RESOLUTION N°014/ERERA/19
Approval of the West African Power Pool Transmission Service Access and Use Procedures (WTSAUP)

The Regulatory Council,

MINDFUL of the Supplementary Act A/SA.2/01/08 establishing the ECOWAS Regional Electricity Regulatory Authority (ERERA);

MINDFUL of Regulation C/REG.27/12/07 of 15 December 2007 as amended, concerning the Composition, Organization, Functions and Operation of ERERA;

MINDFUL of the Directive C/DIR.1/06/13 dated 21 June 2013 on the organization of the regional electricity market, in particular Article 8(2) thereof;

MINDFUL of the Regional Market Rules for the West African Power Pool (WAPP) approved by Resolution N°005/ERERA/15, in particular Articles 1.4.c, 7.2, 8, 12, 29, 30 and 31 thereof;

MINDFUL of the Resolution N°012/ERERA/18 on the effective date of the Regional Market Rules for the West African Power Pool; and

After the review of the West African Power Pool Transmission Service Access and Use Procedures (WTSAUP) as proposed by the WAPP General Secretariat,
RESOLVE THAT:

1. The West African Power Pool Transmission Service Access and Use Procedures (WTSAUP), hereby attached, are approved by the Regulatory Council.


Done in Accra, Republic of Ghana, on December 13, 2019

Aly Mar NDIAYE

Council Member

Haliru DIKKO

Council Member

Honoré Djamah Ségui BOGLER

Chairman
WEST AFRICAN POWER POOL
SYSTEME D'ECHANGES D'ENERGIE ELECTRIQUE OUEST AFRICAIN

WEST AFRICAN POWER POOL
TRANSMISSION SERVICE
ACCESS AND USE PROCEDURES
(WTSAUP)

DECEMBER 2019
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PREAMBLE

[1] This WAPP Transmission Service Access and Use Procedures (WTSAUP) describe the conditions and procedures for access, use and payment of transmission services in the regional Electricity Market. The WTSAUP should be read in conjunction with the Directive C/DIR.1/06/13 of June 21, 2013 on the organization of the regional electricity market, with the Regional Market Rules and with any other Market Procedures applicable pursuant to the Regional Market Rules.

[2] Whereas Directive C/DIR.1/06/13 on the organization of the Regional Electricity Market provides in Article 8.2 that:

   a) WAPP shall in consultation with the Transmission System Operators of member states develop a standard Connection and Use of network agreement for access to the regional transmission network,

   b) ERERA shall approve the standard Connection and Use of network agreement after consultation with the national regulatory authorities.

[3] The WAPP Regional Market Rules ("Regional Market Rules") therefore, plans the development of procedures that will be used to perform business transactions and provide related services to Market Participants in a transparent and non-discriminatory manner by the System and Market Operator (SMO).

[4] Specifically Article 7.2 of the Regional Market Rules provides that the System and Market Operator (SMO) shall, periodically, develop, adopt and implement, and if necessary, amend the Market Procedures for the following purposes:

   a) the implementation and application of the Regional Market Rules;

   b) the administration of the Market; and

   c) the clarification of the interpretations and methodologies to be adopted in the application of the Regional Market Rules.

[5] The SMO may also initiate a process of modification of these WTSAUP to accommodate changes and improvements in resources of energy and technologies, following the consultation and approval procedure provided for in Article 8 of the Regional Market Rules.

[6] In addition, the Regional Market Rules provide in Article 30 for access to transmission capacity and in Article 31 for payments for transmission services.

[7] The development of procedures for access, use and payment of transmission services at the regional level and their approval by ERERA are among the conditions precedent for the effective functioning of the regional electricity market; given that, once the phase 1 of the regional market commences, any new contract for the purchase and sale of energy between the Market Participants shall be executed by paying a wheeling service charge according to the transmission Tariff Methodology approved by ERERA Resolution No. 006/ERERA/15 on 18th August 2015 in implementation of Article 31.3 of the Regional Market Rules.
PART I. COMMON SERVICE PROVISIONS

Article 1. Definitions and Interpretation

1.1. Definitions

(a) Unless the context indicates otherwise, words beginning with upper case used in this WAPP Transmission Service Access and Use Procedures (WTSAUP), including the Schedules and Attachments shall have the corresponding meaning set out below. Any term used herein and not otherwise defined shall have the meaning given to that term in the Regional Market Rules or the WAPP Operation Manual.

(b) All costs and prices indicated in this WTSAUP are denominated in United States Dollars (US$).

<table>
<thead>
<tr>
<th>“Ancillary Service”</th>
<th>Any service necessary to support the transmission of capacity and energy from resources to loads while maintaining secured and reliable operation of the transmission systems in accordance with Good Utility Practice.</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Annual Revenue Requirement”</td>
<td>The total annual cost of the Transmission System for purposes of revenue distribution. The Annual Revenue Requirement shall be the amount specified in ATTACHMENT H, as approved or modified by ERERA.</td>
</tr>
<tr>
<td>“Application”</td>
<td>An official request by a Market Participant for transmission service pursuant to the provisions of the WTSAUP.</td>
</tr>
<tr>
<td>“Available Transfer Capacity” or “ATC”</td>
<td>The measure of the transfer capability remaining in the physical transmission network for further commercial activity over and above already committed uses.</td>
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<tr>
<td>“Capacity Reserved”</td>
<td>The maximum amount of capacity that the SMO agrees to transmit for the Transmission Customer over the WAPPITS between the Point of Receipt and the Point of Delivery under Part II of the WTSAUP. Capacity Reserved shall be expressed in terms of whole megawatts on sixty (60) minutes-interval (commencing on the clock hour) basis.</td>
</tr>
<tr>
<td>“Completed Application”</td>
<td>An Application that includes and satisfies all of the information and other requirements of the WTSAUP, including any required deposit and charges as per SCHEDULE1.</td>
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<tr>
<td>“Control Area”</td>
<td>An electric power system or combination of electric power systems to which a common automatic generation control (AGC) scheme is applied in order to: ✓ match, at all times, the power output of the generators within the electric power system and energy purchased from</td>
</tr>
</tbody>
</table>

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| **“Curtailment”** | A reduction in firm or non-firm transmission service in response to a transmission capacity shortage as a result of system reliability conditions. |
| **“Dedicated Customer Facilities”** | Facilities or portions of facilities that are constructed by any Transmission Operator for the sole use or benefit of a particular Transmission Customer or a particular group of customers or a particular Generation Interconnection Customer requesting service under the WTSAUP. The Dedicated Customer Facilities shall be specified in the Service Agreements that govern service to the Transmission Customer and Generation Interconnection Customer and shall be subject to ERERA’s approval. |
| **“Delivering Party”** | The Party supplying capacity and energy to be transmitted at Point of Receipt. |
| **“Designated Agent”** | Any entity that performs actions or functions required under the WTSAUP on behalf of the SMO. A Transmission Operator, an Eligible Transmission Service Customer, or the Transmission Customer. |
| **ECOWAS Regional Electricity Regulatory Authority or “ERERA”** | A Specialized Institution of ECOWAS established by the Supplementary Act A/SA.2/1/08 of 18 January 2008 and charged with regulating the regional electricity market as defined by Regulation C/REG.27/12/07 on the Composition, Organization, Functions and Operation of the ECOWAS Regional Electricity Regulatory Authority – ERERA |
| **“Effective Date”** | The date(s) determined by ERERA in consultation with the SMO for the start of Short-Term Firm and Non-Firm Point-To-Point Transmission Service and the start of Long-Term Firm Point-To-Point Transmission Service. |
| **“Eligible Transmission Service Customer”** | Any electricity company (including the Transmission Operator, national transmission service provider, bulk power buyer and any power marketer), or any person generating electric energy for sale or resale, who shall be a registered as West African electricity market participant. |
| **"Facilities Study"** | An engineering study conducted by the SMO in collaboration with the affected Transmission Operator to determine the required modifications to the Transmission System, including the cost and scheduled completion date for such modifications, that will be required to provide the requested transmission service or generation interconnection. The SMO shall have the ultimate responsibility for any such studies. However, the SMO's final decision must be consistent with Good Utility Practice (Facility studies for any facilities not under the operational control of the SMO shall be performed by the Transmission Operator or any entity it designates to perform the studies). |
| **"Feasibility Study"** | A coordinated preliminary determination conducted by the SMO in collaboration with the affected Transmission Operator of the Interface Facilities, other Dedicated Customer Facilities, and system upgrades that are needed to accept power into the grid at the interconnection receipt point, that will be necessary to accommodate a Generation Interconnection Request made under ATTACHMENT V. |
| **"Firm Point-To-Point Transmission Service"** | Transmission Service under this WTSAUP that is reserved and/or scheduled between specified Points of Receipt and Points of Delivery pursuant to Part II of this WTSAUP and is not subject to Interruption. |
| **"Force Majeure Event"** | any act, event or occurrence or combination thereof, for which a Party claims relief under Article 10 (Force Majeure and Indemnification) of the WTSAUP ("Claiming Party") and:
(a) is beyond a Claiming Party's reasonable control;
(b) was not foreseeable or, if foreseeable, could not have been (including by reasonable anticipation) avoided or overcome by the Claiming Party having taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such act, event or occurrence or combination thereof on the Claiming Party's ability to perform its obligations under the WTSAUP and to mitigate the consequences of such circumstances;
(c) could not have been (including by reasonable anticipation) or cannot reasonably be avoided or overcome by the Claiming Party, any of its direct or indirect contractors and/or Affiliates exercising Prudent Operating Practices and Reasonable Efforts, having taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Claiming Party's ability to perform its obligations under the WTSAUP and to mitigate the consequences of such circumstances; and |
(d) prevents, hinders or delays a Claiming Party in its performance of any (or any part) of its obligations under, or in connection with the WTSAUP.

A Force Majeure includes, but is not limited to, the following:

(a) acts of war (whether declared or undeclared), armed conflict, civil unrest or insurrection, blockade, embargo, riot, sabotage, acts of terrorism or the specific threats of such acts or events, or conditions attributable to such acts or events;

(b) strike, work slowdown, lockout or other industrial disturbance or labour dispute that are widespread, nationwide or regional;

(c) fire, earthquake, cyclone, hurricane, flood, drought, storms, navigational and maritime perils, or other acts of God; and

(d) ionising radiation or contamination, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component.

Where a Force Majeure Event is directly or indirectly as a result of negligence, wilful misconduct or default of a Claiming Party, including breach by the Claiming Party of any of its obligations under the WTSAUP, it will not constitute a Force Majeure Event.

For the avoidance of doubt, the following events or circumstances shall not constitute a Force Majeure Event:

(a) late delivery to the Seller of machinery, equipment, materials, spare parts or consumables in relation to the facility for satisfying the required service, save where such late delivery is itself due to a Force Majeure Event;

(b) a delay in the performance of any contractor, save where such delay is itself due to a Force Majeure Event;

(c) any breakdown in equipment related to the facility for satisfying the required service, save where such breakdown is itself due to a Force Majeure Event;

(d) unavailability of funds; and

(e) normal wear and tear or flaws or defects in materials and equipment related to the facility for satisfying the required service.

<p>| &quot;Generation Interconnection Agreement&quot; | An agreement executed by the Generation Interconnection Customer, the SMO, and the Transmission Operator to connect a generating unit to the Transmission System or to increase the capacity of a generating unit that is connected to the Transmission System. |
| <strong>“Generation Interconnection Customer”</strong> | Any electricity company that submits a Generation Interconnection Request under ATTACHMENT V. |
| <strong>“Generation Interconnection Request”</strong> | A request made by a Generation Interconnection Customer under ATTACHMENT V to connect a generating unit to the Transmission System or to increase the capacity of a generating unit that is connected to the Transmission System. |
| <strong>“Generation Operator”</strong> | Any person whose generation facilities, as owned and/or operated, are connected to the WAPPITS. |
| <strong>“Good Utility Practice”</strong> | 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 acceptable practices, methods, or acts generally accepted in the electrical industry. |
| <strong>“Grandfathered Agreements or Grandfathered Transactions”</strong> | Grandfathered agreements or transactions include (i) long term firm transmission service under transmission agreements executed before the Effective Date of the WTSAUP; (ii) transmission service under bundled wholesale contracts (which reserve transmission as part of the contract); (iii) Short-Term Firm Point-to-Point Transmission Service and Non-Firm Point-to-Point Transmission Service which were accepted and confirmed prior to the Effective Date; (iv) contracts executed before the Effective Date, regardless of term, entered into by the WAPP System and Market Operator on behalf of the WAPP Member electricity companies for the transmission of power or energy across transmission facilities owned and operated by the WAPP members. |
| <strong>“Interface Facilities”</strong> | Equipment that serve to interconnect a generating unit or a bulk load with a Transmission Operator’s transmission facilities. |
| <strong>“Interruption”</strong> | A reduction in Non-Firm Transmission Service due to economic reasons pursuant to Article 14.7. |
| <strong>“Load Shedding”</strong> | The systematic reduction of system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, frequency or voltage control considerations. |</p>
<table>
<thead>
<tr>
<th><strong>“Long-Term Firm Point-To-Point Transmission Service”</strong></th>
<th>Firm Point-To-Point Transmission Service under Part II of the WTSAUP with a term lasting more than one (1) year.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Market Procedures</strong></td>
<td>Means the Regional Electricity Market Procedures adopted by the ECOWAS Regional Electricity Regulatory Authority (ERERA) under Resolution No010/ERERA/17, on the 11th December 2017, as may be amended from time to time.</td>
</tr>
<tr>
<td><strong>“Native Load Customers”</strong></td>
<td>The wholesale and retail power customers of the Transmission Operator on whose behalf the Transmission Operator, by statute, franchise, regulatory requirement, or contract, has undertaken an obligation to construct or operate the Transmission Operator’s system to meet the reliable electric needs of such customers.</td>
</tr>
<tr>
<td><strong>“Network Upgrades”</strong></td>
<td>All or a portion of the modifications or additions to transmission-related facilities that are integrated with and support the overall Transmission System used by the SMO for the general benefit of all users of such Transmission System.</td>
</tr>
<tr>
<td><strong>“Next-Hour-Market Service”</strong></td>
<td>Non-firm transmission service that (a) is reserved for one clock hour and (b) is requested within sixty (60) minutes before the start of the next clock hour for service commencing at the start of that clock hour.</td>
</tr>
<tr>
<td><strong>“Non-Firm Point-To-Point Transmission Service”</strong></td>
<td>Point-To-Point Transmission Service under the WTSAUP that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Article 14.7 under Part II of this WTSAUP. Non-Firm Point-To-Point Transmission Service is available on a stand-alone basis for periods ranging from one hour to one month.</td>
</tr>
<tr>
<td><strong>“Operational penalty”</strong></td>
<td>Incentive to comply with the operating rules through an increment of the normal price of a given transmission service, for non-fulfilment of some contractual obligations related to the operation of the WAPPITS</td>
</tr>
<tr>
<td><strong>“Part I”</strong></td>
<td>Articles 1 through 12 of WTSAUP pertains to Definitions and Common Service Provisions.</td>
</tr>
<tr>
<td><strong>“Part II”</strong></td>
<td>Articles 13 through 27 of WTSAUP pertains to Point-To-Point Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.</td>
</tr>
<tr>
<td>“Part III”</td>
<td>Articles 28 through 30 of WTSAUP pertains to special provisions related to the applicability of the WTSAUP during and after the Transition Period with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.</td>
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<tr>
<td>“Party” or “Parties”</td>
<td>Any person that provides or receives services under the WTSAUP namely the SMO, a Transmission Operator or a Transmission Customer, either referred to severally (Party) or jointly (Parties).</td>
</tr>
<tr>
<td>“Point of Delivery”</td>
<td>Point of interconnection on the WAPPITS where capacity and energy transmitted by the SMO will be made available to the Receiving Party under Part II of the WTSAUP. The Point of Delivery shall be specified in the Service Agreement for all Point-To-Point Transmission Service.</td>
</tr>
<tr>
<td>“Point of Receipt”</td>
<td>Point of interconnection on the WAPPITS where capacity and energy will be made available to the SMO by the Delivering Party under Part II of the WTSAUP. The Point of Receipt shall be specified in the Service Agreement for all Point-To-Point Transmission Service.</td>
</tr>
<tr>
<td>“Point-To-Point Transmission Service”</td>
<td>The reservation and transmission of capacity and energy on either a firm or non-firm basis from the Point of Receipt to the Point of Delivery under Part II of the WTSAUP.</td>
</tr>
<tr>
<td>“Power Purchaser”</td>
<td>The entity that is purchasing the capacity and energy to be transmitted under the WTSAUP.</td>
</tr>
<tr>
<td>“Receiving Party”</td>
<td>The Party receiving the capacity and energy transmitted by the SMO to Point of Delivery.</td>
</tr>
<tr>
<td>“Regional Market Rules”</td>
<td>Means the regional market rules for West African Power Pool (WAPP) adopted by the ECOWAS Regional Electricity Regulatory Authority (ERERA) under Resolution No005/ERERA/15, on the 18th August 2015, as may be amended from time to time.</td>
</tr>
<tr>
<td>“Regional Transmission Group (RTG)”</td>
<td>A voluntary organization of Transmission Operators, transmission Users and other entities approved by the ERERA to efficiently coordinate transmission planning (and expansion), operation and use on a regional (and interregional) basis.</td>
</tr>
<tr>
<td>“Service Agreement”</td>
<td>The initial agreement and any amendments or supplements (thereto) or hitherto entered into by the Transmission Customer and the SMO for service under the WTSAUP.</td>
</tr>
<tr>
<td><strong>“Service Commencement Date”</strong></td>
<td>The date the SMO begins to provide service pursuant to the terms of an executed Service Agreement, or the date the SMO begins to provide service in accordance with Article 15.3 or Article 29.1 under the WTSAUP.</td>
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</tr>
<tr>
<td><strong>“Short-Term Firm Point-To-Point Transmission Service”</strong></td>
<td>Firm Point-To-Point Transmission Service under Part II of the WTSAUP with a term lasting up to one (1) year.</td>
</tr>
<tr>
<td><strong>“System and Market Operator” or “SMO”</strong></td>
<td>The regional institution responsible for regional market operation functions and additionally some system operation functions in the fields of coordinating flows and allocating transmission capacity. SMO acts as a regional transmission provider for and on behalf of Transmission Operators.</td>
</tr>
<tr>
<td><strong>“System Impact Study”</strong></td>
<td>A coordinated assessment conducted by the SMO in collaboration with the affected Transmission Operator of (i) the adequacy of the Transmission System to accommodate a request for either Firm Point-To-Point Transmission Service or (ii) to determine the Interface Facilities, other Dedicated Customer Facilities, and system upgrades that are needed to accept power into the grid at the interconnection receipt point, required to accommodate a request for generation interconnection in accordance with ATTACHMENT V and (iii) whether any additional costs may be incurred in order to provide transmission service or generation interconnection.</td>
</tr>
<tr>
<td><strong>“Third-Party Sale”</strong></td>
<td>Any sale or resale to a power purchaser whose load is not part of the WAPPITS.</td>
</tr>
<tr>
<td><strong>“Transition Period”</strong></td>
<td>The period given to the market stakeholders to comply with this WTSAUP from its adoption up to the period indicated in Article 29.</td>
</tr>
<tr>
<td><strong>“Transmission Customer”</strong></td>
<td>Any Eligible Transmission Service Customer (or its Designated Agent) that executes a Service Agreement. This term is used in the Part I Common Service Provisions to include customers receiving transmission service under Part II of this WTSAUP.</td>
</tr>
<tr>
<td><strong>“Transmission Operator”</strong></td>
<td>Any person whose transmission facilities, as owned and/or operated make up the WAPPITS.</td>
</tr>
<tr>
<td><strong>“Transmission Service”</strong></td>
<td>Point-To-Point Transmission Service provided under Part II of the WTSAUP on a firm or non-firm basis.</td>
</tr>
<tr>
<td><strong>“Transmission System”</strong></td>
<td>The WAPPITS’ facilities used by the SMO to provide transmission service under the WTSAUP and are reflected in the rates for Long-Term Firm, Short-Term Firm and Non-Firm Point-to-Point Transmission Service under the WTSAUP as stated in ATTACHMENTS H and T.</td>
</tr>
<tr>
<td><strong>“Transmission System Transaction Peak”</strong></td>
<td>The maximum effective usage of the synchronous interconnected Transmission System in a calendar month.</td>
</tr>
<tr>
<td><strong>“Transmission Tariff Methodology”</strong></td>
<td>The transmission tariff methodology for the West African Power Pool adopted by the ECOWAS Regional Electricity Regulatory Authority under Resolution No006/ERERA/15, on the 18th August 2015, as may be amended from time to time.</td>
</tr>
<tr>
<td><strong>“Users”</strong></td>
<td>Transmission Customers or other entities that are parties to transactions under the WTSAUP.</td>
</tr>
<tr>
<td><strong>“WAPP”</strong></td>
<td>The West African Power Pool.</td>
</tr>
<tr>
<td><strong>“WAPP Articles of Agreement”</strong></td>
<td>The West African Power Pool membership agreement that a prospective electricity company must execute to become a WAPP member.</td>
</tr>
<tr>
<td><strong>“WAPP Operation Manual”</strong></td>
<td>Means the operation manual of the West African Power Pool adopted by ECOWAS Regional Electricity Regulatory Authority (ERERA) under Resolution No007/ERERA/15 on the 29th September 2015, as may be amended from time to time.</td>
</tr>
<tr>
<td><strong>“WAPP Region”</strong></td>
<td>The geographic area of the WAPPITS in ECOWAS.</td>
</tr>
<tr>
<td><strong>“West African Electricity Market Information System (WAEMIS)”</strong></td>
<td>The information system and standards of conduct for information collection and sharing in the Regional Electricity Market.</td>
</tr>
<tr>
<td><strong>“West Africa Power Pool Interconnected Transmission System (WAPPITS)”</strong></td>
<td>The transmission lines that form the regional transmission network defined as so and agreed by the countries. These lines are the regional interconnectors, the regional lines owned by special purpose companies and the transmission lines of the domestic systems designated as forming part of the regional transmission network.</td>
</tr>
<tr>
<td><strong>“Wholesale Distribution Service”</strong></td>
<td>The provision of distribution service over a Transmission Operator’s Distribution Facilities necessary to effectuate a transaction under this WTSAUP. To the extent, such service is required; it shall be specified in the Service Agreement for the associated service being provided under the WTSAUP. The charges for Wholesale Distribution Service are referred to in SCHEDULE 10.</td>
</tr>
</tbody>
</table>
"WTSAUP" | These WAPP Transmission Service Access and Use Procedures (WTSAUP).
---|---
"Zone" | The geographic area of the facilities of a Transmission Operator or a specific combination of Transmission Operators as specified in SCHEDULES 7, 8, and 9.

1.2. Interpretation

(a) The following principles of interpretation apply to these WTSAUP unless otherwise indicated:

(i) Terms defined in the Regional Market Rules, and the WAPP Operation Manual not otherwise defined in this Article 1, have the meanings given to them in the Regional Market Rules, and the WAPP Operation Manual (as applicable).

(ii) If a provision of these WTSAUP is inconsistent with a provision of the Regional Market Rules or the WAPP Operation Manual, the Regional Market Rules or the WAPP Operation Manual (as the case may be) will prevail to the extent of the inconsistency.

(iii) If a provision of these WTSAUP on tariff conditions, is inconsistent with a provision of the Transmission Tariff Methodology, the Transmission Tariff Methodology (as the case may be) will prevail to the extent of the inconsistency.

(iv) References to time are references to the Coordinated Universal Time (UTC) in 24 Hour time format.

(v) A reference to any person includes that person's successors in respect of the assets, liabilities, function or activity to which that reference relates.

(vi) If a period of time is specified in days from a given day, it is to be calculated exclusive of that day.
Article 2. Initial Allocation and Renewal Procedure

2.1. Initial Allocation of Available Transfer Capacity (ATC)

(a) For purposes of determining whether existing capability on the WAPPITS is adequate to accommodate a request for firm service under this WTSAUP, all Completed Applications for new firm transmission service received during the initial sixty (60) day period commencing with the Effective Date will be deemed to have been filed at the same time. A lottery system conducted by the SMO shall be used to assign priorities for Completed Applications filed at the same time.

(b) All Completed Applications for Firm Point-To-Point Transmission Service received after the initial sixty (60) days-period shall be assigned a priority pursuant to Article 13.2.

2.2. Reservation Priority For Existing Firm Service Customers

(a) Transmission Service Customers owning an interconnecter with a neighbouring country have the right to execute with the SMO a firm Transmission Service Agreement of unlimited term for the exchanges with its neighbour through that interconnecter. The Capacity Reserved of such contract for the next year “n+1” shall be declared to the SMO in October of year “n”. However, such Transmission Service Customer when it uses the WAPPITS will be subject to the payment of transmission fee and levy in case of non-Grandfathered Transaction.

(b) The existing firm transmission service customers (wholesale requirements and transmission-only, with a contract term of one-year or more, and retail) with non-Grandfathered Transactions, have the right to continue to take transmission service from the SMO when the contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase capacity and energy from the Transmission Operator or elects to purchase capacity and energy from another supplier. The existing customer must notify the SMO no later than sixty (60) days prior to the end of the term of its firm transmission contract that it is exercising its transmission reservation priority; otherwise, it shall forfeit the transmission reservation priority associated with the contract.

(c) If at the time of this notification, the WAPPITS cannot accommodate all of the requests for transmission service, the existing firm service customer with non-Grandfathered Transaction must agree to accept a contract term at least equal to the longest term competing request by any new Eligible Transmission Service Customer and to pay the current just and reasonable rate, as approved by ERERA, for such service. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised in the manner specified above at the end of all firm contract terms of one-year or longer. This reservation priority only applies to the facilities of the Transmission Operator where such facility costs have been included as part of the firm service rates that the firm service customer has been paying. If competing existing firm service requirements customers apply for service that cannot be fully provided, the priority rights will be ranked in accordance with first-come first-served principles. If firm service customers tie, then the capacity for which they receive priority rights under this WTSAUP shall be apportioned on a pro rata basis.
Article 3. Ancillary Services

(a) As shown on SCHEDULES 1 and 2, the SMO will provide Scheduling and WTSAUP Administration Service and will facilitate and arrange for the supply of Reactive Supply and Voltage Control from Generation Sources Service.

(b) In order to allow the SMO to arrange for service of reactive supply and voltage control from generation sources, each Transmission Operator shall maintain a schedule for offering such service.

(c) All Transmission Customers are required to purchase these two services from the SMO based on the charges in SCHEDULES 1 and 2. In addition, the Transmission Operators will continue to provide Scheduling, System Control and Dispatch Services related to transmission service under this WTSAUP. Each Transmission Operator must maintain a schedule showing the charges for such services. Any amounts charged to the SMO by a Transmission Operator for such service shall be passed through to the Transmission Customer without mark-up.

(d) Each Transmission Operator's schedules for Scheduling, System Control and Dispatch Service and for Reactive Supply and Voltage Control from Generation Sources Service shall be available through the SMO's WAEMIS.

(e) Each Transmission Operator also shall maintain schedules which offer (1) Regulation and Frequency Response Service, (2) Energy Imbalance Service, (3) Operating Reserve - Spinning Reserve Service, and (4) Operating Reserve - Supplemental Reserve Service.

(f) Transmission Customers shall pay the SMO for providing any of these services directly for the service. Each Transmission Operator's schedules for these services also shall be available through SMO's WAEMIS. However, a Transmission Customer serving load within a Transmission Operator's Control Area is required to acquire these four Ancillary Services, whether from the Transmission Operator, or from a third party, or by self-supply.

(g) The Transmission Customer may not decline the Transmission Operator's offer of Ancillary Services unless it demonstrates that it has acquired the Ancillary Services from another source. The Transmission Customer must list in its Application which Ancillary Services it will purchase from the Transmission Operator. The SMO shall determine whether the Transmission Customer has adequately demonstrated that it has acquired the Ancillary Services from another source.

(h) If the SMO determines that the Transmission Customer is taking Ancillary Services that it has not paid for from an WAPP Member or otherwise has not made adequate arrangements for Ancillary Services, then the SMO may impose an Operational penalty equal to 200% of the specific Ancillary Service charge for the host Control Area (i.e. the Control Area where the load is located) for the entire length of the reserved period but not exceeding one month. The SMO shall compensate any affected Control Areas or Generation Operators for 100% of the specific Ancillary Service charge for the period for which they have provided service. The modalities for the use of the Operational penalty revenues shall be determined by ERERA.
Article 4. West African Electricity Market Information System (WAEMIS)

(a) The West African Electricity Market Information System (WAEMIS) is a real-time information-sharing platform that enables participants in the Regional Electricity Market to access market information including the transmission costs of all market participants.

(b) Terms and conditions regarding the West African Electricity Market Information System shall be in accordance with Chapter IV and Chapter VII of the Market Procedures.

(c) In the event the Available Transfer Capacity (ATC) as posted on the WAEMIS is insufficient to accommodate a request for firm transmission service, additional studies may be required as provided by this WTSAUP pursuant to Article 19.

Article 5. Alternative Procedures for Requesting Transmission Service

Reserved

Article 6. Reciprocity

(a) A Transmission Customer receiving transmission service under this WTSAUP shall provide to all the Transmission Operators, comparable transmission service that it is capable of providing, on similar terms and conditions, over facilities used for the transmission of electric energy in the regional electricity market, owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy in the regional electricity market, owned, controlled or operated by the Transmission Customer’s corporate affiliates.

(b) A Transmission Customer that is a member of a Regional Transmission Group receiving transmission service under this WTSAUP shall provide to the members of such Regional Transmission Group comparable transmission service, on similar terms and conditions, over facilities used for the transmission of electric energy in the regional electricity market, owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy in the regional electricity market, owned, controlled or operated by the Transmission Customer’s corporate affiliates.

(c) This reciprocity requirement applies not only to the Transmission Customer that obtains transmission service under the WTSAUP, but also to all Parties to a transaction that involves the use of transmission service under the WTSAUP, including the power seller, buyer and any intermediary, such as a power marketer.

(d) This reciprocity requirement also applies to any Eligible Transmission Service Customer that owns, controls or operates transmission facilities that uses an intermediary, such as a power marketer, to request transmission service under the WTSAUP. If the Eligible Transmission Service Customer does not own, control or operate transmission facilities, it must include in its Application a sworn statement of one of its duly authorized officers or other representatives that the purpose of its
Application is not to assist an Eligible Transmission Service Customer to avoid the requirements of this provision.

**Article 7. Billing and Payment**

7.1. Billing Procedure

(a) Within a reasonable time after the first day of each month, the SMO shall submit an invoice to the Transmission Customer for the charges for all services furnished under the WTSAUP during the preceding month. The invoice shall be paid by the Transmission Customer within forty-five (45) days of receipt. All payments shall be made by wire transfer to a bank named by the SMO. Invoices may be issued using estimated data, to the extent actual data is not available by the fifth (5th) working day of the month following service. Adjustments reflecting the difference in billing between the estimated and actual data will be included on the next regular invoice, with such adjustment being due when that invoice is due.

(b) Any other corrections found to be necessary will be made on the next regular monthly invoice.

(c) Bills will be adjusted to correct for all provable meter errors. Billing adjustments for reasons other than (a) the replacement of estimated data with actual data for service provided, or (b) provable meter error, shall be limited to those corrections and adjustments found to be appropriate for such service within one year after rendition of the bill reflecting the actual data for such service.

(d) Adjustments shall be made for any billing with a variation of + or - 2% on the billing for the relevant period for an individual Transmission Customer or any aggregation thereof. At its sole discretion, the SMO may make billing adjustments for lesser amounts.

7.2. Interest on Unpaid Balances

Interest on any unpaid amounts (including amounts placed in escrow) shall be calculated in accordance with the rate of the bank named by the SMO for the payment. Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment.

7.3. Customer Default

(a) In the event the Transmission Customer fails, for any reason other than a billing dispute as described below (including insufficiency of payment guarantee), to make payment to the SMO on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the SMO notifies the Transmission Customer to cure such failure, a default by the Transmission Customer shall be deemed to exist. Upon the occurrence of a default, the SMO may initiate a proceeding with ERERA to terminate service but shall not terminate service until ERERA approves any such request.
(b) In the event of a billing dispute between the SMO and the Transmission Customer, the SMO will 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 SMO will have the right to suspend the service after expiry of sixty (60) days’ notice as specified in the written notice.

(c) Upon the occurrence of a suspension, the SMO may initiate a proceeding with ERERA to terminate service but shall not terminate service until ERERA approves any such request.

Article 8. Accounting for Use of the WTSAUP
The SMO and a Transmission Operator shall record the following amounts, as outlined below, where applicable.

8.1. Reserved

8.2. Study Costs and Revenues
(a) The SMO and each Transmission Operator shall include in a separate transmission operating expense account or subaccount, costs properly chargeable to expense that are incurred in the performance of any System Impact Studies or Facilities Studies which the SMO and/or the Transmission Operator conduct or is involved in to determine if construction of new facilities or upgrades are required for the use of the Transmission Operator, including third party sales under the WTSAUP.

(b) The SMO and each Transmission Operator shall include in a separate operating revenue account or subaccount the revenues the SMO and Transmission Operator received for its role in conducting such System Impact Studies or Facilities Studies.

Article 9. Regulatory Filings
(a) Nothing contained in the WTSAUP or any Service Agreement shall be construed as affecting in any way the right of the SMO or Transmission Operators to unilaterally make application to ERERA for a change in rates, terms and conditions, charges, classification of service, Service Agreement, rule or regulation.

(b) However, the SMO and the Transmission Operators are restricted in their ability to make certain changes as detailed in the Regional Market Rules and other regional electricity market regulations.

(c) Nothing contained in the WTSAUP or any Service Agreement shall be construed as affecting in any way the ability of any Party receiving service under the WTSAUP to
exercise its rights under the ECOWAS Energy Protocol or Regional Market Rules and pursuant to the ERERA regulations.

**Article 10. Force Majeure and Indemnification**

10.1. Force Majeure

(a) In the occurrence of a Force Majeure Event, neither the SMO, the Transmission Operator, nor the Transmission Customer will be considered in default as to any obligation under this WTSAUP if prevented from fulfilling the obligation due to Force Majeure Event. However, a Party whose performance under this WTSAUP is hindered by a Force Majeure Event shall make all reasonable efforts to perform its obligations under this WTSAUP.

(b) If a Force Majeure Event occurs, the Party claiming the Force Majeure Event shall inform in writing the SMO of its inability to meet its obligations, within 15 minutes of becoming aware of the event, and the SMO shall subsequently inform all market participants of the event within the following 30 minutes.

10.2. Indemnification

(a) The Transmission Customer shall at all times indemnify, defend, and save the SMO and Transmission Operator harmless from, any and all damages, losses, claims, including claims and actions relating to injury 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 SMO’s or Transmission Operator’s performance of obligations under this WTSAUP on behalf of the Transmission Customer, except in cases of negligence or intentional wrongdoing by the SMO or a Transmission Operator.

(b) If the SMO engages in negligence or intentional wrongdoing, but the Transmission Operator does not, that will not affect the indemnification of the Transmission Operator under this Article 10.2 and vice-versa.

**Article 11. Creditworthiness**

(a) For the purpose of determining the ability of the Transmission Customer to meet its obligations related to service hereunder, the SMO may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices. The SMO shall develop such creditworthiness standards and publish them on the WAEMIS.

(b) In addition, the SMO may require the Transmission Customer to provide and maintain in effect during the term of the Service Agreement, an unconditional and irrevocable letter of credit (a bank guaranty) as security to meet its responsibilities and obligations under the WTSAUP, or an alternative form of security proposed by the Transmission Customer and acceptable to the SMO and consistent with commercial practices that protect the SMO against the risk of non-payment.
Article 12. Dispute Resolution

(a) Any dispute between a Transmission Customer and the SMO involving transmission service under the WTSAUP (excluding applications for rate changes or other changes to the WTSAUP, or to any Service Agreement entered into under the WTSAUP, which shall be presented directly to ERERA for resolution) shall be referred to a designated senior representative of the SMO and a senior representative of the Transmission Customer for resolution on an informal basis as promptly as practicable.

(b) In the event the designated representatives are unable to resolve the dispute within thirty (30) days, the Parties shall resolve the dispute in accordance with the provision of Article 40 of the Regional Market Rules.

(c) Nothing in this Article shall restrict the rights of any Party to file a Complaint with ERERA under relevant provisions of the Regional Market Rules.
PART II. POINT-TO-POINT TRANSMISSION SERVICE

Preamble
The SMO will provide Firm and Non-Firm Point-To-Point Transmission Service pursuant to the applicable terms and conditions of this WTSAUP. Point-To-Point Transmission Service is for the receipt of capacity and energy at designated Point of Receipt and the transmission of such capacity and energy to designated Point of Delivery.

Article 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
(a) Long-Term Firm Point-To-Point Transmission Service shall be available on a first-come, first-served basis, in the chronological sequence in which each Transmission Customer has reserved service without prejudice to Article 2.1 of the WTSAUP related to Initial Allocation of Available Transfer Capacity (ATC).

(b) Reservations for Short-Term Firm Point-To-Point Transmission Service will be conditional based upon the length of the requested transaction, the capacity of the requested transaction and relative impact on Available Transfer Capacity (ATC).

(c) If the Transmission System becomes oversubscribed, requests for longer term service may on the basis of system security and in a non-discriminatory and transparent manner, pre-empt requests for shorter term service up to the following deadlines: one (1) day before the commencement of daily service, one (1) week before the commencement of weekly service, and one (1) month before the commencement of monthly service. This right of pre-emption only applies, however, if the longer-term service involves the same Points of Receipt and Delivery as the shorter-term service. Before the conditional reservation deadline, if Available Transfer Capacity (ATC) is insufficient to satisfy all Applications, a Transmission Customer with a reservation for shorter-term service has the right of first refusal to match any longer term reservation before losing its reservation priority.

(d) A longer term competing request for Short-Term Firm Point-To-Point Transmission Service will be granted if the Transmission Customer with the right of first refusal does not agree to match the competing request within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in Article 13.8 from being notified by the SMO of a longer-term competing request for Short-Term Firm Point-To-Point Transmission Service.

(e) After the conditional reservation deadline, service will commence pursuant to the terms of Part II of the WTSAUP. Firm Point-To-Point Transmission Service will always have a reservation priority over Non-Firm Point-To-Point Transmission Service under the WTSAUP or non-firm transmission service under Grandfathered Agreements.
(f) All Long-Term Firm Point-To-Point Transmission Service will have equal reservation priority with Native Load Customers. Reservation priorities for existing firm service customers are provided in Article 2.2.

13.3. Use of Firm Transmission Service by the Transmission Operators in Third Party Sales

Each Transmission Operator shall be subject to the rates, terms and conditions of Part II of the WTSAUP when making Third-Party Sales under (i) agreements executed on or after the Effective Date of the WTSAUP or (ii) agreements executed prior to the aforementioned date that ERERA requires the price in the agreements to be unbundled after the Effective Date of the WTSAUP.

13.4. Service Agreements

(a) The SMO shall offer a standard form Firm Point-To-Point Transmission Service Agreement (ATTACHMENT A) to an Eligible Transmission Service Customer when it submits a Completed Application for long or short term Firm Point-To-Point Transmission Service pursuant to the WTSAUP. Transactions under the Short-Term Firm Point-To-Point Transmission Service Agreement shall be arranged by providing the information listed in Article 17.2 of the WTSAUP and on the confirmation sheet contained in ATTACHMENT Q.

(b) Executed Service Agreements that contain the information required under the WTSAUP shall be filed with ERERA in compliance with applicable regional electricity market regulations.

13.5. Transmission Customer Obligations for Facility Additions or Redispatch Costs

(a) In cases where the SMO determines that the Transmission System is not capable of providing Firm Point-To-Point Transmission Service without (i) degrading or impairing the reliability of service to Native Load Customers, and other Transmission Customers taking Firm Point-To-Point Transmission Service, or (ii) interfering with a Transmission Operator's ability to meet prior firm contractual commitments to others, the relevant Transmission Operator will be obligated to expand or upgrade its Transmission System pursuant to the terms of Article 15.4 of the WTSAUP. The Transmission Customer must agree to pay the SMO on behalf of the Transmission Operator for any necessary transmission facility additions pursuant to the terms of Article 27 of the WTSAUP.

(b) To the extent a system constraint can be relieved more economically by redispatching electric generating resources than through constructing Network Upgrades, the procedures in ATTACHMENT K shall apply, provided that the Eligible Transmission Service Customer agrees to compensate the SMO pursuant to the terms of Article 27 of the WTSAUP. Any redispatch, Network Upgrade or Dedicated Customer Facilities costs to be charged to the Transmission Customer on an incremental basis under the WTSAUP will be specified in the Service Agreement prior to initiating service.
13.6. Curtailment of Firm Transmission Service

(a) In the event that a Curtailment on the WAPPITS, or a portion thereof, is required to maintain reliable operation of such System and the systems directly and indirectly connected with it, Curtailments will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint. The SMO may elect to implement such Curtailments pursuant to the Transmission Loading Relief procedures specified in ATTACHMENT R. If multiple transactions require Curtailment, to the extent practicable and consistent with Good Utility Practice, the SMO will curtail (or cause to be curtailed) service to Transmission Customers taking Firm Point-To-Point Transmission Service on a basis comparable to the Curtailment of service to the Transmission Operator's Native Load Customers, and to transmission customers taking firm transmission service under Grandfathered Agreements. All Curtailments will be made on a non-discriminatory basis; however, Non-Firm Point-To-Point Transmission Service as well as any non-firm transmission service provided under Grandfathered Agreements shall be subordinate to Firm Point-To-Point Transmission Service.

(b) When the SMO determines that an electrical emergency exists on the Transmission System and implements emergency procedures to curtail Firm Transmission Service, the Transmission Customer shall make the required reductions upon request of the SMO. However, the SMO reserves the right to Curtail or to effect the Curtailment of, in whole or in part, any Firm Transmission Service provided under the WTSAUP when, in the SMO's sole discretion, an emergency or other unforeseen condition impairs or degrades the reliability of the Transmission System. The SMO will notify all affected Transmission Customers in a timely manner of any scheduled Curtailments. In the event that a Transmission Customer fails to cease or reduce service in response to a directive by the SMO through a Control Area Centre (CAC) or a National Control Centre (NCC), the Transmission Customer shall pay any applicable charges and the following Operational penalty (in addition to the charges for all of the firm capacity used): 200% of the Firm Point-to-Point Transmission Service charge for the entire length of the reserved period but not exceeding one month. This Operational penalty shall apply only to the portion of the service that the Transmission Customer fails to curtail in response to a Curtailment directive. The modalities for the use of the Operational penalty revenues shall be determined by ERERA.

13.7. Classification of Firm Transmission Service

(a) The Transmission Customer taking Firm Point-To-Point Transmission Service may (i) change its Points of Receipt and Points of Delivery to obtain service on a non-firm basis consistent with the terms of Article 22.1 of the WTSAUP or (ii) request a modification of the Points of Receipt or Points of Delivery on a firm basis pursuant to the terms of Article 22.2 of the WTSAUP.

(b) The Transmission Customer may purchase transmission service to make sales of capacity and energy from multiple generating units that are on the WAPPITS. For such a purchase of transmission service, the resources will be designated as multiple Points of Receipt, unless (i) the multiple generating units are at the same generating plant in which case the units would be treated as a single Point of Receipt, or (ii) the generating units or plants are in the same Control Area of a Transmission Operator in which case the units or plants also would be considered as a single Point of Receipt; provided, however, that generation which is dynamically
scheduled shall be considered as part of the Control Area where it is physically located. In the event of a change in the ownership or control of generation resources previously aggregated as a single Point of Receipt under this provision, such generation may be disaggregated and treated as multiple Points of Receipt, provided that all other terms of this WTSAUP and the Service Agreement are met.

(c) The SMO shall provide firm deliveries of capacity and energy from the Point of Receipt to the Point of Delivery. Each Point of Receipt at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Receipt. Points of Receipt and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. Each Point of Delivery at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Delivery.

(d) Points of Delivery and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. The greater of either (i) the sum of the capacity reservations at the Point of Receipt, or (ii) the sum of the capacity reservations at the Point of Delivery shall be the Transmission Customer's Capacity Reserved. The Transmission Customer will be billed for its Capacity Reserved under the terms of SCHEDULE 7. 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 Article 22. In the event that a Transmission Customer (including Third-Party Sales by a Transmission Operator) exceeds its firm Capacity Reserved at any Point of Receipt or Point of Delivery, the Transmission Customer shall pay on the additional capacity used the following Operational penalty (in addition to the applicable charges for all of the firm capacity actually used): 200% of the Firm Point-to-Point Transmission Service charge for the period for which the additional service was actually used. The charges for the additional service shall be based upon the duration of the period when the additional capacity was used. The SMO shall compensate the Transmission Operators for 100% of the Firm Point-to-Point Transmission Service charge for the period for which they have provided service. The modalities for the use of the Operational penalty revenues shall be determined by ERERA. For the amounts exceeding Capacity Reserved, the Transmission Customer also must pay or compensate for losses incurred as required by this WTSAUP.

13.8. Scheduling of Firm Point-To-Point Transmission Service

(a) All scheduling practices and schedules submitted by Transmission Customers will comply with applicable regional electricity market regulations. Transmission Customers shall submit all schedules electronically in a form specified by the SMO. Schedules for the Transmission Customer's Firm Point-To-Point Transmission Service must be submitted to the SMO in accordance with the times in ATTACHMENT P.

(b) Schedules submitted after the applicable time specified in ATTACHMENT P will be accommodated, if practicable. Hour-to-hour schedules of any capacity and energy
that is to be delivered must be stated in increments of 1,000 kW per hour. Transmission Customers within a Transmission Operator's service (or control) area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their service requests at a common Point of Receipt into units of 1,000 kW per hour for scheduling and billing purposes. Scheduling changes will be accommodated as provided in ATTACHMENT P.

(c) However, in the event of a system contingency such as a generation or transmission outage, or Curtailment or Interruption of transmission service, scheduling changes will be implemented as soon as practicable. The SMO will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (net of losses) and shall deliver the capacity and energy provided by the Delivering Party. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such Party shall immediately notify the SMO, and the SMO shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

Article 14. Nature of Non-Firm Point-To-Point Transmission Service

14.1. Term

Non-Firm Point-To-Point Transmission Service will be available for periods ranging from one (1) hour to one (1) month. However, a Purchaser of Non-Firm Point-To-Point Transmission Service will be entitled to reserve a sequential term of service (such as a sequential monthly term without having to wait for the initial term to expire 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 Article 18.3.

14.2. Reservation Priority

(a) Non-Firm Point-To-Point Transmission Service shall be available from transfer capability in excess of that needed for reliable service to Native Load Customers, and other Transmission Customers taking Long-Term and Short-Term Firm Point-To-Point Transmission Service and customers under other transmission procedures or agreements taking Firm Point-To-Point Transmission Service from the Transmission Operator.

(b) A higher priority will be assigned to reservations with a longer duration of service and higher capacity request, involving the same Points of Receipt and Delivery. In the event the Transmission System is constrained, competing requests of equal duration and capacity involving the same Points of Receipt and Delivery will be prioritized based on the highest price offered by the Transmission Customer for the Transmission Service; provided, however, this provision assigning priority based upon the highest price offered shall not affect the priority of transmission contracts not under this WTSAUP. Transmission Customers that have already reserved shorter-term service have the right of first refusal to match any longer term reservation before being pre-empted. A longer term competing request for Non-Firm Point-To-Point Transmission Service will be granted if the Transmission Customer with the right of first refusal does not agree to match the competing request: (i) immediately for hourly Non-Firm Point-To-Point Transmission Service after notification by the SMO; and (ii) within 24 hours (or earlier if necessary to comply
with the scheduling deadlines provided in Article 14.6) for Non-Firm Point-To-Point Transmission Service other than hourly transactions after notification by the SMO.

(c) Non-Firm Point-To-Point Transmission Service over secondary Point of Receipt and Point of Delivery will have the second lowest reservation priority under the WTSAUP, and Non-Firm Point-To-Point Transmission Service used for Next-Hour-Market Service will have the lowest reservation priority under the WTSAUP.

14.3. Use of Non-Firm Point-To-Point Transmission Service by the Transmission Operator for Third Party Sales

Each Transmission Operator shall be subject to the rates, terms and conditions of Part II of the WTSAUP when making Third-Party Sales under (i) agreements executed on or after the Effective Date of the WTSAUP or (ii) agreements executed prior to Effective Date that ERERA requires the price to be unbundled after the Effective Date of the WTSAUP.

14.4. Service Agreements

The SMO shall offer a standard form Non-Firm Point-To-Point Transmission Service Agreement (ATTACHMENT B) to an Eligible Transmission Service Customer when it first submits a Completed Application for Non-Firm Point-To-Point Transmission Service pursuant to the WTSAUP. Transactions under this Non-Firm Point-To-Point Transmission Service Agreement shall be arranged by providing the information on the confirmation sheet, which is contained in ATTACHMENT Q. Executed Service Agreements that contain the information required under the WTSAUP shall be filed with ERERA in compliance with applicable regional regulations.

14.5. Classification of Non-Firm Point-To-Point Transmission Service

(a) Non-Firm Point-To-Point Transmission Service shall be offered under terms and conditions contained in Part II of the WTSAUP. The SMO and Transmission Operators undertake no obligation under the WTSAUP to plan the 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 realization that such service is subject to availability and to Curtailment or Interruption under the terms of the WTSAUP.

(b) In the event that a Transmission Customer (including Third-Party Sales by a Transmission Operator) exceeds its non-firm capacity reservation, the Transmission Customer shall pay the following Operational penalty (in addition to the charges for all of the non-firm capacity used): 200% of the Non-Firm Point-to-Point Transmission Service Charge for the entire length of the reserved period not to exceed one month for the amount in excess of such capacity reservation. The SMO shall compensate the Transmission Operators for 100% of the Non-Firm Point-to-Point Transmission Service charge for the period for which they have provided service. The modalities for the use of the Operational penalty revenues shall be determined by ERERA. For the amounts exceeding the non-firm capacity reservation, the Transmission Customer must pay or compensate for losses incurred as required by this WTSAUP.
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, under SCHEDULE 8.

14.6. Scheduling of Non-Firm Point-To-Point Transmission Service

(a) All scheduling practices and schedules submitted by Transmission Customers will be consistent with applicable WAPP Criteria. Transmission Customers shall submit all schedules electronically in a form specified by the SMO. Schedules for Non-Firm Point-To-Point Transmission Service, other than for Next-Hour-Market Service, must be submitted to the SMO in accordance with the times in ATTACHMENT P.

(b) Schedules submitted after the applicable time specified in ATTACHMENT P will be accommodated if practicable. Schedules for Non-Firm Point To Point Transmission Service for Next-Hour-Market Service must be submitted to the SMO no later than 20 minutes and no earlier than 60 minutes before the start of the next clock hour. Schedules submitted less than 20 minutes prior to the start of the next clock hour will be accommodated, if practicable. Hour-to-hour schedules of energy that is to be delivered must be stated in increments of 1,000 kW per hour. Transmission Customers within a Transmission Operator’s service area (or Control Area) with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their schedules at a common Point of Receipt into units of 1,000 kW per hour.

(c) Scheduling changes will be accommodated in accordance with ATTACHMENT P. The SMO will furnish to the Delivering Party’s system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by the Delivering Party. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the SMO, and the SMO 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

(a) The SMO may curtail (or cause to be curtailed), in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the WTSAUP for reliability reasons when, an emergency or other unforeseen condition threatens to impair or degrade the reliability of the Transmission System or the systems directly or indirectly interconnected with WAPPITS. The SMO may elect to implement such Curtailments pursuant to the Transmission Loading Relief procedures specified in ATTACHMENT R. The SMO reserves the right to Interrupt (or to effect the Interruption of), in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the WTSAUP for economic reasons in order to accommodate:

(i) a request for Firm Transmission Service under this WTSAUP or for firm transmission service provided by a Transmission Operator under a Grandfathered Agreement;
(ii) a request for Non-Firm Point-To-Point Transmission Service, from the same Point of Receipt to the same Point of Delivery, of greater duration under this WTSAUP or for non-firm transmission of greater duration provided by a Transmission Operator under a Grandfathered Agreement;

(iii) a request for Non-Firm Point-To-Point Transmission Service, from the same Point of Receipt to the same Point of Delivery, of equal duration with a higher price under this WTSAUP or for non-firm transmission of equal duration, from the same Point of Receipt to the same Point of Delivery, with a higher price provided by a Transmission Operator under a Grandfathered Agreement.

(b) Point-to-Point Transmission Service for Next-Hour-Market Service will always have the lowest priority. The SMO also will discontinue or reduce service to the Transmission Customer to the extent that deliveries for transmission are discontinued or reduced at the Point(s) of Receipt.

(c) Where required, Curtailments or Interruptions will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint; however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Transmission Service under this WTSAUP or firm transmission service provided by a Transmission Operator under Grandfathered agreements. If multiple transactions require Curtailment or Interruption, to the extent practicable and consistent with Good Utility Practice, Curtailments or Interruptions will be made first to Next-Hour-Market Service and then to remaining transactions beginning with those transactions of the shortest term (e.g., hourly non-firm transactions will be Curtailed or Interrupted before daily non-firm transactions and daily non-firm transactions will be Curtailed or Interrupted before weekly non-firm transactions). Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have a higher priority than Next-Hour-Market Service, but will have a lower priority than any other Non-Firm Point-To-Point Transmission Service under the WTSAUP. The SMO will provide advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice.

(d) In the event that the Transmission Customer fails to cease or reduce service in response to a directive by the SMO, the Transmission Customer shall pay any applicable charges and the following Operational penalty (in addition to the charges for all of the non-firm capacity used): 200% of the Non-Firm Point-to-Point Transmission Service Charge for the entire length of the reserved period not to exceed one month. This Operational penalty shall apply only to the portion of the service that the Transmission Customer fails to curtail in response to a Curtailment directive. The modalities for the use of the Operational penalty revenues shall be determined by ERERA.
Article 15. Service Availability

15.1. General Conditions
The SMO shall provide Firm and Non-Firm Point-To-Point Transmission Service over, on or across the WAPPITS to any Transmission Customer that has met the requirements of Article 16.

15.2. Determination of Available Transfer Capacity (ATC)
A description of the SMO's specific methodology for assessing Available Transfer Capacity (ATC) posted on the SMO's WAEMIS is contained in ATTACHMENT C of the WTSAUP. In the event that sufficient transfer capability may not exist to accommodate a service request, the SMO will respond by offering to perform or cause to be performed a System Impact Study.

15.3. Initiating Service in the Absence of an Executed Service Agreement
If the SMO and the Transmission Customer requesting Firm or Non-Firm Point-To-Point Transmission Service cannot agree on all the terms and conditions of the Point-To-Point Service Agreement, the SMO shall file with ERERA, within thirty (30) days after the date the Transmission Customer provides written notification directing the SMO to file, an unexecuted Point-To-Point Service Agreement containing terms and conditions deemed appropriate by the SMO for such requested Transmission Service. The SMO shall commence providing Transmission Service subject to the Transmission Customer agreeing to (i) compensate the SMO at whatever rate ERERA ultimately determines to be just and reasonable, and (ii) comply with the terms and conditions of the WTSAUP including posting appropriate security deposits in accordance with the terms of Article 17.3.

15.4. Obligation to Provide Transmission Service that Requires Expansion or Modification of the Transmission System
(a) If the SMO determines that it cannot accommodate a Completed Application for Firm Point-To-Point Transmission Service because of insufficient capability on the Transmission System, the SMO and the affected Transmission Operator will use due diligence to expand or modify the Transmission System to provide the requested Firm Transmission Service, provided the Transmission Customer agrees to compensate the SMO on behalf of the Transmission Operator for such costs pursuant to the terms of Article 27. The SMO and the affected Transmission Operator(s) will conform to Good Utility Practice in determining the need for new facilities and in the design and construction of such facilities.

(b) The obligation applies only to those facilities that the affected Transmission Operator(s) has (have) the right to expand or modify.

15.5. Deferral of Service
The SMO may defer providing service until construction is completed of new transmission facilities or upgrades needed to provide Firm Point-To-Point Transmission Service whenever the SMO determines that providing the requested service would, without such new facilities or upgrades, impair or degrade reliability to any existing firm services.
15.6. Other Transmission Service Schedules

Eligible Transmission Service Customers receiving transmission service under Grandfathered Agreements may continue to receive transmission service under those agreements until such time as those agreements may be modified to comply with regional regulations.

15.7. Active Power Losses

Active power losses are associated with all transmission service. The applicable active power losses are as specified in accordance with ATTACHMENT M. As stated on SCHEDULES 7 and 8, the Transmission Customer shall pay or compensate for losses incurred in accordance with ATTACHMENT M.

Article 16. Transmission Customer Responsibilities

16.1. Conditions Required of Transmission Customers

Point-To-Point Transmission Service shall be provided under this WTSAUP 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 Article 11;

(c) The Transmission Customer shall have arrangements in place for any other transmission service necessary to effect the delivery from the generating source to the WAPPITS prior to the time service under Part II of the WTSAUP commences;

(d) The Transmission Customer agrees to pay for any facilities constructed and chargeable to such Transmission Customer under Part II of the WTSAUP, whether or not the Transmission Customer takes service for the full term of its reservation; and

(e) The Transmission Customer has executed a Point-To-Point Service Agreement or has agreed to receive service pursuant to Article 15.3.

16.2. Transmission Customer Responsibility for Third-Party Arrangements

Any scheduling arrangements that may be required by other electric systems shall be the responsibility of the Transmission Customer requesting service. The Transmission Customer shall provide, unless waived by the SMO, notification to the SMO identifying such systems and authorizing them to schedule the capacity and energy to be transmitted by the SMO pursuant to Part II of the WTSAUP on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However, the SMO will undertake reasonable efforts to assist the Transmission Customer in making such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.
Article 17. Procedures for Contracting 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 must contain a written Application to the SMO, at the designated address on the WAEMIS at least sixty (60) days in advance of the calendar month in which service is to commence. The SMO will consider requests for such firm service on shorter notice when feasible. 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 Article 17.5. All Firm Point-To-Point Transmission Service requests should be submitted by entering the information listed in Article 17.2 on the SMO's WAEMIS.

17.2. Completed Application
(a) A Completed Application shall provide all of the information, including but not limited to the following:
   (i) The identity, address, telephone number, facsimile number and e-mail address of the entity requesting service;
   (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Transmission Service Customer under the WTSAUP;
   (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 SMO will treat this information as confidential except to the extent that disclosure of this information is required by this WTSAUP, by regulatory or judicial order, by law or by statute, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information-sharing agreements. The SMO shall treat this information consistent with the standards of conduct relating to Confidentiality stated in the Regional Market Rules.
   (v) A description of the supply characteristics of the capacity and energy to be delivered;
   (vi) An estimate of the capacity and energy expected 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 WAPPITS; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement.

(b) The SMO shall treat this information consistent with the standards of conduct relating to Confidentiality stated in the Regional Market Rules.
17.3. Deposit
(a) A Completed Application for Firm Point-To-Point Transmission Service also shall include a deposit of either two month’s charge for Capacity Reserved or the full charge for Capacity Reserved for service requests of less than one month.

(b) If the Application is rejected by the SMO because it does not meet the conditions for service as set forth herein, or in the case of requests for service arising in connection with losing bidders in a Request For Proposals (RFP), said deposit shall be returned with interest, less any reasonable costs incurred by the SMO in connection with the review of the losing bidder’s Application. The deposit also will be returned with interest, less any reasonable costs incurred by the SMO if the SMO and the Transmission Operator are unable to complete new facilities needed to provide the service.

(c) If an Application is withdrawn or the Eligible Transmission Service Customer decides not to enter into a Service Agreement for Firm Point-To-Point Transmission Service, the deposit shall be refunded in full, without interest, less reasonable costs incurred by the SMO to the extent such costs have not already been recovered by the SMO from the Eligible Transmission Service Customer. The SMO will provide to the Eligible Transmission Service Customer a complete accounting of all costs deducted from the refunded deposit, which the Eligible Transmission Service Customer may contest if there is a dispute concerning the deducted costs.

(d) Deposits associated with construction of new facilities are subject to the provisions of Article 19. If a Service Agreement for Firm Point-To-Point Transmission Service is executed, the deposit, with interest, will be returned to the Transmission Customer upon expiration or termination of the Service Agreement for Firm Point-To-Point Transmission Service. Applicable interest shall be computed in accordance with the rate of the bank named by the SMO for the payment on the matter and shall be calculated from the day the deposit check is credited to the SMO’s account.

17.4. Notice of Deficient Application
If an Application fails to meet the requirements of the WTSAUP, the SMO shall notify the entity requesting service of the reasons for such failure within the applicable time period shown in ATTACHMENT P for responding to Applications. The SMO will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Transmission Service Customer. If such efforts are unsuccessful, the SMO 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 of the WTSAUP, the Eligible Transmission Service 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 SMO shall make a determination of Available Transfer Capacity (ATC) as required in Article 15.2. The SMO shall notify the Eligible Transmission Service Customer within the applicable times listed in ATTACHMENT P after the date of receipt of a Completed Application either (i) if it will be able to provide service without performing a System Impact Study or (ii) if such a study is needed to evaluate the impact of the Application pursuant to Article 19.1. Responses by the SMO must be made as soon as practicable to all Completed Applications (including Applications by the Transmission
Operator(s)' own merchant function) and the timing of such responses must be made on a non-discriminatory basis.

17.6. Execution of Service Agreement
Whenever the SMO determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Transmission Service Customer within the applicable time periods allowed to determine available capacity as shown in ATTACHMENT P after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Article 19 will govern the execution of a Service Agreement or the confirmation of a Completed Application, whichever is applicable. Failure of an Eligible Transmission Service Customer to execute and return the Service Agreement or request the filing of an unexecuted service agreement pursuant to Article 15.3, or to confirm a Completed Application (subject to completion of the System Impact Study), whichever is applicable, within the time frames shown in ATTACHMENT P will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded without interest. Nothing herein limits the right of an Eligible Transmission Service 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 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. For extensions of one (1) year, the Transmission Customer must request the extension no later than ninety (90) days before the Service Commencement Date. For extensions of less than one (1) year, the Transmission Customer must request the extension no later than sixty (60) days before the Service Commencement Date. If during any extension for the commencement of service, an Eligible Transmission Service Customer submits a Completed Application for Firm Transmission Service, and such request can be satisfied only by releasing all or part of the Transmission Customer's Capacity Reserved, the original Capacity Reserved will 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 rate for its Capacity Reserved concurrent with the new Service Commencement Date. In the event the Transmission Customer elects to release the Capacity Reserved, the reservation fees or portions thereof previously paid will be forfeited.

17.8. Timing of Requests and Responses Regarding Reservation of Firm Point-To-Point Transmission Service
ATTACHMENT P lists the time requirements applicable to when the requests must be made, the evaluation of the requests, and the SMO responses.

Article 18. Procedures for Contracting Non-Firm Point-To-Point Transmission Service

18.1. Application
Eligible Transmission Service Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to The SMO. Applications
should be submitted by entering the information listed below on the SMO’s WAEMIS.

18.2. Completed Application

(a) A Completed Application shall provide all of the information including but not limited to the following:

(i) The identity, address, telephone number, facsimile number and e-mail address of the entity requesting service;

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

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

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

(v) The proposed dates and hours for initiating and terminating transmission service hereunder.

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

(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.

(c) The SMO will treat this information in (vi) and (vii) as confidential at the request of the Transmission Customer except to the extent that disclosure of this information is required by this WTSAUP, by regulatory or judicial order, by law or statute, for reliability purposes pursuant to Good Utility Practice, or pursuant to transmission information sharing agreements. The SMO shall treat this information consistent with the standards of conduct relating to Confidentiality stated in the Regional Market Rules.

18.3. Timing of Requests and Responses Regarding Reservation of Non-Firm Point-To-Point Transmission Service

ATTACHMENT P lists the time requirements applicable to when the requests must be made, the evaluation of the requests, the SMO and the Transmission Customer responses.

18.4. Determination of Available Transfer Capacity (ATC)

Following receipt of a tendered schedule, the SMO will make a determination on a nondiscriminatory basis of Available Transfer Capacity (ATC) pursuant to Article 15.2. Such determination shall be made in accordance with the applicable time periods set forth in ATTACHMENT P.
Article 19. Additional Study Procedures for Firm Point-To-Point Transmission Service Requests

19.1. Notice of Need for System Impact Study
After receiving a request for service, the SMO shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the methodology for completing a System Impact Study is provided in ATTACHMENT D. If the SMO determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Transmission Service Customer within the applicable time period allowed to determine available capacity shown in ATTACHMENT P. In such cases, the SMO in collaboration with the Transmission Operator(s) shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Transmission Service Customer shall agree to reimburse the SMO and the Transmission Operator(s) for performing the required System Impact Study including any costs of the Transmission Operators where applicable. For a service request to remain a Completed Application, the Eligible Transmission Service Customer shall execute the System Impact Study Agreement and return it to the SMO within fifteen (15) days. If the Eligible Transmission Service Customer elects not to execute the System Impact Study Agreement, its Application shall be deemed withdrawn and its deposit, pursuant to Article 17.3, shall be returned without interest.

19.2. System Impact Study Agreement and Cost Reimbursement
(a) The System Impact Study Agreement will clearly specify the SMO’s estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, the SMO shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Transmission Service Customer will not be assessed a charge for such existing studies; however, the Eligible Transmission Service Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Transmission Service Customer’s request for service on the WAPPIT.

(b) If in response to multiple Eligible Transmission Service Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the SMO to accommodate the requests for service, the costs of that study shall be prorated among the Eligible Transmission Service Customers based on capacity and energy.

(c) Each Transmission Operator shall pay the SMO for System Impact Studies that the SMO conducts on the Transmission Operator’s behalf on the request of the Transmission Operator’s Designated Agent. The same applies to any other Eligible Transmission Service Customer.

19.3. System Impact Study Procedures
Upon receipt of an executed System Impact Study agreement, the SMO, in coordination with the appropriate Transmission Operator(s), will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify any system constraints and redispatch options, additional Interface Facilities or Network Upgrades required providing the requested service. In the event
that the SMO is unable to complete the required System Impact Study within such time period, the SMO shall so notify the Eligible Transmission Service 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 Transmission Service Customer. The SMO will use the same due diligence in completing the System Impact Study for an Eligible Transmission Service Customer as it would use when completing studies for any Transmission Operator. The SMO shall notify the Eligible Transmission Service Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In these circumstances, in order for a request to remain a Completed Application, the Eligible Transmission Service Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement pursuant to Article 15.3, or confirm an accepted Application for service, whichever is applicable, within 15 days of notification of completion of the System Impact Study, or the Application shall be deemed terminated and withdrawn.

19.4. Facilities Study Procedures

(a) If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Transmission Service Customer’s service request, the SMO, within thirty (30) days of notification of completion of the System Impact Study, shall tender to the Eligible Transmission Service Customer a Facilities Study agreement pursuant to which the Eligible Transmission Service Customer shall agree to reimburse the SMO and any affected Transmission Operator(s) for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Transmission Service Customer shall execute the Facilities Study agreement and return it to the SMO within fifteen (15) days. If the Eligible Transmission Service Customer elects not to execute the Facilities Study Agreement, its Application shall be deemed withdrawn and its deposit, pursuant to Article 17.3, shall be returned without interest. Upon receipt of an executed Facilities Study agreement from the Eligible Transmission Service Customer, the SMO in coordination with the appropriate Transmission Operator(s) will use due diligence to complete the required Facilities Study within a sixty (60) day period. If the SMO together with the affected Transmission Operator(s) are unable to complete the Facilities Study in the allotted time period, the SMO shall notify 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 will include a good faith estimate of (i) the cost of Dedicated Customer Facilities and Interface Facilities to be charged to the Transmission Customer, (ii) the Transmission Customer's appropriate share of the cost of any required Network Upgrades as determined pursuant to the provisions of Part II of the WTSUP, and (iii) the time required to complete such construction and initiate the requested service.

(b) The Transmission Customer shall provide the SMO with a "letter of credit" or other reasonable form of security acceptable to the SMO equivalent to the costs of new facilities or upgrades consistent with commercial practices. Within the time set out in ATTACHMENT P, the Transmission Customer shall execute a Service Agreement or request the filing of an unexecuted Service Agreement and provide the required
"letter of credit" or other form of security or the request will no longer be a Completed Application and shall be deemed terminated and withdrawn.

19.5. Facilities Study Modifications

Any change in design arising from inability to site or construct facilities as proposed will require development of a revised good faith estimate. New good faith estimates also will 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 SMO or the affected Transmission Operator(s) that significantly affect the final cost of new facilities or upgrades to be charged to the Transmission Customer pursuant to the provisions of Part II of the WTSAUP.

19.6. Due Diligence in Completing New Facilities

The SMO and the affected Transmission Operator(s) shall use due diligence to add necessary facilities or upgrade the Transmission System within a reasonable time. The SMO will not allow the upgrade to the existing or planned Transmission System in order to provide the requested Firm Point-To-Point Transmission Service if doing so would impair system reliability or otherwise impair or degrade existing firm service.

19.7. Partial Interim Service

If the SMO determines that there will not be adequate transfer capability to satisfy the full amount of a Completed Application for Firm Point-To-Point Transmission Service, the SMO nonetheless shall be obligated to offer and provide the portion of the requested Firm Point-To-Point Transmission Service that can be accommodated without addition of any facilities and through redispacht. However, the SMO shall not be obligated to provide the incremental amount of requested Firm Point-To-Point Transmission Service that requires the addition of facilities or upgrades to the Transmission System until such facilities or upgrades have been placed in service.

19.8. Expedited Procedures for New Facilities

In lieu of the procedures set forth in Articles 19.3 and 19.4, the Eligible Transmission Service Customer shall have the option to expedite the process by requesting the SMO to tender at one time, together with the results of required studies, an "Expedited Service Agreement" pursuant to which the Eligible Transmission Service Customer would agree to compensate the SMO and affected Transmission Operator(s) for all costs incurred pursuant to the terms of the WTSAUP. In order to exercise this option, the Eligible Transmission Service Customer shall request in writing an Expedited Service Agreement covering all of the above-specified items in Article 19, within the time limits set forth in ATTACHMENT P from the time it receives the results of the System Impact Study identifying needed facility additions or upgrades or costs incurred in providing the requested service. While the SMO and affected Transmission Operator(s) agrees (agree) to provide the Eligible Transmission Service Customer with their best estimate of the new facility costs and other charges that may be incurred, such estimate shall not be binding and the Eligible Transmission Service Customer must agree in writing to compensate the SMO and affected Transmission Operator(s) for all costs incurred pursuant to the provisions of the WTSAUP. The Eligible Transmission Service Customer shall execute and return such an Expedited Service Agreement within fifteen (15) days of its receipt or the Eligible Transmission Service Customer's request for service will cease to be a Completed Application and will be deemed terminated and withdrawn.
Article 20. Procedures to Follow if the SMO is Unable to Complete New Transmission Facilities for Firm Point-To-Point Transmission Service

20.1. Delays in Construction of New Facilities

If any event occurs that will materially affect the time for completion of new facilities or the ability to complete them, the SMO shall promptly notify the Transmission Customer. In such circumstances, the SMO shall within thirty (30) days of notifying the Transmission Customer of such delays, convene a technical meeting with the Transmission Customer and affected Transmission Operator(s) to evaluate the alternatives available to the Transmission Customer. The SMO also shall make available to the Transmission Customer studies and work papers related to the delay, including all information that is in the possession of the SMO and affected Transmission Operator(s) that is reasonably needed by the Transmission Customer to evaluate any alternatives.

20.2. Alternatives to the Original Facility Additions

When the review process of Article 20.1 determines that one or more alternatives exist to the originally planned construction project, the SMO together with the affected Transmission Operator(s) shall present such alternatives for consideration by the Transmission Customer. If, upon review of any alternatives, the Transmission Customer desires to maintain its Completed Application subject to construction of the alternative facilities, it may request the SMO to submit a revised Service Agreement for Firm Point-To-Point Transmission Service. If the alternative approach solely involves Non-Firm Point-To-Point Transmission Service, the SMO shall promptly tender a Service Agreement for Non-Firm Point-To-Point Transmission Service providing for the service. In the event the SMO concludes that no reasonable alternative exists and the Transmission Customer disagrees, the Transmission Customer may seek relief under the dispute resolution procedures pursuant to Article 12.

20.3. Refund Obligation for Unfinished Facility Additions

(a) If the SMO and the Transmission Customer mutually agree that no other reasonable alternatives exist and the requested service cannot be provided out of existing transfer capability under the conditions of Part II of the WTSAUP, the obligation to provide the requested Firm Point-To-Point Transmission Service shall terminate and any deposit made by the Transmission Customer shall be returned with interest pursuant to applicable regional electricity market regulations.

(b) However, the Transmission Customer shall be responsible for all prudently incurred costs by the SMO and the affected Transmission Operator(s) through the time construction was suspended.


The SMO and the Transmission Operators shall not be responsible for making arrangements for any necessary engineering, permitting, and construction of transmission or distribution facilities on the system(s) of any other entity or for obtaining any legal or regulatory approval for such facilities. The SMO and the affected Transmission Operator(s) will undertake reasonable efforts to assist the Transmission Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

21.2. Coordination of Third-Party System Additions

In circumstances where the need for transmission facilities or upgrades is identified pursuant to the provisions of Part II of the WTSAUP, and if such upgrades further require the addition of transmission facilities on other systems, the affected Transmission Operator(s) in coordination with the SMO shall have the right to coordinate construction on its (their) own system(s) with the construction required by others. The SMO together with the affected Transmission Operator(s), after consultation with the Transmission Customer and representatives of such other systems, may defer construction of its new transmission facilities, if the new transmission facilities on another system cannot be completed in a timely manner. The SMO shall notify the Transmission Customer in writing of the basis for any decision to defer construction and the specific problems, which must be resolved before construction of new facilities will be initiated or resumed. Within sixty (60) days of receiving written notification by the SMO of the intent to defer construction pursuant to this Article, the Transmission Customer may challenge the decision in accordance with the dispute resolution procedures pursuant to Article 12.

Article 22. Changes in Service Specifications

22.1. Modifications of Firm Service On a Non-Firm Basis

The Transmission Customer taking Firm Point-To-Point Transmission Service may request the provision of transmission service on a non-firm basis over Point of Receipt and Point Delivery other than those specified in the Service Agreement for Long-Term Firm Transmission Service or the confirmed Application for Short-Term Transmission Service ("secondary Point of Receipt and secondary Point of Delivery"), in amounts not to exceed its firm capacity reservation, without incurring an additional Non-Firm Point-to-Point Transmission Service charge (except as provided in Article 22.3 or executing a new Service Agreement for Long-Term Firm Transmission Service or submitting a new Application for Short-Term Firm Transmission Service, subject to the following conditions:

(a) Service provided over secondary Point of Receipt and secondary Point of Delivery will be non-firm only, on an as-available basis and will not displace any firm or non-firm service reserved or scheduled by third-parties under the WTSAUP or under any other agreement where the service is being provided by the
Transmission Operator or by the Transmission Operator on behalf of its 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 Article shall not exceed the Capacity Reserved in the relevant Service Agreement for Long-Term Firm Transmission or Application for Short-Term Firm Transmission Service under which such services are provided.

(c) The Transmission Customer shall retain its right to schedule Firm Point-To-Point Transmission Service at the Point of Receipt and Point of Delivery specified in the relevant Service Agreement for Long-Term Firm Transmission or Application for Short-Term Firm Transmission Service in the amount of its original capacity reservation.

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

22.2. Modification of Firm Service On a Firm Basis

Any request by a Transmission Customer to modify the Point of Receipt or the Point of Delivery on a firm basis shall be treated as a new request for service in accordance with Article 17 hereof, except that such Transmission Customer shall not be obligated to pay any additional deposit if the capacity reservation does not exceed the amount reserved in the existing Service Agreement for Long-Term Firm Transmission Service or confirmed Application for Short-Term Firm Transmission Service. While such new request is pending, the Transmission Customer shall retain its priority for service at the existing firm Point of Receipt and Point of Delivery specified in its Service Agreement for Long-Term Firm Transmission Service or confirmed Application for Short-Term Firm Transmission Service. In any instance where the remaining term of service, after modification pursuant to this provision, is less than twelve (12) months the transmission customer will maintain existing rights of reservation priority on the original reservation.

22.3. Additional Charge

If a Transmission Customer making the modifications in Article 22.1 takes service over a transmission path that costs more than the path the Transmission Customer initially reserved, then for the service the Transmission Customer schedules, the Transmission Customer shall pay in addition to the amounts based on its initial reservation the additional costs associated with the new path. In addition, the Transmission Customer shall pay or compensate for losses incurred (in accordance with ATTACHMENT M) and pay for any redispatch costs (as determined in accordance with ATTACHMENT K) based on the actual transmission path used.
Article 23. Sale or Assignment of Transmission Service

23.1. Procedures for Assignment or Transfer of Service

Subject to ERERA's approval of any necessary filings, once in market phase 2, a Transmission Customer may sell, assign, or transfer all or a portion of its rights under its Service Agreement, but only to another Eligible Transmission Service 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 higher of (i) the original rate paid by the Reseller, (ii) the maximum rate on file under this WTSAUP at the time of the assignment, or (iii) the Reseller's opportunity cost capped at the SMO's cost of expansion of the transmission capacity. If the Assignee does not request any change in the Point(s) of Receipt or the Point(s) of Delivery, or a change in any other term or condition set forth in the original Service Agreement for Long-Term Firm Transmission Service or original confirmed Application for Short-Term Firm Transmission Service, the Assignee will receive the same services as did the Reseller and the priority of service for the Assignee will be the same as that of the Reseller. A Reseller should notify the SMO as soon as possible after any assignment or transfer of service occurs but in any event, notification must be provided prior to any provision of service to the Assignee. The Assignee will be subject to all terms and conditions of this WTSAUP. If the Assignee requests a change in service, the reservation priority of service will be determined by the SMO pursuant to Article 13.2.

23.2. Limitations on Assignment or Transfer of Service

If the Assignee requests a change in the Point(s) of Receipt or Point(s) of Delivery, or a change in any other specifications set forth in the original Service Agreement for Long-Term Firm Transmission Service or original confirmed Application for Short-Term Firm Transmission Service, the SMO will consent to such change subject to the provisions of the WTSAUP and the Transmission Customer's or the Assignee's agreement to pay any additional charges consistent with Article 22 of the WTSAUP, provided that the change will not impair the operation and reliability of the Transmission Operator's generation, transmission, or distribution systems. The Assignee shall pay the SMO for the costs of performing any System Impact Study needed to evaluate the capability of the Transmission System to accommodate the proposed change and any additional costs 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 to the original Service Agreement and the Assignee through an amendment to the Service Agreement.

23.3. Information on Assignment or Transfer of Service in Market Phase 2

In accordance with Article 4 of the WTSAUP, all sales, assignments or transfer of capacity must be conducted through or otherwise posted on the SMO's WAEMIS on or before the day the reassigned service commences and are subject to Article 23.1. Resellers may also use the SMO's WAEMIS to post transmission capacity available for resale.
Article 24. Metering and Power Factor Correction at Point of Receipt and Point of Delivery

24.1. SMO and the Transmission Customer Obligations

(a) SMO's Obligations
The SMO, in collaboration with the Transmission Operator shall have responsibility for the provision, installation and maintenance of the main metering and communication equipment to accurately account for the capacity and energy being transmitted under the WTSAUP at the Point of Receipt and Point of Delivery in accordance with the metering and communications standards of the SMO and to post the information related to these metering and communication equipment on the SMO's WAEMIS.

(b) Transmission Customer's Obligations
(i) Unless otherwise agreed, the Transmission Customer shall be responsible for the cost of installing and maintaining the main metering and communication equipment.

(ii) The Transmission Customer shall have responsibility for the provision and installation of back-up metering and communication equipment at the Point of Delivery at its own expense in accordance with the metering and communication standards of the SMO. The Transmission Customer shall communicate to the SMO the information related to these metering and communication equipment.

(iii) Unless otherwise specified in an agreement for the construction of facilities, such equipment installed on the Transmission Customer's system shall remain the property of the Transmission Customer.

(iv) Unless otherwise specified in an agreement for the construction of facilities, such equipment installed on the Transmission Operator's system shall remain the property of the Transmission Operator.

24.2. SMO's Access to Metering Data
The SMO and/or the Transmission Operator shall have access to metering data, which may reasonably be required to facilitate measurements and billing under the Service Agreement.

24.3. Power Factor
Unless otherwise agreed, the Transmission Customer is required to maintain a power factor within the same range specified by the SMO, in consultation with the appropriate Transmission Operators, pursuant to Good Utility Practices. The power factor requirements are specified in the Service Agreement where applicable.

Article 25. Compensation for Transmission Service
Rates for Firm and Non-Firm Point-To-Point Transmission Service are provided in the Schedules appended to the WTSAUP: Firm Point-To-Point Transmission Service (SCHEDULE 7); and Non-Firm Point-To-Point Transmission Service (SCHEDULE 8). In
addition, the Transmission Customer also shall pay any applicable Ancillary Service Costs and Wholesale Distribution Service charges.

**Article 26. Stranded Cost Recovery**

This WTSAUP does not affect in any way the right of any Transmission Operator to seek and receive stranded cost recovery or the right of anyone to oppose such stranded cost recovery. Thus, the Transmission Operator(s) may seek to recover stranded costs from the User(s). However, the Transmission Operator(s) must separately file to ERERA any specific proposed stranded cost charge. If ERERA approves stranded cost charges to be recovered through schedules to be implemented by the SMO, the SMO as agent for the Transmission Operator(s) shall charge and collect the appropriate charge(s) from the relevant User(s) and distribute the appropriate amounts directly to the relevant Transmission Operator(s).

**Article 27. Compensation for New Facilities and Redispatch Costs**

Whenever a System Impact Study performed by the SMO in connection with the provision of Firm Point-To-Point Transmission Service identifies the need for new facilities, the recovery of such costs shall be governed by ATTACHMENT J. Whenever a System Impact Study performed by the SMO identifies capacity constraints that may be relieved more economically by redispatching electric generating resources than by building new facilities or upgrading existing facilities to eliminate such constraints, redispatch will be handled in accordance with ATTACHMENT K. The Transmission Customer shall be responsible for the redispatch costs as detailed in SCHEDULE 7 and as determined by the procedures in ATTACHMENT K.

**Article 28. Scheduling**

Each Transmission Operator shall submit to its Control Area Centre a daily energy schedule for flows in order to allow it to prepare and submit to the SMO a daily aggregated energy schedule for hourly flows of its Area consistent with the times for energy scheduling for Daily Firm Point-to-Point Transmission Service shown on ATTACHMENT P. Each Control Area Centre also shall provide day ahead generating unit commitment schedules.
PART III. SPECIAL RULES ON USE OF WTSAUP

Article 29. Transition Period

29.1. Definition
As defined in this WTSAUP, the Transition Period shall commence from approval date of this WTSAUP and will last until the declaration of the end of Transition Period by ERERA pursuant to Article 29.2 hereunder.

29.2. Condition for end of Transition Period
(a) The SMO, the ICC Infrastructure and the Market Management System shall be in operation before the end of the Transition Period.
(b) ERERA in consultation with WAPP shall declare the end date of the Transition period when the above conditions are met.

29.3. Transmission Service to Unbundled Wholesale Load
A Transmission Operator shall be obligated to take Point-to-Point Transmission Service from the SMO in accordance with this WTSAUP for any sales to wholesale load ERERA requires to be unbundled unless such service is arranged by another entity or is pursuant to a Grandfathered Agreement.

Article 30. Grandfathered Agreements
Transmission Service provided pursuant to Grandfathered Agreements shall continue to term in accordance with the provisions of the Grandfathered Agreement rather than under this WTSAUP unless the parties agree otherwise.

APPROVED IN ACCRA, GHANA, ON DECEMBER 13, 2019

By Order of the Regulatory Council

Prof. Honoré BOGLER
Chairman
SCHEDULE 1

SCHEDULING AND WTSAUP ADMINISTRATION SERVICE

The SMO shall provide scheduling and WTSAUP administration service as per its regional market operation functions and regional system operation functions in the fields of coordinating flows and allocating transmission capacity.

A. SCHEDULING AND WTSAUP ADMINISTRATION CHARGES

The charges for Scheduling and WTSAUP administration services are beared by the Transmission Customer through the levies or fees as per the Tariff Methodology and the Market Procedures.

B. TRANSMISSION SERVICE REQUEST CHARGES:

The Transmission Customer shall pay the SMO a charge for each new Transmission Service Request as follows, unless otherwise revised by ERERA:

1. For Firm Point-To-Point Transmission Service:
   - Reservations less than one month: $100
   - Reservations one month or longer: $200

2. For Non-Firm Point-To-Point Transmission Service:
   - Each Reservation: $100

However, these fees, once paid shall be non-refundable.
These fees are subject to be revised by ERERA on the SMO recommendation.
SCHEDULE 2

REACTIVE SUPPLY AND VOLTAGE CONTROL FROM GENERATION SOURCES SERVICE

(1) In order to maintain transmission voltages on the WAPPITS within acceptable limits, generation facilities under the control of a Control Area operator should be operated to produce (or absorb) reactive power. Thus, Reactive Supply and Voltage Control from Generation Sources Service must be provided for each transaction on the Transmission System.

(2) The amount of Reactive Supply and Voltage Control from Generation Sources Service that must be supplied with respect to the Transmission Customer’s transaction will be determined 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 SMO.

(3) Reactive Supply and Voltage Control from Generation Sources Service is to be provided by the SMO by making arrangements with the Control Area operator that perform this service for the Transmission System. The Transmission Customer must purchase this service from the SMO. For the purposes of determining the charge applicable to transactions under this WTSAUP, the SMO shall be guided by the following:

(i) Where the load is located within the WAPP Region, the service under this SCHEDULE 2 will be provided by the Control Area operator within the WAPP Region where the load is located. The charge collected through this SCHEDULE shall represent a pass through of the costs charged by that Control Area operator. The SMO shall pass through the revenues it receives for the service to the Control Area operator providing the service.

(ii) In instances where the load is located outside the WAPP Region, the charge for service under this SCHEDULE 2 shall be an average rate. The average rate charged each month shall be calculated based on the weighted average of the Transmission Operators’ and Users’ Reactive Supply and Voltage Control from Generator Source rates effective for that month based on MVAR capability of the generators relevant to the provision of this service. The SMO shall distribute revenues to Generation Operators based on the MVAR capability of the generators relevant to the provision of the services.

(4) The charge for that service shall be approved by ERERA and published in the SMO’s WAEMIS.
SCHEDULE 3

REGULATION AND FREQUENCY RESPONSE SERVICE
(SECONDARY RESERVE)

(1) Regulation and Frequency Response Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled Interconnection frequency at fifty cycles per second (50 Hz). Regulation and Frequency Response Service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) as necessary to follow the moment-by-moment changes in load. The obligation to maintain this balance between resources and load lies with the Control Area operator that performs this function for the SMO. The Transmission Customer must either purchase this service from the SMO or make alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation. Unless the Transmission Customer makes alternative comparable arrangements, the SMO will obtain this service from the affected Control Area operators, or elsewhere, where approved, and the Transmission Customer shall pay the SMO for this service when the SMO provides the services to the Transmission Customer. Charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the SMO by that Control Area operator or other Suppliers. The SMO shall pass through the revenues it receives for this service to the Control Area operator or other suppliers providing this service.

(2) The charge for this service shall be approved by ERERA and published in the SMO's WAEMIS.
SCHEDULE 4

ENERGY IMBALANCE SERVICE

(1) In compliance with the Regional Market Rules and the Regional Electricity Market Procedures, Energy Imbalance Service is provided when a difference of more than +/- 3% occurs between the scheduled and the actual delivery of energy to a load located within a Control Area over a single hour. According to the regional market evolution, the Transmission Customer must either purchase this service from the SMO or make alternative comparable arrangements to satisfy its Energy Imbalance Service obligation. Unless the Transmission Customer makes alternative comparable arrangements, the SMO will obtain this service from the affected Control Areas or elsewhere, where appropriate, and the Transmission Customer shall pay the SMO for this service when the SMO provides this service to the Transmission Customer. Charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the SMO by that Control Area operator or other suppliers.

(2) The SMO shall pass through the revenues it receives for this service to the Control Area operator or other suppliers providing the service.
SCHEDULE 5

OPERATING RESERVE - SPINNING RESERVE SERVICE

(1) Spinning Reserve Service is needed to serve load immediately in the event of a system contingency. Spinning Reserve Service may be provided by generating units that are on-line and loaded at less than maximum output. The Transmission Customer must either purchase this service from the SMO or make alternative comparable arrangements to satisfy its Spinning Reserve Service obligation. Unless the Transmission Customer makes alternative comparable arrangements, the SMO will obtain the service from the affected Control Areas, and the Transmission Customer shall pay the SMO for this service when the SMO provides this service to the Transmission Customer. Charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the SMO by that Control Area operator or other suppliers.

(2) The SMO shall pass through the revenues it receives for this service to the Control Area operator or other supplier providing the service.
SCHEDULE 6

OPERATING RESERVE - SUPPLEMENTAL RESERVE SERVICE

(1) Supplemental Reserve Service is needed to serve load in the event of a system contingency; however, it is not available immediately to serve load but rather within a short period of time. Supplemental Reserve Service may be provided by generating units that are on-line but unloaded, by quick-start generation or by interruptible load. The Transmission Customer must either purchase this service from the SMO or make alternative comparable arrangements to satisfy its Supplemental Reserve Service obligation. Unless the Transmission Customer makes alternative comparable arrangements, the SMO will obtain this service from the affected Control Areas, and the Transmission Customer shall pay the SMO for this service when the SMO provides this service to the Transmission Customer. Charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the SMO by that Control Area operator or other supplier.

(2) The SMO shall pass through the revenues it receives for this service to the Control Area operator or other suppliers providing the service.
SCHEDULE 7

LONG-TERM FIRM AND SHORT-TERM FIRM POINT-TO-POINT TRANSMISSION SERVICE
SCHEDULE 8

NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE
SCHEDULE 9

BREAKDOWN OF SCHEDULING AND WTSAUP ADMINISTRATION CHARGE

The SMO shall provide, each year, breakdown of scheduling and WTSAUP administration charges and associated costs on an annual basis in order to calculate the charges indicated in Schedule 1. These charges shall be approved by ERERA.
SCHEDULE 10

WHOLESALE DISTRIBUTION SERVICE

(1) Wholesale Distribution Service will be provided by the individual Transmission Operators as necessary to effectuate a transaction under this WTSAUP. The transaction-specific information, including all customer-specific rates and charges, will be set forth in the Service Agreement between the SMO and the Transmission Customer for the associated service being provided pursuant to the WTSAUP. All rates and charges for Wholesale Distribution Service shall be on file with the appropriate agency as required by law or regulation. To the extent that a Service Agreement containing provisions for Wholesale Distribution Service is required to be filed with ERERA, the SMO, in consultation with the appropriate Transmission Operator, shall provide along with the filing, adequate cost support to justify the customer-specific rates and charges being assessed thereunder.

(2) Wholesale Distribution Service will be provided subject to the same scheduling deadlines and procedures for alternative dispute resolution as apply to the associated service. Unless otherwise specified, the provision of Wholesale Distribution Service will commence on the same day as service for the associated transaction, and shall terminate on the same day as service for the associated transaction.
ATTACHMENT A

SERVICE AGREEMENT FORM FOR FIRM POINT-TO-POINT TRANSMISSION SERVICE IN THE REGIONAL ELECTRICITY MARKET
SERVICE AGREEMENT

This Transmission Service Agreement (hereinafter called this “Service Agreement”) is made as of [Insert Execution Date: day/month/year] at Cotonou, Republic of Benin

BETWEEN:

The System and Market Operator (hereinafter called the SMO), as established by the Chapter III of the Regional Market Rules which shall include its successors and/or permitted assigns, an International Organization having its principal office at Cotonou in the Republic of Benin;

and

[Insert Applicant name], a company having its registered office at [insert physical address] and official registration number [insert number], represented by [Its] [insert the designation of the duly authorized representative of the Applicant], [insert the Name of the duly authorized representative of the Applicant], (hereinafter referred to as the “Transmission Customer” which shall include its successors and/or permitted assigns);

The SMO and the Transmission Customer are herinafter together referred to as “Parties” or individually as “Party”

WHEREAS

1. The Transmission Customer has been determined by the SMO to have a Completed Application for Firm Point-To-Point Transmission Service under the WTSAUP.

2. The Transmission Customer has provided to the SMO an Application deposit in the amount of $__________, in accordance with the provisions of Article 17.3 of the WTSAUP.

Article 1. Service under this agreement shall commence on the latter of (i) the requested service commencement date, or (ii) the date on which construction of any Dedicated Customer Facilities and/or Network Upgrades are completed, or (iii) such other date as it is permitted to become effective by ERERA. Service under this agreement shall terminate on such date as mutually agreed upon by the SMO and the Transmission Customer.
Article 2. The Transmission Customer agrees to supply information the SMO deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.

Article 3. The SMO, as agent for the Transmission Operators, agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of the WTSAUP and this Service Agreement.

Article 4. To the extent necessary to carry out any transaction entered into pursuant to this Service Agreement, the following Transmission Operator(s) shall provide Wholesale Distribution Service over Distribution Facilities under the following conditions:

[Insert Transmission Operator(s) and rate(s)]

Article 5. Any notice or request made to or by either Party, regarding this Service Agreement, shall be made available to the representative of the other Party as indicated below.

SMO:
Postal Address: [insert]
Physical Address: [insert]
Country of Registered Office [insert Country within the Regional Electricity Market]
Email Address: [insert]
Fax No.: [insert]
Tel No.: [insert]
Attention: [insert]; and

Transmission Customer:
Postal Address: [insert]
Physical Address: [insert]
Country of Registered Office [insert Country within the Regional Electricity Market]
Email Address: [insert]
Fax No.: [insert]
Tel No.: [insert]
Attention: [insert]; and

Article 6. The WTSAUP is incorporated herein and made a part hereof.
IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement, by their duly authorized representatives with full rights, power and authority to enter into and perform this Service Agreement, the day and year first above written.

The Common Seal of the within named
For the “SMO”

Signature: [Duly authorised Signature]
Name: [Full Name of the Signatory]
Designation: [Designation of the Signatory]

has been affixed hereto In the presence of:

Signature: [Duly authorised Signature]
Name: [Full Name of the Signatory]
Designation: [Designation of the Signatory]

The Common Seal of the within named
For the “Transmission Customer” [Insert the Transmission Customer official name]

Signature: [Duly authorised Signature]
Name: [Full Name of the Signatory]
Designation: [Designation of the Signatory]

has been affixed hereto In the presence of:

Signature: [Duly authorised Signature]
Name: [Full Name of the Signatory]
Designation: [Designation of the Signatory]
ATTACHMENT A-1

SPECIFICATIONS FOR LONG-TERM FIRM POINT-TO-POINT TRANSMISSION SERVICE

1. Term of Transaction: 
   Start Date: 
   Termination Date: 

2. Description of capacity and energy to be transmitted by the SMO including the electric Zone and Control Area in which the transaction originates.

3. Point(s) of Receipt: 
   Delivering Party: 

4. Point(s) of Delivery: 
   Receiving Party: 

5. Maximum amount of capacity and energy to be transmitted (Capacity Reserved):

6. Designation of Party (ies) subject to reciprocal service obligation:

7. Name(s) of any Zone used in providing the transmission service:

8. Service under this Agreement may be subject to some combination of the charges detailed below.
   8.1. Transmission Charge:
   8.2. System Impact Study and/or Facilities Study Charge(s):
   8.3. Dedicated Customer Facilities Charge:
   8.4. Ancillary Services Charges:
ATTACHMENT B

SERVICE AGREEMENT FORM FOR NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE

This Transmission Service Agreement (hereinafter called this "Service Agreement") is made as of [Insert Execution Date: day/month/year] at Cotonou, Republic of Benin

BETWEEN:

The System and Market Operator (hereinafter called the SMO), as established by the Chapter III of the Regional Market Rules which shall include its successors and/or permitted assigns, an International Organization having its principal office at Cotonou in the Republic of Benin;

and

[Insert Applicant name], a company having its registered office at [insert physical address] and official registration number [insert number], represented by [its] [insert the designation of the duly authorized representative of the Applicant], [insert the Name of the duly authorized representative of the Applicant], (hereinafter referred to as the "Transmission Customer" which shall include its successors and/or permitted assigns)

The SMO and the Transmission Customer are herinafter together referred to as "Parties" or individually as "Party"

WHEREAS

The Transmission Customer has been determined by the SMO to be a Transmission Customer under the WTSAUP and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Article 18.2 of the WTSAUP.

Article 1. Service under this Agreement shall be provided by the SMO upon request by an authorized representative of the Transmission Customer.

Article 2. The Transmission Customer agrees to supply information the SMO deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.
Article 3. The SMO, as agent for the Transmission Operators, agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the WTSAUP and this Service Agreement.

Article 4. 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:

SMO:
Postal Address: [insert]
Physical Address: [insert]
Country of Registered Office [insert Country within the Regional Electricity Market]
Email Address: [insert]
Fax No.: [insert]
Tel No.: [insert]
Attention: [insert]; and

Transmission Customer:
Postal Address: [insert]
Physical Address: [insert]
Country of Registered Office [insert Country within the Regional Electricity Market]
Email Address: [insert]
Fax No.: [insert]
Tel No.: [insert]
Attention: [insert]; and

Article 6. The WTSAUP is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement, by their duly authorized representatives with full rights, power and authority to enter into and perform this Service Agreement, the day and year first above written.

The Common Seal of the within named
For the "SMO"

Signature: [Duly authorised Signature]
Name: [Full Name of the Signatory]
Designation: [Designation of the Signatory]

has been affixed hereto In the presence of:

Signature: [Duly authorised Signature]

Name: [Full Name of the Signatory]

Designation: [Designation of the Signatory]

The Common Seal of the within named

For the "Transmission Customer" [Insert the Transmission Customer official name]

Signature: [Duly authorised Signature]

Name: [Full Name of the Signatory]

Designation: [Designation of the Signatory]

has been affixed hereto In the presence of:

Signature: [Duly authorised Signature]

Name: [Full Name of the Signatory]

Designation: [Designation of the Signatory]
ATTACHMENT C

METHODOLOGY TO ASSESS AVAILABLE TRANSFER CAPACITY (ATC)

[1] The SMO will respond to a valid Application for Transmission Service under this WTSAUP by performing studies pursuant to this ATTACHMENT C to assess whether sufficient capacity would be available to accommodate the service requested in the Application.

[2] The assessment of Available Transmission Capacity to sustain Transmission Service, which requires additional infrastructure construction, will be conducted pursuant to the West African Power Pool Coordinated Planning Criteria, as per ATTACHMENT O.

[3] These studies will be made using a flow-based approach to determine the capacity of the interconnected network to accommodate the request for transmission service.

[4] A flow-based approach determines Available Transfer Capacity (ATC) of constrained facilities. Constrained facility ATC represents capacity remaining on constrained facilities after reduction for base flows, previously approved transmission service requests, and a margin (if appropriate). Requests for transmission service are made on a Point-To-Point basis from source(s) to sink(s). However, ATC is determined on a constrained facility basis.

[5] The Transfer Capability studies will analyse the impact of the proposed transmission request on the thermal capability, voltage profile, and stability of the Transmission System(s) in accordance with the reliability and transmission planning criteria of the West African Power Pool (WAPP).

[6] The ATC for firm transactions will be the transmission capacity determined under the appropriate reliability criteria remaining after providing for prior contractual commitments (including any transmission service contract(s) previously filed and pending Applications for Firm Point-to-Point Transmission Service) and planned emergency generation import requirements, and also accounting for power flows reasonably expected to occur on the Transmission System that cannot be controlled by the SMO and/or the Transmission Operators (e.g., parallel path flows and inertial response power flows due to the tripping of a generator on the interconnected system).

[7] The analysis will also consider the ability of the Transmission System to withstand, under transfer conditions, a severe but credible disturbance without experiencing cascading outages, voltage collapse or widespread blackouts.
[8] In conducting studies, the SMO will adhere to Good Utility Practice.

[9] In order to evaluate a transmission service request, the ATC is first determined by simulating the transaction between the source and sink using appropriate software. Load at the Delivering point is increased until occurrence of instability in the system. The Capacity against voltage curve is drawn at the sink to visualize the maximum Capacity, which could be transmitted without instability. This Maximum is the Total Transfer Capacity (TTC). From this TTC is deducted all transmission capacities of existing Agreements or commitment in which the SMO is entered into for the same point of Receipt and same Point of Delivery. Finally, 5% for Reliability Margin is deducted from that TTC as reliability margin. The remaining capacity is the ATC to be compared with the amount of transmission capacity requested by the prospective Transmission Customer. If this ATC is sufficient to accommodate the transaction, the prospective Transmission Customer will be invited to execute a Transmission Service Agreement.
ATTACHMENT D

METHODOLOGY FOR COMPLETING A SYSTEM IMPACT STUDY

[1] Upon receipt of a Completed Application, the SMO will determine whether transmission transfer capability will be available to accommodate the transmission service requested in such Application. The SMO will apply the criteria and practices described in ATTACHMENT C to determine the Available Transfer Capacity (ATC) for Transmission Service requests where no additional infrastructure construction is required. The SMO’s Coordinated Planning Procedures, ATTACHMENT O, will be used to determine ATC for Transmission Service requests, which require additional infrastructure construction.

[2] If sufficient ATC will exist to support the transaction described in the Eligible Transmission Service Customer’s Application, as supplemented with necessary details such as the sources and sinks of the power to be scheduled under the request, the SMO will so inform the Eligible Transmission Service Customer.

[3] If the SMO determines that existing ATC is insufficient to provide the requested service, the SMO will notify the Eligible Transmission Service Customer.

[4] Upon a request by the Eligible Transmission Service Customer, the SMO will tender a Study Agreement to the Eligible Transmission Service Customer for a System Impact Study.

[5] Upon receipt of a completed Study Agreement, the SMO, in coordination with the affected Transmission Operators, will perform a System Impact Study to determine whether the request for transmission service can be accommodated through construction of Dedicated Customer Facilities or Network Upgrades or through redispach, if available. The System Impact Study will provide an estimate of the cost of redispach.

[6] If the studies predict that a constraint will occur in the system of a non-WAPP transmission provider or non-WAPP Control Area, the SMO will so inform the Eligible Transmission Service Customer requesting service. The SMO and Eligible Transmission Service Customer will need to work with the appropriate parties to determine if the limitation is valid and to determine the facility additions or redispach that may be required by others to support the transfer. The Eligible Transmission Service Customer requesting service shall have the option to reduce the request to a level that can be sustained without experiencing the constraint.
ATTACHMENT H

ANNUAL REVENUE REQUIREMENT OF TRANSMISSION OPERATORS:

The table below shall be filled and updated by the SMO and approved by ERERA annually and published (in June) on the WAEMIS

<table>
<thead>
<tr>
<th>Numbers</th>
<th>Countries</th>
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<th>Annual Revenue Requirement in $US</th>
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ATTACHMENT I

REVENUES FOR CONTRIBUTION TO THE GENERAL RELIABILITY OF THE REGIONAL TRANSMISSION SYSTEM

[1] Any transaction on the Transmission System will result in the SMO collecting an amount equal to five percent (5%) of the said transaction as revenue for contribution to the reliability of the regional Transmission System. This percentage shall be published on the WAEMIS.

[2] This percentage shall be periodically updated by the SMO after approval by ERERA,

[3] The revenue for contribution to the reliability of the regional Transmission System will be shared between all Transmission Operators according to ATTACHMENT L of the WTSAUP.
ATTACHMENT J

RECOVERY OF COSTS ASSOCIATED WITH NEW FACILITIES

I. Dedicated Customer Facilities
Where a System Impact Study and/or Facilities Study indicate the need to construct Dedicated Customer Facilities to accommodate a request for Transmission Service, the Transmission Customer shall be charged the full cost of such Dedicated Customer Facilities. Such costs shall be specified in a Service Agreement.

II. Network Upgrades
a. The costs of completed Network Upgrades shall be handled as follows:

(i) During the Transition Period

The Transmission Customer(s) requesting Transmission Service, which requires Network Upgrades, shall pay the costs associated with those Network Upgrades to the extent consistent with ERERA’s regulations. Such costs shall be specified in a Service Agreement to be filed with ERERA.

(ii) After the Transition Period

All Network Upgrades constructed for service under this WTSAUP shall be rolled-in with all other transmission facilities. There shall be no direct assignment of Network Upgrade costs to Transmission Customers. However, the SMO shall not allow the construction and roll-in of a Network Upgrade when it finds more economic or efficient alternatives. This roll-in of Network Upgrade costs shall not include the portion of any such Network Upgrades paid for during the Transition Period through direct assignment to Transmission Customer(s).

b. The costs of Network Upgrades that are not completed shall be handled as follows:

If a proposed Network Upgrades was included in a Transmission Operator-approved Transmission Plan, required by the SMO, or otherwise accepted or approved by the SMO, the Transmission Operator(s) that incurred the costs shall be reimbursed for those costs by the SMO. These costs shall include, but are not limited to the costs associated with attempting to obtain all necessary approvals for the project and studies and any construction costs. The SMO shall develop a mechanism to recover those costs, which will be filed with ERERA on a case-by-case basis.
ATTACHMENT K

REDISPATCH PROCEDURES AND REDISPATCH COSTS

I. Redispatch to accommodate a request for Firm Transmission Service

A. Purpose

This Procedure shall apply only to entities that, when applying for Firm Point-To-Point Transmission Service, were told that the service could be provided only if redispatch occurs, and that agreed to pay redispatch costs. If an entity in these circumstances does not agree to pay redispatch costs, then its request for Firm Point-To-Point Transmission Service will be denied in whole or in part. To the extent the SMO in collaboration with Transmission Operator(s) can relieve any system constraint for Firm Point-To-Point Transmission Service by redispachting the generation resources of the Transmission Operator(s) or other willing generators, it shall do so, provided that the Eligible Transmission Service Customer agrees to compensate the SMO pursuant to the terms of Article 27 of this WTSAUP and this procedure, and the SMO and/or the applicable Transmission Operator agree to provide the service. The procedure under this Paragraph I is not for the purpose of sustaining non-firm service.

B. SMO's Obligations

The SMO shall arrange for the redispatch of the generation resources of the Transmission Operator(s) or other willing generators for the stated purpose if they have agreed to provide the redispatch service. As a condition precedent to receiving Firm Point-to-Point Transmission Service, a Transmission Customer agrees to pay (1) the applicable Transmission Service charges; and (2) the actual redispatch cost necessary to relieve transmission constraints. To the extent practical, the redispatch of all such resources shall be on a least cost basis. The total charges to be paid by the Transmission Customer under this WTSAUP shall not exceed the total charges the Transmission Customer would have paid under the transmission service tariffs of the Transmission Operators for the transmission service in the same amount from the same Point of Receipt to the same Point of Delivery unless any additional charges to the Transmission Customer are permitted by ERERA's regulations.

C. Assessment Process

(1) Upon receipt of an application for Firm Point-to-Point Transmission Service, the SMO shall make a determination of the availability of the requested Firm Transmission Service. The SMO will identify transmission constraints utilizing generally accepted power system analysis techniques. Where the requested Firm Transmission Service is determined to be not fully available because of transmission constraints, then the
SMO will assess the need for redispacht of generation and related modifications to schedules. If the SMO concludes that redispacht can sustain the requested Firm Transmission Service, then the SMO will provide estimates of the Redispacht Costs for the relief of transmission constraints as required.

(2) The procedure to be implemented is as follows:

(i) Determine the available transmission capacity for the requested Firm Transmission Service utilizing a load flow computer simulation of the transmission system recognizing all firm uses of the system.

(ii) Determine the owned generation resources of the Transmission Operators or others that will most cost effectively relieve the transmission constraint and the amount of transmission capacity available through redispacht.

(iii) Determine the firm transmission reservations that if curtailed would affect or relieve the transmission constraint and the amount of transmission capacity available through such Curtailment. Solicit from holders of these firm transmission rights the price at which they would relinquish their rights. This price shall not exceed the higher of (i) the original rate paid by the holders of the firm transmission rights for the reservation, (ii) the maximum rate on file under this WTSAUP at the time of such Curtailment, or (iii) the holders of the firm transmission rights' opportunity cost capped at the SMO's cost of expansion of the transmission capacity.

(iv) The SMO shall estimate the total incremental cost of redispacht that will relieve the transmission constraint. In any instance where the redispacht prohibits, or requires the Curtailment of a sale of generation and such redispacht results in foregone profits (opportunity cost), then the foregone profits of that sale as well as the incremental production cost of the alternative generation will be identified.

(v) The SMO shall inform the Eligible Transmission Service Customer of the estimated cost of redispacht for the Firm Transmission Service requested.

(vi) Any disputes as to compensation for service under this WTSAUP shall go to dispute resolution in accordance with Article 12 of this WTSAUP.

D. Redispacht Costs

(1) If redispacht services are provided pursuant to this ATTACHMENT K, the SMO will in good faith attempt to relieve the constraint by the least cost means whether by seeking a change in generation output from the Transmission Operators or from any other entity or by other means including facilitating the payment of firm transmission customers to temporarily give up their rights in order to relieve the constraint. Redispacht Costs for the Firm Transmission Application shall be the total cost incurred by the SMO to provide the requested service. For generation owned by the
Transmission Operator(s) or others, the redispach cost shall include the higher of incremental or replacement fuel costs and incremental operation and maintenance costs of generation facilities necessary to relieve constraints on the Transmission System(s). Incremental operation and maintenance costs shall be based on the most recent production cost analysis of the generation system(s) of the Transmission Operator(s) or others. Incremental or replacement fuel costs will be based on best available forecasted fuel prices for the effected generation facilities. The costs identified (including the opportunity costs described in Paragraph I.C.4 above) shall be the profits foregone for a sale that is terminated, reduced, or rescheduled from one generator to another, when appropriate.

(2) For Transmission Customers seeking Firm Transmission Service for the next day, the SMO shall provide a nonbinding estimate of the redispach costs. All Transmission Customers electing to pay redispach costs shall pay the actual costs of redispach that the SMO pays in order to provide the Firm Point-to-Point Transmission Service consistent with ATTACHMENT K.

(3) Upon receipt of such notice, the Transmission Customer may elect to pay the redispach costs or cancel the transaction. The SMO will use its best efforts to provide the Transmission Customer with advance notice of the need for redispach and the costs of redispach. In some instances, advance notice may not be possible. In that event, at the time that redispach begins for the continuation of service, the SMO will give the Transmission Customer that elected to pay redispach costs the option of cancelling service within an hour and not paying further for such redispach costs. The SMO will keep no revenues associated with relieving the constraint and simply will pay the entity or entities whose action or actions resulted in the relief of the constraint.

II. Redispach to Prevent Curtailment of Firm Transmission Service

(1) Under this provision, the SMO must take actions in order to keep already scheduled Firm Transmission Service and firm load including bundled native load from being curtailed after non-firm transactions contributing to the constrained conditions have been curtailed by ordering and/or arranging for the redispach of generating units. Such actions may only be taken in response to an emergency or unexpected system operating condition.

(2) Any redispach costs, as defined in Paragraph I above, incurred by the SMO to prevent Curtailment of Firm Transmission Service shall be distributed among all Firm Transmission Customers, including Native Load Customers, on the basis of the ratio of each Transmission Customer's transmission reservation; or, in the case of bundled Native Load Customers, each Transmission Operator's use of the Transmission System to serve such bundled Native Load Customers, to the sum of all such Firm Transmission Service reservations and bundled Native Load Customers uses.
(3) The SMO shall contract in a manner that minimizes costs to the greatest extent practicable to effectively relieve the constraint. The SMO shall recover these costs consistent with Paragraph IV of this ATTACHMENT K.

III. Redispatch to Prevent Curtailment of Non-Firm Point-to-Point Transmission Service

Under this provision, Generation Redispatch provided will only be for Non-Firm Point-to-Point Transmission Service schedules. This service will be offered for same day and next day schedules. This Generation Redispatch service for Non-Firm Point-to-Point Transmission Service is voluntarily offered and voluntarily purchased. The Transmission Operator(s) have no obligation to provide this service and the Transmission Customer(s) have no obligation to purchase this service. Jurisdictional redispatch providers shall provide this service only pursuant to rate schedules, agreements, or tariffs on file with ERERA. The SMO will identify candidate units for redispatch with the knowledge of Non-Firm Point-to-Point Transmission Service and Firm Point-to-Point Transmission Service on paths at risk of Curtailment. The total time required to implement this procedure, from the time that a need for Curtailment is identified, is expected to be 4 hours. If less than 4 hours lead-time is available in advance of Curtailment, the SMO may curtail schedules before implementing the process.

A. Non-Firm Point-to-Point Transmission Service Redispatch Process

(1) The SMO identifies a need for Curtailment or receives a request for Curtailment from a Control Area operator; posts the fact that generation redispatch is being assessed; and selects and evaluates candidate generating units for redispatch to mitigate the problem.

(2) After identifying feasible redispatch solutions, the SMO contacts Generation Operators, dispatchers, or entities with merchant function responsibility as applicable to solicit willingness to supply Generation Redispatch Service and to obtain associated pricing and terms.

(3) The SMO receives price quotes (including any cost of Transmission Service) and associated terms; picks most economical alternative; allocates selected alternative to submitted transmission schedules based on relative impacts on the affected transmission facility; and contacts prospective Generation Redispatch purchasers with pricing for purchasers to accept or reject. Notification of redispatch availability on affected paths with schedules will be posted on the SMO’s WAEMIS; purchasers with schedules will also be notified by phone or e-mail.

(4) Prospective Generation Redispatch purchasers accept or decline the Generation Redispatch Service and pricing; deadline to respond is 1 hour before announced time of Curtailment. If there is no response from a prospective Generation
Redispatch purchaser, then such purchaser will be deemed to have declined the service.

(5) The SMO receives responses, notifies Generation Redispatch provider(s) of the quantity of service to be provided directly to Generation Redispatch purchaser(s). The deadline for the SMO's notification to Generation Redispatch provider is 50 minutes before announced time of Curtailment. Generation Redispatch providers will be obligated to supply only that energy which the Generation Redispatch purchasers have committed to buy.

(6) Provider(s) and purchaser(s) of Generation Redispatch Service fax or send e-mail and execute transaction confirmations directly with each other to document their agreement. Any terms and conditions peculiar to a specific service (e.g., minimum run time for a designated unit, regardless of duration of Curtailment) will be specified on the transaction confirmation. These confirmations will not go through the SMO. A copy of the transaction confirmation will be faxed and/or e-mailed to the SMO by the Generation Redispatch purchaser to provide verification that the service is being purchased and provided.

(7) Service is then provided by Generation Redispatch provider.

B. Redispatch Priorities

(1) To the extent the quantity of Generation Redispatch Service purchased and supplied offsets the effect of the transaction on the impacted transmission facilities, there will be no further redispatch obligation on the Generation Redispatch purchaser.

(2) To the extent that the Generation Redispatch purchaser has not purchased Generation Redispatch Service to offset its total schedule, it continues to have an exposure to the need for incremental redispatch or schedule Curtailment.

IV. Recovery of Redispatch Costs by the SMO

(1) The SMO shall be entitled to recover all redispatch costs, not otherwise directly assigned to the Transmission Customers associated with the compensation of Generation Operators, or Transmission Operators pursuant to this ATTACHMENT K. In order to recover these costs, the SMO shall add an additional charge to the base transmission charges under this WTSAUP calculated using the following formula:
Additional Monthly redispacth charge (per kW – month) = Prior Month’s Redispacth Costs not otherwise recovered (Including Any Carrying Costs And Any True-Up

(Transmission System Transaction Peak for the same prior month) - (coincident peak usage of all Firm Point-to-Point Transmission Service) + (Capacity Reserved of all Firm Point-to-Point Transmission Service customers)

(2) The SMO shall apply this charge to all point-to-point Transmission Service Customers under the WATSUP in addition to the base transmission charge. The charge developed above is the rate for monthly service. The rate for weekly service will be the product of the monthly rate and 12 divided by 52. The rate for (on-peak) daily service will be the product of the monthly rate and 12 divided by 260. The rate for (on-peak) hourly service will be the product of the monthly rate and 12 divided by 1040. The rate for off-peak daily service will be the product of the monthly rate and 12 divided by 365. The rate for off-peak hourly service will be the product of the monthly rate and 12 divided by 7720. The on-peak period shall be 18:00 p.m. - 22:00 p.m. Monday through Friday.

(3) For bundled retail load, the SMO shall recover the remaining costs from the Transmission Operators serving the bundled retail load, with the Transmission Operator allocated these remaining amounts based upon their relative proportions of bundled retail load.

(4) In deriving the charges, the SMO may estimate the redispacth costs it owes or will owe. The SMO shall true-up that estimate in the month following the subsequent month, with carrying costs, once actuals are available.
ATTACHMENT L

TREATMENT OF REVENUES

I. Payments and Distribution of Revenues

Without prejudice of the provisions of section 4 of the Transmission Tariff Methodology, payments will be made in accordance with Article 7 of the WATSAUP to the SMO as agent for the Transmission Operators for all services provided under this WTSAUP. The SMO will distribute the revenues received to the Transmission Operators in accordance with the provisions of this ATTACHMENT L.

II. Allocation of Base Transmission Revenues

A. Grandfathered Agreements

Except by mutual agreement of the Parties to Grandfathered Agreements, the SMO shall have no claim to the revenues collected under such agreements, and shall not collect or allocate any revenues for transmission service related to such transactions. The Transmission Operator providing the transmission service under the Grandfathered Agreements, therefore, will continue to receive payment directly from the customer under the Grandfathered Agreement.

B. Point-To-Point Transmission Service

All Point-To-Point Transmission Service revenues collected by the SMO are shared between the involved Transmission Operators based upon the use of their transmission assets in the transactions described by their calculated MW.km impact. The MW.km impacts shall be determined by use of the procedures in ATTACHMENT S.

C. Contribution to the reliability of the regional Transmission System

All revenues collected by the SMO for contribution to the reliability of the regional Transmission System relating to Point-To-Point Transmission Service are shared between all Transmission Operators in proportion to Annual Revenue Requirements as stated in ATTACHMENT H.

III. Allocation of Other Revenues

(1) Revenues associated with redispachtch service will be paid to the Generation Operator providing the service for the SMO.
(2) Revenues associated with Reactive Supply and Voltage Control from Generation Sources Services will be paid to the Generation Operator providing the service for the SMO consistent with the principles in SCHEDULE 2.

(3) Energy or revenues received as compensation for transmission losses shall be distributed consistent with ATTACHMENT M.

(4) Revenues associated with Transmission Service Request under SCHEDULE 1 will remain with the SMO to pay for charges related to the treatment of such transmission service request.

(5) Payments associated with penalties imposed under this WTSAUP will be used in accordance with modalities determined by ERERA.

(6) Transmission Operator costs associated with System Impact and Facilities Studies compensated by the Transmission Customer shall go to the appropriate Transmission Operator(s).

(7) The revenues associated with Dedicated Customer Facilities shall go directly to the Transmission Operator(s) owning the facilities. The revenues associated with Network Upgrades shall be first assigned to the Transmission Operator building the Network Upgrades to meet the Annual Revenue Requirements of such facilities. If multiple Transmission Operators construct the facilities, the revenues shall be shared in accordance with each Transmission Operator’s respective revenue requirement for such facilities or as otherwise agreed by the Transmission Operators. The remaining revenues shall be allocated in accordance with Section II “Allocation of Base Transmission Revenues” of this ATTACHMENT L.

(8) The revenues associated with Wholesale Distribution Service shall go directly to the Transmission Operator(s) owning the facilities consistent with SCHEDULE 10 of this WTSAUP.

(9) Any additional revenues received under Article 22.1 shall be treated in the same manner as revenues under Section III.4. of this ATTACHMENT L.
ATTACHMENT M

LOSS COMPENSATION PROCEDURE

I. Purpose

[1] This loss compensation procedure will be used to quantify transmission energy loss that the Transmission Customer is required to replace to the Transmission Operator(s) under this WTSAUP. The Transmission Customer shall be responsible for replacing the losses due on a real time basis. The Transmission Customer shall deliver the loss energy to the Control Area(s) affected by the transactions.

[2] Each Transmission Operator shall maintain a schedule showing its allocation of loss energy for the provision of transmission service on its system. For ERERA regulated Transmission Operators, these allocations shall be pursuant to ERERA’s approved schedules. The average loss factor ($L_{AVG}$) for each Transmission Operator are stated in the ATTACHMENT M-1.

II. Loss determination – point-to-point transmission service

[1] The SMO shall calculate a loss matrix once each year to show the composite loss factors for each transaction, as a percentage of the transaction, based on the total of each Transmission Operator’s pro rata MW.km impact (Transaction Participation Factor) multiplied by the applicable loss factor for energy for such Transmission Operator. The factors for inclusion in the loss matrix shall be determined as follows:

   [i] For each Transmission Operator, determine a Transaction Participation Factor (TPF), which is the MW.km impact on that Transmission Operator, expressed as a percentage of the MW.km impacts on all Transmission Operators for the given transaction. The MW.km impacts will be calculated in accordance with ATTACHMENT S.

   [ii] The seasonal application of the individual Transmission Operator’s loss factors under this WTSAUP shall be consistent with the SMO’s calculation of the MW.km impact factors under ATTACHMENT S.

   [iii] Calculate a weighted system loss factor for each transaction as the sum of the products of: TPF x $L_{AVG}$ for the system of each Transmission Operator.

[2] The amount of loss energy supplied to and to be replaced by each Transmission Customer for each transaction will be determined by multiplying the MWh’s of the schedule by the composite loss factor for the transaction. The amount of loss energy supplied by and to be replaced to each Transmission Operator for each transaction will be determined by multiplying the MW’s of the schedule by that Transmission Operator’s TPF and loss factor ($L_{AVG}$). The Transmission Customer shall replace the loss energy shown in the loss matrix (as a percentage of the transaction) to the
Transmission Operators for each transaction. The SMO shall be responsible for allocating the replaced loss energy among the Transmission Operators consistent with the methodology described in this section II.

III. Optional annual purchase of loss energy

(1) The Transmission Customer may meet its obligation to replace loss energy under the WTSAUP by electing to purchase all loss energy for which it is responsible under this WTSAUP on an annual basis. Such election will be for a full calendar year and shall be exercised by execution of a Service Agreement for Loss Compensation Service, ATTACHMENT N, on or before December 1 of the prior calendar year. Under this Agreement, the Transmission Customer will purchase the specified quantity of loss energy for all transactions under this WTSAUP. New Transmission Customers may make such election at the time they first execute Firm Service Agreement or Non-Firm Service Agreement under this WTSAUP, but in no event at a time later than the time at which they first take service under the WTSAUP. In this circumstance, the term of the election will be for the remainder of the calendar year. The Transmission Customers will fully pay for such losses. Compensation for losses will be calculated by multiplying the MWh of loss energy by the price payable for energy losses determined by ERERA and posted by the SMO on the WAEMIS.

(2) The SMO shall be responsible for allocating the revenue from the sale of losses among the Transmission Operators consistent with the above methodology and ATTACHMENT L.
ATTACHMENT M-1

AVERAGE LOSS FACTOR ($L_{AVG}$) FOR EACH TRANSMISSION OPERATOR

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ATTACHMENT N

SERVICE AGREEMENT FORM FOR LOSS COMPENSATION SERVICE

This Transmission Service Agreement (hereinafter called this "Service Agreement") is made as of [insert Execution Date: day/month/year] at Cotonou, Republic of Benin.

BETWEEN:

The System and Market Operator (hereinafter called the SMO), as established by the Chapter III of the Regional Market Rules which shall include its successors and/or permitted assigns, an International Organization having its principal office at Cotonou in the Republic of Benin;

and

[Insert Transmission Customer name], a company having its registered office at [insert physical address] and official registration number [insert number], represented by [it's][insert the designation of the duly authorized representative of the Applicant], [insert the Name of the duly authorized representative of the Applicant], (hereinafter referred to as the "Transmission Customer" which shall include its successors and/or permitted assigns)

The SMO and the Transmission Customer are herinafter together referred to as "Parties" or individually as "Party"

WHEREAS

The Transmission Customer has been determined by the SMO to be a Transmission Customer under the W TSAUP and has filed a Completed Application for Point-To-Point Transmission Service in accordance with Article 18.2 of the W TSAUP.

Article 1. Service under this Service Agreement shall commence on ___________. Service under this Service Agreement shall terminate on ____ or in any case, the last calendar day of the year in which service commences.
Article 2. The Transmission Customer agrees to supply information the SMO deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.

Article 3. On behalf of the Transmission Operators, and as authorized by the Transmission Operators, the SMO agrees to provide and the Transmission Customer agrees to take and pay for Loss Compensation Service in accordance with the provisions of the WTSAUP, including ATTACHMENT M of the WTSAUP and this Service Agreement. All charges for Loss Compensation Service shall be determined in accordance with the provisions of ATTACHMENT M.

Article 4. Any notice or requests regarding this Service Agreement shall be made to the representative of the Parties as indicated below.

SMO:
Postal Address: [insert]
Physical Address: [insert]
Country of Registered Office [insert Country within the Regional Electricity Market]
Email Address: [insert]
Fax No.: [insert]
Tel No.: [insert]
Attention: [insert]; and

Transmission Customer:
Postal Address: [insert]
Physical Address: [insert]
Country of Registered Office [insert Country within the Regional Electricity Market]
Email Address: [insert]
Fax No.: [insert]
Tel No.: [insert]
Attention: [insert]; and

Article 5. The WTSAUP is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement, by their duly authorized representatives with full rights, power and authority to enter into and perform this Service Agreement, the day and year first above written.
The Common Seal of the within named
For the "SMO"
Signature: [Duly authorised Signature]
Name: [Full Name of the Signatory]
Designation: [Designation of the Signatory]

has been affixed hereto in the presence of:

Signature: [Duly authorised Signature]
Name: [Full Name of the Signatory]
Designation: [Designation of the Signatory]

The Common Seal of the within named
For the "Transmission Customer" [Insert the Transmission Customer official name]
Signature: [Duly authorised Signature]
Name: [Full Name of the Signatory]
Designation: [Designation of the Signatory]

has been affixed hereto in the presence of:

Signature: [Duly authorised Signature]
Name: [Full Name of the Signatory]
Designation: [Designation of the Signatory]
ATTACHMENT O

COORDINATED PLANNING PROCEDURES

I. General Principles of Planning

(1) The highly interconnected nature of the WAPPITS, and the interdependence of the facilities of the Transmission Operators, require coordination of transmission planning efforts.

(2) These coordinated planning procedures describe coordination requirements for transmission planning within the WAPP.

(3) Transmission Operators are obligated to build facilities, which have obtained the regulatory approval by complying with the provisions of this WTSAUP.

(4) The SMO will not build or own transmission facilities. These coordinated planning procedures obligate neither the SMO nor Transmission Operators to build or own facilities within another Transmission Operator’s area where a limit may exist.

(5) Transmission Operators may at any time constitute a Regional Transmission Group (RTG) in order to efficiently coordinate transmission-planning, expansion, operation and use on a regional and interregional basis.

(6) The RTG may finance and construct new transmission facilities provided such projects are subject to the assessment process of these coordinated planning procedures.

(7) Transmission Operators may also voluntarily form partnerships with transmission operators, which are not WAPP members to jointly finance and construct new transmission facilities provided such projects are subject to the assessment process of these coordinated planning procedures.

II. Planning Criteria

The individual planning criteria of each Transmission Operator shall be the basis for determining whether a violation of criteria exists and when a need for new facilities should be considered. These planning criteria shall, at a minimum, conform to WAPP Criteria. Transmission Operators shall submit their transmission planning criteria to the SMO. These criteria may be modified at any time provided that, if a criterion is made more stringent, the increased requirements shall not apply retroactively to transmission planning studies previously completed nor studies already underway by a working group of the RTG or WAPP dedicated to system study (SST)
III. Planning and System Studies

(1) Transmission planning studies shall be performed by individual Transmission Operators. Transmission Operators shall contact the SMO whenever new facilities that impact interconnected operation are in the conceptual planning stage so that the optimal integration of any new facilities and potentially benefiting parties can be identified.

(2) Transmission Operators shall submit their five-year transmission construction plans to the SMO. The initial plans, existing at the Effective Date of implementation of the WTSAUP, shall be considered grandfathered and shall not be subject to review or approval by the RTG or the relevant entity of WAPP.

(3) The SMO shall periodically inform the SST of identified operating constraints that should be addressed in future studies.

(4) Periodical transmission assessments shall be performed by the SST. These planning studies and periodical assessments are for purposes of identifying any planning criteria violations that may exist.

(5) In the event the assessment process identifies a violation, the violation shall be directed to the associated Transmission Operator. The responsible Transmission Operator shall respond by explaining why the violation is not valid or by identifying alterations in its transmission plan which correct the criteria violation.

(6) The Transmission Operator with an identified violation shall be responsible for performing studies to determine alternatives that remove the violation. If corrective action causes regional impacts and is therefore subject to cost sharing, the SMO’s Staff shall participate in these studies if requested by the concerned Transmission Operator or another Transmission Operator.

(7) Recommendations developed by the responsible Transmission Operator to mitigate an identified violation shall be presented for review and approval by the SST. This review shall evaluate study results for negative impacts on the transmission systems of other Transmission Operators. If such negative impacts are found, the SST, the responsible Transmission Operator and the impacted Transmission Operator shall participate in a joint effort to modify the recommendation to the satisfaction of all involved Transmission Operators. If negative impacts are not found, the SST shall accept the recommendation. If the SST finds the study incomplete, the responsible Transmission Operator shall make further analysis to the satisfaction of the SST. Once the recommendation is shown to address the violation and any negative impacts have been mitigated to the extent practicable, the SST shall accept the recommendation.
IV. Need for New Facilities

(1) Undue limitation on the maintenance of the Transmission System and the provision of firm transmission service shall be deemed to create a need for new or upgraded facilities. Either situation shall require submittal of a transmission plan for review by the SST to resolve the issue and may result in cost sharing among the entities that benefit from facility additions or improvements. Any Eligible Transmission Service Customer requesting firm transmission service can initiate this review. This review can also be initiated by any WAPP organizational entity as a result of its performance of operational assessments.

(2) If the Transmission Operator with an identified limit is unable to determine alternatives in a timely manner, the SST may determine appropriate options and make a recommendation. In such circumstance, the SST shall include representation from the Transmission Operator with the limiting facility and Transmission Operators with transmission service or facilities that might be affected by the limiting facility or corrections. The SST shall provide a recommendation, along with options considered to the RTG or the relevant entity of WAPP to direct the appropriate Transmission Operators to begin implementation of the project.

V. Construction

(1) Each Transmission Operator shall use due diligence to construct transmission facilities as directed by the RTG or the relevant entity of WAPP, and subject to the receipt of any necessary regulatory approvals. Such construction shall be performed in accordance with Good Utility Practice, applicable WAPP Criteria, industry standards, each Transmission Operator’s specific reliability requirements and operating guidelines (to the extent these are not inconsistent with other requirements), and in accordance with all applicable regulatory requirements of ECOWAS and Member States. Each Transmission Operator shall be fully compensated to the greatest extent permitted by ERERA, for the costs of construction undertaken by such Transmission Operator in accordance with this WTSAUP.

(2) After a new transmission project has been approved by the relevant entity of WAPP, the SMO will direct the appropriate Transmission Operators to begin implementation of the project. If the project forms a connection between facilities of a single Transmission Operator, that Transmission Operator will be designated to provide the new facilities. If the project forms a connection between facilities owned by two different Transmission Operators or between a new facility and the facilities of a Transmission Operator, both entities will be designated to provide the new facilities. The two entities will agree between themselves how much of the project will be
provided by each entity. If agreement cannot be reached, the SMO will facilitate the ownership determination process.

(3) A designated provider for a project can elect to arrange for another entity or another existing Transmission Operator to build and/or own the project in its place. If a designated provider or providers do not or cannot agree to implement the project in a timely manner, the SMO will solicit and evaluate proposals for the project from other entities and select a replacement-designated provider.
## ATTACHMENT P

### TIMING FOR PROCESSES

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<thead>
<tr>
<th>Transmission Service Type</th>
<th>Term</th>
<th>Transmission Requests</th>
<th>SMO's Response to Application</th>
<th>From Date of Customer Commitment</th>
<th>Customer's Response</th>
<th>Energy Scheduling Changes</th>
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<td>No earlier than</td>
<td>Determine Capacity Available</td>
<td>System Impact Study</td>
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# ATTACHMENT Q

## APPLICATION FORM FOR SHORT-TERM FIRM AND NON-FIRM TRANSMISSION SERVICE

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<td><strong>Time Zone</strong></td>
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ATTACHMENT R
TRANSMISSION LOADING RELIEF PROCEDURES

Transmission Loading Relief shall be in compliance with the WAPP Operation Manual policies.
ATTACHMENT S

PROCEDURE FOR CALCULATION OF MW.KM IMPACTS FOR USE IN REVENUE ALLOCATION AND DETERMINATION OF LOSSES

I. Introduction

The purpose of this ATTACHMENT S is to describe the procedure for calculation of MW.km impacts implemented by the SMO for revenue allocation and determination of losses.

Definitions, models and parameters used in the calculations are presented, as well as a description of the calculations performed to determine Megawatt-km. Details of the application of MW.km impacts to the allocation of revenues and the determination of losses are treated in ATTACHMENTS L and M respectively.

The megawatt-km technique is a distance-based method of calculating impacts for transmission use considering that power will, to some extent, flow over all available paths from the generating source to the load.

II. Definitions, Models and Parameters Used

II.1 Composition of the Network Model

The network models used in the transmission service charge calculations are derived from load flow models of the WAPPITS assembled annually by WAPP. Prior to April 1 each year, data is submitted, models assembled, modifications required for using the models in the MW.km impact calculations are made, and the impact tables for the upcoming year are computed.

II.1.1 Annual Model

(a) The model used in the calculations is the Peak Load Operating model, as modified for use in the transmission service charge computations. Modifications to the model may include some AREA renumbering and required changes to phase shifter representations as outlined in Section II.1.4 below. WAPP Transmission Operators Systems are represented by AREAs in the model.

(b) Estimated MW.km impacts for next year may be calculated using the appropriate Software and appropriate planning model.
II.1.2 Transmission Elements Included in the Transmission Service Charge Calculations

All transmission lines and terminal equipment reflected in the Transmission Operators’ transmission accounts and included in transmission Service Charge shall be included in the network model.

II.1.3 Transmission Facility Rating Assumptions

(a) The ratings used are the most limiting rating reported in the then-current WAPP operating model on the normal continuous MVA ratings of transmission facilities.

(b) For transmission lines, these are normally the lesser of the conductor thermal rating and the rating of equipment such as switches, wave traps, etc.

(c) For transformers, these are normally the continuous rating of the transformers.

(d) The corresponding ratings from the applicable WAPP planning model are used in estimating MW.km impacts for future years.

II.1.4 Modelling Phase Shifters

Phase shifting transformers within WAPP are represented based on typical operations.

II.2 Transmission Facility Ownership Representation

Transmission Operators are required to update their transmission facility ownership representation annually. This update shall reflect all new transmission facility additions and retirements for the prior calendar year including any new network facilities constructed pursuant to any regional transmission planning process.

II.2.1 Transmission Lines and Terminals

Each transmission line, which is to participate in the calculation of the MW.km impacts, has a record in a branch ownership file. This file is required for the MegaWatt-Km Calculation in order to calculate MW.km impacts for use of every branch. The ownership file contains two types of records for every transmission line: one record contains the total line length; the other reflects the percentage of each Transmission Operator’s “ownership” (for collecting rents) of the line. If ownership percentages for a given branch are not provided, the ownership will be divided equally to the Areas in which the buses on either end of the branch reside in the load flow model. If a transmission line does not have a length entry in the ownership file, it will not participate in the calculation since the line length is not known.

II.2.2 Transformers

The transformer ownership file is similar to the branch ownership file, except that there is no length record associated with the transformer. The records for transformers serve the same function as for transmission lines. If ownership percentages for a given branch are not provided, the ownership will be divided
equally to the Area numbers in which the buses on either end of the branch reside in the load flow model.

II.2.3 Generation and Load

The ownership representation for generation and load is maintained in generation and load ownership files. These files are required for the MegaWatt.km calculation in order to model transactions. For each bus that has either generation or load, a record in the ownership file allocates to the AREAs their ownership percentage. If no record is entered for a load bus or generator bus, the ownership is allocated to the AREA in which the bus resides in the load flow model.

II.3 Representation of Utilities Outside of WAPP

Utilities outside of WAPP Region (non-Members) are to be represented in the model as needed to result in accurate impact calculations. Minimum representation for a non-member involved in a sale to a WAPP Member is ownership of a generator bus in the non-member's system or a generator bus judged to be electrically close to the non-Member's system. Similarly, minimum representation for a non-Member involved in a purchase from a member is ownership of a load bus in the non-member's system or a load bus judged to be electrically close to the non-member's system.

III. Calculating the Impact for Transmission Service

III.1 Principle of the Impact Calculation

The distribution of flows over each and every facility due to transactions between each combination of parties is determined by means of a software for the load flow computation.

III.2 The "MegaWatt.km" Method

(a) The Megawatt.km method starts from a solved load flow model of the system. Transactions are modelled between each combination of parties by changing generation on the sending, or selling end (Point of Receipt), and changing the load on the receiving, or buying end (Point of Delivery). A linear analysis technique is then used to determine the distribution of flows on each branch in the network after simulation. This value is used in subsequent calculations.

(b) Individual branch charges are calculated given the flow on the branch due to the transaction and the line length (for transmission lines) as described in Section II.2 and II.3 above. The individual branch impacts for transmission lines are determined as follows:

Transmission Line Impacts \([\text{MW.km}] = P \times L\)

Where
\[ P = \text{calculated flow due to the transaction} \]
\[ L = \text{line length in km} \]

(c) Similarly, the individual branch impacts for transformers are determined as follows:

Transformer Impacts [MW.km] = \( P \times T \)

Where

\[ P = \text{calculated flow due to the transaction.} \]
\[ T = 1 \text{ km by convention} \]

(d) The sum of all the individual branch impacts for each Transmission Operator is calculated in units MW.km. These charges can be summarized, by Transmission Operator, for all combinations of power transfers between Transmission Operator systems.

\[ \text{MW.km Impacts} [\text{MW.km}] = \sum \text{MW.km} \]

III.3 Matrices for Transmission Service Impacts

Transmission service MW.km impacts using this MW.km methodology shall be set forth in matrices developed by the SMO and posted on the WAEMIS. The matrices shall be changed once per year.

III.4 Generator and Load Dispatch

(c) All capacity transactions are simulated as coming from all of a seller's on-line generation, except for that generation which is already fully loaded, in proportion to unit MW base (nameplate rating). The transaction is simulated as delivered to the buyer's entire load.

(b) Energy transactions are simulated as coming from all of the seller's on-line generation, except for that generation which is already fully loaded, in proportion to the unit MW base (nameplate rating) and delivered to all of the buyer's load.

(c) Each load on a bus at which the buyer represents load ownership picks up a proportionate amount of the transaction. The portion of the transaction picked up at any given bus is the amount of load owned by the buyer on that bus divided by the total load owned by the buyer.
ATTACHMENT T

RATE SHEET FOR FIRM POINT-TO-POINT TRANSMISSION SERVICE

This is an illustration of Capacity Charge based on the Transmission tariff Model. The table below shall be filled and updated by the SMO and approved by ERERA annually and published (in October each year) on the WAEMIS.

YEARLY WHEELING CHARGE BETWEEN WAPP TSO FOR FIRM TRANSMISSION CONTRACTS

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<th>NIGELEC</th>
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ATTACHMENT U

RATE SCHEDULE FOR COMPENSATION FOR RESCHEDULED MAINTENANCE COSTS

I. Purpose

The purpose of this ATTACHMENT U is to provide for:

- the payment by the SMO of compensation to Generation Operators and Transmission Operators for the costs of rescheduling previously scheduled generation or transmission maintenance, when such maintenance is rescheduled pursuant to the SMO's directive or pursuant to agreement of the Generation Operator or the Transmission Operator and SMO (in response to the SMO's request), and
- the recovery by the SMO of the costs of such payments.

II. Compensation to Generation Operators and Transmission Operators:

(1) Generation Operators within the WAPP Region shall coordinate the maintenance of generating units with the SMO to the extent such maintenance directly affects the capacity or reliability of the WAPPITS. The SMO shall review the generating unit maintenance schedules submitted by Generation Operators. Any Generation Operator that reschedules planned maintenance as a result of the SMO's review or coordination shall be fully compensated by the SMO for all additional costs associated with any such rescheduling. Generation Operators shall use best efforts to minimize costs resulting from rescheduled maintenance.

(2) Consistent with the WAPP Articles of Agreement, Transmission Operators are required to coordinate with the SMO for all planned maintenance of WAPPITS' Facilities. The SMO shall notify a Transmission Operator of the need to change previously reviewed planned maintenance outages.

(3) If the planned maintenance is rescheduled, the SMO shall fully compensate the Transmission Operator for any additional costs associated with any such rescheduling of planned maintenance outages. Transmission Operators shall use best efforts to minimize costs resulting from rescheduled maintenance.

(4) The following are the costs associated with the rescheduling to be recovered by the Generation Operator and the Transmission Operator:

[a] Additional labour costs: The labour costs to be recovered from the SMO shall be the actual out-of-pocket additional labour costs faced by the Generation Operator or Transmission Operator that were incurred only because of the rescheduling of the maintenance. Any overhead cost addition shall be limited to the typical overhead cost addition (a percentage addition) used by the
Generation Operator or Transmission Operator for similar work, unless overhead costs can be directly identified as pertaining to this additional labour, in this case, the specific overhead costs will be paid.

(b) **Additional materials costs**: The materials cost to be recovered from the SMO shall be the actual out-of-pocket additional materials costs that were incurred only because of the rescheduling of the maintenance.

(c) **Opportunity costs**: If the rescheduled maintenance results in the Generation Operator or Transmission Operator foregoing generation sales revenues in excess of sales revenues that would have been foregone if the maintenance had taken place as originally scheduled, the affected Generation Operator or Transmission Operator shall be allowed to recover that difference. No opportunity costs recovered under ATTACHMENT K of the WTSAUP may be recovered under this provision.

The following formula shall be used in deriving the opportunity costs to be recovered:

\[
C = A - B
\]

Where:

\[
C = \text{the total opportunity cost to be recovered}
\]

\[
A = A_1 + A_2 + A_3 ...
\]

Where:

\[
A_1 = R_{A(1)} \times (SP_{A(1)} - MS_{A(1)})
\]

\[
A_2 = R_{A(2)} \times (SP_{A(2)} - MS_{A(2)})
\]

\[
A_3 = R_{A(3)} \times (SP_{A(3)} - MS_{A(3)}), ...
\]

The time period for this calculation is the time over which the rescheduled maintenance actually occurs.

Where:

\[
R_{A(n)} = \text{sales in kWh estimated to have been lost for each transaction (n) as a result of the rescheduled maintenance.}
\]

\[
SP_{A(n)} = \text{charge per kWh for each transaction (n) that the generation or Transmission Operator would have charged for the generation sales lost as a result of the maintenance being rescheduled; and}
\]

\[
MS_{A(n)} = \text{marginal running cost per kWh associated with each transaction (n) lost as a result of maintenance being rescheduled, defined as the out-of-pocket costs associated with generating the power for the lost sale, such costs to include the cost of fuel and variable operation and maintenance expenses of generating the next increment of power;}
\]

\[
B = B_1 + B_2 + B_3 ...
\]
Where:

\[
B_1 = R_B(1) \times (SP_{B(1)} - MS_{B(1)})
\]
\[
B_2 = R_B(2) \times (SP_{B(2)} - MS_{B(2)})
\]
\[
B_3 = R_B(3) \times (SP_{B(3)} - MS_{B(3)}), \ldots
\]

The time period for this calculation is the time over which the maintenance was to have taken place before it was rescheduled.

The generating unit sales and costs reflected in this calculation shall be the units or portions of units from which sales are lost.

Where:

\[R_B(n) = \text{the actual sales in kWh for each transaction (n) during the period of the originally scheduled, but changed, maintenance;}
\]
\[SP_B(n) = \text{charge per kWh for each transaction (n) reflected in B; and}
\]
\[MS_B(n) = \text{marginal running cost per kWh associated with each transaction (n) reflected in B, defined as the out-of-pocket costs associated with generating the power for the actual sale, such costs to include the cost of fuel and variable operation and maintenance expenses of generating the next increment of power.}
\]

If a negative number is produced from this formula, that amount shall be used to offset any additional labour and material costs until the compensation due is zero.

(d) All costs for which compensation is sought or provided under this Section are to be fully documented by the Generation Operator or Transmission Operator. The Generation Operator or Transmission Operator shall provide the SMO with information that the SMO believes is necessary to verify the additional costs of rescheduling planned maintenance. The SMO is to recover the costs of all payments made pursuant to this section as set forth in Section B below.

(e) The process to be followed is as follows:

(i) The SMO will notify the Generation Operator or Transmission Operator of its desire to have maintenance rescheduled.

(ii) The Generation Operator or Transmission Operator shall provide the SMO with a non-binding estimate of its costs recoverable under this ATTACHMENT U using a template developed by the SMO to provide and support the estimate.

(iii) If the SMO and the Generation Operator or Transmission Operator agree (in response to the SMO’s request) or if the SMO is authorized to direct
the rescheduled maintenance and the SMO requires rescheduling, then the maintenance will be rescheduled.

(iv) For rescheduled maintenance, the SMO shall receive bills reflecting actuals as soon as possible but no later than three months after the end of the maintenance, unless good cause exists for delay. These bills together with support shall be submitted using a template developed by the SMO.

(v) The SMO shall reflect these charges in monthly bills to customers no later than two months after receiving bills or requests for payment of the charges calculated pursuant to this ATTACHMENT U.

(vi) The Generation Operator or Transmission Operator will allow the SMO and Transmission Customers to audit their basis for the charges under this ATTACHMENT U for a period of six months after the final bill is sent to the SMO subject to the execution of any appropriate confidentiality agreements.

(vii) The SMO shall pay the Generation Operator or Transmission Operator as soon as practicable after the SMO is paid but, in any event, no later than 60 days of receiving an invoice from a Generation Operator or Transmission Operator.

III. Recovery of Compensation Costs by the SMO

(1) The SMO shall be entitled to recover all costs associated with the compensation of Generation Operators, or Transmission Operators pursuant to this Rate Schedule on a monthly basis. In order to recover these costs, the SMO shall add an additional monthly charge to the base transmission charges under this WTSAUP calculated using the following formula:

\[ X = \frac{Y}{Z} \]

Where:

\( X \) = Monthly maintenance reschedule charge addition (per kW/month)
\( Y \) = Rescheduled Maintenance Costs calculated in accordance with Section A above and any true-up with interest on the true-up amount.
\( Z \) = Transmission System Transaction Peak for the same month minus coincident peak usage of all Firm Point-to-Point Transmission Service plus Capacity Reserved of all Firm Point-to-Point Transmission Service customers.

(2) The SMO shall apply this charge to all customers under the WTSAUP in addition to the base transmission charge. The charge developed above is the rate for monthly service.
(3) The rate for weekly service will be the product of the monthly rate and 12 divided by 52. The rate for (on-peak) daily service will be the product of the monthly rate and 12 divided by 260. The rate for (on-peak) hourly service will be the product of the monthly rate and 12 divided by 1040. The rate for off-peak daily service will be the product of the monthly rate and 12 divided by 365. The rate for off-peak hourly service will be the product of the monthly rate and 12 divided by 7720. The on-peak period shall be 18:00 p.m. - 22:00 p.m. Monday through Friday.

(4) The total charge paid by a customer under this ATTACHMENT U pursuant to a reservation for hourly delivery shall not exceed the above on-peak daily rate times the highest amount of Capacity Reserved in any hour during such day. In addition, the total charge under this ATTACHMENT U in any week, pursuant to a reservation for hourly or daily delivery, shall not exceed the above rate specified for weekly delivery times the highest amount of Capacity Reserved in any hour during such week.

(5) Each Transmission Customer taking Point-to-Point Transmission Service shall pay the product of the applicable charge developed above multiplied by its applicable Point-to-Point Transmission Service reservations. The SMO shall recover the costs arising under this ATTACHMENT U that are not recovered from Point-to-Point Transmission Service customers.

(6) In deriving the charges, the SMO may estimate and bill the compensatory costs it owes or will owe. The SMO shall true-up that estimate in a later month, as provided below, with interest (such interest will be credited to the customer for over-estimates or to the Generation Operator or Transmission Operator that has rescheduled maintenance for underestimates).

(7) The SMO shall true-up on a monthly basis within two months after receiving actuals for any part of rescheduled maintenance. Such true-ups will involve changes based upon a further evaluation of estimates used for opportunity costs or revisions of bills previously received by the SMO. The SMO shall make available upon request the data and information supporting any rescheduled maintenance costs for a period of one year after the amounts are billed. If a Transmission Customer disagrees with the amounts charged, it may pursue the matter through dispute resolution procedures.
ATTACHMENT V

COORDINATED GENERATION INTERCONNECTION PROCEDURES

A Generation Interconnection Customer that proposes to (i) interconnect a generating unit to the WAPP Interconnected Transmission System (WAPPITS) or (ii) increase the capacity of a generating unit in the WAPPITS shall request interconnection with the Transmission System in accordance with these procedures.

I. **Generation Interconnection Process**

At the time the Generation Interconnection Customer submits its Generation Interconnection Request, it also shall submit an executed Feasibility Study Agreement, a form of which is contained in ATTACHMENT V-4 pursuant to which the Generation Interconnection Customer agrees to reimburse the SMO for the actual cost of the Feasibility Study. The normal interconnection process shall consist of a request by the Generation Interconnection Customer that initiates the Feasibility Study (Section I.2); the process progresses from there through the System Impact Study (Section I.3); and then to the Facilities Study (Section I.7). Third party studies may be used for any or all studies upon mutual agreement between the Generation Interconnection Customer and SMO. The Generation Interconnection Customer has the opportunity to expedite the study process by requesting either an Expedited System Impact Study (Section I.6) or an Expedited Generation Interconnection Study (Section I.9). Any request for expedition must be made at the time of the initial interconnection request. Prepayments for all studies are required and are based on estimates by the SMO on an individual request basis. The Generation Interconnection Customer is responsible for the SMO’s actual study costs and adjustments to the study cost estimates may be made by the SMO during or after the study. The Generation Interconnection Customer may terminate its Generation Interconnection request at any time during the study process upon written notice to the SMO; however, such termination shall not relieve the Generation Interconnection Customer of study costs incurred or committed to be incurred by the SMO. All interconnection requests shall be deemed complete once the completed application and appropriate prepayment have been received.

I.1. **Generation Interconnection Request**

A Generation Interconnection Customer shall submit to the SMO a Generation Interconnection Request. A Generation Interconnection Request shall include: (i) the location of the proposed generating unit site or existing generating unit; (ii) evidence of an ownership in, or right to acquire or control the generating unit site, reasonably acceptable to the SMO; (iii) the size of the proposed generating unit or the amount of increase in capacity of an existing generating unit; (iv) a description of the equipment configuration; and (v) the planned
in service date for the proposed generating unit or capacity increase of an existing generating unit. The Generation Interconnection Customer shall complete and include as part of the Generation Interconnection Request the Generation Operator Information Sheet and Generation Detail Information Sheets, included in ATTACHMENT V-2 and ATTACHMENT V-3. In conducting the Feasibility Study, the Generation Interconnection Customer shall cooperate in supplying any additional information as may be reasonably prescribed by the SMO and contained in the WAPP planning Criteria.

I.2. Feasibility Study

After receiving a Generation Interconnection Request, a signed Feasibility Study Agreement, and prepayment of the estimated Facility Study cost from the Generation Interconnection Customer, the SMO, in coordination with the affected Transmission Operator, shall conduct a Feasibility Study to make a preliminary determination of the type and scope of Interface Facilities, other Dedicated Customer Facilities and system upgrades that are needed to accept power into the grid at the interconnection receipt point necessary to accommodate the Generation Interconnection Request, and to provide the Generation Interconnection Customer a preliminary estimate of the time required to construct any necessary facilities and upgrades and the Generation Interconnection Customer’s cost responsibility, estimated for such facilities and upgrades. The SMO shall use due diligence to complete the Feasibility Study in accordance with the time periods specified in ATTACHMENT V-1. In the event the SMO is unable to complete the Feasibility Study within such time period, it shall so notify the affected Generation Interconnection Customer and the affected Transmission Operator and provide an estimated completion date along with an explanation of the reasons why additional time is needed to complete the study.

I.3. System Impact Study

Upon completion of the Feasibility Study, the SMO shall tender a System Impact Study Agreement to the affected Generation Interconnection Customer.

I.3.1. System Impact Study Agreement

The Generation Interconnection Customer shall agree to reimburse the SMO for the actual cost of a System Impact Study. The System Impact Study Agreement will specify the SMO’s estimated cost of the study in which the Generation Interconnection Request is being evaluated and the Generation Interconnection Customer’s cost responsibility for that study. In the event more than one Generation Interconnection Request is being evaluated in a single System Impact Study, the actual cost of such study shall be allocated among the participating Generation Interconnection Customers such that (i) each Generation Interconnection Customer pays 100 percent of the study costs associated with evaluating the Interface Facilities and other Dedicated Customer Facilities necessary to accommodate its Generation Interconnection Request and (ii) each Generation Interconnection Customer pays the study
costs associated with evaluating the system upgrades that are needed to accept power into the grid at the interconnection receipt point necessary to accommodate its Generation Interconnection Request in proportion to its projected cost responsibility (as determined in the Feasibility Study) for such upgrades.

I.3.2. Prepayment and Other Information

For a Generation Interconnection Request to retain its assigned priority pursuant to Section I.11 below, the Generation Interconnection Customer shall within 15 days of receiving the tendered System Impact Study Agreement (i) execute the System Impact Study Agreement and return it to the SMO, and (ii) pay the SMO the appropriate prepayment.

I.4. System Impact Study Procedures

The following procedures shall apply to System Impact Studies.

I.4.1. Scope of Studies

Except as otherwise described in Section I.5 below, the SMO, in coordination with the affected Transmission Operator, shall conduct System Impact Studies coincident with the schedule shown in ATTACHMENT V-1. System Impact Studies shall identify the system constraints relating to the Generation Interconnection Requests being evaluated in the study and the Interface Facilities, other Dedicated Customer Facilities and system upgrades that are needed to accept power into the grid at the interconnection receipt point necessary to accommodate each Generation Interconnection Request. The System Impact Studies shall refine the estimate provided in the Feasibility Study for each Generation Interconnection Customer’s cost responsibility for necessary Interface Facilities and system upgrades that are needed to accept power into the grid at the interconnection receipt point. The SMO, at its sole discretion, may determine to evaluate in the same System Impact Study for two or more Generation Interconnection Requests relating to interconnections or increases in capacity that are in electrical proximity to each other. In the event that more than one Generation Interconnection Request is being evaluated in a study, the SMO may provide a series of estimates to each participating Generation Interconnection Customer to reflect each Generation Interconnection Customer’s estimated cost responsibility based on varying assumptions regarding the number of Generation Interconnection Customers that decide to continue their Generation Interconnection Requests after completion of the System Impact Study.

I.4.2. Completion of Studies

The SMO shall provide a copy of the System Impact Study and related work papers to all Generation Interconnection Customers that had Generation Interconnection Requests evaluated in the study and the affected Transmission Operators. The SMO shall use due diligence to complete the System Impact Studies in accordance with time frames specified in ATTACHMENT V-1. In the event the SMO is unable to complete a System Impact Study
within such time period, it shall so notify in writing the affected Generation Interconnection Customers and the affected Transmission Operators and provide an estimated completion date, along with an explanation of the reasons why additional time is needed to complete the study.

1.5. Initial System Impact Studies
For Generation Interconnection Requests received prior to the date these procedures are accepted for filing by ERERA, the SMO shall commence System Impact Studies for all requests received as though they were received at the same time.

1.6. Expedited System Impact Study
An Expedited System Impact Study combines the Feasibility Study and System Impact Study. The Expedited System Impact Studies shall identify system constraints relevant to the Generation Interconnection Requests being evaluated and the Interface Facilities, other Dedicated Customer Facilities and system upgrades that are needed to accept power into the grid at the interconnection receipt point necessary to accommodate each Generation Interconnection Request. The Expedited System Impact Studies shall define and comprehensively estimate each Generation Interconnection Customer's cost responsibility for necessary facilities and upgrades.

1.7. Facilities Study
Within 30 days following completion of a System Impact Study or an Expedited System Impact Study, the SMO shall tender to the affected Generation Interconnection Customer(s) a Facilities Study Agreement.

1.7.1. Facilities Study Agreement
Pursuant to the Facilities Study Agreement, the Generation Interconnection Customer shall agree to reimburse the SMO for the actual cost of a Facilities Study. The SMO shall provide the Generation Interconnection Customer with an estimate of the time needed to complete the Facilities Study, the estimated cost of the study, and, if more than one Generation Interconnection Request is being evaluated in the study, the Generation Interconnection Customer's allocated share of the costs.

1.7.2. Prepayment and Allocation of Costs
In the event more than one Generation Interconnection Request is being evaluated in a single Facilities Study, the estimated cost of such study shall be allocated among the participating Generation Interconnection Customers such that (i) each Generation Interconnection Customer pays 100 percent of the study costs associated with evaluating
the Interface Facilities and other Dedicated Customer Facilities necessary to accommodate its Generation Interconnection Request and (ii) each Generation Interconnection Customer pays the study costs associated with evaluating the system upgrades that are needed to accept power into the grid at the interconnection receipt point necessary to accommodate its Generation Interconnection Request in proportion to its projected cost responsibility (as determined in the System Impact Study) for such upgrades. For a Generation Interconnection Request to retain its assigned priority pursuant to Section I.11 below, a Generation Interconnection Customer must, within 15 days, execute and return the Facilities Study Agreement to the SMO in accordance with ATTACHMENT V-1, as it pertains to the tendered agreement. If a participating Generation Interconnection Customer fails to execute the Facilities Study Agreement or to pay the prepayment, its Generation Interconnection Request shall be deemed terminated and withdrawn. If a terminated and withdrawn Generation Interconnection Request was to be included in a Facilities Study evaluating more than one request, then the costs of the Facilities Study shall be re-determined and reallocated among the remaining participating Generation Interconnection Customers as specified in this Section.

I.8. Facilities Study Procedures
The SMO, in coordination with the affected Transmission Operators, will conduct Facilities Studies relating to the Generation Interconnection Requests that were evaluated in the corresponding System Impact Studies, to the extent such Generation Interconnection Requests have not been terminated and withdrawn. When completed, the Facilities Studies will include good faith estimates of the cost, determined in accordance with this WTSAUP, to be charged or assigned to each affected Generation Interconnection Customer for the Interface Facilities, other Dedicated Customer Facilities and system upgrades needed to accept power into the grid at the interconnection receipt point that are necessary to accommodate each Generation Interconnection Request evaluated in the study and the time required to complete construction of the facilities and upgrades.

I.9. Expedited Generation Interconnection Study
An Expedited Generation Interconnection Study process is available to Generation Interconnection Customers that desire to complete in a one combined study, Feasibility Study, System Impact Studies and Facility Studies. A prepayment is required for the initiation of an Expedited Generation Interconnection Study.

I.10. Generation Interconnection Agreement
Upon completion of a Facilities Study or an Expedited Generation Interconnection Study, the SMO shall tender to the Generation Interconnection Customer a Generation Interconnection Agreement to be executed by the Generation Interconnection Customer, the SMO, and the
Transmission Operator. The SMO shall develop and submit to ERERA for approval, a template of Generation Interconnection Agreement (ATTACHMENT V-5)


The Generation Interconnection Agreement shall specify the Transmission Operators that will be responsible for the construction of facilities and upgrades, determined in a manner consistent with ATTACHMENT J, Recovery of Costs Associated with New Facilities, and ATTACHMENT O, Coordinated Planning Procedures of this WTSAUP.

I.10.2. Retaining Priority and Security

(1) Retaining Priority

To retain the assigned priority of its Generation Interconnection Request pursuant to Section I.11 below, the Generation Interconnection Customer, in accordance with the time frames prescribed in ATTACHMENT V-1, must execute and return the tendered Generation Interconnection Agreement to the SMO within 60 days or, alternatively, request dispute resolution or that the Generation Interconnection Agreement be filed unexecuted with ERERA.

(2) Security

At the time the Generation Interconnection Customer executes and returns to the Transmission Operator the Generation Interconnection Agreement (or requests dispute resolution or that it be filed unexecuted with ERERA), the Generation Interconnection Customer also shall provide the SMO (for the benefit of the affected Transmission Operators) with a letter of credit or other reasonable form of security acceptable to the SMO that (i) names the SMO and the affected Transmission Operators as beneficiaries and (ii) is in an amount equivalent to the estimated costs determined by the Transmission Operator of new facilities or upgrades for which the Generation Interconnection Customer is responsible consistent with commercial practices. The SMO shall provide the affected Transmission Operator with a copy of the letter of credit or other form of security.

(3) Withdrawal

If a Generation Interconnection Customer fails to timely execute the Generation Interconnection Agreement (or request dispute resolution or that the agreement be filed unexecuted with ERERA), meet the requirements set forth in Section I.10.3 below, or provide the security prescribed in this Section I.10.2, its Generation Interconnection Request shall be deemed terminated and withdrawn. In the event that a terminated and withdrawn Generation Interconnection Request was included in a Facilities Study that evaluated more than one Generation Interconnection Request, the SMO shall reevaluate the need for the facilities and upgrades indicated by the Facilities Study, re-determine the cost responsibility of each remaining Generation Interconnection Customer for the necessary facilities and upgrades based on its assigned priority pursuant to Section I.11 below, and enter into an amended
Generation Interconnection Agreement with each remaining Generation Interconnection Customer setting forth its revised cost obligation. In such event, if the amount of a Generation Interconnection Customer's cost responsibility increases, the Generation Interconnection Customer shall provide additional security pursuant to this Section I.10.

I.10.3. Notice to Proceed
The SMO, in coordination with the Transmission Operator, shall submit to the Generation Interconnection Customer a Notice to Proceed. This notice shall be completed and returned to the SMO obligating the Generation Interconnection Customer to pay for facilities consistent with this WTSAUP. Termination and withdrawal of a Generation Interconnection Request shall not relieve the Generation Interconnection Customer from reimbursing the SMO (for the benefit of the affected Transmission Operator) for the actual costs incurred prior to such termination and withdrawal.

I.10.4. Filing of Generation Interconnection Agreement
The SMO shall file the Generation Interconnection Agreement in compliance with applicable regulations.

I.11. Priority of Requests
Each Generation Interconnection Request shall be assigned a priority, based on the chronological sequence in which it was received, which means priorities will be assigned on a first-come, first-served basis. A Generation Interconnection Request that is deemed terminated and withdrawn shall lose its priority and will not be included in any further studies. Nothing in this Section, however, precludes an entity from later submitting a new Generation Interconnection Request or resubmitting a withdrawn or terminated request and receiving a new priority.

I.12. Responsibilities of the SMO and Transmission Operators
The SMO shall be responsible for the coordination of all studies in accordance with ATTACHMENT O. The affected Transmission Operators shall be responsible for all estimates of costs and construction times required by Feasibility Studies, System Impact Studies, and Facilities Studies, and for all determinations regarding distribution facilities.

I.13. Requests Under 10 Megawatts and Capacity Increases
The SMO shall develop streamlined procedures for Generation Interconnection Requests involving increases in the capacity of an existing generating unit. New generation units, with capacity of less than 10 megawatts, shall also have streamlined procedures for interconnection. The SMO on a non-discriminatory basis shall have the right to waive the procedures of this ATTACHMENT V for any request less than 10 megawatts.
II. Cost Responsibility for Necessary Facilities and Upgrades

The Generation Interconnection Agreement shall specify the Generation Interconnection Customer's responsibility for the cost of necessary Interface Facilities, other Dedicated Customer Facilities and system upgrades that are needed to accept power into the grid at the Point of Receipt.

III. Confidentiality

Until completion of each study required under this ATTACHMENT V, the SMO shall keep confidential all information provided to it by Generation Interconnection Customers relating to such study. The SMO shall give notice through its WAEMIS when a study is completed and shall make the completed study public and available upon request, except that the identity of the Generation Interconnection Customer shall remain confidential until the earlier of the date the Generation Interconnection Agreement is filed with ERERA or when the Generation Interconnection Customer permits.

To the extent that the SMO consults with, or conducts the studies required under this ATTACHMENT V with the cooperation or participation of Transmission Operator(s), the Transmission Operator(s) shall keep all information provided by Generation Interconnection Customers confidential and shall use such information solely for the purpose of the study for which it was provided and no other purpose.

IV. Priority Assignment to Pre-Existing Interconnection Requests

To the extent that, prior to the date this WTSAUP come into force, an entity had pre-existing, continuing plans to interconnect new generation or increase the capacity of existing generation in the WAPP Region, the SMO will assign a priority to the entity's request based on the date the request was initiated with the Transmission Operator to which it is interconnecting. Within 30 days after this WTSAUP come into force, any entity, that believes its priority should be based on an earlier date, may submit documentation certified by an officer of the entity that reasonably demonstrates that on the date the entity believes the priority of its request should be based, it could have provided all of the information required under Section I of this ATTACHMENT V. Such documentation will be confirmed by the affected Transmission Operator(s). Such documentation may be submitted on a confidential basis. Within 30 days of the submission of the documentation, the SMO shall notify the entity of its determination, based on the documentation, of the date on which the priority of the entity's request for interconnection shall be based and shall post the date on the SMO's WAEMIS as may be required by regulations.
## ATTACHMENT V-1

### GENERATION INTERCONNECTION STUDY TIME FRAMES

<table>
<thead>
<tr>
<th></th>
<th>Feasibility Study</th>
<th>System Impact Study</th>
<th>Expedited System Impact Study</th>
<th>Facilities Study</th>
<th>Expedited Generation Interconnection Study</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Customer Response</strong></td>
<td>N/A</td>
<td>15 Days</td>
<td>N/A</td>
<td>15 Days</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Study Commencement</strong></td>
<td>Upon Receipt</td>
<td>Upon Receipt</td>
<td>Upon Receipt</td>
<td>Upon Receipt</td>
<td>Upon Receipt</td>
</tr>
<tr>
<td><strong>Estimate of Study Duration</strong></td>
<td>30 Days</td>
<td>60-90 Days</td>
<td>60-120 Days</td>
<td>60 Days</td>
<td>90-120 Days</td>
</tr>
<tr>
<td><strong>Retain Priority</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>60 Days</td>
<td>60 Days</td>
</tr>
</tbody>
</table>

1. None of the above studies will begin until an agreement to conduct the study is executed by the Parties and all data needed to conduct a study have been provided to the SMO and the affected Transmission Operator(s).

2. To retain the priority assigned to its Generation Interconnection Request pursuant to Section I.11, the Generation Interconnection Customer(s) must execute and return to the SMO, the Generation Interconnection Agreement(s) within 60 days of completion of the Facilities Study or Expedited Generation Interconnection Study and the SMO's tendering of the agreement(s) to the customer(s).
ATTACHMENT V-2

GENERATION OPERATOR INFORMATION SHEET

Generation Interconnection Customer:__________________________________________
Contact Person (Requester):_________________________________________________
Title:_________________________________________________________________
Company:________________________________________________________________
Mailing Address:_________________________________________________________________
Country:________________________ Street Address:___________________________
City:_________________________________________________________________________
Telephone Number: (________) ___________________________________________
Facsimile (FAX) Number: (________) _______________________________________
Internet email Address: ______________________________________________________
Requested Transmission Energization Date (MM/DD/YY): ___________________________
Generation In Service (MM/DD/YY): start __________________ through ________________________

Actual information and test data about generator step up transformers, all generator data including data for transient stability studies and sub-synchronous resonance (SSR) data will be provided to the SMO and Transmission Operator before the generation goes into commercial operation. I understand that all of this data will become public and added to the WAPP databases (including power flow base cases, stability, system protection, etc.) when the plant goes into commercial operation. Any updates to this information will be provided within 60 days to the Transmission Operator and the SMO as changes or upgrades are made during the life of the plant.

The generating entity and any future owners of the plant agree to comply with all applicable WAPP and ERERA regulations. It is understood and agreed that such requirements are subject to change from time to time, and such changes shall automatically become applicable based upon the effective date of the approved change.

Authorized Signature:________________________________________________________
Date:________________________

________________________________________ (Name printed or typed)

By:________________________________________

Page 114 of 125
1. Transient Stability Data

GENERATOR DATA FOR TRANSIENT STABILITY STUDIES

<table>
<thead>
<tr>
<th>Plant Name</th>
<th>Unit ID</th>
<th>Direct-Axis</th>
<th>Quadrature Axis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reactance (in percent, based on rated MVA, kV)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Synchronous</td>
<td></td>
<td>$X_o$</td>
<td>$X_q$</td>
</tr>
<tr>
<td>Transient</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unsaturated @ rated current</td>
<td></td>
<td>$X'_{o}$</td>
<td>$X'_{q}$</td>
</tr>
<tr>
<td>Saturated @ rated voltage</td>
<td></td>
<td>$X'_{ov}$</td>
<td>$X'_{qv}$</td>
</tr>
<tr>
<td>Sub-Transient</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unsaturated @ rated current</td>
<td></td>
<td>$X''_{o}$</td>
<td>$X''_{q}$</td>
</tr>
<tr>
<td>Saturated @ rated voltage</td>
<td></td>
<td>$X''_{ov}$</td>
<td>$X''_{qv}$</td>
</tr>
<tr>
<td>Reactances (in percent, based on rated MVA, kV)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Negative-Phase-Sequence @ rated voltage</td>
<td></td>
<td></td>
<td>$X_2$</td>
</tr>
<tr>
<td>Zero-Phase-Sequence @ rated voltage</td>
<td></td>
<td></td>
<td>$X_0$</td>
</tr>
<tr>
<td>Leakage Reactance @ rated voltage</td>
<td></td>
<td></td>
<td>$X_l$</td>
</tr>
<tr>
<td>Potier Reactance</td>
<td></td>
<td></td>
<td>$X_p$</td>
</tr>
<tr>
<td>Positive Sequence Armature Resistance (Ohms/phase)</td>
<td></td>
<td></td>
<td>$R_l$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Time Constants (seconds)</th>
<th>Direct Axis</th>
<th>Quadrature Axis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transient, open circuit</td>
<td>$T'_{do}$</td>
<td>$T'_{dq}$</td>
</tr>
<tr>
<td>Sub-Transient, open circuit</td>
<td>$T''_{do}$</td>
<td>$T''_{dq}$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Saturation Factors</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>@ 100% Rated Terminal Voltage</td>
<td>$S_{1,0}$</td>
</tr>
<tr>
<td>@ 120% Rated Terminal Voltage</td>
<td>$S_{1,2}$</td>
</tr>
</tbody>
</table>
2. Sub-synchronous Resonance (SSR) Data

Please provide data for SSR studies:
- identification of the masses, such as, HP, IP, LP1, LP2, EXC, etc.
- the inertia constant of each mass, either in MWs/MVA
- the damping associated with each mass, either in pu torque/pu speed deviation,
- the stiffness (spring constant) between each two mass, either in pu torque/rad,

<table>
<thead>
<tr>
<th>Unit ID:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Name:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mass Name</th>
<th>Mass Inertia</th>
<th>MWs/MVA</th>
<th>Associated Damping</th>
<th>(pu torque/pu speed)</th>
<th>Between Masses (Spring Const.)</th>
<th>(pu torque/rad)</th>
</tr>
</thead>
</table>
3. Transmission Operator Facility Interconnection Data

<table>
<thead>
<tr>
<th>Plant location (county and more specific information, if available)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Control Area (four-letter acronym) is different from SMO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Peak period Net</th>
<th>Maximum Total MW</th>
<th>Maximum Mvar lagging</th>
<th>Maximum Mvar leading</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Plant Net Capability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MW to be used for Transaction</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

4. Transaction Information

(used to identify transmission constraints)

<table>
<thead>
<tr>
<th>Generation plant intended customer load location(s) inside or outside of WAPP System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Generation Off Set Location if known</td>
</tr>
</tbody>
</table>

5. Transmission Operator Facility Interconnection Data

GENERATOR STEP-UP OR UNIT MAIN POWER TRANSFORMER DATA

<table>
<thead>
<tr>
<th>Plant Name</th>
<th>Unit ID(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer</td>
<td>Date</td>
</tr>
<tr>
<td>Number of Transformers</td>
<td>Phase</td>
</tr>
<tr>
<td>Rated kVA</td>
<td>Type of Cooling</td>
</tr>
<tr>
<td>55°C C Rise</td>
<td></td>
</tr>
<tr>
<td>65°C C Rise</td>
<td></td>
</tr>
<tr>
<td>Connection</td>
<td>(Yground)</td>
</tr>
<tr>
<td><strong>WAPP TRANSMISSION SERVICE ACCESS AND USE PROCEDURES (WTSAUP)</strong></td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Rated Voltage</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BIL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Available Taps</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Present Tap Settings</strong></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Positive Sequence Impedances</strong></th>
<th>H-X</th>
<th>H-Y</th>
<th>X-Y</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Percent</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MVA Base</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Negative Sequence Impedances</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Percent</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MVA Base</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Zero Sequence Impedances</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Percent</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MVA Base</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Winding Resistance</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ohms (Ω)</strong></td>
<td>H</td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>MVA Ratings for each windings</strong></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Current Transformer Ratios</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>H =</strong></td>
<td>X =</td>
<td>Y =</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Percent Exciting Current</strong></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

Please supply copies of nameplate and manufacturer’s test report when received.

* -- Type of Cooling: OA OA/FA OA/FA/FA OA/FOA Other (Specify Type)
ATTACHMENT V-4

FEASIBILITY STUDY AGREEMENT FORM

This Feasibility Study Agreement is made as of [insert Execution Date: day/month/year] at Cotonou, Republic of Benin, pursuant to the WAPP Transmission Service Access and Use Procedures (WTSAUP)

BETWEEN:

The System and Market Operator (hereinafter called the SMO), as established by the Chapter III of the Regional Market Rules which shall include its successors and/or permitted assigns, an International Organization having its principal office at Cotonou in the Republic of Benin;

and

[Insert the Company name], a company having its registered office at [insert physical address] and official registration number [insert number], represented by [it’s] [insert the designation of the duly authorized representative of the Applicant], [insert the Name of the duly authorized representative of the Applicant], (hereinafter referred to as the "Generation Interconnection Customer" which shall include its successors and/or permitted assigns)

The SMO and the Generation Interconnection Customer are hereinafter together referred to as "Parties" or individually as "Party"

WHEREAS

1. Pursuant to the Coordinated Generation Interconnection Procedures in the WTSAUP, the Generation Interconnection Customer has submitted a Generation Interconnection Request and has paid the requisite prepayment to the SMO.
2. The Generation Interconnection Customer requests interconnection to the WAPPITS of a generating project with the following specifications.
   (a) Location of generating plant:
(b) Identification of evidence of ownership interest in, or right to acquire or control, the generating site:

(c) Size in megawatts of generating plant or increase in capacity of existing generating plant:

(d) Description of the equipment configuration (preliminary one-line):

(e) Planned date the generating plant or increase in capacity will be in service:

(f) Other information:

PURPOSE OF THE FEASIBILITY STUDY

Article 1. Consistent with the WTSAUP, the SMO, in coordination with the affected Transmission Operator(s), shall conduct a Feasibility Study to provide the Generation Interconnection Customer with preliminary determinations of: (i) the type and scope of the Interface Facilities, other Dedicated Customer Facilities and system upgrades that are needed to accept power into the grid at the Point of Receipt, that will be necessary to accommodate the Generation Interconnection Request; (ii) the time that will be required to construct such facilities and upgrades; and (iii) the Generation Interconnection Customer's cost responsibility for the necessary facilities and upgrades. In the event that the SMO is unable to complete the Feasibility Study within 30 days of the Generation Interconnection Customer's submission of its Generation Interconnection Request and execution of this Feasibility Study Agreement, the SMO shall notify the Generation Interconnection Customer and explain the reasons for the delay.

Article 2. The Feasibility Study conducted under this agreement will provide only preliminary non-final estimates of the cost and length of time required to accommodate the Generation Interconnection Customer's Generation Interconnection Request. More comprehensive estimates will be developed only upon execution of a System Impact Study Agreement and a Facilities Study Agreement in accordance with the WTSAUP. The Feasibility Study necessarily will employ various assumptions regarding the Generation Interconnection Request, other pending requests, and WAPP’s Regional
transmission expansion plans at the time of the study. The Feasibility Study shall not obligate the SMO or the Transmission Operators to interconnect with the Generation Interconnection Customer or construct any facilities or upgrades.

CONFIDENTIALITY

Article 3. The Generation Interconnection Customer agrees to provide all information requested by the SMO necessary to complete the Feasibility Study. Information provided pursuant to this Section shall be and remain confidential subject to Article 4 of this Feasibility Study Agreement and to the extent required by the WTSAUP.

Article 4. The SMO shall give notice through its WAEMIS when the Feasibility Study is completed and shall make the study public and available upon request, except that the identity of the Generation Interconnection Customer shall remain confidential until the earlier of the date the unexecuted Generation Interconnection Agreement is filed with ERERA or when the Generation Interconnection Customer permits.

Article 5. The Generation Interconnection Customer acknowledges that, consistent with the WTSAUP, the Transmission Operators will participate in the Feasibility Study process and that the SMO may disseminate information to the Transmission Operators and rely upon them to conduct part or all of the Feasibility Study.

COST RESPONSIBILITY

Article 6. The Generation Interconnection Customer shall reimburse the SMO for the actual cost of the Feasibility Study. The prepayment paid by the Generation Interconnection Customer pursuant to the WTSAUP shall be applied toward the Generation Interconnection Customer's Feasibility Study cost responsibility. Within 10 days of receiving such cost estimate, the Generation Interconnection Customer may withdraw its Generation Interconnection Request. Unless the Generation Interconnection Request is withdrawn, the Generation Interconnection Customer agrees to pay the actual additional costs of the Feasibility Study. The Generation Interconnection Customer shall pay the SMO for any actual costs in excess of prepayments or deposits within ten (10) days after receiving the invoice. Any amounts not paid by the due date shall accrue interest at the applicable Interest Rate with such interest to be calculated from and including the due date but excluding the date the amount is paid in full. The applicable Interest Rate shall be the rate of the SMO's settlement bank as provided by the Market Procedures.

Article 7. If the above rate is not published on a particular day, then the corresponding rate on the most recent preceding day shall be used. If at any time the SMO has a reasonable basis to believe that the Generation Interconnection Customer's creditworthiness has become unsatisfactory, then the SMO may require the Generation Interconnection Customer to provide an additional cash prepayment, a letter of credit, or some other collateral or security acceptable to the SMO. The Generation Interconnection
Customer shall provide such credit assurances within three business days or the SMO shall have the right to cease work on the study.

**DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY**

**Article 8.** In analysing and preparing the Feasibility Study, the SMO, the Transmission Operators, and any other subcontractors employed by the SMO or the Transmission Operators shall have to rely on information provided by the Generation Interconnection Customer, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither the SMO, the Transmission Operators, nor any other subcontractors employed by the SMO or the Transmission Operators makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose with regard to the accuracy, content, or conclusions of the feasibility study. The Generation Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this Feasibility Study Agreement nor the Feasibility Study prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the SMO or the Transmission Operators to provide any Transmission Service or generation interconnection service, to or on behalf of, the Generation Interconnection Customer, either at this point in time or in the future.

**Article 9.** In no event will the SMO, Transmission Operators or other subcontractors employed by the SMO or Transmission Operators be liable for indirect, special, incidental, punitive, or consequential damages of any kind, including loss of profits, whether under this Feasibility Study Agreement or otherwise, even if the SMO, Transmission Operators, or other subcontractors employed by the SMO or Transmission Operators have been advised of the possibility of such a loss. The Generation Interconnection Customer shall indemnify, defend, and hold harmless the SMO, Transmission Operators, or other subcontractors employed by the SMO or Transmission Operators from any such damages or claims. The SMO, Transmission Operators, or other subcontractors employed by the SMO or Transmission Operators shall not be liable for any delay in delivery or of the non-performance or delay in performance of the SMO’s obligations under this Feasibility Study Agreement.

**Article 10.** Without limitation of the foregoing, the Generation Interconnection Customer further agrees that the SMO, the Transmission Operators and other subcontractors employed by the SMO or Transmission Operators who prepare or assist in the preparation of any Feasibility Study shall be deemed third party beneficiaries of this provision entitled, "Disclaimer of Warranty/Limitation of Liability."
MISCELLANEOUS

Article 11. Any notice or requests regarding this Feasibility Study Agreement shall be made to the representative of the Parties as indicated below:

SMO:
Postal Address: [insert]
Physical Address: [insert]
Country of Registered Office [insert Country within the Regional Electricity Market]
Email Address: [insert]
Fax No.: [insert]
Tel No.: [insert]
Attention: [insert]; and

Generation Interconnection Customer:
Postal Address: [insert]
Physical Address: [insert]
Country of Registered Office [insert Country within the Regional Electricity Market]
Email Address: [insert]
Fax No.: [insert]
Tel No.: [insert]
Attention: [insert]; and

Article 12. No waiver by either Party of one or more defaults by the other in performance of any of the provisions of this Feasibility Study Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

Article 13. This Feasibility Study Agreement or any part thereof, may not be amended, modified, or waived, other than by a written statement signed by all Parties hereto.

Article 14. This Feasibility Study Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators, successors, and assigns.

Article 15. Neither this Feasibility Study Agreement, nor the Feasibility Study performed hereunder, shall be construed as an application for transmission service under the WTSAUP. The Generation Interconnection Customer shall submit a separate application for service pursuant to the WTSAUP for transmission service.
Article 16. Any dispute shall be settled in accordance with the provisions of WTSAUP

IN WITNESS WHEREOF, the Parties hereto have executed this Feasibility Study Agreement, by their duly authorized representatives with full rights, power and authority to enter into and perform this Feasibility Study Agreement, the day and year first above written.

The Common Seal of the within named
For the "SMO"

Signature: [Duly authorised Signature]
Name: [Full Name of the Signatory]
Designation: [Designation of the Signatory]

has been affixed hereto in the presence of:

Signature: [Duly authorised Signature]
Name: [Full Name of the Signatory]
Designation: [Designation of the Signatory]

The Common Seal of the within named
For the "Generation Interconnection Customer" [Insert the Generation Interconnection Customer official name]

Signature: [Duly authorised Signature]
Name: [Full Name of the Signatory]
Designation: [Designation of the Signatory]

has been affixed hereto in the presence of:

Signature: [Duly authorised Signature]
Name: [Full Name of the Signatory]
Designation: [Designation of the Signatory]
ATTACHMENT V-5

TEMPLATE OF GENERATION INTERCONNECTION AGREEMENT

The Template of Generation Interconnection Agreement shall be developed by the SMO and submit to ERERA for approval.