



Colorado Springs Utilities

*It's how we're all connected*

2022

Open Access  
Transmission Tariff  
(OATT) Rate Case

May 24, 2022

# **Executive Summary**

## **Filing Summary**

Colorado Springs Utilities (Utilities) is submitting an Open Access Transmission Tariff (OATT) filing that includes proposed revisions specifying the terms and conditions associated with joining the Western Energy Imbalance Service (WEIS) Market operated by the Southwest Power Pool (SPP). In addition to these proposed revisions, there are Schedule modifications and an Attachment update replacing obsolete provisions associated with the current participation in the Joint Dispatch Agreement (JDA) administered by Public Service of Colorado.

As was the case with the JDA, generation resources of the participating utilities in the WEIS Market are dispatched in real-time to most economically serve customer load, but participation in WEIS broadens the resource pool to serve the aggregate demand. Utilities continues to anticipate financial savings from serving intra-hour energy imbalances at lower cost and from integrating our renewable energy portfolio more effectively. These proposed tariff revisions remove obsolete JDA terms and conditions and set forth the applicability requirements associated with the WEIS Market.

The effective date for the proposed tariff changes is August 1, 2022.

**Resolution**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION REGARDING CERTAIN CHANGES TO COLORADO SPRINGS UTILITIES' OPEN ACCESS TRANSMISSION TARIFF**

**WHEREAS**, City Council approved the current effective interstate Open Access Transmission Tariff by Resolutions 133-17, 75-18 and 43-19; and

**WHEREAS**, Colorado Springs Utilities (Utilities) has determined that it would be advantageous to leave the Joint Dispatch Agreement and to join the Western Imbalance Energy Service (WEIS) Market operated by the Southwest Power Pool; and

**WHEREAS**, Utilities has proposed to remove the Open Access Transmission Tariff section specifying the terms and conditions of Joint Dispatch Transmission Service, as well as a related schedule and attachment; and

**WHEREAS**, Utilities has proposed to adopt new and revised Open Access Transmission Tariff sections specifying the terms and conditions of WEIS Market service, as well as related new and revised schedules and attachments; and

**WHEREAS**, inclusion of these tariff provisions in Utilities' Open Access Transmission Tariff is a condition of participation in the WEIS Market; and

**WHEREAS**, the City Council finds that adoption of the proposed tariff sheets specifying the terms and conditions of WEIS Market service and the associated schedules and attachments, all as set forth in Utilities' Open Access Transmission Tariff, are just, reasonable, sufficient and not unduly discriminatory.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:**

Section 1: That Colorado Springs Utilities' Open Access Transmission Tariff, City Council Volume No. 3, shall be revised as follows:

Effective August 1, 2022

<b>City Council Vol. No. 3</b>		
<b>Sheet No.</b>	<b>Title</b>	<b>Cancels Sheet No.</b>
First Revised Sheet No. 3	Table of Contents	Original Sheet No. 3
Original Sheet No. 3.1	Table of Contents	
First Revised Sheet No. 5	Table of Contents	Original Sheet No. 5
Second Revised Sheet No. 8	Table of Contents	First Revised Sheet No. 8
Second Revised Sheet No. 9	Table of Contents	First Revised Sheet No. 9
First Revised Sheet No. 9.1	Table of Contents	Original Sheet No. 9.1
First Revised Sheet No. 24	Section I. Common Service Provisions	Original Sheet No. 24
Original Sheet No. 24.1	Section I. Common Service Provisions	
Original Sheet No. 24.2	Section I. Common Service Provisions	
First Revised Sheet No. 27	Section I. Common Service Provisions	Original Sheet No. 27
Original Sheet No. 27.1	Section I. Common Service Provisions	
First Revised Sheet No. 28	Section I. Common Service Provisions	Original Sheet No. 28
First Revised Sheet No. 29	Section I. Common Service Provisions	Original Sheet No. 29
First Revised Sheet No. 30	Section I. Common Service Provisions	Original Sheet No. 30
First Revised Sheet No. 61	Section II. Point-to-Point Transmission Service	Original Sheet No. 61
First Revised Sheet No. 62	Section II. Point-to-Point Transmission Service	Original Sheet No. 62
First Revised Sheet No. 91	Section III. Network Integration Transmission Service	Original Sheet No. 91
First Revised Sheet No. 126.1	Page Left Intentionally Blank	Original Sheet No. 126.1
First Revised Sheet No. 126.2	Page Left Intentionally Blank	Original Sheet No. 126.2
First Revised Sheet No. 126.3	Page Left Intentionally Blank	Original Sheet No. 126.3
First Revised Sheet No. 126.4	Page Left Intentionally Blank	Original Sheet No. 126.4
First Revised Sheet No. 126.5	Page Left Intentionally Blank	Original Sheet No. 126.5
First Revised Sheet No. 126.6	Page Left Intentionally Blank	Original Sheet No. 126.6
First Revised Sheet No. 126.7	Page Left Intentionally Blank	Original Sheet No. 126.7
First Revised Sheet No. 126.8	Page Left Intentionally Blank	Original Sheet No. 126.8
First Revised Sheet No. 126.9	Page Left Intentionally Blank	Original Sheet No. 126.9
First Revised Sheet No. 133	Schedule 4, Energy Imbalance Service	Original Sheet No. 133
First Revised Sheet No. 134	Schedule 4, Energy Imbalance Service	Original Sheet No. 134
Original Sheet No. 141.1	Schedule 8A, WEIS Joint Dispatch Transmission Service	
First Revised Sheet No. 142	Schedule 9, Generator Imbalance Service	Original Sheet No. 142
First Revised Sheet No. 144	Schedule 9, Generator Imbalance Service	Original Sheet No. 144

First Revised Sheet No. 144.1	Page Left Intentionally Blank	Original Sheet No. 144.1
First Revised Sheet No. 181.1	Page Left Intentionally Blank	Original Sheet No. 181.1
First Revised Sheet No. 181.2	Page Left Intentionally Blank	Original Sheet No. 181.2
Original Sheet No. 181.3	Attachment M, WEIS Market Provisions	
Original Sheet No. 181.4	Attachment M, WEIS Market Provisions	
Original Sheet No. 181.5	Attachment M, WEIS Market Provisions	
Original Sheet No. 181.6	Attachment M, WEIS Market Provisions	
Original Sheet No. 181.7	Attachment M, WEIS Market Provisions	
Original Sheet No. 181.8	Attachment M, WEIS Market Provisions	

Section 2: The attached sheets of Colorado Springs Utilities’ Open Access Transmission Tariff are hereby approved and adopted effective August 1, 2022 and shall remain in effect unless changed by subsequent Resolution of the City Council.

Dated at Colorado Springs, Colorado, this 12<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
City Council President

ATTEST:

\_\_\_\_\_  
Sarah B. Johnson, City Clerk

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**1.52 Transmission Provider's Monthly Transmission System Peak:**

The maximum firm usage of Colorado Springs Utilities' Transmission System in a calendar month.

**1.53 Transmission Service:**

Point-To-Point Transmission Service provided under Part II of the Tariff on a firm and non-firm basis.

**1.54 Transmission System:**

The facilities owned, controlled or operated by Colorado Springs Utilities that are used to provide transmission service under Part II and Part III of the Tariff.

**1.55 Western Energy Imbalance Service (WEIS):**

The Schedule 1 Service defined in the WEIS Tariff for the WEIS Region.

**1.56 WEIS Market:**

An energy imbalance service market in the Western Interconnection administered by the WEIS Market Operator under the WEIS Tariff.

**1.57 WEIS Market Footprint:**

The loads and resources that are located within a Control Area participating in the WEIS Market under the WEIS Tariff.

**2. Initial Allocation and Renewal Procedures**

**2.1 Initial Allocation of Available Transfer Capability:**

For purposes of determining whether existing capability on Colorado Springs Utilities' Transmission System is adequate to accommodate a request for firm service under this Tariff, all Completed Applications for new firm transmission service received during the initial sixty (60) day period commencing with the effective date of the Tariff will be deemed to have been filed simultaneously. A lottery system conducted by an independent party shall be used to assign priorities for Completed Applications filed simultaneously. All Completed Applications for firm transmission service.

**1.58 WEIS Market Operator:**

The entity that operates the WEIS Market in accordance with the WEIS Tariff and acts as the interface point of reliability functions with commercial functions. Currently, the WEIS Market Operator is Southwest Power Pool, Inc.

**1.59 WEIS Joint Dispatch Transmission Service:**

Intra-hour non-firm transmission service, as available, across transmission facilities of a Market Participant, as defined in the WEIS Tariff, that is used to transmit energy dispatched pursuant to the provisions of the WEIS Tariff.

**1.60 WEIS Joint Dispatch Transmission Service Customer:**

Any Market Participant, as defined in the WEIS Tariff, representing load in a Control Area participating in the WEIS Market.

**1.61 WEIS Joint Dispatch Transmission Service Provider:**

Any Market Participant, as defined in the WEIS Tariff, that provides Joint Dispatch Transmission Service and that is in a Control Area participating in the WEIS Market or Southwest Power Pool, Inc.

**1.62 WEIS Region:**

The geographic region of the WEIS Market operated by the WEIS Market Operator under the WEIS Tariff.



**1.63 WEIS Tariff:**

The Western Energy Imbalance Service Tariff, as approved by FERC, including all schedules or attachments thereto, as amended from time to time and approved by FERC.

**1.64 WEIS Transmission Provider's Facilities:**

Those facilities included in Colorado Springs Utilities' Transmission System that are located within the WEIS Region and over which Colorado Springs Utilities has agreed to allow the WEIS Market Operator to transmit energy dispatched pursuant to the provisions of the WEIS Tariff.

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**2. Initial Allocation and Renewal Procedures**

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**2.1 Initial Allocation of Available Transfer Capability:**

For purposes of determining whether existing capability on Colorado Springs Utilities' Transmission System is adequate to accommodate a request for firm service under this Tariff, all Completed Applications for new firm transmission service received during the initial sixty (60) day period commencing with the effective date of the Tariff will be deemed to have been filed simultaneously. A lottery system conducted by an independent party shall be used to assign priorities for Completed Applications filed simultaneously. All Completed Applications for firm transmission service

whether from Colorado Springs Utilities, from a third party, or by self-supply. Solely with respect to service provided over the WEIS Transmission Provider's Facilities, the Transmission Customer's Energy Imbalance for load served using the WEIS Transmission Provider's Facilities shall be settled pursuant to the WEIS Tariff and as further specified in Attachment M. Colorado Springs Utilities will provide, when and to the extent it is physically feasible to do so from its resources, Generator Imbalance Service when Transmission Service is used to deliver energy from a generator located within its control area. The Transmission Customer using Transmission Service to deliver energy from a generator located within the Colorado Springs Utilities' Control Area is required to acquire Generator Imbalance Service, whether from Colorado Springs Utilities, from a third party, or by self-supply. Solely with respect to service provided over the WEIS Transmission Provider's Facilities, the Transmission Customer's Generator Imbalance Service used to deliver energy from a generator using the WEIS Transmission Provider's Facilities shall be settled pursuant to the WEIS Tariff and as further specified in Attachment M. The Transmission Customer may not decline Colorado Springs Utilities' 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 Colorado Springs Utilities. ~~A Transmission Customer that exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery or an Eligible Customer that uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved is required to pay for all of the Ancillary Services identified in this section that were provided by Colorado Springs Utilities associated with the unreserved service. The Transmission Customer or Eligible Customer will pay for Ancillary Services based on the amount of transmission service it used but did not reserve.~~

A Transmission Customer that exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery or an Eligible Customer that uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved is required to pay for all of the Ancillary Services identified in this section that were provided by Colorado Springs Utilities associated with the unreserved service. The Transmission Customer or Eligible Customer will pay for Ancillary Services based on the amount of transmission service it used but did not reserve.

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If Colorado Springs Utilities is a public utility providing transmission service but is not a Control Area operator, it may be unable to provide some or all of the Ancillary Services. In this case, Colorado Springs Utilities can fulfill its obligation to provide Ancillary Services by acting as the Transmission Customer's agent to secure these Ancillary Services from the Control Area operator or through the WEIS Market. The Transmission Customer may elect to; (i) have Colorado Springs Utilities act as its agent, (ii) secure the Ancillary Services directly from the Control Area operator or through the WEIS Market, or (iii) secure the Ancillary Services (discussed in Schedules 3, 4, 5, 6 and 9) from a third party or by self-supply when technically feasible.

Colorado Springs Utilities shall specify the rate treatment and all related terms and conditions in the event of an unauthorized use of Ancillary Services by the Transmission Customer.

The specific Ancillary Services, prices and/or compensation methods are described on the Schedules and Attachments that are attached to and made a part of the Tariff. Three principal requirements apply to discounts for Ancillary Services provided by Colorado Springs Utilities in conjunction with its provision of transmission service as follows: (1) any offer of a discount made by Colorado Springs Utilities must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an Affiliate's use) must occur solely by posting on the

OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. A discount agreed upon for an Ancillary Service must be offered for the same period to all Eligible Customers on Colorado Springs Utilities' system. Sections 3.1 through 3.7 below list the seven Ancillary Services.

**3.1 Scheduling, System Control and Dispatch Service:**

The rates and/or methodology are described in Schedule 1.

**3.2 Reactive Supply and Voltage Control from Generation or Other Sources Service:**

The rates and/or methodology are described in Schedule 2.

**3.3 Regulation and Frequency Response Service:**

Where applicable the rates and/or methodology are described in Schedule 3.

**3.4 Energy Imbalance Service:**

Where applicable the rates and/or methodology are described in Schedule 4 and Attachment M.

**3.5 Operating Reserve - Spinning Reserve Service:**

Where applicable the rates and/or methodology are described in Schedule 5.

**3.6 Operating Reserve - Supplemental Reserve Service:**

Where applicable the rates and/or methodology are described in Schedule 6.

**3.7 Generator Imbalance Service:**

Where applicable the rates and/or methodology are described in Schedule 9 and Attachment M.

#### **4. Open Access Same-Time Information System (OASIS)**

Terms and conditions regarding Open Access Same-Time Information System and standards of conduct are set forth in 18 C.F.R. § 37 of the Commission's regulations (Open Access Same-Time Information System and Standards of Conduct for Public Utilities) and 18 C.F.R. § 38 of the Commission's regulations (Business Practice Standards and Communication Protocols for Public Utilities). In the event available transfer capability as posted on the OASIS is insufficient to accommodate a request for firm transmission service, additional studies may be required as provided by this Tariff pursuant to Sections 19 and 32.

Colorado Springs Utilities shall post on OASIS and its public website an electronic link to all rules, standards and practices that (i) relate to the terms and conditions of transmission service, (ii) are not subject to a North American Energy Standards Board (NAESB) copyright restriction, and (iii) are not otherwise included in this Tariff. Colorado Springs Utilities shall post on OASIS and on its public website an electronic link to the NAESB website where any rules, standards and practices that are protected by copyright may be obtained. Colorado Springs Utilities shall also post on OASIS and its public website a statement of the process by which Colorado Springs Utilities shall add, delete or otherwise modify the rules, standards and practices that are not included in this tariff. Such process shall set forth the means by which Colorado Springs Utilities

- (b) The Transmission Customer meets the creditworthiness criteria set forth in Section 11;
- (c) The Transmission Customer will have arrangements in place for any other transmission service necessary to effect the delivery from the generating source to Colorado Springs Utilities prior to the time service under Part II of the Tariff commences;
- (d) The Transmission Customer agrees to pay for any facilities constructed and chargeable to such Transmission Customer under Part II of the Tariff, whether or not the Transmission Customer takes service for the full term of its reservation;
- (e) The Transmission Customer provides the information required by Colorado Springs Utilities' planning process established in Attachment K; and
- (f) Notwithstanding any provision in Part II of this Tariff to the contrary, the Transmission Customer must comply with the WEIS Market provisions in Attachment M, as applicable, when Colorado Springs Utilities participates in the WEIS Market as described in Attachment M; and
- (g) The Transmission Customer has executed a Point-To-Point Service Agreement or has agreed to receive service pursuant to Section 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 Colorado

**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 Colorado

Springs Utilities, notification to Colorado Springs Utilities identifying such systems and authorizing them to schedule the capacity and energy to be transmitted by Colorado Springs Utilities pursuant to Part II of the Tariff on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However, Colorado Springs Utilities 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.

**17. Procedures for Arranging Firm Point-To-Point Transmission Service****17.1 Application:**

A request for Firm Point-To-Point Transmission Service for periods of one year or longer must contain a written Application to: System Operations Superintendent, Colorado Springs Utilities, 215 Nichols Boulevard, Colorado Springs, CO 80907, at least sixty (60) days in advance of the calendar month in which service is to commence. Colorado Springs Utilities 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 Section 17.5. All Firm Point-To-Point Transmission Service requests should be submitted by entering the information listed below on Colorado Springs Utilities' OASIS.



Transmission Service must obtain or provide Ancillary Services pursuant to Section 3. Notwithstanding any provision in Part III of this Tariff to the contrary, the Network Customer must comply with the WEIS Market provisions in Attachment M, as applicable, when Colorado Springs Utilities participates in the WEIS Market as described in Attachment M.

### **28.2 Transmission Provider Responsibilities:**

Colorado Springs Utilities will plan, construct, operate and maintain its Transmission System in accordance with Good Utility Practice and its planning obligations in Attachment K in order to provide the Network Customer with Network Integration Transmission Service over Colorado Springs Utilities' Transmission System. Colorado Springs Utilities, on behalf of its Native Load Customers, shall be required to designate resources and loads in the same manner as any Network Customer under Part III of this Tariff. This information must be consistent with the information used by Colorado Springs Utilities to calculate available transfer capability. Colorado Springs Utilities shall include the Network Customer's Network Load in its Transmission System planning and shall, consistent with Good Utility Practice and Attachment K, endeavor to construct and place into service sufficient transfer capability to deliver the Network Customer's Network Resources to serve its Network Load on a basis comparable to Colorado Springs Utilities' delivery of its own generating and purchased resources to its Native Load Customers.

~~**IV. JOINT DISPATCH TRANSMISSION SERVICE (Applicable to Colorado Springs Utilities Only)**~~

~~**Preamble**~~

~~Service under Part IV shall be applicable only to load serving entities in the Public Service Company of Colorado (PSCo) Balancing Authority Area that are signatories to a Joint Dispatch Agreement (JDA) under which: (1) participating generating resources of the parties are dispatched as a pool on a least-cost basis respecting transmission limitations; (2) the Joint Dispatch Transmission Service Customers' respective transmission service providers have provided within their OATT a transmission service schedule for energy dispatched pursuant to the JDA at a rate equal to zero dollars on a non-firm, as-available basis with the lowest curtailment priority, consistent with the provisions of this Part IV of the Tariff.~~

~~**36. Definitions**~~

~~In addition to the Definitions and Terms set forth in the Common Service Provisions found in Part 1 of this Tariff, the following definitions shall apply to this Part IV, the Joint Dispatch Services set forth in Schedule 10 and Attachment M of this Tariff.~~

~~**36.1 Joint Dispatch Arrangement:**~~

~~An operating arrangement whereby participating generation resources owned, operated or controlled by load serving entities within the PSCo~~

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Balancing Authority Area are dispatched as a pool on a least-cost basis respecting transmission limitations in order to economically optimize dispatch on an aggregate real-time basis among all participants in the Joint Dispatch Arrangement.

**36.2 Joint Dispatch Agreement:**

An agreement detailing the rights and obligations of participants in a Joint Dispatch Arrangement.

**36.3 Joint Dispatch Transmission Service:**

Non-firm transmission service across transmission facilities of the Transmission Provider that is used to transmit energy dispatched pursuant to a Joint Dispatch Agreement and that is subject to the provisions of this Part IV of the Tariff. Joint Dispatch Transmission Service will be made available from posted ATC after procurement and scheduling deadlines have passed for the current operating hour, as specified in the Transmission Provider's Business Practices posted on OASIS.

**36.4 Service Agreement for Joint Dispatch Transmission Service ("Service Agreement"):**

An agreement between the Transmission Provider and a Joint Dispatch Transmission Service Customer for Joint Dispatch Transmission Service.

**36.5 Joint Dispatch Transmission Service Customer:**

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~~Any entity with load in the PSCo BA (or its Designated Agent) that: (i) executes a Service Agreement; or (ii) submits to the dispute resolution procedures of Section 12 any of the terms and conditions of the Service Agreement on which the entity and Colorado Springs Utilities cannot agree.~~

**37. Nature of Joint Dispatch Transmission Service**

~~Joint Dispatch Transmission Service is an optional service available to any load serving entity in the PSCo Balancing Authority Area that: (1) has entered into a Joint Dispatch Agreement; and (2) makes Joint Dispatch Transmission Service on its transmission system, if any, available to PSCo and all other parties to the Joint Dispatch Agreement at the same rate, terms, and conditions as set out in this Part IV of the Tariff and related schedules and attachments. As further detailed herein, Joint Dispatch Transmission Service may only be used to deliver energy dispatched under a Joint Dispatch Agreement to the entity's wholesale and retail native load customers. Joint Dispatch Transmission Service is provided only on a non-firm, as available basis and has the lowest curtailment priority.~~

**37.1 Limited Transmission Provider Responsibilities:**

~~The Transmission Provider shall have the obligation to operate its Transmission System in accordance with Good Utility Practice. For purposes of Joint Dispatch Transmission Service, the Transmission Provider shall have~~

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no obligation to plan, construct, or maintain its Transmission System for the benefit of any Joint Dispatch Transmission Service Customer.

**37.2 Real Power Losses:**

Real Power Losses are associated with all transmission service. The Joint Dispatch Transmission Service Customer shall be responsible for all losses associated with Joint Dispatch Transmission Service, which responsibility shall be manifested as the difference between the amount of energy dispatched on behalf of the Joint Dispatch Transmission Service Customer and the amount of energy actually delivered to such customer based on the following loss factors:

<u>Seller</u>	<u>PRPA</u>	<u>PSCO</u>	<u>BHGE</u>	<u>GSU</u>
<u>Buyer</u>				
<u>PRPA</u>	=	<u>PSCO %</u>	$\frac{\text{PSCO \%} +}{\text{BHGE \%}}$	$\frac{\text{PSCO \%} +}{\text{GSU \%}}$
<u>PSCO</u>	<u>PRPA %</u>	=	<u>BHGE %</u>	<u>GSU %</u>
<u>BHGE</u>	$\frac{\text{PRPA \%} +}{\text{PSCO \%}}$	<u>PSCO %</u>	=	<u>GSU %</u>
<u>GSU</u>	$\frac{\text{PRPA \%} +}{\text{PSCO \%}}$	<u>PSCO %</u>	<u>BHGE %</u>	=

Where:

GSU= Loss Factor set forth in Colorado Springs Utilities' OATT Section 15.7

PRPA= Loss Factor set forth in PRPA's OATT Section 15.7

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PSCo= Loss Factor set forth in PSCo OATT Section 15.7

BHCE= Loss Factor set forth in BHCE OATT Section 15.7

**37.3 Restrictions on Use of Service:**

The Joint Dispatch Transmission Service Customer shall not use Joint Dispatch Transmission Service for (i) off-system sales of capacity or energy or (ii) direct or indirect provision of transmission service by the Joint Dispatch Transmission Service Customer to any third party. Joint Dispatch Transmission Service may be used only for receipt or delivery of energy dispatched within the PSCo Balancing Authority Area on a non-firm basis to serve wholesale or retail native load of any participant in a Joint Dispatch Agreement.

**37.4 Imbalance Service:**

The purpose of the Joint Dispatch Arrangement is to balance loads and resources of the parties by optimizing dispatch of the parties' resources. As a result, the Transmission Provider shall not assess energy imbalance charges under Ancillary Service Schedule 4 or 9 to any Joint Dispatch Transmission Service Customer.

**38. Initiating Service**

**38.1 Conditions Precedent for Receiving Service**

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~~Subject to the terms and conditions of this Part IV of the Tariff, and related schedules and attachments, the Transmission Provider will provide Joint Dispatch Transmission Service to any eligible customer, provided that (i) the eligible customer has wholesale or retail native load in the Transmission Provider's Balancing Authority Area; (ii) the eligible customer has entered into a Joint Dispatch Agreement; (iii) the eligible customer's transmission provider has a transmission service tariff offering Joint Dispatch Transmission Service on the same terms and conditions as offered under this Part IV of the Tariff, and related schedules and attachments; and (iv) the eligible customer executes a Service Agreement pursuant to Attachment M for service under this Part IV of the Tariff or submits to the dispute resolution procedures of Section 12 any of the terms and conditions of the Service Agreement on which the entity and Colorado Springs Utilities cannot agree.~~

### ~~38.2 Application Procedures~~

~~An Eligible Customer requesting service under Part IV of this Tariff must submit an application containing the information specified below. No deposit or credit evaluation is necessary to obtain Joint Dispatch Transmission Service. Further, no transmission studies shall be required to obtain Joint Dispatch Transmission Service because such service is provided only on a non-firm, as available basis. Applications should be submitted to the~~

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~~Transmission Provider via e-mail to the person(s) listed on OASIS.~~

~~Application contents:~~

~~(i) The identity, address, telephone number and facsimile number of the party requesting service;~~

~~(ii) A statement that the party requesting service is, or will be upon commencement of service, an Eligible Customer under the tariff;~~

~~(iii) A statement that the party requesting service has, or will have upon commencement of service, wholesale or retail native load in the PSCo Balancing Authority Area;~~

~~(iv) A statement that the party requesting service has, or will have upon commencement of service, entered into a Joint Dispatch Agreement with Colorado Springs Utilities;~~

~~(v) A statement that the party requesting service has, or will have upon commencement of service, a tariff offering Joint Dispatch Transmission Service at the same rates, terms, and conditions as this Part IV of the Tariff and associated schedules and attachments;~~

~~(vi) Service Commencement Date and the term of the requested Joint Dispatch Transmission Service;~~

~~(vii) A statement signed by an authorized officer from or agent of the Joint Dispatch Transmission Service Customer attesting that Joint~~

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~~Dispatch Transmission Service will be used only for receipt or delivery of energy dispatched under a Joint Dispatch Agreement for the benefit of that customer's wholesale and retail native load customers;~~

~~(viii) Service is conditioned on the Transmission Provider being in receipt of an executed Joint Dispatch Agreement.~~

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

~~**38.3 Joint Dispatch Transmission Customer Facilities.**~~

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~~The Joint Dispatch Transmission Service Customer's transmission provider will retain its existing obligations to plan, construct, operate and maintain its transmission system using good utility practices.~~

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**SCHEDULE 4****Energy Imbalance Service**

Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a Control Area over a single hour or, as applicable, dispatch interval. Colorado Springs Utilities must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the WEIS Market Operator, from the Control Area operator, from Colorado Springs Utilities, or make alternative comparable arrangements, which may include use of non-generation resources capable of providing this service, to satisfy its Energy Imbalance Service obligation. To the extent the WEIS Market Operator or the Control Area operator performs this service for Colorado Springs Utilities, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to Colorado Springs Utilities by the WEIS Market Operator or that Control Area operator. Colorado Springs Utilities may charge a Transmission Customer a penalty for either hourly energy imbalances under this Schedule or a penalty for hourly generation imbalances under Schedule 9 for imbalances occurring during the same hour, but not both unless the imbalances aggravate rather than offset each other.

Colorado Springs Utilities shall establish charges for energy imbalance based on the deviation bands as follows: (i) deviations within +/- 1.5 percent (with a minimum of 2 MW) of the scheduled transaction to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be

netted on a monthly basis and settled financially, at the end of the month, at 100 percent of incremental or decremental cost; (ii) deviations greater than +/- 1.5 percent up to 7.5 percent (or greater than 2 MW up to 10 MW) of the scheduled transaction to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be settled financially, at the end of each month, at 110 percent of incremental cost or 90 percent of decremental cost, and (iii) deviations greater than +/- 7.5 percent (or 10 MW) of the scheduled transaction to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be settled financially, at the end of each month, at 125 percent of incremental cost or 75 percent of decremental cost.

For purposes of this Schedule, incremental cost and decremental cost represent Colorado Springs Utilities' actual average hourly cost of the last 10 MW dispatched for any purpose, e.g., to supply Colorado Springs Utilities' Native Load Customers, correct imbalances, or make off-system sales, based on the replacement cost of fuel, unit heat rates, start-up costs (including any commitment and redispatch costs), incremental operation and maintenance costs, and purchased and interchange power costs and taxes, as applicable.

Pursuant to Section 3 of this Tariff, Energy Imbalance Service associated with service provided over the WEIS Transmission Provider's Facilities will be subject to settlement in the WEIS Market, as described in Attachment M.

**SCHEDULE 8A**

**WEIS Joint Dispatch Transmission Service**

The Transmission Customer shall compensate Colorado Springs Utilities for WEIS Joint Dispatch Transmission Service up to the sum of the applicable charges set forth below:

**1) Hourly delivery:**

a. On-Peak Hours: the on-peak rate \$0.00/MWh.

b. Off-Peak Hours: the off-peak rate \$0.00/MWh.

**SCHEDULE 9****Generator Imbalance Service**

Generator Imbalance Service is provided when a difference occurs between the output of a generator located in Colorado Springs Utilities' Control Area and a delivery schedule from that generator to (1) another Control Area or (2) a load within Colorado Springs Utilities' Control Area over a single hour or, as applicable, dispatch interval. Colorado Springs Utilities must offer this service, to the extent it is physically feasible to do so from its resources or from resources available to it, when Transmission Service is used to deliver energy from a generator located within its Control Area. The Transmission Customer must either purchase this service from the WEIS Market Operator, from the Control Area operator, from Colorado Springs Utilities, or make alternative comparable arrangements, which may include use of non-generation resources capable of providing this service, to satisfy its Generator Imbalance Service obligation. To the extent the WEIS Market Operator or the Control Area operator performs this service for Colorado Springs Utilities, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to Colorado Springs Utilities by the WEIS Market Operator or that Control Area Operator. Colorado Springs Utilities may charge a Transmission Customer a penalty for either hourly generator imbalances under this Schedule or a penalty for hourly energy imbalances under Schedule 4 for imbalances occurring during the same hour, but not both unless the imbalances aggravate rather than offset each other.

Notwithstanding the foregoing, deviations from scheduled transactions in order to respond to directives by Colorado Springs Utilities, a balancing authority, or a reliability coordinator shall not be subject to the deviation bands identified above and, instead, shall be settled financially, at the end of the month, at 100 percent of incremental and decremental cost. Such directives may include instructions to correct frequency decay, respond to a reserve sharing event, or change output to relieve congestion.

For purposes of this Schedule, incremental cost and decremental cost represent Colorado Springs Utilities' actual average hourly cost of the last 10 MW dispatched for any purpose, e.g., to supply Colorado Springs Utilities' Native Load Customers, correct imbalances, or make off-system sales, based on the replacement cost of fuel, unit heat rates, start-up costs (including any commitment and redispatch costs), incremental operation and maintenance costs, and purchased and interchange power costs and taxes, as applicable.

Pursuant to Section 3 of this Tariff, Energy Imbalance Service associated with service provided over the WEIS Transmission Provider's Facilities will be subject to settlement in the WEIS Market, as described in Attachment M.

**SCHEDULE 10**

**Joint Dispatch Transmission Service**

~~\_\_\_\_\_ This is an optional service provided by Colorado Springs Utilities, subject to the terms and conditions of Part IV of this Tariff. For Joint Dispatch Transmission Service Customers meeting the conditions set forth in Part IV of this Tariff, no charge shall be assessed for receipt or delivery of energy dispatched pursuant to a Joint Dispatch Agreement with Colorado Springs Utilities provided the customer makes Joint Dispatch Transmission Service available to Colorado Springs Utilities at the same rates, terms, and conditions as set forth in Part IV of this Tariff, this Schedule 10, and any other related schedules or attachments to this Tariff. Joint Dispatch Transmission Service is provided in real-time on a non-firm, as available basis having the lowest curtailment priority.~~

~~\_\_\_\_\_ 1) Monthly delivery: the rate or \$0.00/kW-month of Reserved Capacity.~~

~~\_\_\_\_\_ 2) Weekly delivery: the rate \$0.00/kW-week of Reserved Capacity.~~

~~\_\_\_\_\_ 3) Daily delivery: the rate \$0.00/kW-day of Reserved Capacity.~~

~~\_\_\_\_\_ 4) Hourly delivery: On-Peak Hours: the on-peak rate \$0.00/MWh of Reserved Capacity. Off-Peak Hours: the off-peak rate \$0.00/MWh of Reserved Capacity.~~

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**ATTACHMENT M**

**Form of Service Agreement for Joint Dispatch Transmission Service  
Applicable to the Colorado Springs Utilities (CSU) System**

1. ~~This Joint Dispatch Transmission Service Agreement, dated as of \_\_\_\_\_, is entered into, by and between \_\_\_\_\_ ("Transmission Provider"), and \_\_\_\_\_ ("Joint Dispatch Transmission Customer"), all of whom may be referred to individually as "Party" or jointly as "Parties".~~
2. ~~The Joint Dispatch Transmission Customer has been determined by the Transmission Provider to have signed a Joint Dispatch Agreement.~~
3. ~~Service under this agreement shall commence on the requested service commencement date. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.~~
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.~~

Transmission Provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Transmission Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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5. The Tariff is incorporated herein and made a part hereof.

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

Transmission Provider:

By: \_\_\_\_\_  
\_\_\_\_\_  
Name Title Date

Transmission Customer:

By: \_\_\_\_\_  
\_\_\_\_\_  
Name Title Date

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## **ATTACHMENT M**

### **WEIS Market Provisions**

#### **1 Definitions**

Capitalized Terms not otherwise defined in this Attachment shall have the meaning ascribed to them in the WEIS Tariff, as such tariff may be amended from time to time.

#### **2 Applicability**

Attachment M to this Tariff shall apply solely to the WEIS Transmission Provider's Facilities. All loads and Resources on the WEIS Transmission Provider's Facilities shall be subject to settlement in the WEIS Market in accordance with Attachment A of the WEIS Tariff.

Participation in the WEIS Market shall begin on the later of the date on which the Commission approves an executed Western Joint Dispatch Agreement between the WEIS Market Operator and Colorado Springs Utilities or the WEIS Market goes live in production mode.

#### **3 Tariff Provisions Modified by WEIS Market Participation**

The following provisions in this Tariff are modified for Transmission Customers and Network Customers taking service over the WEIS Transmission Provider's Facilities when Colorado Springs Utilities is participating in the WEIS Market:

##### **3.1 Network Resources:**

**3.1.1 Notwithstanding the limitations in Sections 1.26 (Network Resource), 30.1 (Designation of Network Resources), 30.2**

(Designation of New Network Resources), and 30.4 (Operation of Network Resources) of the Tariff, Network Customers may also utilize Network Resources for purposes of fulfilling obligations under the WEIS Market, such as WEIS Market generation dispatch instructions.

**3.1.2** Notwithstanding the provisions in Section 28.6 (Restrictions on Use of Service) of the Tariff, Network Customers may utilize WEIS Joint Dispatch Transmission Service for purposes of fulfilling obligations under the WEIS Market, such as WEIS Market generation dispatch instructions.

**3.2 Real Power Losses:**

Notwithstanding the provisions in Sections 15.7 (Real Power Losses) and 28.5 (Real Power Losses) of the Tariff, the requirements for replacing real power losses associated with the WEIS Joint Dispatch Transmission Service due to WEIS Market energy transactions are addressed under the WEIS Market settlements pursuant to the WEIS Tariff.

**3.3 Indemnification:**

Notwithstanding the provisions in Section 10.2 (Indemnification) of the Tariff, the standard of liability for the actions of the Transmission Provider performed consistent with this Attachment M shall be gross negligence or intentional wrongdoing.

#### **4 Nature of WEIS Joint Dispatch Transmission Service**

Notwithstanding any limitations in 14 (Nature of Non-Firm Point-To-Point Transmission Service), 15 (Service Availability), 16 (Transmission Customer Responsibilities), 18 (Procedures for Arranging Non-Firm Point-To-Point Transmission Service), 24 (Metering and Power Factor Correction at Receipt and Delivery Point(s)), and 25 (Compensation for Transmission Service) of the Tariff, Colorado Springs Utilities, as the WEIS Joint Dispatch Transmission Service Provider, shall provide WEIS Joint Dispatch Transmission Service on the WEIS Transmission Provider's Facilities to a WEIS Joint Dispatch Transmission Service Customer commensurate with, and to accommodate, the energy dispatched within the WEIS Market, as set forth in the WEIS Tariff, as follows:

##### **4.1 Term:**

WEIS Joint Dispatch Transmission Service shall be available on a real-time intra-hour basis.

##### **4.2 Reservation Priority:**

WEIS Joint Dispatch Transmission Service is non-firm and shall be available from transfer capability in excess of that needed for Transmission Customers taking Transmission Service and Network Customers taking Network Integration Transmission Service, respectively, under the Tariff.

#### **4.3 Restrictions on the use of WEIS Joint Dispatch Transmission Service:**

WEIS Joint Dispatch Transmission Service may be used on the Transmission System included in the WEIS Market Footprint only for receipt or delivery of Energy dispatched by the WEIS Market Operator within a Balancing Authority Area in the WEIS Market pursuant to the provisions of the WEIS Tariff. The WEIS Joint Dispatch Transmission Service Customer shall not use WEIS Joint Dispatch Transmission Service for (i) off-system sales of capacity or Energy not related to fulfilling obligations under the WEIS Market, such as WEIS Market generation dispatch instructions or (ii) direct or indirect provision of transmission service by the WEIS Joint Dispatch Transmission Service Customer to any third party.

#### **4.4 Scheduling:**

WEIS Joint Dispatch Transmission Service Customers are not required to submit schedules for WEIS Joint Dispatch Transmission Service.

#### **4.5 Curtailment of WEIS Joint Dispatch Transmission Service:**

Colorado Springs Utilities reserves the right to curtail (or cause to be curtailed) without liability on Colorado Springs Utilities' part, in whole or in part, WEIS Joint Dispatch Transmission Service provided under this Attachment M for reliability reasons when an emergency or other unforeseen conditions threatens to impair or degrade the reliability of the Transmission System or the systems directly or indirectly interconnected with Colorado Springs Utilities' Transmission System.

**4.6 Limited Joint Dispatch Transmission Service Provider Responsibilities:**

Colorado Springs Utilities shall have no obligation to plan, construct, or maintain its Transmission System for the benefit of any WEIS Joint Dispatch Transmission Service Customer.

**4.7 Procedures for Arranging WEIS Joint Dispatch Transmission Service:**

WEIS Joint Dispatch Transmission Service does not need to be reserved by the WEIS Joint Dispatch Transmission Service Customer. No application or service agreement is required. An entity requesting WEIS Joint Dispatch Transmission Service shall provide any information reasonably requested, if any, by the WEIS Market Operator or Colorado Springs Utilities.

**4.8 Compensation for WEIS Joint Dispatch Transmission Service:**

Rates for WEIS Joint Dispatch Transmission Service are provided in Schedule 8A to the Tariff.

**5 Other Provisions**

**5.1 Unreserved Use:**

Any use of Colorado Springs Utilities' Transmission System not otherwise authorized pursuant to this Attachment M shall be subject to unreserved use penalties in excess of Reserved Capacity, as set out in Section 14.5 of this Tariff.

An unreserved use penalty will apply to the amount of actual metered generation in a Dispatch Interval, if any, which is in excess of the positive Operating Tolerance above a WEIS Market Resource's average Setpoint Instruction over such Dispatch Interval. Any ancillary service charges that are applicable to such unreserved use shall apply. For the amounts exceeding Reserved Capacity, the Transmission Customer also must purchase losses as required by this Tariff.



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**1.52 Transmission Provider's Monthly Transmission System Peak:**

The maximum firm usage of Colorado Springs Utilities' Transmission System in a calendar month.

**1.53 Transmission Service:**

Point-To-Point Transmission Service provided under Part II of the Tariff on a firm and non-firm basis.

**1.54 Transmission System:**

The facilities owned, controlled or operated by Colorado Springs Utilities that are used to provide transmission service under Part II and Part III of the Tariff.

**1.55 Western Energy Imbalance Service (WEIS):**

The Schedule 1 Service defined in the WEIS Tariff for the WEIS Region.

**1.56 WEIS Market:**

An energy imbalance service market in the Western Interconnection administered by the WEIS Market Operator under the WEIS Tariff.

**1.57 WEIS Market Footprint:**

The loads and resources that are located within a Control Area participating in the WEIS Market under the WEIS Tariff.



**1.58 WEIS Market Operator:**

The entity that operates the WEIS Market in accordance with the WEIS Tariff and acts as the interface point of reliability functions with commercial functions. Currently, the WEIS Market Operator is Southwest Power Pool, Inc.

**1.59 WEIS Joint Dispatch Transmission Service:**

Intra-hour non-firm transmission service, as available, across transmission facilities of a Market Participant, as defined in the WEIS Tariff, that is used to transmit energy dispatched pursuant to the provisions of the WEIS Tariff.

**1.60 WEIS Joint Dispatch Transmission Service Customer:**

Any Market Participant, as defined in the WEIS Tariff, representing load in a Control Area participating in the WEIS Market.

**1.61 WEIS Joint Dispatch Transmission Service Provider:**

Any Market Participant, as defined in the WEIS Tariff, that provides Joint Dispatch Transmission Service and that is in a Control Area participating in the WEIS Market or Southwest Power Pool, Inc.

**1.62 WEIS Region:**

The geographic region of the WEIS Market operated by the WEIS Market Operator under the WEIS Tariff.

**1.63 WEIS Tariff:**

The Western Energy Imbalance Service Tariff, as approved by FERC, including all schedules or attachments thereto, as amended from time to time and approved by FERC.

**1.64 WEIS Transmission Provider's Facilities:**

Those facilities included in Colorado Springs Utilities' Transmission System that are located within the WEIS Region and over which Colorado Springs Utilities has agreed to allow the WEIS Market Operator to transmit energy dispatched pursuant to the provisions of the WEIS Tariff.

**2. Initial Allocation and Renewal Procedures****2.1 Initial Allocation of Available Transfer Capability:**

For purposes of determining whether existing capability on Colorado Springs Utilities' Transmission System is adequate to accommodate a request for firm service under this Tariff, all Completed Applications for new firm transmission service received during the initial sixty (60) day period commencing with the effective date of the Tariff will be deemed to have been filed simultaneously. A lottery system conducted by an independent party shall be used to assign priorities for Completed Applications filed simultaneously. All Completed Applications for firm transmission service

whether from Colorado Springs Utilities, from a third party, or by self-supply.

Solely with respect to service provided over the WEIS Transmission Provider's Facilities, the Transmission Customer's Energy Imbalance for load served using the WEIS Transmission Provider's Facilities shall be settled pursuant to the WEIS Tariff and as further specified in Attachment M. Colorado Springs Utilities will provide, when and to the extent it is physically feasible to do so from its resources, Generator Imbalance Service when Transmission Service is used to deliver energy from a generator located within its control area. The Transmission Customer using Transmission Service to deliver energy from a generator located within the Colorado Springs Utilities' Control Area is required to acquire Generator Imbalance Service, whether from Colorado Springs Utilities, from a third party, or by self-supply. Solely with respect to service provided over the WEIS Transmission Provider's Facilities, the Transmission Customer's Generator Imbalance Service used to deliver energy from a generator using the WEIS Transmission Provider's Facilities shall be settled pursuant to the WEIS Tariff and as further specified in Attachment M. The Transmission Customer may not decline Colorado Springs Utilities' 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 Colorado Springs Utilities.

A Transmission Customer that exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery or an Eligible Customer that uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved is required to pay for all of the Ancillary Services identified in this section that were provided by Colorado Springs Utilities associated with the unreserved service. The Transmission Customer or Eligible Customer will pay for Ancillary Services based on the amount of transmission service it used but did not reserve.

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If Colorado Springs Utilities is a public utility providing transmission service but is not a Control Area operator, it may be unable to provide some or all of the Ancillary Services. In this case, Colorado Springs Utilities can fulfill its obligation to provide Ancillary Services by acting as the Transmission Customer's agent to secure these Ancillary Services from the Control Area operator or through the WEIS Market. The Transmission Customer may elect to; (i) have Colorado Springs Utilities act as its agent, (ii) secure the Ancillary Services directly from the Control Area operator or through the WEIS Market, or (iii) secure the Ancillary Services (discussed in Schedules 3, 4, 5, 6 and 9) from a third party or by self-supply when technically feasible.

Colorado Springs Utilities shall specify the rate treatment and all related terms and conditions in the event of an unauthorized use of Ancillary Services by the Transmission Customer.

The specific Ancillary Services, prices and/or compensation methods are described on the Schedules and Attachments that are attached to and made a part of the Tariff. Three principal requirements apply to discounts for Ancillary Services provided by Colorado Springs Utilities in conjunction with its provision of transmission service as follows: (1) any offer of a discount made by Colorado Springs Utilities must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an Affiliate's use) must occur solely by posting on the

OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. A discount agreed upon for an Ancillary Service must be offered for the same period to all Eligible Customers on Colorado Springs Utilities' system. Sections 3.1 through 3.7 below list the seven Ancillary Services.

**3.1 Scheduling, System Control and Dispatch Service:**

The rates and/or methodology are described in Schedule 1.

**3.2 Reactive Supply and Voltage Control from Generation or Other Sources Service:**

The rates and/or methodology are described in Schedule 2.

**3.3 Regulation and Frequency Response Service:**

Where applicable the rates and/or methodology are described in Schedule 3.

**3.4 Energy Imbalance Service:**

Where applicable the rates and/or methodology are described in Schedule 4 and Attachment M.

**3.5 Operating Reserve - Spinning Reserve Service:**

Where applicable the rates and/or methodology are described in Schedule 5.

**3.6 Operating Reserve - Supplemental Reserve Service:**

Where applicable the rates and/or methodology are described in Schedule 6.

**3.7 Generator Imbalance Service:**

Where applicable the rates and/or methodology are described in Schedule 9 and Attachment M.

#### **4. Open Access Same-Time Information System (OASIS)**

Terms and conditions regarding Open Access Same-Time Information System and standards of conduct are set forth in 18 C.F.R. § 37 of the Commission's regulations (Open Access Same-Time Information System and Standards of Conduct for Public Utilities) and 18 C.F.R. § 38 of the Commission's regulations (Business Practice Standards and Communication Protocols for Public Utilities). In the event available transfer capability as posted on the OASIS is insufficient to accommodate a request for firm transmission service, additional studies may be required as provided by this Tariff pursuant to Sections 19 and 32.

Colorado Springs Utilities shall post on OASIS and its public website an electronic link to all rules, standards and practices that (i) relate to the terms and conditions of transmission service, (ii) are not subject to a North American Energy Standards Board (NAESB) copyright restriction, and (iii) are not otherwise included in this Tariff. Colorado Springs Utilities shall post on OASIS and on its public website an electronic link to the NAESB website where any rules, standards and practices that are protected by copyright may be obtained. Colorado Springs Utilities shall also post on OASIS and its public website a statement of the process by which Colorado Springs Utilities shall add, delete or otherwise modify the rules, standards and practices that are not included in this tariff. Such process shall set forth the means by which Colorado Springs Utilities

- (b) The Transmission Customer meets the creditworthiness criteria set forth in Section 11;
- (c) The Transmission Customer will have arrangements in place for any other transmission service necessary to effect the delivery from the generating source to Colorado Springs Utilities prior to the time service under Part II of the Tariff commences;
- (d) The Transmission Customer agrees to pay for any facilities constructed and chargeable to such Transmission Customer under Part II of the Tariff, whether or not the Transmission Customer takes service for the full term of its reservation;
- (e) The Transmission Customer provides the information required by Colorado Springs Utilities' planning process established in Attachment K;
- (f) Notwithstanding any provision in Part II of this Tariff to the contrary, the Transmission Customer must comply with the WEIS Market provisions in Attachment M, as applicable, when Colorado Springs Utilities participates in the WEIS Market as described in Attachment M; and
- (g) The Transmission Customer has executed a Point-To-Point Service Agreement or has agreed to receive service pursuant to Section 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 Colorado Springs Utilities, notification to Colorado Springs Utilities identifying such systems and authorizing them to schedule the capacity and energy to be transmitted by Colorado Springs Utilities pursuant to Part II of the Tariff on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However, Colorado Springs Utilities 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.

**17. Procedures for Arranging Firm Point-To-Point Transmission Service****17.1 Application:**

A request for Firm Point-To-Point Transmission Service for periods of one year or longer must contain a written Application to: System Operations Superintendent, Colorado Springs Utilities, 215 Nichols Boulevard, Colorado Springs, CO 80907, at least sixty (60) days in advance of the calendar month in which service is to commence. Colorado Springs Utilities 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 Section 17.5. All Firm Point-To-Point Transmission Service requests should be submitted by entering the information listed below on Colorado Springs Utilities' OASIS.

Transmission Service must obtain or provide Ancillary Services pursuant to Section 3. Notwithstanding any provision in Part III of this Tariff to the contrary, the Network Customer must comply with the WEIS Market provisions in Attachment M, as applicable, when Colorado Springs Utilities participates in the WEIS Market as described in Attachment M.

### **28.2 Transmission Provider Responsibilities:**

Colorado Springs Utilities will plan, construct, operate and maintain its Transmission System in accordance with Good Utility Practice and its planning obligations in Attachment K in order to provide the Network Customer with Network Integration Transmission Service over Colorado Springs Utilities' Transmission System. Colorado Springs Utilities, on behalf of its Native Load Customers, shall be required to designate resources and loads in the same manner as any Network Customer under Part III of this Tariff. This information must be consistent with the information used by Colorado Springs Utilities to calculate available transfer capability. Colorado Springs Utilities shall include the Network Customer's Network Load in its Transmission System planning and shall, consistent with Good Utility Practice and Attachment K, endeavor to construct and place into service sufficient transfer capability to deliver the Network Customer's Network Resources to serve its Network Load on a basis comparable to Colorado Springs Utilities' delivery of its own generating and purchased resources to its Native Load Customers.

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**SCHEDULE 4****Energy Imbalance Service**

Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a Control Area over a single hour or, as applicable, dispatch interval. Colorado Springs Utilities must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must purchase this service from the WEIS Market Operator, from the Control Area operator, from Colorado Springs Utilities, or make alternative comparable arrangements, which may include use of non-generation resources capable of providing this service, to satisfy its Energy Imbalance Service obligation. To the extent the WEIS Market Operator or the Control Area operator performs this service for Colorado Springs Utilities, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to Colorado Springs Utilities by the WEIS Market Operator or that Control Area operator. Colorado Springs Utilities may charge a Transmission Customer a penalty for either hourly energy imbalances under this Schedule or a penalty for hourly generation imbalances under Schedule 9 for imbalances occurring during the same hour, but not both unless the imbalances aggravate rather than offset each other.

Colorado Springs Utilities shall establish charges for energy imbalance based on the deviation bands as follows: (i) deviations within +/- 1.5 percent (with a minimum of 2 MW) of the scheduled transaction to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be

netted on a monthly basis and settled financially, at the end of the month, at 100 percent of incremental or decremental cost; (ii) deviations greater than +/- 1.5 percent up to 7.5 percent (or greater than 2 MW up to 10 MW) of the scheduled transaction to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be settled financially, at the end of each month, at 110 percent of incremental cost or 90 percent of decremental cost, and (iii) deviations greater than +/- 7.5 percent (or 10 MW) of the scheduled transaction to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be settled financially, at the end of each month, at 125 percent of incremental cost or 75 percent of decremental cost.

For purposes of this Schedule, incremental cost and decremental cost represent Colorado Springs Utilities' actual average hourly cost of the last 10 MW dispatched for any purpose, e.g., to supply Colorado Springs Utilities' Native Load Customers, correct imbalances, or make off-system sales, based on the replacement cost of fuel, unit heat rates, start-up costs (including any commitment and redispatch costs), incremental operation and maintenance costs, and purchased and interchange power costs and taxes, as applicable.

Pursuant to Section 3 of this Tariff, Energy Imbalance Service associated with service provided over the WEIS Transmission Provider's Facilities will be subject to settlement in the WEIS Market, as described in Attachment M.

## **SCHEDULE 8A**

### **WEIS Joint Dispatch Transmission Service**

The Transmission Customer shall compensate Colorado Springs Utilities for WEIS Joint Dispatch Transmission Service up to the sum of the applicable charges set forth below:

**1) Hourly delivery:**

- a. On-Peak Hours: the on-peak rate \$0.00/MWh.
- b. Off-Peak Hours: the off-peak rate \$0.00/MWh.

**SCHEDULE 9****Generator Imbalance Service**

Generator Imbalance Service is provided when a difference occurs between the output of a generator located in Colorado Springs Utilities' Control Area and a delivery schedule from that generator to (1) another Control Area or (2) a load within Colorado Springs Utilities' Control Area over a single hour or, as applicable, dispatch interval. Colorado Springs Utilities must offer this service, to the extent it is physically feasible to do so from its resources or from resources available to it, when Transmission Service is used to deliver energy from a generator located within its Control Area. The Transmission Customer must purchase this service from the WEIS Market Operator, from the Control Area operator, from Colorado Springs Utilities, or make alternative comparable arrangements, which may include use of non-generation resources capable of providing this service, to satisfy its Generator Imbalance Service obligation. To the extent the WEIS Market Operator or the Control Area operator performs this service for Colorado Springs Utilities, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to Colorado Springs Utilities by the WEIS Market Operator or that Control Area operator. Colorado Springs Utilities may charge a Transmission Customer a penalty for either hourly generator imbalances under this Schedule or a penalty for hourly energy imbalances under Schedule 4 for imbalances occurring during the same hour, but not both unless the imbalances aggravate rather than offset each other.

Notwithstanding the foregoing, deviations from scheduled transactions in order to respond to directives by Colorado Springs Utilities, a balancing authority, or a reliability coordinator shall not be subject to the deviation bands identified above and, instead, shall be settled financially, at the end of the month, at 100 percent of incremental and decremental cost. Such directives may include instructions to correct frequency decay, respond to a reserve sharing event, or change output to relieve congestion.

For purposes of this Schedule, incremental cost and decremental cost represent Colorado Springs Utilities' actual average hourly cost of the last 10 MW dispatched for any purpose, e.g., to supply Colorado Springs Utilities' Native Load Customers, correct imbalances, or make off-system sales, based on the replacement cost of fuel, unit heat rates, start-up costs (including any commitment and redispatch costs), incremental operation and maintenance costs, and purchased and interchange power costs and taxes, as applicable.

Pursuant to Section 3 of this Tariff, Energy Imbalance Service associated with service provided over the WEIS Transmission Provider's Facilities will be subject to settlement in the WEIS Market, as described in Attachment M.



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**ATTACHMENT M****WEIS Market Provisions****1 Definitions**

Capitalized Terms not otherwise defined in this Attachment shall have the meaning ascribed to them in the WEIS Tariff, as such tariff may be amended from time to time.

**2 Applicability**

Attachment M to this Tariff shall apply solely to the WEIS Transmission Provider's Facilities. All loads and Resources on the WEIS Transmission Provider's Facilities shall be subject to settlement in the WEIS Market in accordance with Attachment A of the WEIS Tariff.

Participation in the WEIS Market shall begin on the later of the date on which the Commission approves an executed Western Joint Dispatch Agreement between the WEIS Market Operator and Colorado Springs Utilities or the WEIS Market goes live in production mode.

**3 Tariff Provisions Modified by WEIS Market Participation**

The following provisions in this Tariff are modified for Transmission Customers and Network Customers taking service over the WEIS Transmission Provider's Facilities when Colorado Springs Utilities is participating in the WEIS Market:

**3.1 Network Resources:**

**3.1.1** Notwithstanding the limitations in Sections 1.26 (Network Resource), 30.1 (Designation of Network Resources), 30.2

(Designation of New Network Resources), and 30.4 (Operation of Network Resources) of the Tariff, Network Customers may also utilize Network Resources for purposes of fulfilling obligations under the WEIS Market, such as WEIS Market generation dispatch instructions.

**3.1.2** Notwithstanding the provisions in Section 28.6 (Restrictions on Use of Service) of the Tariff, Network Customers may utilize WEIS Joint Dispatch Transmission Service for purposes of fulfilling obligations under the WEIS Market, such as WEIS Market generation dispatch instructions.

**3.2 Real Power Losses:**

Notwithstanding the provisions in Sections 15.7 (Real Power Losses) and 28.5 (Real Power Losses) of the Tariff, the requirements for replacing real power losses associated with the WEIS Joint Dispatch Transmission Service due to WEIS Market energy transactions are addressed under the WEIS Market settlements pursuant to the WEIS Tariff.

**3.3 Indemnification:**

Notwithstanding the provisions in Section 10.2 (Indemnification) of the Tariff, the standard of liability for the actions of the Transmission Provider performed consistent with this Attachment M shall be gross negligence or intentional wrongdoing.

#### **4 Nature of WEIS Joint Dispatch Transmission Service**

Notwithstanding any limitations in 14 (Nature of Non-Firm Point-To-Point Transmission Service), 15 (Service Availability), 16 (Transmission Customer Responsibilities), 18 (Procedures for Arranging Non-Firm Point-To-Point Transmission Service), 24 (Metering and Power Factor Correction at Receipt and Delivery Point(s)), and 25 (Compensation for Transmission Service) of the Tariff, Colorado Springs Utilities, as the WEIS Joint Dispatch Transmission Service Provider, shall provide WEIS Joint Dispatch Transmission Service on the WEIS Transmission Provider's Facilities to a WEIS Joint Dispatch Transmission Service Customer commensurate with, and to accommodate, the energy dispatched within the WEIS Market, as set forth in the WEIS Tariff, as follows:

##### **4.1 Term:**

WEIS Joint Dispatch Transmission Service shall be available on a real-time intra-hour basis.

##### **4.2 Reservation Priority:**

WEIS Joint Dispatch Transmission Service is non-firm and shall be available from transfer capability in excess of that needed for Transmission Customers taking Transmission Service and Network Customers taking Network Integration Transmission Service, respectively, under the Tariff.

**4.3 Restrictions on the use of WEIS Joint Dispatch Transmission Service:**

WEIS Joint Dispatch Transmission Service may be used on the Transmission System included in the WEIS Market Footprint only for receipt or delivery of Energy dispatched by the WEIS Market Operator within a Balancing Authority Area in the WEIS Market pursuant to the provisions of the WEIS Tariff. The WEIS Joint Dispatch Transmission Service Customer shall not use WEIS Joint Dispatch Transmission Service for (i) off-system sales of capacity or Energy not related to fulfilling obligations under the WEIS Market, such as WEIS Market generation dispatch instructions or (ii) direct or indirect provision of transmission service by the WEIS Joint Dispatch Transmission Service Customer to any third party.

**4.4 Scheduling:**

WEIS Joint Dispatch Transmission Service Customers are not required to submit schedules for WEIS Joint Dispatch Transmission Service.

**4.5 Curtailment of WEIS Joint Dispatch Transmission Service:**

Colorado Springs Utilities reserves the right to curtail (or cause to be curtailed) without liability on Colorado Springs Utilities' part, in whole or in part, WEIS Joint Dispatch Transmission Service provided under this Attachment M for reliability reasons when an emergency or other unforeseen conditions threatens to impair or degrade the reliability of the Transmission System or the systems directly or indirectly interconnected with Colorado Springs Utilities' Transmission System.

**4.6 Limited Joint Dispatch Transmission Service Provider Responsibilities:**

Colorado Springs Utilities shall have no obligation to plan, construct, or maintain its Transmission System for the benefit of any WEIS Joint Dispatch Transmission Service Customer.

**4.7 Procedures for Arranging WEIS Joint Dispatch Transmission Service:**

WEIS Joint Dispatch Transmission Service does not need to be reserved by the WEIS Joint Dispatch Transmission Service Customer. No application or service agreement is required. An entity requesting WEIS Joint Dispatch Transmission Service shall provide any information reasonably requested, if any, by the WEIS Market Operator or Colorado Springs Utilities.

**4.8 Compensation for WEIS Joint Dispatch Transmission Service:**

Rates for WEIS Joint Dispatch Transmission Service are provided in Schedule 8A to the Tariff.

**5 Other Provisions**

**5.1 Unreserved Use:**

Any use of Colorado Springs Utilities' Transmission System not otherwise authorized pursuant to this Attachment M shall be subject to unreserved use penalties in excess of Reserved Capacity, as set out in Section 14.5 of this Tariff.



An unreserved use penalty will apply to the amount of actual metered generation in a Dispatch Interval, if any, which is in excess of the positive Operating Tolerance above a WEIS Market Resource's average Setpoint Instruction over such Dispatch Interval. Any ancillary service charges that are applicable to such unreserved use shall apply. For the amounts exceeding Reserved Capacity, the Transmission Customer also must purchase losses as required by this Tariff.