load Customers and Firm Point-to-Point Transmission Service Customers, and any Network Customer's use of the Transmission System to serve its designated Network Load.

33.3 Cost Responsibility for Relieving Transmission Constraints: Whenever the Transmission Provider implements least-cost redispatch procedures in response to a transmission constraint, Firm Point-to-Point Transmission Service Customers, the Distributor for Native-Load Customers and Network Customers shall all bear a proportionate share of the total redispatch cost.

33.4 Curtailments of Scheduled Deliveries: If a transmission constraint on the Transmission Provider's Transmission System cannot be relieved through the implementation of least-cost redispatch procedures and the Transmission Provider deems it necessary to curtail scheduled deliveries, the Parties shall curtail such schedules in accordance with the Network Operating Agreement.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

33.5 Allocation of Curtailments: The Transmission Provider shall, on a non-discriminatory basis, curtail the transactions that effectively relieve the constraint. However, to the extent practicable and consistent with Good Utility Practice, any Curtailment shall be proportionally shared among Firm Point-to-Point Transmission Service Customers, Native-Load Customers and the Network Customer. The Transmission Provider shall not direct the Network Customer to curtail schedules to an extent greater than Point-to-Point Firm Transmission Service Customers and Native-Load Customers would curtail their own schedules under similar circumstances.

33.6 Load Shedding: To the extent that a system contingency exists on the Transmission Provider's Transmission System and the Transmission Provider determines that it is necessary for Firm Point-to-Point Transmission Service Customers, Native-Load Customers and the Network Customer to shed load, the Parties shall shed load in accordance with previously established procedures under the Network Operating Agreement.

33.7 System Reliability: Notwithstanding any other provisions herein, the Transmission Provider reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to curtail Network Integration Transmission Service without liability on the Transmission Provider's part for the purpose of

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

making necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where the continuance of Network Integration Transmission Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on the Transmission Provider's system or on any other system(s) directly or indirectly interconnected with the Transmission Provider's system, the Transmission Provider, consistent with Good Utility Practice, may also curtail Network Integration Transmission Service in order to (i) limit the extent of or damage by the adverse condition(s) or disturbance(s), (ii) prevent damage to generating or transmission facilities, or (iii) expedite restoration of service. The Transmission Provider shall give the Network Customer as much advance notice as is practicable in the event of such Curtailment. Any Curtailment of Network Integration Transmission Service shall be not unduly discriminatory relative to the Transmission Provider's use of the Transmission System on behalf of Native-Load Customers. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that the Network Customer should fail to comply with established Load Shedding and Curtailment procedures.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

34 Rates and Charges

The Network Customer shall pay the Transmission Provider any Network Upgrade and Ancillary Service charges, and applicable study costs, under the Régie's conditions, along with the charges below.

34.1 Monthly Demand Charge: The Network Customer shall pay a monthly demand charge, which shall be determined by multiplying its Load Ratio Share times one-twelfth (1/12) of the Transmission Provider's annual transmission revenue requirement specified in Attachment H herein. A new Network Customer shall pay the monthly demand charge commencing on the first day of the month during which Network Integration Transmission Service is initiated.

34.2 Determination of the Network Customer's Annual Load: The Network Customer's annual load corresponds to the projected annual peak demand of that Network Customer over the calendar year during which Network Integration Transmission Service is provided.

34.3 Determination of Transmission Provider's Annual Transmission System Load: The Transmission Provider's Annual Transmission System Load corresponds to the projected annual peak demand for the Native Load plus the sum of the projected annual peak demand for each of the Network Customers.

34.4 Redispatch Charge: The Network Customer shall pay a Load Ratio Share of any redispatch costs allocated

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

between the Network Customer and the Distributor pursuant to Section 33. To the extent that the Transmission Provider incurs an obligation to the Network Customer for redispatch costs in accordance with Section 33, such amounts shall be credited against the Network Customer's bill for the applicable month.

34.5 Stranded Cost Recovery: The Transmission Provider may seek to recover stranded costs from the Network Customer in accordance with the conditions set forth by the Régie. However, the Transmission Provider shall separately file to the Régie any proposal to recover stranded costs.

35 Operating Agreements

35.1 Operation under the Network Operating Agreement: The Network Customer shall plan, construct, operate and maintain its facilities in accordance with Good Utility Practice and in conformance with the Network Operating Agreement.

35.2 Network Operating Agreement: The terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Part III herein shall be specified in the Network Operating Agreement. The Network Operating Agreement shall provide for the Parties to (i) operate and maintain equipment necessary for integrating the Network Customer within the Transmission Provider's Transmission System (including,

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

but not limited to remote terminal units, metering, communications and relaying equipment), (ii) transfer data between the Parties (including but not limited to heat rates and operational characteristics of Network Resources, generation schedules for units outside the Transmission Provider's Transmission System, interchange schedules, unit outputs for redispatch required under Section 33, voltage schedules, loss factors and other real-time data), (iii) use software required for data links and constraint dispatching, (iv) exchange data on forecasted loads and resources necessary for long-term planning, and (v) address any other technical and operational matters required for implementation of Part III herein, including scheduling protocols. The Network Operating Agreement shall recognize that the Network Customer shall either (i) operate a Control Area under applicable guidelines of the North American Electric Reliability Council (NERC) and the Northeast Power Coordinating Council (NPCC), or (ii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with the Transmission Provider, or (iii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with another entity, consistent with Good Utility Practice, which satisfies NERC and the NPCC requirements. The Transmission Provider shall not unreasonably refuse to

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

accept contractual arrangements with another entity for Ancillary Services. The Network Operating Agreement is included in Attachment G.

35.3 Network Operating Committee: A Network Operating Committee (Committee) shall be established to coordinate operating criteria for the Parties' respective responsibilities under the Network Operating Agreement. Each Network Customer shall be entitled to have at least one representative on the Committee. The Committee shall meet from time to time as need requires, but no less than once each calendar year.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

IV. NATIVE-LOAD TRANSMISSION SERVICE

Preamble

The Transmission Provider shall provide Transmission Service to supply the Distributor's Native Load pursuant to the applicable terms and conditions herein. Native-Load Transmission Service allows the Distributor to integrate, economically dispatch, and regulate its present and planned resources in order to supply its Native Load pursuant to the provisions of Part IV herein. The Distributor may also use Native-Load Transmission Service to deliver to its Native Load energy purchases from non-designated resources on an as-available basis without additional charge. Transmission Service for sales to non-designated loads shall be provided pursuant to the applicable terms and conditions of Part II herein.

36 Nature of Native-Load Transmission Service

36.1 Scope of Service: Native-Load Transmission Service is a Transmission Service that allows the Distributor to efficiently and economically utilize its resources (as well as other non-designated resources) to supply its Native Load and any additional load that may be designated pursuant to Section 39.3 herein. The Distributor shall provide, or have provided by its Delivering Parties, the Ancillary Services required for the secure and reliable supply of the Native Load and listed in Schedule 9 herein.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

36.2 Transmission Provider Responsibilities: The Transmission Provider shall plan, construct, operate and maintain its Transmission System, and control power flows in its Control Area in accordance with Good Utility Practice in order to provide Transmission Service for the delivery of capacity and energy from Distributor Resources to supply the loads of Native-Load Customers over the Transmission Provider's system. The Distributor shall designate available resources, under the Transmission Provider's control, to supply its Native Load. The Transmission Provider shall include the Distributor's Native Load in its Transmission System planning and shall, consistent with Good Utility Practice, endeavor to construct and commission sufficient transmission capacity to deliver Distributor Resources in a manner that reliably supplies Native-Load Customers.

36.3 Secondary Service: The Distributor may use the Transmission Provider's Transmission System to deliver energy to its loads from resources that have not been designated as Distributor Resources. Such energy shall be transmitted, on an as-available basis, at no additional charge. Deliveries from resources other than designated resources shall have a higher priority than any Non-Firm Point-to-Point Transmission Service under Part II herein.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

36.4 Transmission Losses: Transmission losses are associated with all Transmission Services. The Transmission Provider is not obligated to provide transmission losses. The Distributor is responsible for providing at all times the actual losses associated with the Transmission Service provided to it over the Transmission Provider's system.

36.5 Restrictions on Use of Service: The Distributor shall not use Native-Load Transmission Service to (i) sell capacity and energy to non-designated loads, or (ii) directly or indirectly provide Transmission Service to third parties. The Distributor shall use Point-to-Point Transmission Service under Part II herein for any Third-Party Sale which requires use of the Transmission Provider's Transmission System.

37 Conditions Precedent to Receiving Service from the Transmission Provider

37.1 Information Required Annually from the Distributor: The Distributor shall provide, or have provided, on an annual basis all of the information stipulated in Régie decisions, orders and regulations including but not limited to the following:

(i) A description of load at each Point of Delivery. This description shall separately identify and provide the Distributor's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each Transmission Provider substation at the same transmission voltage level. The description shall

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

include a ten- (10-) year forecast of the load and resources needed at the coincident and non-coincident peak in summer and winter;

(ii) The amount and location of any interruptible loads included in the Native Load. This shall include the summer and winter capacity requirements for each interruptible load (as if such load were not interruptible), that portion of the load subject to Interruption, the conditions under which an Interruption can be implemented and any limitations on the amount and frequency of Interruptions. The Distributor shall identify the amount of interruptible customer load (if any) included in the 10-year load forecast provided in response to (i) above;

(iii) A description of Distributor Resources (present and 10-year projection), which shall include, for each resource:

- The size of the unit and capacity from that unit to be designated as Distributor Resource, including generating stations used to deliver heritage pool electricity and those used to supply any other Distributor Resource located in the Transmission Provider's Control Area
- VAR capability (both leading and lagging) of all generators
- Operating restrictions:
  - Any periods of restricted operation throughout the year
  - Maintenance schedules
  - Minimum loading level of the unit
  - Normal operating level of the unit
  - Any must-run unit designations required for system reliability or contract reasons
- The list of management measures for redispatch
- Description of the purchased power designated as a Distributor Resource, including source of supply, Control Area location, transmission arrangements and

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

Point(s) of Receipt on the Transmission Provider's Transmission System;

(iv) Planned use for each of the interconnections between the Transmission Provider's system and neighboring systems (present and 10-year projection), in MW and MWh for on-peak and off-peak periods for each year.

37.2 Distributor Facilities: The provision of Native-Load Transmission Service shall be contingent upon the Distributor constructing, maintaining and operating the facilities on its distribution system needed to reliably deliver capacity and energy from the Transmission Provider's system to the Distributor's system. The Distributor has sole responsibility for constructing and installing all facilities located on its system. However, when appropriate to do so, the Transmission Provider and Distributor shall jointly plan upgrades to their respective systems in order to minimize costs, subject to applicable technical arrangements.

The Distributor shall ensure that Native-Load Customers comply with the requirements for connection to the Transmission Provider's system and with allowable emission limits for disturbances on the Transmission System. The Distributor also shall ensure that the load imbalance served by satellite substations complies with allowable emission limits on the system.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

38 Distributor Resources

38.1 Designation of Distributor Resources: Distributor Resources shall include all generation purchased by the Distributor and designated to supply Native Load under the provisions herein. Distributor Resources cannot include resources, or any portion thereof, that are committed for sale to third-party load other than the Native Load or otherwise cannot be called upon to supply the Distributor's Native Load on a non-interruptible basis. Generating stations able to supply the Distributor’s Native Load in date of January 1, 2001 shall be included in Distributor Resources until such time as written notice to the contrary is given by the Distributor to the Transmission Provider.

38.2 Designation of New Distributor Resources: The Distributor may designate a new resource, giving the Transmission Provider written notice as much in advance as practicable. A Connection Agreement entered into by the Transmission Provider and the owner of a new designated resource or a new generating station able to supply a resource designated by the Distributor is required before the Transmission Provider may proceed with the Network Upgrades required to integrate such new resource.

38.3 Termination of Distributor Resources: The Distributor may terminate at any time the designation of all or

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

part of a resource but shall so notify the Transmission Provider in writing as soon as reasonably practicable.

38.4 Changes in Service Requests: The Distributor's decision to cancel, delay or materially modify a requested change in Transmission Service in order to add a new resource shall under no circumstances relieve in any way the Distributor, or its power supplier, of its obligation to pay the costs of Network Upgrades made by the Transmission Provider pursuant to Attachment J herein.

38.5 Operation of Distributor Resources: The Distributor shall not operate its designated resources located in the Transmission Provider's Control Area such that the output of those facilities exceeds its designated Native Load plus losses unless the Distributor has to this effect entered into a Service Agreement with the Transmission Provider for Point-to-Point Transmission Service under Part II herein.

38.6 Distributor Redispatch Obligation: The Distributor agrees that the Transmission Provider redispatch its resources if so required pursuant to Section 41.2. To the extent practicable, the redispatch of resources pursuant to this Section shall be on a least-cost, non-discriminatory basis between all Network Customers, Firm Point-to-Point Service Customers and Native-Load Customers.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

38.7 Transmission Arrangements for Resources with No Physical Connection to the Transmission Provider's System: The Distributor shall be responsible for any arrangements necessary to deliver capacity and energy from a resource not physically connected to the Transmission Provider's system. The Transmission Provider shall undertake reasonable efforts to assist the Distributor in obtaining such arrangements, including the provision of any information or data required by the other entity pursuant to Good Utility Practice. Furthermore, when appropriate, the Transmission Provider may reserve transmission capacity or lease transmission equipment on a third-party system and include the cost in its service cost, if that is an economical and technically acceptable solution, in order to take delivery of power to supply the Distributor's Native Load.

38.8 Limitation on Designation of Resources: The Distributor shall obtain all necessary resources to supply electricity to its Native Load and so inform the Transmission Provider. For any new supply obtained through a call for tenders or otherwise, the Distributor shall ensure that Transmission Service is available pursuant to the provisions of Part IV herein.

39 Designation of Native Load

39.1 Native Load: The Distributor shall designate annually the individual loads comprising its Native Load on

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

whose behalf the Transmission Provider will provide Transmission Service. The Distributor shall provide annually to the Transmission Provider, at a date agreed upon by both Parties, an annual description of the load at each Point of Delivery. This description shall separately identify and provide the Distributor's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each Transmission Provider substation at the same transmission voltage level. The description shall include a ten- (10-) year forecast of the coincident load by satellite substation and by region, and the forecasted resources required to supply the coincident peak in winter and summer. The description shall also include the nature of the load, and both active and reactive power for each satellite substation and for each load of 25 MW or greater connected to the Transmission System.

39.2 New Loads Connected to the Transmission Provider's System: The Distributor shall give the Transmission Provider written notice as much in advance as reasonably practicable of the designation of a new load that will be added to its Transmission System. In such notice, the Distributor shall state the maximum capacity to be transmitted over the system to supply this new load. The Transmission Provider shall use due diligence to make the Network Upgrades required to

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

integrate the new load designated by the Distributor. When the Transmission Provider and the Distributor have jointly determined the need to add a new satellite substation or a new line to supply the Distributor's Native Load, or to modify an existing substation or line, this shall serve in lieu of advanced notice and shall constitute a service request by the Distributor. The costs associated with upgrades to the Transmission System required to accommodate a new Distributor load shall be reimbursed to the Transmission Provider by the Distributor pursuant to the principles set forth in Attachment J herein.

39.3 Load with No Physical Connection to the Transmission Provider's System: This Section applies to the subsequent addition of a new load not physically connected to the Transmission Provider's system. To the extent that the Distributor wishes to obtain Transmission Service for a load outside the Transmission Provider's system, the Distributor can elect to include the entire load as Native Load for all purposes under Part IV herein and designate resources in connection with such additional load. Should the Distributor give notice of its intent to add a new load as part of its Native Load under this Section, such notice shall constitute an Application for additional service by the Distributor pursuant to Part IV herein. When appropriate, the Transmission Provider may reserve

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

transmission capacity or lease transmission equipment on a third-party system and include the cost in its service cost, if that is an economical and technically acceptable solution, in order to supply electricity to the Distributor's Native Load.

39.4 Annual Updates of Load and Resource Information: The Distributor shall provide the Transmission Provider with annual updates of Native Load and resource forecasts pursuant to Sections 37 and 39 herein. The Distributor shall also give the Transmission Provider timely written notice of material changes to any other previously provided information relating to its Native Load, its resources, or other aspects of its facilities or operations affecting the Transmission Provider's ability to provide reliable service.

40 Additional Study Procedures for Native-Load Transmission Service Requests

40.1 Notice of Need for a System Impact Study: After receiving a written Application from the Distributor, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the Transmission Provider's methodology for conducting a System Impact Study is provided in Attachment D. If the Transmission Provider determines that a System Impact Study is necessary to provide the requested service, it shall so inform the Distributor as soon as practicable.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Except for Distributor requirements arising from growth in the Native Load, for which the Distributor annually submits its forecasts to the Transmission Provider pursuant to Subsection 37.1 i) herein, the Distributor shall submit a request for a System Impact Study for all other requirements, notably for supplying new specific industrial loads, supplying new loads not physically connected to the Transmission Provider's system, connecting new Distributor Resources and having the Transmission Provider conduct strategic and orientation studies required by the Distributor.

40.2 Costs of Impact Studies for Supplying the Native Load: The Transmission Provider shall maintain separate accounting, pursuant to Section 8.2 herein, for all impact studies conducted at the Distributor's request. No costs shall be charged to the Distributor for conducting impact studies needed to supply the Native Load. No fees shall be charged to the Transmission Provider by the Distributor when the Distributor's services are required to help complete an impact study requested of the Transmission Provider and such costs are not reimbursed.

40.3 System Impact Study Procedures: Once the Transmission Provider has determined the need for a System Impact Study, it shall use due diligence to complete such System Impact Study within a reasonable time. The System Impact Study shall identify any system

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

constraints and redispatch options or Network Upgrades required to provide the required service. In the event that the Transmission Provider is unable to complete the required System Impact Study within the allotted time, it shall so notify the Distributor and provide an estimated completion date. A copy of the completed System Impact Study and related work papers shall be made available to Distributor. The Transmission Provider shall use the same due diligence in completing the System Impact Study for the Distributor as it uses when completing studies for itself. The Transmission Provider shall notify the Distributor immediately upon completion of the System Impact Study whether the Transmission System will be adequate to accommodate all or part of a service request, or whether costs are likely to be incurred for Network Upgrades. Within forty-five (45) days of completion of the System Impact Study, the Distributor shall provide written confirmation to the Transmission Provider that it maintains the service request addressed by the impact study in order that the Transmission Provider as early as practicable may commence the required Network Upgrades.

40.4 Completion of Network Upgrades: If a System Impact Study indicates that Network Upgrades are needed to accommodate the Distributor's service request, the Transmission Provider shall proceed with the required

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Network Upgrades in a reasonable time after receiving from the Distributor a written request whereby the latter agrees to reimburse the Transmission Provider for the Network Upgrades pursuant to the principles set forth in Attachment J herein. Immediately upon receiving the Distributor's written request, the Transmission Provider shall use due diligence to begin timely implementation of the agreed Network Upgrades in order to accommodate the Distributor's requirements.

40.5 Distributor Calls for Tenders for the Purchase of Electricity: At the Distributor's request, the Transmission Provider shall conduct studies required by the Distributor, following methodology agreed upon with the latter, to evaluate the costs and time for completing Network Upgrades required to integrate new resources to supply the Distributor's Native Load. If upgrades to the Transmission Provider's system are then required, the Distributor shall reimburse the Transmission Provider for the actual cost of such Network Upgrades pursuant to the principles set forth in Attachment J herein. The capacity required to complete Distributor calls for tenders is entered in the sequence of System Impact Studies following the procedure set forth in Section 12A.3.

41 Load Shedding and Curtailments

41.1 Procedures: The Transmission Provider and Distributor shall establish Load-Shedding and Curtailment

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

procedures pursuant to the Network Operating Agreement with the objective of responding to contingencies on the Transmission System. The Parties shall implement such programs during any period when the Transmission Provider determines that a system contingency exists and such procedures are necessary to alleviate the contingency. The Transmission Provider shall notify in a timely manner all other customers that are affected by scheduled Curtailments pursuant to Parts II and III herein.

41.2 Transmission Constraints: During any period when the Transmission Provider determines that a transmission constraint exists on the Transmission System, and such constraint may impair the reliability of the Transmission Provider's system, the Transmission Provider shall take whatever actions, consistent with Good Utility Practice, are reasonably necessary to maintain the reliability of its system. To the extent the Transmission Provider determines that the reliability of the Transmission System can be maintained by redispatching resources, the Transmission Provider shall initiate procedures pursuant to the Network Operating Agreement to redispatch all resources on a least-cost basis without regard to the ownership of such resources. For all designated and non-designated resources supplying Distributor loads, the Distributor shall submit to the Transmission Provider,

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

and update on an ongoing as-needed basis, the order of priority in which Distributor Resources shall be affected by the measures implemented by the Transmission Provider to relieve a constraint on the Transmission System.

41.3 Cost Responsibility for Relieving Transmission Constraints: Whenever the Transmission Provider implements least-cost redispatch procedures in response to a transmission constraint, Firm Point-to-Point Transmission Service Customers, Network Customers and the Distributor for Native-Load Customers shall all bear a proportionate share of the total redispatch cost based on their respective transactions affected by redispatch.

41.4 Curtailments of Scheduled Deliveries: If a transmission constraint on the Transmission Provider's system cannot be relieved through the implementation of least-cost redispatch procedures and the Transmission Provider determines that it is necessary to curtail scheduled deliveries, the Distributor shall curtail its schedules in accordance with the Network Operating Agreement. For this purpose, the Distributor shall submit to the Transmission Provider, and update on an ongoing as-needed basis, the order of priority in which Distributor Resources shall be affected by the Curtailment of scheduled deliveries.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

41.5 Allocation of Curtailments: The Transmission Provider shall, on a non-discriminatory basis, curtail the transactions that effectively relieve the constraint. However, to the extent practicable and consistent with Good Utility Practice, any Curtailment shall be proportionally shared among Firm Point-to-Point Transmission Service Customers, Native-Load Customers and Network Customers.

41.6 Load Shedding and Generation Rejection: To the extent that a system contingency exists on the Transmission Provider's system and the Transmission Provider determines that it is necessary for Firm Point-to-Point Transmission Service Customers, Native-Load Customers and Network Customers to shed load, the Parties shall shed load in accordance with previously established procedures under the Network Operating Agreement.

To the extent that a system contingency exists on the Transmission Provider's system and the Transmission Provider determines that it is necessary for Firm Point-to-Point Transmission Service Customers, Native-Load Customers and Network Customers to reject generation from generating station units among resources designated by the Distributor, the Parties shall perform generation rejection in accordance with previously established procedures under the Network Operating Agreement.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

41.7 System Reliability: Notwithstanding any other provisions herein, for cases under Section 41 herein, the Transmission Provider reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to curtail Native-Load Transmission Service without liability on the Transmission Provider's part for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where the continuance of Native-Load Transmission Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on the Transmission Provider's system or on any other system(s) directly or indirectly interconnected with the Transmission Provider's system, the Transmission Provider, consistent with Good Utility Practice, may also curtail Native-Load Transmission Service in order to (i) limit the extent of or damage by the adverse condition(s) or disturbance(s), (ii) prevent damage to generating or transmission facilities, or (iii) expedite restoration of service. The Transmission Provider shall give the Distributor as much advance notice as is practicable in the event of such Curtailment. Any Curtailment of Transmission Service may not unduly discriminate between use of the Transmission System for firm service offered under Part II, Part III and Part IV herein.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

42 Rates and Charges

The Distributor shall pay the Transmission Provider any applicable charges for Network Upgrades, provide Ancillary Services required to supply the Native Load and pay applicable study costs, pursuant to the provisions herein, along with the charges below.

42.1 Monthly Demand Charge: Every month, the Distributor shall pay a monthly demand charge, which corresponds to one-twelfth (1/12) of the amount specified in Attachment H herein, less any amount payable during the month by a customer whose load was previously part of the Distributor's Native Load and who has reserved, to supply such load, a Transmission Service under Part II or Part III herein, until such time as the exclusion of such load from the Distributor's Native Load has been taken into account by the Régie in determining applicable transmission rates under the provisions herein.

42.2 Stranded Cost Recovery: The Transmission Provider may seek to recover stranded costs from the Distributor in accordance with the conditions set forth by the Régie. However, the Transmission Provider shall separately file to the Régie any proposal to recover stranded costs.

43 Operating Agreements

43.1 Operation under the Network Operating Agreement: The Distributor shall plan, construct, operate and maintain

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

its facilities in accordance with Good Utility Practice and with the Network Operating Agreement.

43.2 Network Operating Agreement: The terms and conditions under which the Distributor shall operate its facilities and the technical and operational considerations associated with the implementation of Part IV herein shall be specified in the Network Operating Agreement. The Network Operating Agreement shall provide for the Parties to (i) operate and maintain equipment necessary for integrating the Distributor's Native Load directly connected to the Transmission Provider's system (including but not limited to remote terminal units, metering, communications and relaying equipment), (ii) transmit data between the Parties (including but not limited to heat rates and operational characteristics of resources, generation schedules for units outside the Transmission Provider's Transmission System, interchange schedules, unit outputs for redispatch required under Section 41, voltage schedules, loss factors and other real-time data), (iii) use software required for data links and constraint dispatching, (iv) exchange data on forecasted loads and resources necessary for long-term planning, and (v) address any other technical and operational considerations required for implementation of Part IV herein, including

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

scheduling protocols for Distributor Resources and loads.

The Network Operating Agreement shall specify that the Distributor shall either (i) satisfy Control Area requirements, including all necessary Ancillary Services, by contracting with the Transmission Provider, or (ii) satisfy Control Area requirements, including all necessary Ancillary Services, by contracting with another entity, consistent with Good Utility Practice, which satisfies NERC and NPCC requirements. The Transmission Provider shall not without valid reason refuse to accept contractual arrangements with another entity for Ancillary Services. The Network Operating Agreement is included in Attachment G herein.

43.3 Technical Committee: A Technical Committee shall be established between the Transmission Provider and the Distributor to achieve the required technical coordination between the Parties. The Technical Committee shall deal with all administrative issues arising from the respective responsibilities of the Parties under the Network Operating Agreement. The Technical Committee shall meet from time to time as required, but no less than once a year.

The Technical Committee so constituted shall notably establish the rules governing the Parties' respective requirements for technical exchanges, conducting of

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

impact studies for supplying the Native Load, delivery scheduling, generating facility outage planning and operating constraints, real-time application of management measures for supply/demand balancing, Load Shedding and Curtailments, transmission of real-time operating data and Ancillary Service management data provided by the Distributor, and for any other system operation requirement pursuant to the provisions of the *Hydro-Québec Open Access Transmission Tariff*.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

V. COMING INTO FORCE

44.1 Superseding of Past OATT Text: The text of the *Hydro-Québec Open Access Transmission Tariff* herein supersedes the text bearing the same name approved by the Régie on February 20, 2007 and March 30, 2007.

44.2 Coming into Force of Rates: The text of the *Hydro-Québec Open Access Transmission Tariff* herein shall come into force on xxxxx xx, 2008, with the exception of Schedules 1 through 7, 9 and 10 and Attachment H, which shall come into force on January 1, 2008.

Supprimé : April 18
Supprimé : 2006
Supprimé : and rectified on May 18, 2006
Supprimé : April 5
Supprimé : 2007
Supprimé : 2007
Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

SCHEDULE 1

System Control Service

This service is required to schedule the movement of power through, within, out of, or into a Control Area. This service can be provided only by the operator of the Control Area in which are located the transmission facilities used for Transmission Service. System Control Service shall be provided directly by the Transmission Provider. The Transmission Customer must purchase this service from the Transmission Provider.

At present, the Transmission Provider does not have a separate rate for this service.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

SCHEDULE 2

Voltage Control Service

In order to maintain within acceptable limits voltages on the Transmission Provider's transmission facilities, generating facilities (located in the same Control Area as the Transmission Provider's transmission facilities) are operated to produce or absorb reactive power. Thus, an amount of reactive power must be produced or absorbed by generating facilities for each reservation on the Transmission Provider's transmission facilities. The amount of reactive power required is based on the reactive power support necessary to maintain transmission voltages within limits that are generally accepted in the region and consistently adhered to by the Transmission Provider.

Voltage Control Service from generating facilities shall be provided directly by the Transmission Provider. The Transmission Customer must purchase this service from the Transmission Provider. The charges for such service are applicable to Reserved Capacity based on the rates set forth below.

Yearly delivery: $0.37/kW-year per kW reserved

Monthly delivery: $0.03/kW-month per kW reserved

Weekly delivery: $7.12/MW-week per MW reserved

Daily delivery – firm service: $1.42/MW-day per MW reserved

Daily delivery – non-firm service: $1.01/MW-day per MW reserved

Hourly delivery: $0.04/MW-hour per MW reserved

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

SCHEDULE 3

Frequency Control Service

Frequency Control Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load, and for maintaining system frequency at sixty cycles per second (60 Hz). Frequency Control Service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generation control equipment, load-frequency control) to follow the moment-by-moment changes in load. The obligation to maintain this balance between resources and load lies with the Transmission Provider. The Transmission Provider shall offer this service when the Transmission Service is used to supply a load within its Control Area. The Transmission Customer shall either purchase this service from the Transmission Provider or make comparable alternative arrangements for obtaining this service from facilities located within the Control Area in order to satisfy its Frequency Control Service obligation. The charges for such service are applicable to Reserved Capacity based on the rates set forth below.

Yearly delivery: $0.37/kW-year per kW reserved

Monthly delivery: $0.03/kW-month per kW reserved

Weekly delivery: $7.12/MW-week per MW reserved

Daily delivery – firm service: $1.42/MW-day per MW reserved

Daily delivery – non-firm service: $1.01/MW-day per MW reserved

Hourly delivery: $0.04/MW-hour per MW reserved

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

SCHEDULE 4

Energy Imbalance Service – Receipt

Energy Imbalance Service – Receipt is provided when a difference occurs over a single hour between the scheduled amount of energy and actual amount received at the Point of Receipt by the Transmission Provider. The Transmission Provider must offer this service for all energy received from sources located in the Transmission Provider's Control Area. The Transmission Customer shall either purchase this service from the Transmission Provider or make comparable alternative arrangements for obtaining this service from facilities located within the Transmission Provider's Control Area.

The Transmission Provider shall establish a deviation band of ±1.5 percent (±1.5%) of the scheduled transaction, with a minimum of 2 MW, to be applied hourly to any energy imbalance that occurs as a result of one or more transactions scheduled by the Transmission Customer. Parties shall attempt to eliminate energy imbalances within the limits of the deviation band within thirty (30) days. If an energy imbalance is not corrected within thirty (30) days, compensation will be set in accordance with the prices given below. Furthermore, the amount of energy that exceeds the deviation band shall also be subject to the rates below.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

(1) Amount of energy received by the Transmission Provider exceeds the scheduled amount:

The Transmission Provider pays the Transmission Customer 3.75¢/kWh.

(2) Amount of energy received falls short of the scheduled amount:

The Transmission Customer pays the Transmission Provider 11.25¢/kWh.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

SCHEDULE 5

Energy Imbalance Service – Delivery

Energy Imbalance Service – Delivery is provided when a difference occurs over a single hour between the scheduled amount of energy and the actual amount delivered by the Transmission Provider to supply a load located within its Control Area. The Transmission Provider shall offer this service when the Transmission Service is used to serve load within its Control Area. The Transmission Customer shall either purchase this service from the Transmission Provider or make comparable alternative arrangements to fulfill its obligation by obtaining this service from facilities located within the Transmission Provider's Control Area.

The Transmission Provider shall establish a deviation band of ±1.5 percent (±1.5%) of the scheduled transaction, with a minimum of 2 MW, to be applied hourly to any energy imbalance that occurs as a result of one or more transactions scheduled by the Transmission Customer. Parties shall attempt to eliminate energy imbalances within the limits of the deviation band within thirty (30) days. If an energy imbalance is not corrected within thirty (30) days, compensation will be set in accordance with the prices given below. Furthermore, the amount of energy that exceeds the deviation band shall also be subject to the rates below.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

(1) Amount of energy delivered by the Transmission Provider exceeds the scheduled amount.

The Transmission Customer pays the Transmission Provider 11.25¢/kWh.

(2) Amount of energy delivered falls short of the scheduled amount.

The Transmission Provider pays the Transmission Customer 3.75¢/kWh.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

SCHEDULE 6

Operating Reserve – Spinning Reserve Service

Spinning Reserve Service is needed to ensure continuity of Transmission Service when a system contingency exists. Spinning Reserve Service on the system may be provided by generating units loaded at less than maximum output. The Transmission Provider shall offer this service when the Transmission Service is used to serve load within its Control Area. The Transmission Customer shall either purchase this service from the Transmission Provider or make comparable alternative arrangements for obtaining this service from facilities located within the Transmission Provider's Control Area in order to satisfy its Spinning Reserve Service obligation. The charges for such service are applicable to Reserved Capacity based on the rates set forth below.

Yearly delivery: $1.37/kW-year per kW reserved

Monthly delivery: $0.11/kW-month per kW reserved

Weekly delivery: $26.35/MW-week per MW reserved

Daily delivery – firm service: $5.27/MW-day per MW reserved

Daily delivery – non-firm service: $3.75/MW-day per MW reserved

Hourly delivery: $0.16/MW-hour per MW reserved

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

SCHEDULE 7

Operating Reserve – Non-Spinning Reserve Service

Non-Spinning Reserve Service is needed to serve load in the event of a system contingency. It is not available immediately, however, to serve load but rather within a short period of time. Non-Spinning Reserve Service may be provided by generating units that are on-line but unloaded, by quick-start generation, or by interruptible load. The Transmission Provider shall offer this service when the Transmission Service is used to serve load within its Control Area. The Transmission Customer shall either purchase this service from the Transmission Provider or make comparable alternative arrangements for obtaining this service from facilities located within the Transmission Provider's Control Area in order to satisfy its Non-Spinning Reserve Service obligation. The charges for such service are applicable to Reserved Capacity based on the rates set forth below.

Yearly delivery: $0.68/kW-year per kW reserved

Monthly delivery: $0.06/kW-month per kW reserved

Weekly delivery: $13.08/MW-week per MW reserved

Daily delivery – firm service: $2.62/MW-day per MW reserved

Daily delivery – non-firm service: $1.86/MW-day per MW reserved

Hourly delivery: $0.08/MW-hour per MW reserved

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

SCHEDULE 8

Ancillary Services Associated with Supplying the Native Load

The Distributor shall provide, or have provided by its Delivering Parties, the Ancillary Services specified below, which are required to ensure at all times Transmission System security and reliability.

Name of Service	Purpose	Distributor's Responsibility
1 – **Voltage Control**	Keep system voltage within an acceptable range through the action of voltage regulators and the reactive power of generating stations	Provision
2 – **Frequency Control**	Maintain frequency at 60 Hz through the action of load-frequency control	Provision
3 – **Spinning Reserve**	Ensure continuity of service under first-contingency conditions	Provision
4 – **Non-Spinning Reserve**	Offset losses in received power after a short period of time	Provision
5 – **Load Restoration** (automatic)	Restore system load after an outage	Provision
6 – **Generation Control** (load tracking)	Adjust to hourly load variations	Provision

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

7 – **System Stabilization**	Maintain system integrity following an event by means of high-performance excitation systems and power-system stabilizers	Provision
8 – **Speed Regulation**	Limit frequency variations and maintain system integrity following an event by means of speed governors installed at generating stations	Provision
9 – **Backup Supply**	Supply loads exceeding forecasts and offset outages and restrictions with more than one hour advanced notice	Provision
10 – **Weather Response**	Maintain system integrity by means of generation redispatch during storms or other weather events	Commitment
11 – **Minimum Generating Output**	Maintain reserves, effective generation rejection and voltage plan	Commitment
12 – **Transmission Constraint Response**	Maintain system integrity by limiting generation to comply with capacity limits	Commitment

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

SCHEDULE 9

Long-Term and Short-Term Firm Point-to-Point Transmission Service

The Transmission Customer shall pay the Transmission Provider each month for the Firm Transmission Service Reserved Capacity, augmented by the transmission loss factor specified in Section 15.7 herein, based on the total of applicable rates set forth below.

1) **Yearly delivery:** one-twelfth of the demand charge of $70.82/kW of Reserved Capacity per year
2) **Monthly delivery:** $5.90/kW of Reserved Capacity per month
3) **Weekly delivery:** $1.36/kW of Reserved Capacity per week
4) **Daily delivery:** $0.27/kW of Reserved Capacity per day

   The total demand charge in any week, pursuant to a reservation for daily delivery, shall not exceed the rate specified in point 3 above times the highest amount in kilowatts of Reserved Capacity in any day during that week.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

SCHEDULE 10

Non-Firm Point-to-Point Transmission Service

The Transmission Customer shall pay the Transmission Provider for the Non-Firm Transmission Service Reserved Capacity, augmented by the transmission loss factor specified in Section 15.7 herein, based on the total of applicable rates set forth below.

1) **Monthly delivery:** $5.90/kW of Reserved Capacity per month

2) **Weekly delivery:** $1.36/kW of Reserved Capacity per week

3) **Daily delivery:** $0.19/kW of Reserved Capacity per day

   The total demand charge in any week, pursuant to a reservation for daily delivery, shall not exceed the rate specified under point 2 above times the highest amount in kilowatts of Reserved Capacity in any day during that week.

4) **Hourly delivery:** $8.08/MW of Reserved Capacity per day

   The total demand charge in any day, pursuant to a reservation for hourly delivery, shall not exceed the rate specified in point 3 above times the highest amount in kilowatts of Reserved Capacity in any hour during that day. In addition, the total demand charge in any week, pursuant to a reservation for hourly or daily delivery, shall not exceed the rate specified in point 2 above times the highest amount in kilowatts of Reserved Capacity in any hour during that week.

Supprimé : 7
Supprimé : 92
Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

ATTACHMENT A

Service Agreement Form for Firm Long-Term Point-to-Point Transmission Service

1.0 This Service Agreement, dated as of _____, is entered into by and between Hydro-Québec (the "Transmission Provider") and _____ (the "Transmission Customer").

2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-to-Point Transmission Service under the *Hydro-Québec Open Access Transmission Tariff* (*OATT*).

3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in the amount of $_____, in accordance with the provisions of Section 17.3 of the *OATT*.

4.0 Service under this Agreement shall commence on the later of (1) _____, or (2) the date on which construction of Network Upgrades is completed. Service under this Agreement shall terminate on _____.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Long-Term Firm Point-to-Point Transmission Service in accordance with the provisions of Part II of the *OATT* and this Service Agreement.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

_____

_____

_____

Transmission Customer:

_____

_____

_____

7.0 The *OATT* is incorporated herein and made a part hereof.

8.0 Applicable taxes shall be added to all charges set forth in the *OATT*.

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

Transmission Provider:

By:_____ _____ _____
Name Job Title Date

Transmission Customer:

By:_____ _____ _____
Name Job Title Date

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Characteristics of Long-Term Firm
Point-to-Point Transmission Service

1.0 Term of Transaction: _____

Commencement Date: _____

Termination Date: _____

2.0 Description of capacity and energy to be transmitted by the Transmission Provider, including the electric Control Area in which the transaction originates.

_____

3.0 Point(s) of Receipt:_____

Delivering Party:_____

4.0 Point(s) of Delivery:_____

Receiving Party:_____

5.0 Maximum capacity and energy to be transmitted (Reserved Capacity):

_____

6.0 Designation of party(ies) subject to reciprocal service obligation:

_____
_____
_____
_____

7.0 Name(s) of any Intervening System(s) providing Transmission Service:

_____
_____

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the *OATT*.)

8.1 Transmission Charge:_____
_____
_____

8.2 System Impact Study Charge:
_____
_____
_____

8.3 Revoked

8.4 Ancillary Services Charges: _____
_____
_____
_____
_____
_____

8.5 Redispatch Charges: _____
_____
_____

8.6 Estimated charge for Network Upgrades the actual cost of which is paid by the Transmission Customer:

_____
_____

8.7 Estimated charge for Network Upgrades the actual cost of which is paid by the Transmission Customer in the event of abandonment:

_____
_____

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

ATTACHMENT B

Umbrella Service Agreement Form for Firm or Non-Firm Short-Term Point-to-Point Transmission Service

1.0 This Service Agreement covering periods of less than one (1) year, dated as of _____, is entered into by and between Hydro-Québec (the "Transmission Provider") and _____ (the "Transmission Customer").

2.0 The Transmission Customer has been determined by the Transmission Provider to be a Transmission Customer under Part II of the *Hydro-Québec Open Access Transmission Tariff* (*OATT*) and has submitted a Completed Application for Firm or Non-Firm Point-to-Point Transmission Service for periods of less than one (1) year in accordance with Section 17.2 or 18.2 of the *OATT*.

3.0 Service under this Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer.

4.0 The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm or Non-Firm Point-to-Point Transmission Service reserved for periods of less than one (1) year in accordance with the provisions of Part II of the *OATT* and this Service Agreement.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Transmission Provider:

_____

_____

_____

Transmission Customer:

_____

_____

_____

7.0 The *OATT* is incorporated herein and made a part hereof.

8.0 Applicable taxes shall be added to all charges set forth in the *OATT*.

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

Transmission Provider:

By:_____ _____ _____
Name Job Title Date

Transmission Customer:

By:_____ _____ _____
Name Job Title Date

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

ATTACHMENT C

Methodology for Assessing Available Transmission Capability

1. Available Transmission Capability (ATC) is the amount of unused transfer capability after consideration of the system reliability margin and requirements to:

   (a) meet obligations of existing Transmission Service for the delivery of resources to Native-Load Customers;

   (b) meet obligations of existing contracts under which Transmission Service is provided; and

   (c) meet obligations of existing accepted or queued valid Applications for Transmission Service.

2. The following guidelines and principles are applied to assess ATC:

   (a) Good Utility Practice;

   (b) Northeast Power Coordinating Council (NPCC), North American Electric Reliability Council (NERC) and North American Energy Standards Board (NAESB) criteria and guidelines; and

   (c) Applicable Transmission Provider criteria and guidelines. The principles and specific components used to calculate total transfer capability (TTC) and Available Transmission Capability (ATC) are described on the Transmission Provider's OASIS site.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

3. To estimate TTC, the Transmission Provider uses, when needed, off-line computer simulations of its Transmission System under a specific set of assumed operating conditions. TTC is the amount of power that can be transmitted over an interconnection while ensuring that, after an incident, overall conditions on the power system meet stability, voltage limit and thermal capacity constraints in compliance with Transmission Provider rules and practices, and with NPCC and NERC guidelines.

Estimated transmission capability takes account essentially of constraints relating to transmission equipment. For interconnections where generating units must be isolated on the neighboring system, posted capability (TTC and ATC) may be higher than transferable local generating capability on the neighboring system. Prior agreement shall be reached with the generator operating the generating units for each reservation request for Transmission Service over such interconnections, and this at the generator's discretion.

The Transmission Provider's OASIS site gives interconnection capabilities (TTC and ATC) for specific future periods. Each interconnection is designated as a path linked to point HQT, which represents all Points of Receipt on the Transmission Provider's system, except the interconnections themselves.

When it has been determined that sufficient transmission capability may not exist to accommodate an Application for Transmission Service, the Eligible Customer may request a System Impact Study.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

ATTACHMENT D

Methodology for Completing a System Impact Study

1. The System Impact Study is conducted as follows:

(1) System impact shall be assessed based on reliability requirements to:

(a) meet obligations under Service Agreements entered into prior to the effective date of the *Hydro-Québec Open Access Transmission Tariff* (*OATT*);

(b) meet obligations for accepted or queued valid Applications under the *OATT*;

(c) meet planned emergency generation import requirements;

(d) account for power flows reasonably expected to occur on the Transmission System to supply Native-Load Customers;

(e) maintain thermal, voltage and stability performance of the system in accordance with the guidelines and principles; and

(f) consider the ability of the system to withstand, under transfer conditions, severe but credible disturbances without experiencing cascading outages, voltage collapse or widespread blackouts, in accordance with the guidelines and principles.

(2) The Transmission System shall be assessed following the guidelines and principles below:

(a) explore the adequacy of the Transmission System to accommodate an Application for Transmission Service;

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

(b) determine whether any additional costs must be incurred in order to provide Transmission Service; and

(c) discover any other potential problems.

(3) If the requested use cannot be accommodated without impairing system reliability, the System Impact Study analyzes the impact of the proposed Application for Transmission Service on thermal capacity, transient stability and voltage stability of the Transmission System. Where operating guidelines can be used to increase the available transmission capability, such guidelines are to be used and if the operating procedure is to be exercised in another Control Area, the applicant for Transmission Service shall contact that other Control Area to determine the general availability of the operating procedure.

(4) If the System Impact Study indicates that Network Upgrades are needed to supply the applicant's Application for service, the procedures shall be the same as those used by the Transmission Provider for its own system expansion. The least-cost transmission expansion plan, considering but not limited to such factors as present value cost, losses, environmental aspects and reliability, shall be developed for review by the Transmission Provider. Based on the study results, the Transmission Customer can decide whether to proceed, modify or cancel its Application.

(5) Immediately upon receipt of a Facilities Study Agreement, the Transmission Provider performs a more precise engineering estimate of the costs of the Network Upgrades.

2. Guidelines and principles followed by the Transmission Provider - The Transmission Provider is a member of NPCC. When conducting a System Impact Study, the Transmission Provider

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

applies the following rules, as amended and/or adopted from time to time:

(a) Good Utility Practice;

(b) NPCC criteria and guidelines; and

(c) Hydro-Québec criteria and rules.

3. Transmission System model representation - The Transmission Provider estimates Total Transfer Capability (TTC) using Transmission System models based on a library of power flow cases prepared by the Transmission Provider for studies of the Transmission Provider’s Control Area. The models may include representations of other NPCC and neighboring systems. This library of power flow cases is maintained and updated as appropriate by the Transmission Provider and NPCC. The Transmission Provider uses system models that it deems appropriate for studying the Application for Transmission Service. Additional system models and operating conditions, including assumptions specific to a particular analysis, may be developed for conditions not available in the library of power flow cases. The system models may be modified, if necessary, to include additional system information on loads, power flows and system configurations, as it becomes available.

4. System conditions - The loading on all Transmission System elements shall be within normal ratings for pre-contingency conditions and within emergency conditions for post-contingency conditions. Transmission System voltage shall be within the applicable normal and emergency limits for pre- and post-contingency conditions respectively.

5. Short circuit - Transmission System short-circuit currents shall be within applicable equipment design ratings.

6. Loss evaluation - The impact of losses on the Transmission Provider's Transmission System is taken into account in the

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

System Impact Study to ensure Good Utility Practice in evaluating costs to accommodate the Application for Transmission Service.

7. System protection - Protection requirements are evaluated by the Transmission Provider to determine the impact on existing system protection.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

ATTACHMENT E

Index of Point-to-Point Transmission Service Customers

Customer	Date of Service Agreement

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

ATTACHMENT F

Service Agreement for Network Integration Transmission Service

1.0 This Service Agreement, dated as of _____, is entered into by and between Hydro-Québec (the "Transmission Provider") and _____ (the "Transmission Customer").

2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the *Hydro-Québec Open Access Transmission Tariff* (*OATT*).

3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in the amount of $_____, in accordance with the provisions of Section 29.2 of the *OATT*.

4.0 Service under this Agreement shall commence on the later of (1) _____, (2) the date on which construction of Network Upgrades is completed, or (3) the date on which all requirements of the Network Operating Agreement have been completed. Service under this Agreement shall terminate on _____.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the *OATT* and this Service Agreement.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

_____
_____
_____

Transmission Customer:

_____
_____
_____

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

7.0 The *OATT* is incorporated herein and made a part hereof.

8.0 Applicable taxes shall be added to all charges set forth in the *OATT*.

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

Transmission Provider:

By:_____ _____ _____
Name Job Title Date

Transmission Customer:

By:_____ _____ _____
Name Job Title Date

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Specifications for Network Integration Transmission Service

1.0 Term of Transaction: _____

Commencement Date: _____

Termination Date: _____

2.0 General description of capacity and energy to be transmitted by the Transmission Provider, including the electric Control Area in which the transaction originates.

_____

3.0 Detailed description and forecast of Network Load at each Point of Delivery:

_____
_____
_____
_____

4.0 Detailed description of each Network Resource, including any operating restrictions:

_____
_____
_____

5.0 Detailed description of the Transmission Customer's anticipated use of Transmission Provider interfaces:

_____
_____
_____

6.0 Description of any Transmission System owned or controlled by the Transmission Customer:

_____
_____
_____
_____

7.0 Name(s) of any intervening Transmission Provider(s):

_____
_____
_____
_____

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

8.0 The Network Customer agrees to take the following Ancillary Services from the Transmission Provider:

_____
_____
_____
_____

9.0 Revoked

10.0 In addition to the charge for Transmission Service and charges for Ancillary Services as set forth in the *OATT*, the customer will be subject to the following charges:

10.1 System Impact Study Charge:

_____
_____

10.2 Revoked

10.3 Redispatch Charges:

_____
_____

10.4 Estimated charge for Network Upgrades the actual cost of which is paid by the Transmission Customer:

_____
_____

10.5 Estimated charge for Network Upgrades the actual cost of which is paid by the Transmission Customer in the event of abandonment:

_____
_____

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

ATTACHMENT G

Network Operating Agreement

This Network Operating Agreement is part of the *Hydro-Québec Open Access Transmission Tariff* (*OATT*) and is subject to and in accordance with all provisions contained therein. All definitions and terms and conditions of the *OATT* are incorporated herein by reference.

1. GENERAL TERMS AND CONDITIONS

The Transmission Provider agrees to provide Transmission Service to the Transmission Customer subject to the Transmission Customer operating its facilities in accordance with applicable criteria, rules, standards, procedures or guidelines set forth by the Transmission Provider or its affiliates, by NERC and by NPCC, as they may be changed from time to time. In addition, service to the Transmission Customer is provided subject to the terms and conditions contained herein.

1.1 CHARACTER OF SERVICE

All Transmission Service shall be in the form of three-phase sixty- (60-) hertz alternating current at a delivery voltage agreed to by both Parties.

1.2 MAINTENANCE SCHEDULING

The Transmission Provider, as appropriate, shall consult the Transmission Customer regarding the timing of any scheduled maintenance of the Transmission System that would affect service to the Transmission Customer.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

1.3 INFORMATION REQUIREMENTS

The Transmission Customer shall be responsible for providing all information required by NPCC, NERC and the Transmission Provider for planning, operations, maintenance and regulatory filings. This information may include but is not limited to:

Load-related data:

- Ten- (10-) year forecast of the load at each Point of Delivery:
  - hourly for the first week, updated daily for the three days before operation;
  - weekly for the first year; and
  - monthly for the following nine (9) years.
- Power factor
- Amount of interruptible load under contract, including interruption terms, and actual level of that load
- Load-Shedding capability by Point of Delivery
- Capability to shift load between Points of Delivery
- Disturbance reports
- Results of periodic metering and protection equipment tests and calibration
- Planned changes to interconnection equipment or protection system
- Voltage reduction capability

Resources and interconnected generating facilities:

- Resource operating characteristics, including ramp rate limits, minimum run times, underfrequency and overfrequency relaying, etc.
- Generation schedule if two or more generating sites are used
- Ten-year forecast of resource additions, retirements and capability changes

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

- Generator reactive capability
- Results of periodic metering and protection equipment tests and calibration
- Planned changes to generation parameters or protection system

Failure of the Transmission Customer to respond promptly and completely to the Transmission Provider's reasonable request for information shall result in a fine of $100 per day payable to the Transmission Provider. Continued failure to respond shall constitute default.

In addition to the types of information listed above, the Transmission Customer shall supply accurate and reliable operating information to the Transmission Provider. Such information may include but is not be limited to metered values for kWh, kW, kVAR, voltage, current, frequency, breaker status data and all other data necessary for reliable operation. The Transmission Provider may require such information to be provided electronically using a method such as Supervisory Control And Data Acquisition (SCADA), Remote Terminal Units (RTUs) or telemetering, or to be capable of interfacing directly with the Transmission Provider's dispatch computer system. All equipment used for such purposes must be approved by the Transmission Provider.

The Transmission Customer shall advise the Transmission Provider if its Network Resource is capable of participation in system restoration and/or if it has black-start capability.

1.4 OPERATING REQUIREMENTS

The Transmission Customer shall not conduct any switching or other activity likely to affect the Transmission Provider's system without first contacting and receiving permission from the Transmission Provider.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

The Transmission Customer shall balance the load between its individual Network Loads such that the difference in the individual phase currents is acceptable to the Transmission Provider.

The Transmission Customer's equipment shall comply with all environmental requirements to the extent they impact operation of the Transmission Provider’s system.

The Transmission Customer shall operate all of its equipment and facilities connected either directly or indirectly to the Transmission Provider's system in a safe, reliable and efficient manner. Such operations shall also conform to Good Utility Practice and to all requirements and guidelines of the Transmission Provider, NERC and NPCC.

The Transmission Customer shall be responsible for operating and maintaining security of its electric system in a manner that avoids adverse impact to the Transmission Provider’s system or the integrated regional system, that and complies with all applicable NPCC and Transmission Provider operating criteria, rules, procedures, guidelines and interconnection standards as may be amended or adopted from time to time. These actions include but are not limited to:

- Voltage reduction Load Shedding
- Underfrequency Load Shedding
- Manual Load Shedding
- Transferring load
- Implementing voluntary load Curtailments, including interruptible customers
- Starting up standby generation
- Permitting controlled service restoration by the Transmission Provider following delivery contingencies on Transmission Provider facilities

The Transmission Provider reserves the right to specify turbine and/or generator control (e.g., droop) settings as determined by the

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

System Impact Study, Facilities Study or any subsequent studies. The Transmission Customer agrees to comply with such specifications at its own expense.

Unless directed otherwise, the Transmission Customer shall operate its existing interconnected generating facilities with automatic voltage regulation systems. The voltage regulation system shall control voltage at the Network Resource consistent with the voltage range required by the Transmission Provider or NPCC.

1.5 DISCONTINUANCE OF SERVICE

In order to maintain Transmission Service reliability and security, the Transmission Provider may, in accordance with usual practice, discontinue the Transmission Service for purposes of scheduled maintenance, operating restrictions, or Network Upgrades, refurbishment or changes. The Transmission Service may also be discontinued in any case of Force Majeure. The Transmission Provider shall avoid any discriminatory situation and cooperate with the Transmission Customer and generating station owner to restore the Transmission Service promptly once the situation has returned to normal.

If at any point in time, it is the Transmission Provider's judgment that the Transmission Customer or generating station owner is operating its equipment in a manner that would adversely impact the quality of service, reliability or safe operation of the Transmission Provider's system, the Transmission Provider may discontinue Transmission Service until the condition has been corrected. To the extent practicable, the Transmission Provider shall allow the Transmission Customer or generating station owner, where appropriate, sufficient time to correct the problem.

If it is the Transmission Provider's judgment that an emergency exists or that significant adverse impact is imminent, service to the Transmission Customer may be discontinued without notice. Otherwise,

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

the Transmission Provider shall give the Transmission Customer reasonable notice of a request to reduce generation or of the Transmission Provider’s intention to discontinue service.

1.6 EMERGENCY OPERATIONS

The Transmission Customer shall be subject to all applicable emergency operation standards and practices required by the Transmission Provider.

The Transmission Provider reserves the right to require its customers to take actions required under the Transmission Provider’s operating procedures. These actions may include but are not limited to running generation at maximum or minimum capability, voltage reduction, Load Shedding, transferring load between Points of Delivery, public appeals for load reduction, implementation of interruptible load programs and starting standby and idle generation.

2.0 METERING

The Transmission Provider shall provide Transmission Service to each Point of Delivery specified in the Transmission Customer's Service Agreement. Each Point of Delivery shall have a unique identifier, meter location and meter number.

2.1 EQUIPMENT

All metering equipment and installations used to measure energy and capacity delivered to the Transmission Customer must be approved by the Transmission Provider. The Transmission Provider may require the installation of telemetering equipment for the purposes of billing, power factor measurements and to allow the Transmission Provider to operate its system reliably and efficiently.

All meters shall be capable of measuring the instantaneous kW within each hour, net flow in kWh and reactive power flow.

2.2 SEALS

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

All meters shall be sealed, and the seals shall not be broken without prior approval by the Transmission Provider.

2.3 ACCESS

The Transmission Customer shall provide a representative of the Transmission Provider access, including telecommunications access, to meters at reasonable times for the purposes of reading, inspecting and testing. The Transmission Provider shall use its best efforts not to interfere with normal business operations.

2.4 CALIBRATION AND MAINTENANCE

Unless otherwise mutually agreed, meters shall not be tested or recalibrated nor shall any of the connections, including those of the transformers, be disturbed or changed except in the presence of duly authorized representatives of the Transmission Provider and the Transmission Customer or under emergency conditions or unless either Party, after reasonable notice, fails or refuses to have its representatives present.

2.5 TESTING

The Transmission Provider shall make tests of metering equipment following the Transmission Provider's standards of accuracy and procedures. The Transmission Provider shall notify the Transmission Customer prior to conducting any metering tests, and the Customer may observe the tests. If the meter is found to be inaccurate or otherwise defective, it shall be repaired, adjusted, or replaced.

3.0 INTERCONNECTION EQUIPMENT

The Transmission Customer's interconnection equipment shall meet all standards of Good Utility Practice.

3.1 COSTS

The Transmission Customer shall install, maintain and repair all interconnection equipment belonging to it at its expense.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

The Transmission Provider shall not bear any costs of the interconnection with the Transmission Customer, including any changes as required by this Agreement, with the exception of those specified in the *Hydro-Québec Open Access Transmission Tariff*.

3.2 INSPECTION

The Transmission Provider may inspect the Transmission Customer's interconnection equipment to determine if all standards of Good Utility Practice are met. The Transmission Provider shall not be required to deliver electricity to or receive electricity from the Transmission Customer until such standards are met.

The Transmission Provider shall have the right to supervise factory acceptance tests, field acceptance tests, and the installation of any metering, data acquisition, transmission, protective or other equipment or software connected to the Transmission Provider’s system.

3.3 NEW RESOURCES

Generating facilities connected to the Transmission System shall comply with the Transmission Provider’s technical requirements regarding the connection of generating stations. The generating station owner shall be responsible for ensuring compliance with these requirements.

3.4 PROTECTION EQUIPMENT

In order to protect the Transmission Provider's system from damage, to minimize the risk of injury to operating personnel and third parties, and to allow the Transmission Provider to maintain service to its non-generating customers in the event of operating difficulties at customer facilities, the Transmission Customer shall, at its expense, provide, install and maintain the following equipment insofar as required by Good Utility Practice and after consultation with the Transmission Provider:

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

A. A three-phase, load-break, lockable main disconnect switch that allows isolation of the Transmission Customer's facilities from the Transmission Provider's system.

B. An automatic circuit breaker that can be tripped by the protective relay system under all system conditions. The circuit breaker shall also be suitable for use in synchronizing generation on the Transmission Customer’s system to the Transmission Provider's system.

C. Underfrequency and overfrequency protective relays to be used in conjunction with the required automatic circuit breaker.

D. Undervoltage and overvoltage protective relays to be used in conjunction with the required automatic circuit breaker.

E. Overcurrent protective relays to be used in conjunction with the required automatic circuit breaker.

F. Voltage and current transformers to be used for the above relaying, sized and connected as approved by the Transmission Provider.

G. Such other equipment as may be reasonably required by Good Utility Practice, as recommended by the Transmission Provider.

H. The Transmission Customer shall provide to the Transmission Provider complete documentation of the Transmission Customer's interconnection equipment, including power single-line diagrams, relaying diagrams, plans, sectional and elevation views, grading plans, conduit plans, foundation plans, fence and grounding plans, and detailed

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

steel erection diagrams. In addition, the Transmission Customer agrees to provide to the Transmission Provider complete documentation of any changes to the Transmission Customer's interconnection equipment.

I. The protective relay system required to detect faults on the Transmission Provider's system and the breaker required to disconnect the Transmission Customer's generation to protect the public and Transmission Provider personnel must be approved by the Transmission Provider. The Transmission Customer shall purchase, install and maintain the protective relay system, and maintain and make available to the Transmission Provider all maintenance and test records. The Transmission Provider may perform, at reasonable intervals, functional tests of the protective relay system to determine whether the system functions in a manner acceptable to the Transmission Provider and shall notify the Transmission Customer in writing of the test results. The Transmission Customer shall bear the cost of this testing and any other assistance that may be requested of the Transmission Provider before and after the system is commissioned.

J. The Transmission Customer shall, at its own expense, repair and maintain its protective relay system and any other equipment that it owns or operates.

3.5 MAINTENANCE AND MODIFICATIONS TO THE INTERCONNECTION

A. The Transmission Customer shall repair and maintain during the term hereof all of its interconnection equipment on its side of the visible disconnect that isolates its facilities from the Transmission Provider's system, in accordance with established practices and standards for the operation and maintenance of power system equipment.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

B. The Transmission Customer shall maintain its own generation in accordance with Good Utility Practice. The Transmission Customer shall ensure that all third-party generating facilities connected to its system are maintained in accordance with the Transmission Provider's technical requirements regarding the connection of generating stations.

C. The Transmission Customer shall arrange with the Transmission Provider an initial inspection of the interconnection, to be completed prior to the effective date of this Agreement. In addition, the Transmission Customer shall arrange with the Transmission Provider for an annual visual inspection of all interconnection facilities and associated maintenance records. Every two years, the Transmission Customer shall arrange a relay calibration test and operational test of its interconnection equipment. The relay calibration test shall be performed by a qualified contractor approved by the Transmission Provider and acceptable to the Transmission Customer, or be performed by the Transmission Provider itself. After the relay calibration tests are completed, the Transmission Provider may perform a relay system functional test. The Transmission Customer shall bear the cost of any relay testing and any other assistance that may be requested by the Transmission Provider before and after the system is made operational.

D. Before April 1 of each year, the Transmission Provider shall provide the Transmission Customer with recommended dates for scheduling maintenance of the Transmission Customer's generating facilities, third-party generating facilities greater than 20 MW and the Transmission Customer’s transmission facilities operating at 44 kV or more. On or before May 1 of each year, the Transmission Customer shall provide to the Transmission Provider a list of periods, in order of

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

preference and in accordance with the Transmission Provider's recommended dates, during which the Transmission Customer prefers to schedule maintenance during the subsequent calendar year. If the Transmission Provider fails to provide the Transmission Customer with recommended dates before April 1 of any year, the Transmission Customer shall nonetheless provide the Transmission Provider on or before May 1 of that year, a list of periods, in order of preference, in which the Transmission Customer prefers to schedule maintenance during the subsequent calendar year, and the Transmission Provider shall attempt to accommodate the Transmission Customer's proposed schedule of maintenance periods if the Transmission Provider can do so without adverse operational or economic effect on the Transmission Provider or its customers. By June 1 of each year, the Transmission Customer and the Transmission Provider shall agree on maintenance periods for the interconnection equipment.

E. If the Transmission Provider in its reasonable judgment determines that the Transmission Customer's interconnection equipment is, in any substantial respect, being maintained otherwise than in accordance with Good Utility Practice, the Transmission Provider may so notify the Transmission Customer in writing. Within thirty (30) days of the date of notice, the Transmission Customer shall make its maintenance practices conform to the requirements of Good Utility Practice and of this Agreement. In the event that the Transmission Customer fails to bring its maintenance practices into conformance with the requirements of Good Utility Practice within that thirty- (30-) day period, the Transmission Provider may de-energize the interconnection between the Transmission Customer and the Transmission Provider until the Transmission Customer has made its maintenance practices conform as provided herein.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

F. The Transmission Customer shall give the Transmission Provider adequate written notice of any modification or replacement of the Transmission Customer's interconnection equipment. All additions, modifications or replacements shall meet the requirements of this Agreement and all standards of Good Utility Practice. If the Transmission Customer makes changes without notice to the Transmission Provider, and if the Transmission Provider has reasonable cause to believe that the changes may create dangerous conditions, the Transmission Provider may de-energize the interconnection between the Transmission Customer and the Transmission Provider.

G. The Transmission Customer shall change its interconnection equipment as may be reasonably required by the Transmission Provider or as may otherwise be required to conform to Good Utility Practice to meet changing requirements of the Transmission Provider's system.

H. In the event that de-energizing the interconnection is required by the provisions of this Agreement, the Transmission Provider shall only de-energize the interconnection at the affected Point(s) of Delivery.

4.0 TECHNICAL REQUIREMENT OF THE TRANSMISSION PROVIDER

The Transmission Customer, its own customers and its electricity suppliers, if connected to the Transmission System, shall comply with the Transmission Provider’s technical requirements. For loads and generation connected to the distribution system, the parties above shall also ensure that their impact on the Transmission System meets the Transmission Provider’s technical requirements, where applicable.

5.0 DEFAULT

Failure of the Transmission Customer, and where appropriate the generating station owner, to meet the terms and conditions of

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

this Agreement shall be deemed to be a default whereon the Transmission Provider may seek immediate termination of service, consistent with Régie decisions, orders and regulations.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

ATTCHMENT H

Annual Transmission Revenue Requirement for Native-Load Transmission Service and Network Integration Transmission Service

1. The Transmission Provider's annual revenue requirement for the Native-Load Transmission Service and the Network Integration Transmission Service shall be $2,,528,628,100.

2. The amount in (1) shall be effective until amended by the Régie.

Supprimé : ,
Supprimé : 39,746,84
Supprimé : 0

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

ATTACHMENT I

Index of Network Integration Transmission Service Customers

Customer	Date of Service Agreement

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

ATTACHMENT J

Transmission Provider Policy on Network Upgrades

Section A – Cost of Network Upgrades

Any Network Upgrade to the Transmission System required to meet the need for Transmission Service under Parts II, III and IV herein, including generating station connections under Section 12A, shall be paid for by the Transmission Provider and incorporated into its rate base for cost recovery purposes through transmission rates set forth herein, provided said Upgrade is deemed by the Régie in the framework of a rate case to be a useful and prudent acquisition, and provided it is in accordance with the provisions of Attachment J herein of the *Hydro-Québec Open Access Transmission Tariff* (*OATT*). Network Upgrades also include any Facilities Study where such a Study is required to complete a Network Upgrade.

The amount incurred by the Transmission Provider shall in no instance exceed the maximum amount specified in Section E below. An estimate of any additional amount beyond that incurred by the Transmission Provider, augmented by 15% to account for the present value over twenty (20) years of the incremental operating and maintenance cost of Network Upgrades, and also augmented based on the applicable capital tax rate and public utilities tax rate, will be indicated in the Service Agreement in the case where the applicant is itself a Transmission Customer under Part II or Part III herein, and the actual amount incurred by the Transmission Provider shall be paid in its entirety by the applicant before the commencement of Transmission Service, or in accordance with the provisions of Section 12A in all other cases.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Section B – Network Upgrades for Integrating a Generating Station

Network Upgrades for the purpose of integrating a new generating station, or to increase the output of an existing generating station, can be categorized into five (5) areas: switchyard, generation interconnection, changes to the Transmission System including communications equipment, changes to the distribution system, and metering and communications equipment purchased or leased by the Transmission Provider.

All Network Upgrades specified in Section B herein are planned, constructed, operated and maintained by the Transmission Provider, with the exception of changes to the distribution system, which are under the responsibility of the Distributor. The switchyard is under the responsibility of the generating station owner when such switchyard is the property of an entity other than Hydro-Québec.

Before proceeding with Network Upgrades, the Transmission Provider and generating station owner shall enter into a Connection Agreement, in accordance with the provisions of Section 12A herein, which specifies, notably, the scheduled date for commissioning the generating station, any costs to be reimbursed by the generating station owner to the Transmission Provider, financial security required to cover the expected cost of Network Upgrades carried out by the Transmission Provider and the Distributor, and technical standards applicable to any generating station connected to the Transmission Provider’s or Distributor’s system. The financial security submitted to the Transmission Provider under the Connection Agreement shall be returned to the generating station owner when the generating station is commissioned, less any amount incurred by the Transmission Provider prior to the abandonment or significant postponement of the commissioning of the generating station, or to a substantial modification of the generating station, or incurred for any other cause indicated in the Connection Agreement.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

1. Switchyard

The switchyard is comprised of the high-voltage portion of the substation; whereas, the low-voltage portion is considered to be part of the generating station itself and thus is not included in Network Upgrades to the Transmission System. The high-voltage portion of the switchyard includes step-up transformers and extends, when the generating station is the property of a third party, from the step-up transformer low-voltage terminal to the connection point specified in the Connection Agreement, which is located on the high-voltage side of the switchyard. When the generating station is Hydro-Québec property, the connection point is located on the low-voltage side of the switchyard and the high-voltage portion of the switchyard includes the step-up transformers as well as the components on the high-voltage side of the switchyard. When more than one output level is required from switchyard transformers, those other levels are also included, as are all components and the line connecting together the different output levels.

The different components comprising a switchyard are specific to each project. The number or generating units, their capacity, their location, the type of powerhouse (above-ground or underground) are all factors affecting switchyard components. The switchyard may contain one or more transformers, and one or more generating units may be connected to each transformer. The choice of equipment comprising a switchyard is normally guided by economic considerations, while following good reliability practices.

Similarly, the choice between conventional or SF_6 technology shall be guided in part by economic considerations based on specifics of the generating station and switchyard sites.

Disconnect or isolating switches are required on the high-voltage side to isolate part or all of the generation and to ensure the safety of personnel when work is required. Furthermore, circuit breakers are generally required on the high-

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

voltage side to limit generation loss as a result of a first-contingency loss and to facilitate operations. Low-voltage circuit breakers are required if more than one unit is connected to each transformer.

Depending on how the site is physically arranged, it may be economical to take advantage of the generating station infrastructure and locate part or all of the switchyard there. In such instances, the incremental cost incurred for building the generating station is charged to switchyard costs.

Generally, construction schedules are such that work on the generating station begins several months, or even years, before work on the switchyard. Consequently, infrastructure required for construction (roads, construction site, etc.) shall be assigned to the generating station. Should use of such infrastructure be required to build and maintain the switchyard, any reimbursement of the cost by the Transmission Provider is charged to switchyard costs. Also, any additional infrastructure specifically required for the switchyard is charged to switchyard costs.

The actual switchyard cost, including all components specified above, shall be charged to the Transmission Provider, up to the maximum amounts shown in the table below. These maximums shown in column (1), applicable to generating stations that are not Hydro-Québec property, include an amount equal to 15% of the costs incurred for the switchyard in order to account for the present value of switchyard operation and maintenance costs over a twenty- (20-) year period. The amounts shown in column (2), applicable to generating stations that are Hydro-Québec property, do not include the 15% amount since switchyard operation and maintenance costs are then borne by the Transmission Provider.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

Switchyard high-voltage side	Maximum Transmission Provider contribution	
	Generating stations that are not Hydro-Québec property (1)	Generating stations that are Hydro-Québec property (2)
Below 44 kV	$35/kW	$30/kW
From 44 to 120 kV	$55/kW	$48/kW
Above 120 kV	$95/kW	$83/kW

Except in the case of generating stations that are Hydro-Québec property, the generating station owner is also owner of the switchyard and shall remain at all times responsible for the design, construction, operation and maintenance of the switchyard. In order to obtain reimbursement of expenses incurred for the switchyard under the provisions herein, the generating station owner shall submit a reimbursement application to the Transmission Provider following the procedures set forth herein. The generating station owner shall provide all supporting documents and all other information required by the Transmission Provider to ensure that the amounts claimed comply with the provisions herein. Upon receiving complete supporting documentation, the Transmission Provider shall act promptly to reimburse the applicant as soon as practicable. The maximum contribution of the Transmission Provider for the switchyard shall equal the amount shown in column (1) above multiplied by the generating units' new rated output in kW and shall include the 15% increase mentioned above.

The generating station and switchyard owner shall comply at all times with the technical requirements specified in the Connection Agreement entered into with the Transmission Provider.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Basic station services are generally supplied from transformers connected to the low-voltage (generating station) side. Any request for power to meet backup supply requirements for generating station services where such power comes from the distribution system or Transmission System, and any request for power to supply a generating station construction site shall be made to the Distributor, which shall offer the service under applicable conditions and submit an Application for service regarding this request to the Transmission Provider should the latter's services be required.

When more than one output level is required from switchyard transformers, a second amount equal to that shown in column (1) or column (2) as appropriate will be added to the first amount to establish the maximum contribution of the Transmission Provider, including all components and the line connecting together the different output levels.

2. Generation Interconnection

The generation interconnection is comprised of equipment, tie lines and substations that link the generating station switchyard to the existing Transmission System. Integration with the system may require the addition of one or more tie lines depending on the size of the generating station. Two main criteria shall determine whether more than one tie line is required to integrate a generating station.

The first criterion to be met is first-contingency generation loss (FCGL). FCGL corresponds to the generation loss the Transmission System can support without the frequency falling to the first underfrequency load-shedding threshold. In the case of generating station integration, this criterion means that loss of one (single-line or double-line) tie line shall not result in generation loss greater than FCGL. If the loss of one tie line would cause a generation loss greater than FCGL, this criterion would not be met and another line would be required. This evaluation is generally conducted by the Transmission Provider

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

under winter peak system conditions. For generating stations with an off-peak pattern of generation that risks exceeding the FCGL, additional studies are conducted to determine the number of tie lines required.

A second criterion to meet is to maintain the ten- (10-) minute reserve. This reserve is defined as the sum of both spinning and non-spinning reserves that can be made fully available within ten (10) minutes. The ten- (10-) minute reserve shall be at least equal to the greatest generation outage that could result from the loss of a single component of the Transmission Provider's system. A component usually means a generating unit, a transformer, a transmission circuit, a circuit breaker, a bus section, etc. A double-circuit line is not considered to be a single component since it comprises two circuits. The ten- (10-) minute reserve is currently set at 1,000 MW. If this criterion is not met, the ten- (10-) minute reserve must be increased, entailing major investments the cost of which must ultimately be borne by Transmission Service customers.

These two criteria are preponderant in determining the number of tie lines, and the number and capacity of transmission equipment units, required to integrate a generating station to the Transmission System

Once the number of lines and circuits has been determined, an economic analysis makes it possible to choose the number and type of conductors to use in order to optimize the overall cost, including equipment and electrical losses.

Should the generating station owner choose an electrical arrangement other than that selected by the Transmission Provider, all additional costs that result, augmented by 15% to account for the present value over twenty (20) years of the incremental operating and maintenance cost of Network Upgrades and further augmented based on the applicable capital tax rate and public utilities tax rate, shall be specified in the Service

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

Agreement or Connection Agreement and shall be charged entirely to the generating station owner.

3. Changes to the Transmission System

Adding a generating station may entail changes to the existing Transmission System. These changes have the purpose of ensuring that Transmission System design criteria are still met.

There are various kinds of upgrades but they are largely comprised of facilities such as lines, substations, series compensation, static or dynamic shunt compensation, automatic controls and communications equipment. The solution selected shall meet reliability requirements, and be economical, technically feasible and environmentally acceptable.

4. Distribution System

In the case of a generating station connected to the distribution system, costs are also incurred for changes and extensions to the distribution system. All costs incurred by the Distributor for upgrades to its system required for new connection facilities, augmented by 15% to account for the present value of operating and maintenance costs borne by the Distributor over a twenty- (20-) year period, are also part of the costs charged to the Transmission Provider under the provisions herein.

Integrating a generating station into the distribution system may require changes to the Transmission Provider’s system, the cost of which is also borne by the Transmission Provider.

5. Metering and Communications Equipment

The cost of the metering equipment itself is borne by the generating station owner. The cost of the current and voltage transformers required, which depend on the interconnection voltage set by the Transmission Provider, is borne by the Transmission Provider. The cost of equipment, and the cost to

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

supply or lease communication links required for operating the generating station are also borne by the Transmission Provider.

Section C – Network Upgrades for Integrating a New Load

Network Upgrades made by the Transmission Provider to connect a new load or increase an existing load directly connected to the Transmission Provider's system, may include the addition or modification of line equipment, transformer systems, shunt compensation, automatic controls, protection systems, communications links and other communications equipment. The connection to the power system generally consists of a single overhead circuit, except when such a circuit does not have adequate capacity to alone serve the load connected or when operating needs based on technical and economic considerations warrant doing otherwise. All Network Upgrades specified in Section C herein are planned, constructed, operated and maintained by the Transmission Provider in accordance with technical standards and applicable practices, with the exception of any required changes to the distribution system, which are under the responsibility of the Distributor, and the step-down substation when owned by the Distributor's customer. The facilities of the Distributor's customer, including the step-down substation, shall comply with the requirements for connection to the Transmission Provider's system and with the allowable emission limits for disturbances on the Transmission System. The entire cost of Network Upgrades, based on the electrical arrangement proposed by the Transmission Provider, shall be borne by the Transmission Provider up to a maximum amount specified in Section E below, save and except costs for metering equipment and for the substation serving the customer, which are subject to rate provisions separate from those herein.

If a new load connected to the distribution system has an impact on the Transmission System, the cost of Network Upgrades to the Transmission Provider's system is also borne by the latter.

Supprimé : 2007
Supprimé : 08
Supprimé : 2007
Supprimé : 34

For the connection of a new load to the Transmission System, should the Distributor choose an electrical arrangement other than that proposed by the Transmission Provider, and the latter is able to implement that other arrangement, all additional costs that result shall be charged to the Distributor. Similar provisions shall apply for integrating a new Network Customer load.

The costs related to upgrades required to meet needs arising from growth in the Native Load served by satellite substations, for which the Distributor submits annually its forecast to the Transmission Provider pursuant to Subsection 37.1 i) herein, are borne by the Transmission Provider up a maximum amount specified in Section E below, accounting for all projects conducted by the Transmission Provider during the year and all load growth that such projects are to serve over a twenty- (20-) year period.

Section D – Network Upgrades for a New Interconnection with a Neighboring System

Network Upgrades made by the Transmission Provider to complete a new interconnection with a neighboring system, or to increase the capacity of an existing interconnection, shall be implemented by the Transmission Provider consistent with applicable technical guidelines. The entire cost for upgrades required to the system shall be borne by the Transmission Provider up to a maximum amount specified in Section E below.

Section E – Method for Calculating Maximums for Network Upgrades

The maximum amount to be borne by the Transmission Provider for Network Upgrades made to meet the requirements for Transmission Services offered under Parts II and III of the *Hydro-Québec Open Access Transmission Tariff* (*OATT*) shall be $574/kW multiplied by the new maximum capacity in kW to be transmitted on the system. This amount is established based on the method described below and may be adjusted pursuant to Régie decisions.

Supprimé : 0

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34

The maximum amount to be borne by the Transmission Provider is calculated from the present value over twenty (20) years of the point-to-point rate for an annual delivery specified in Schedule 10 herein, less 15% to account for the present value over twenty (20) years of operation and maintenance costs for Network Upgrades completed, as well as for the amount of the applicable capital tax and public utility tax.

In the case of temporary services for a duration of one (1) year or more to serve a Native-Load Customer of the Distributor, the maximum of costs borne by the Transmission Provider is the present value of the customer's term of commitment prorated to the twenty- (20-) year duration, multiplied by the amount indicated above.

Supprimé : 2007

Supprimé : 08

Supprimé : 2007

Supprimé : 34