



P.O. Box 982
El Paso, Texas
79960-0982

July 11, 2024

The Honorable Debbie-Anne Reese
Acting Secretary
Federal Energy Regulatory
Commission 888 First Street, NE
Washington, DC 20426

Re: El Paso Electric Open Access Transmission Tariff
Docket No. ER24-___-000

Dear Secretary Reese:

Pursuant to section 205 of the Federal Power Act (“FPA”), 16 U.S.C. § 824d, and part 35 of the Regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. part 35, El Paso Electric Company (“EPE”) is hereby respectfully submitting non-substantive revisions to its Open Access Transmission Tariff (“Tariff”). Specifically, the application submission procedures in Part II (Point-to-Point Transmission Service) and Part III (Network Integration Transmission Service), of the Tariff are revised to eliminate out-of-date methods (fax and phone) for submitting applications for these types of transmission service.

I. DESCRIPTION OF THE FILING

Part II of EPE’s tariff, Subsections 17.1 and 18.1, which have been in effect since 2010, address the application procedures for submitting requests for Firm Point-To-Point Transmission Service and Non-Firm Point-To-Point Transmission Service, respectively. Part III, Subsection 29.2 of EPE’s Tariff, which has also been in effect since 2010, addresses the application procedures for submitting requests for Network Integration Transmission Service (“NITS”).¹ The currently-effective language in the referenced subsections requires applicants to submit their service requests by either entering the information through EPE’s OASIS, or via telefax, or via telephone on EPE’s time recorded telephone line. The provisions require applications be time-stamped to establish priority for the requested service. Given that the modes for submission listed in the Tariff are either no longer in use or impractical, EPE is updating the language to allow applicants to submit applications and required documents via electronic mail. This approach tracks the exact submission time and priority along with the timing of any related documents and responses.

¹ Letter Order in Docket No. ER10-2730-000, EPE’s Baseline Electronic Filing of Open Access Transmission Tariff (Nov. 17, 2010).

Relatedly, Subsections 17.2 (i), 18.2(i) and 29.2(i) of EPE's Tariff require applicants to include a fax number in their applications for transmission service. EPE has updated the language to require email addresses instead.

II. COMMUNICATIONS

Communications regarding this filing should be sent to the following individuals:

Cynthia Henry	Milena Yordanova
General Counsel, VP	Senior Attorney – Federal Regulation
El Paso Electric Company	El Paso Electric Company
P O Box 982	P O Box 3895
El Paso, TX 79960	El Paso, TX 79960
Phone: 915.351.4201	Phone: 202-302-7746
Email: cynthia.henry@epelectric.com	Email: milena.yordanova@epelectric.com

III. REQUESTED EFFECTIVE DATE AND REQUEST WAIVER

EPE respectfully requests waiver of the prior notice filing requirement under 18 C.F.R. § 35.3 to permit Part II of EPE's Tariff, Subsections 17.1, 17.2 (i), 18.1 and 18.2(i), and Part III, Subsection 29.2 to become effective on July 12, 2024. Good cause exists to grant a waiver of the Commission's prior notice requirement because this filing only corrects the method of submission of the relevant applications, not their substance.

IV. CONTENTS OF FILING

1. This transmittal letter; and
2. Clean and redline copy of EPE Tariff, Part II (Point-to-Point Transmission Service), Sections 17 and 18, and Part III (Network Integration Transmission Service), Section 29 (Initiating Service).²

V. CONCLUSION

EPE respectfully requests that the Commission accept the proposed revisions to become effective July 12, 2024.

Respectfully submitted,

/s/Milena Yordanova
Senior Attorney – Federal Regulation
El Paso Electric Company
PO Box 3895
El Paso, TX 79960

² For administrative ease EPE is submitting the language of the entire Sections 17, 18 and 29.

Phone: 202-302-7746

[Email: milena.yordanova@epelectric.com](mailto:milena.yordanova@epelectric.com)

II. POINT-TO-POINT TRANSMISSION SERVICE

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:

El Paso Electric Company at the point of contact posted in the Documents area on the El Paso Electric OASIS opening page under the “Transmission Contact Information” folder

at least sixty (60) days in advance of the calendar month in which service is to commence. The Transmission Provider 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 shall be submitted by transmitting an Application to the Transmission Provider by electronic mail (e-mail) to the e-mail address indicated on the Application or otherwise provided by the Transmission Provider. This method will provide a time-stamped record for establishing the priority of the Application.

17.2 Completed Application:

A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

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

- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;
- (iv) The location of the generating facility(ies) supplying the capacity and energy and the location of the load ultimately served by the capacity and energy transmitted. The Transmission Provider will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 358 of the Commission's regulations;
- (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;
- (viii) The transmission capacity requested for each Point of Receipt and

each Point of Delivery on the Transmission Provider's Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement;

- (ix) A statement indicating that, if the Eligible Customer submits a Pre-Confirmed Application, the Eligible Customer will execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service; and
- (x) Any additional information required by the Transmission Provider's planning process established in Attachment K.

The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 358 of the Commission's regulations.

17.3 Deposit:

A Completed Application for Firm Point-To-Point Transmission Service also shall include a deposit of either one month's charge for Reserved Capacity or the full charge for Reserved Capacity for service requests of less than one month. If the Application is rejected by the Transmission Provider 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 Transmission Provider 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 Transmission Provider if the Transmission Provider is unable to complete new facilities needed to provide the service. If an Application is withdrawn or the Eligible Customer decides not to enter into a Service Agreement for Firm Point-To-Point Transmission Service, the deposit shall be refunded in full, with interest, less reasonable costs incurred by the Transmission Provider to the extent such costs have not already been recovered by the Transmission Provider from the Eligible Customer. The Transmission Provider will provide to the Eligible Customer a complete accounting of all costs deducted from the refunded deposit, which the Eligible Customer may contest if there is a dispute concerning the deducted costs. Deposits associated with construction of new facilities are subject to the provisions of Section 19. If a Service Agreement for Firm Point-To-Point Transmission Service is executed, the deposit and any accrued interest will be credited against the Transmission Customer's monthly transmission service bill(s) upon commencement of service until the deposit and interest are returned in full provided the Transmission Customer is considered creditworthy pursuant to the criteria set forth in Attachment L. Applicable interest shall be computed in accordance with the Commission's regulations at 18 CFR § 35.19a(a)(2)(iii), and shall be calculated from the day the deposit amount is credited to the Transmission Provider's account. Each

Transmission Customer deposit held by the Transmission Provider pursuant to this Section 17.3 as of the effective date of this tariff sheet shall be returned with interest to each respective Transmission Customer provided the Transmission Customer is considered creditworthy pursuant to the criteria set forth in Attachment L, by crediting the deposit and interest against each respective Transmission Customer's monthly transmission service bill(s) in the month(s) following the issuance of the final and non-appealable Commission decision accepting this tariff sheet. In the event the entire deposit and interest are not fully credited before the expiration or termination of the Service Agreement for Firm Point-To-Point Transmission Service and provided the Transmission Customer has no outstanding payment balance due, the Transmission Provider will return any remaining deposit, with interest, to the Transmission Customer within thirty (30) days of the expiration or termination of the Service Agreement.

17.3.1 Transmission Provider may waive the collection of a deposit under Section 17.3 where the Transmission Customer is an existing customer of Transmission Provider, with a minimum two-year timely payment history and no default under its existing Service Agreement(s). A two-year timely payment history is considered a consecutive two-year period in which the Transmission Customer's payment practices conformed to Section 7.1.

17.3.2 An Application is considered a Completed Application when the Transmission Provider receives the Eligible Customer's deposit in accordance with Section 17.3 above. To allow an Eligible Customer to seek waiver of the deposit under Section 17.3.1, without jeopardizing its reservation priority, Transmission Provider will assign reservation priority based upon when the Transmission Provider receives the Eligible Customer's Application (without the deposit), with respect to those services that are subject to a reservation priority based upon the date/time of the request, as set forth in Section 13.2. The Eligible Customer will not lose its place in the reservation queue if the Transmission Provider grants waiver of the deposit under Section 17.3.1 or if the Transmission Provider, absent a waiver, receives the Eligible Customer's deposit no later than 10 days following receipt of the Eligible Customer's Application.

17.4 Notice of Deficient Application:

If an Application fails to meet the requirements of the Tariff, other than the requirement to include a deposit with an Application pursuant to Section 17.3, the Transmission Provider shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. The Transmission Provider will attempt to remedy minor deficiencies in the Application through

informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application, along with any deposit, with interest. Upon receipt of a new or revised Application that fully complies with the requirements of Part II of the Tariff, the Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Application.

The Transmission Provider will deem withdrawn an Application submitted without a deposit unless (a) the deposit is waived by the Transmission Provider under Section 17.3.1, or (b) the Transmission Provider receives the deposit no later than 10 days following receipt of the Application.

17.5 Response to a Completed Application:

Following receipt of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider shall make a determination of available transfer capability as required in Section 15.2. The Transmission Provider shall notify the Eligible Customer as soon as practicable, but not later than thirty (30) days 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 Section 19.1. Responses by the Transmission Provider must be made as soon as practicable to all completed applications (including applications by its 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 Transmission Provider determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30) days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Section 19 will govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement or request the filing of an unexecuted service agreement pursuant to Section 15.3, within fifteen (15) days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded with interest. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

17.7 Extensions for Commencement of Service:

The Transmission Customer can obtain, subject to availability, 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 within 15 days of notifying the Transmission Provider it intends to extend the commencement of service. If during any

extension for the commencement of service an Eligible Customer submits a Completed Application for Firm Transmission Service, and such request can be satisfied only by releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity 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 Reserved Capacity concurrent with the new Service Commencement Date. In the event the Transmission Customer elects to release the Reserved Capacity, the reservation fees or portions thereof previously paid will be forfeited.

II. POINT-TO-POINT TRANSMISSION SERVICE

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

18.1 Application:

Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to the Transmission Provider.

Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. All Non-Firm Point-To-Point Transmission Service requests shall be submitted by transmitting an Application to the Transmission Provider by electronic mail (e-mail) to the e-mail address indicated on the Application or otherwise provided by the Transmission Provider. This method will provide a time-stamped record for establishing the service priority of the Application.

18.2 Completed Application:

A Completed Application shall provide all of the information included in 18 CFR §2.20 including but not limited to the following:

- (i) The identity, address, telephone number and email address of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (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.

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

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

The Transmission Provider 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 Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice, or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 358 of the Commission's regulations.

- (viii) A statement indicating that, if the Eligible Customer submits a Pre-Confirmed Application, the Eligible Customer will execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service.

18.3 Reservation of Non-Firm Point-To-Point Transmission Service:

Requests for monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence, requests for daily service shall be submitted no earlier than two (2) days before service is to commence, and requests for hourly service shall be submitted no earlier than noon the day before service is to commence. Requests for service received later than 2:00 p.m. prior to the day service is scheduled to commence will be accommodated if practicable.

18.4 Determination of Available Transfer Capability:

Following receipt of a tendered schedule the Transmission Provider will make a determination on a non-discriminatory basis of available transfer capability pursuant to Section 15.2. Such determination shall be made as soon as reasonably practicable after receipt, but not later than the following time periods for the following terms of service (i) thirty (30) minutes for hourly service, (ii) thirty (30) minutes for daily service, (iii) four (4) hours for weekly service, and (iv) two (2) days for monthly service or such reasonable times that are generally accepted in the region and are consistently adhered to by the Transmission Provider.

III. NETWORK INTEGRATION TRANSMISSION SERVICE

29 Initiating Service

29.1 Condition Precedent for Receiving Service:

Subject to the terms and conditions of Part III of the Tariff, the Transmission Provider will provide Network Integration Transmission Service to any Eligible Customer, provided that (i) the Eligible Customer completes an Application for service as provided under Part III of the Tariff, (ii) the Eligible Customer and the Transmission Provider complete the technical arrangements set forth in Sections 29.3 and 29.4, (iii) the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Part III of the Tariff or requests in writing that the Transmission Provider file a proposed unexecuted Service Agreement with the Commission, and (iv) the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Attachment G.

29.2 Application Procedures:

An Eligible Customer requesting service under Part III of the Tariff must submit an Application, with a deposit approximating the charge for one month of service, to the Transmission Provider as far as possible in advance of the month in which service is to commence. Unless subject to the procedures in Section 2, Completed Applications for Network Integration Transmission Service will be assigned a priority according to the date and time the Application is received, with the earliest Application receiving the highest

priority. A Completed Application shall be submitted by transmitting the required information to the Transmission Provider by electronic mail (e-mail) to the e-mail address indicated on the Application or otherwise provided by the Transmission Provider. This method will provide a time-stamped record for establishing the service priority of the Application. A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, telephone number and e-mail address 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 description of the Network Load at each delivery point. This description should separately identify and provide the Eligible Customer's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each Transmission Provider substation at the same transmission voltage level. The description should include a ten (10) year forecast of summer and winter load and resource requirements beginning with the first year after the service is scheduled to commence;
- (iv) The amount and location of any interruptible loads included in the Network Load. This shall include the summer and winter

capacity requirements for each interruptible load (had such load not been interruptible), that portion of the load subject to interruption, the conditions under which an interruption can be implemented and any limitations on the amount and frequency of interruptions. An Eligible Customer should identify the amount of interruptible customer load (if any) included in the 10 year load forecast provided in response to (iii) above;

- (v) A description of Network Resources (current and 10-year projection). For each on-system Network Resource (unless part of an on-system system sale), such description shall include:
- Unit size and amount of capacity from that unit to be designated as Network Resource
 - VAR capability (both leading and lagging) of all generators
 - Operating restrictions
 - Any periods of restricted operations throughout the year
 - Maintenance schedules
 - Minimum loading level of unit
 - Normal operating level of unit
 - Any must-run unit designations required for system reliability or contract reasons
 - Approximate variable generating cost (\$/MWH) for redispatch computations
 - Arrangements governing sale and delivery of power to third parties from generating facilities located in the Transmission Provider Control Area, where only a portion of unit output is designated as a Network Resource

For each off-system Network Resource, such description shall include:

- Identification of the Network Resource as an off-system resource

- Amount of power to which the customer has rights
- Delivery point(s) to the Transmission Provider's Transmission System
- Transmission arrangements on the external transmission system(s)
- Operating restrictions, if any
 - Any periods of restricted operations throughout the year
 - Maintenance schedules
 - Minimum loading level of unit
 - Normal operating level of unit
 - Any must-run unit designations required for system reliability or contract reasons
- Approximate variable generating cost (\$/MWH) for redispatch computations;

(vi) Description of Eligible Customer's transmission system:

- Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices and load type, including normal and emergency ratings of all transmission equipment in a load flow format compatible with that used by the Transmission Provider
- Operating restrictions needed for reliability
- Operating guides employed by system operators
- Contractual restrictions or committed uses of the Eligible Customer's transmission system, other than the Eligible Customer's Network Loads and Resources
- Location of Network Resources described in subsection (v) above
- 10 year projection of system expansions or upgrades
- Transmission System maps that include any proposed expansions or upgrades
- Thermal ratings of Eligible Customer's Control Area ties with other Control Areas;

(vii) Service Commencement Date and the term of the requested

Network Integration Transmission Service. The minimum term for Network Integration Transmission Service is one year;

(viii) A statement signed by an authorized officer from or agent of the

Network Customer attesting that all of the network resources listed pursuant to Section 29.2(v) satisfy the following conditions:

- (1) the Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff; and (2) the Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program; and
- (ix) Any additional information required of the Transmission Customer as specified: (1) in the Transmission Provider's planning process established in Attachment K; and (2) Attachment P.

Unless the Parties agree to a different time frame, 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 possible, the Transmission Provider will attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application without prejudice to the Eligible Customer filing a new or revised Application that fully complies with the requirements of this section. The Eligible Customer will be assigned a new priority consistent with the date of the new or revised Application. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 358 of the Commission's regulations. If a Service Agreement for Network Integration Transmission Service is executed, the deposit and any accrued interest will be credited against the Transmission Customer's monthly transmission service bill(s) upon commencement of service until the deposit and interest are returned, provided the Transmission Customer is considered creditworthy pursuant to the criteria set forth in Attachment L. Applicable interest shall be computed in accordance with the Commission's regulations at 18 CFR § 35.19a(a)(2)(iii), and shall be calculated from the day the deposit amount is credited to the Transmission Provider's account. Each Transmission Customer deposit held by the Transmission Provider pursuant to this Section 29.2 as of the effective date of this tariff sheet shall be returned with interest to each respective Transmission Customer provided the Transmission Customer is considered creditworthy pursuant to the criteria as set forth in Attachment

L, by crediting the deposit and interest to each respective Transmission Customer's monthly transmission service bill(s) in the month(s) following the issuance of the final and non-appealable Commission decision accepting this tariff sheet. In the event the entire deposit and interest are not fully credited before the expiration or termination of the Service Agreement for Network Integration Transmission Service and the Transmission Customer has no outstanding payment balance due, the Transmission Provider will return any remaining deposit, with interest, to the Transmission Customer within thirty (30) days of the expiration or termination of the Service Agreement.

29.2.1 Transmission Provider may waive the collection of a deposit under Section 29.2 where the Transmission Customer is an existing customer of Transmission Provider, with a minimum two-year timely payment history and no default under its existing Service Agreement(s). A two-year timely payment history is considered a consecutive two-year period in which the Transmission Customer's payment practices conformed to Section 7.1.

29.2.2 An Application is considered a Completed Application when the Transmission Provider receives the Eligible Customer's deposit in accordance with Section 29.2 above. To allow an Eligible Customer to seek waiver of the deposit under Section 29.2.1, without jeopardizing its reservation priority, Transmission Provider will assign a reservation priority based upon when the Transmission

Provider receives the Eligible Customer's Application (without the deposit). The Eligible Customer will not lose its place in the reservation queue if the Transmission Provider grants waiver of the deposit under Section 29.2.1 or if the Transmission Provider, absent a waiver, receives the Eligible Customer's deposit no later than ten days following receipt of the Eligible Customer's Application.

29.3 Technical Arrangements to be Completed Prior to Commencement of Service:

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

29.4 Network Customer Facilities:

The provision of Network Integration Transmission Service shall be conditioned upon the Network Customer's constructing, maintaining and operating the facilities on its side of each delivery point or interconnection necessary to reliably deliver capacity and energy from the Transmission

Provider's Transmission System to the Network Customer. The Network Customer shall be solely responsible for constructing or installing all facilities on the Network Customer's side of each such delivery point or interconnection.

29.5 Filing of Service Agreement:

The Transmission Provider will file Service Agreements with the Commission in compliance with applicable Commission regulations.

II. POINT-TO-POINT TRANSMISSION SERVICE

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:

El Paso Electric Company at the point of contact posted in the Documents area on the El Paso Electric OASIS opening page under the "Transmission Contact Information" folder

at least sixty (60) days in advance of the calendar month in which service is to commence. The Transmission Provider 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~~shall be ~~submitted by entering the information listed below on the Transmission Provider's OASIS.~~ submitted by transmitting an Application to the Transmission Provider by electronic mail (e-mail) to the e-mail address indicated on the Application or otherwise provided by the Transmission Provider. Prior to implementation of the Transmission Provider's OASIS, a Completed Application may be submitted by (i) transmitting the required information to the Transmission Provider by telefax, or (ii) providing the information by telephone over the Transmission Provider's time recorded telephone line. Each of these This methods will provide a time-stamped record

for establishing the priority of the Application.

17.2 Completed Application:

A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, telephone number ~~and email address~~ ~~and facsimile number~~ of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;
- (iv) The location of the generating facility(ies) supplying the capacity and energy and the location of the load ultimately served by the capacity and energy transmitted. The Transmission Provider will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 358 of the Commission's regulations;

- (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;
- (viii) The transmission capacity requested for each Point of Receipt and each Point of Delivery on the Transmission Provider's Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement;
- (ix) A statement indicating that, if the Eligible Customer submits a Pre-Confirmed Application, the Eligible Customer will execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service; and
- (x) Any additional information required by the Transmission Provider's planning process established in Attachment K.

The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 358 of the Commission's regulations.

17.3 Deposit:

A Completed Application for Firm Point-To-Point Transmission Service also shall include a deposit of either one month's charge for Reserved Capacity or the full charge for Reserved Capacity for service requests of less than one month. If the Application is rejected by the Transmission Provider 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 Transmission Provider 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 Transmission Provider if the Transmission Provider is unable to complete new facilities needed to provide the service. If an Application is withdrawn or the Eligible Customer decides not to enter into a Service Agreement for Firm Point-To-Point Transmission Service, the deposit shall be refunded in full, with interest, less reasonable costs incurred by the Transmission Provider to the extent such costs have not already been recovered by the Transmission Provider from the Eligible Customer. The Transmission Provider will provide to the Eligible Customer a complete accounting of all costs deducted from the refunded deposit, which the Eligible Customer may contest if there is a dispute concerning the deducted costs. Deposits associated with construction of new facilities are subject to the provisions of Section 19. If a Service Agreement for Firm Point-To-Point Transmission Service is executed, the deposit and any

accrued interest will be credited against the Transmission Customer's monthly transmission service bill(s) upon commencement of service until the deposit and interest are returned in full provided the Transmission Customer is considered creditworthy pursuant to the criteria set forth in Attachment L. Applicable interest shall be computed in accordance with the Commission's regulations at 18 CFR § 35.19a(a)(2)(iii), and shall be calculated from the day the deposit amount is credited to the Transmission Provider's account. Each Transmission Customer deposit held by the Transmission Provider pursuant to this Section 17.3 as of the effective date of this tariff sheet shall be returned with interest to each respective Transmission Customer provided the Transmission Customer is considered creditworthy pursuant to the criteria set forth in Attachment L, by crediting the deposit and interest against each respective Transmission Customer's monthly transmission service bill(s) in the month(s) following the issuance of the final and non-appealable Commission decision accepting this tariff sheet. In the event the entire deposit and interest are not fully credited before the expiration or termination of the Service Agreement for Firm Point-To-Point Transmission Service and provided the Transmission Customer has no outstanding payment balance due, the Transmission Provider will return any remaining deposit, with interest, to the Transmission Customer within thirty (30) days of the expiration or termination of the Service Agreement.

- 17.3.1 Transmission Provider may waive the collection of a deposit under Section 17.3 where the Transmission Customer is an existing customer of Transmission Provider, with a minimum two-year timely payment history and no default under its existing Service Agreement(s). A two-year timely payment history is considered a consecutive two-year period in which the Transmission Customer's payment practices conformed to Section 7.1.
- 17.3.2 An Application is considered a Completed Application when the Transmission Provider receives the Eligible Customer's deposit in accordance with Section 17.3 above. To allow an Eligible Customer to seek waiver of the deposit under Section 17.3.1, without jeopardizing its reservation priority, Transmission Provider will assign reservation priority based upon when the Transmission Provider receives the Eligible Customer's Application (without the deposit), with respect to those services that are subject to a reservation priority based upon the date/time of the request, as set forth in Section 13.2. The Eligible Customer will not lose its place in the reservation queue if the Transmission Provider grants waiver of the deposit under Section 17.3.1 or if the Transmission Provider, absent a waiver, receives the Eligible Customer's deposit no later than 10 days following receipt of the Eligible Customer's Application.

17.4 Notice of Deficient Application:

If an Application fails to meet the requirements of the Tariff, other than the requirement to include a deposit with an Application pursuant to Section 17.3, the Transmission Provider shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. The Transmission Provider will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application, along with any deposit, with interest. Upon receipt of a new or revised Application that fully complies with the requirements of Part II of the Tariff, the Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Application.

The Transmission Provider will deem withdrawn an Application submitted without a deposit unless (a) the deposit is waived by the Transmission Provider under Section 17.3.1, or (b) the Transmission Provider receives the deposit no later than 10 days following receipt of the Application.

17.5 Response to a Completed Application:

Following receipt of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider shall make a determination of available transfer capability as required in Section 15.2. The Transmission Provider shall notify the Eligible Customer as soon as practicable, but not later

than thirty (30) days 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 Section 19.1. Responses by the Transmission Provider must be made as soon as practicable to all completed applications (including applications by its 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 Transmission Provider determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30) days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Section 19 will govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement or request the filing of an unexecuted service agreement pursuant to Section 15.3, within fifteen (15) days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded with interest. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

17.7 Extensions for Commencement of Service:

The Transmission Customer can obtain, subject to availability, 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 within 15 days of notifying the Transmission Provider it intends to extend the commencement of service. If during any extension for the commencement of service an Eligible Customer submits a Completed Application for Firm Transmission Service, and such request can be satisfied only by releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity 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 Reserved Capacity concurrent with the new Service Commencement Date. In the event the Transmission Customer elects to release the Reserved Capacity, the reservation fees or portions thereof previously paid will be forfeited.

II. POINT-TO-POINT TRANSMISSION SERVICE

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

18.1 Application:

Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to the Transmission Provider.

Applications should be submitted by entering the information listed below on

the Transmission Provider's OASIS. All Non-Firm Point-To-Point

Transmission Service requests shall be submitted by transmitting an

Application to the Transmission Provider by electronic mail (e-mail) to the e-

mail address indicated on the Application or otherwise provided by the

Transmission Provider. ~~Prior to implementation of the Transmission~~

Provider's OASIS, a Completed Application may be submitted by (i)

transmitting the required information to the Transmission Provider by telefax,

or (ii) providing the information by telephone over the Transmission

Provider's time recorded telephone line. Each of these ~~This~~ -methods will

provide a time-stamped record for establishing the service priority of the

Application.

18.2 Completed Application:

A Completed Application shall provide all of the information included in 18

CFR §2.20 including but not limited to the following:

- (i) The identity, address, telephone number and email address ~~and~~

~~facsimile number~~ of the entity requesting service;

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

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

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

The Transmission Provider 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 Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice, or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 358 of the Commission's regulations.

(viii) A statement indicating that, if the Eligible Customer submits a Pre-Confirmed Application, the Eligible Customer will execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service.

18.3 Reservation of Non-Firm Point-To-Point Transmission Service:

Requests for monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence, requests for daily service shall be submitted no earlier than two (2) days before service is to commence, and requests for hourly service shall be submitted no earlier than noon the day before service is to commence. Requests for service received later than 2:00 p.m. prior to the day service is scheduled to commence will be accommodated if practicable.

18.4 Determination of Available Transfer Capability:

Following receipt of a tendered schedule the Transmission Provider will make a determination on a non-discriminatory basis of available transfer capability pursuant to Section 15.2. Such determination shall be made as soon as reasonably practicable after receipt, but not later than the following time periods for the following terms of service (i) thirty (30) minutes for hourly service, (ii) thirty (30) minutes for daily service, (iii) four (4) hours for weekly

service, and (iv) two (2) days for monthly service or such reasonable times that are generally accepted in the region and are consistently adhered to by the Transmission Provider.

III. NETWORK INTEGRATION TRANSMISSION SERVICE

29 Initiating Service

29.1 Condition Precedent for Receiving Service:

Subject to the terms and conditions of Part III of the Tariff, the Transmission Provider will provide Network Integration Transmission Service to any Eligible Customer, provided that (i) the Eligible Customer completes an Application for service as provided under Part III of the Tariff, (ii) the Eligible Customer and the Transmission Provider complete the technical arrangements set forth in Sections 29.3 and 29.4, (iii) the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Part III of the Tariff or requests in writing that the Transmission Provider file a proposed unexecuted Service Agreement with the Commission, and (iv) the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Attachment G.

29.2 Application Procedures:

An Eligible Customer requesting service under Part III of the Tariff must submit an Application, with a deposit approximating the charge for one month of service, to the Transmission Provider as far as possible in advance of the month in which service is to commence. Unless subject to the procedures in Section 2, Completed Applications for Network Integration Transmission Service will be assigned a priority according to the date and time the Application is received, with the earliest Application receiving the highest

priority. ~~Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. Prior to implementation of the Transmission Provider's OASIS,~~ A Completed Application ~~shall~~ may be submitted by transmitting the required information to the Transmission Provider by electronic mail (e-mail) to the e-mail address indicated on the Application or otherwise provided by the Transmission Provider. ~~by (i) transmitting the required information to the Transmission Provider by telefax, or (ii) providing the information by telephone over the Transmission Provider's time recorded telephone line. Each of these~~ This methods will provide a time-stamped record for establishing the service priority of the Application. A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, telephone number and e-mail address ~~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 description of the Network Load at each delivery point. This description should separately identify and provide the Eligible Customer's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each Transmission Provider substation at the same transmission voltage level. The description should include a ten (10) year

forecast of summer and winter load and resource requirements beginning with the first year after the service is scheduled to commence;

- (iv) The amount and location of any interruptible loads included in the Network Load. This shall include the summer and winter capacity requirements for each interruptible load (had such load not been interruptible), that portion of the load subject to interruption, the conditions under which an interruption can be implemented and any limitations on the amount and frequency of interruptions. An Eligible Customer should identify the amount of interruptible customer load (if any) included in the 10 year load forecast provided in response to (iii) above;
- (v) A description of Network Resources (current and 10-year projection). For each on-system Network Resource (unless part of an on-system system sale), such description shall include:
- Unit size and amount of capacity from that unit to be designated as Network Resource
 - VAR capability (both leading and lagging) of all generators
 - Operating restrictions
 - Any periods of restricted operations throughout the year
 - Maintenance schedules
 - Minimum loading level of unit
 - Normal operating level of unit
 - Any must-run unit designations required for system reliability or contract reasons
 - Approximate variable generating cost (\$/MWH) for redispatch computations
 - Arrangements governing sale and delivery of power to third

parties from generating facilities located in the Transmission Provider Control Area, where only a portion of unit output is designated as a Network Resource

For each off-system Network Resource, such description shall include:

- Identification of the Network Resource as an off-system resource
 - Amount of power to which the customer has rights
 - Delivery point(s) to the Transmission Provider's Transmission System
 - Transmission arrangements on the external transmission system(s)
 - Operating restrictions, if any
 - Any periods of restricted operations throughout the year
 - Maintenance schedules
 - Minimum loading level of unit
 - Normal operating level of unit
 - Any must-run unit designations required for system reliability or contract reasons
 - Approximate variable generating cost (\$/MWH) for redispatch computations;
- (vi) Description of Eligible Customer's transmission system:
- Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices and load type, including normal and emergency ratings of all transmission equipment in a load flow format compatible with that used by the Transmission Provider
 - Operating restrictions needed for reliability
 - Operating guides employed by system operators
 - Contractual restrictions or committed uses of the Eligible Customer's transmission system, other than the Eligible Customer's Network Loads and Resources
 - Location of Network Resources described in subsection (v) above
 - 10 year projection of system expansions or upgrades
 - Transmission System maps that include any proposed expansions or upgrades
 - Thermal ratings of Eligible Customer's Control Area ties with

other Control Areas;

- (vii) Service Commencement Date and the term of the requested Network Integration Transmission Service. The minimum term for Network Integration Transmission Service is one year;
- (viii) A statement signed by an authorized officer from or agent of the Network Customer attesting that all of the network resources listed pursuant to Section 29.2(v) satisfy the following conditions:
 - (1) the Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff; and
 - (2) the Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program; and
- (ix) Any additional information required of the Transmission Customer as specified: (1) in the Transmission Provider's planning process established in Attachment K; and (2) Attachment P.

Unless the Parties agree to a different time frame, 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 possible, the Transmission Provider will attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application without prejudice to the Eligible Customer filing a new or revised Application that fully complies with the requirements of this section. The Eligible Customer will be assigned a new priority consistent with the date of the new or revised Application. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 358 of the Commission's regulations. If a Service Agreement for Network Integration Transmission Service is executed, the deposit and any accrued interest will be credited against the Transmission Customer's monthly transmission service bill(s) upon commencement of service until the deposit and interest are returned, provided the Transmission Customer is considered creditworthy pursuant to the criteria set forth in Attachment L. Applicable interest shall be computed in accordance with the Commission's regulations at 18 CFR § 35.19a(a)(2)(iii), and shall be calculated from the day the deposit amount is

credited to the Transmission Provider's account. Each Transmission Customer deposit held by the Transmission Provider pursuant to this Section 29.2 as of the effective date of this tariff sheet shall be returned with interest to each respective Transmission Customer provided the Transmission Customer is considered creditworthy pursuant to the criteria as set forth in Attachment L, by crediting the deposit and interest to each respective Transmission Customer's monthly transmission service bill(s) in the month(s) following the issuance of the final and non-appealable Commission decision accepting this tariff sheet. In the event the entire deposit and interest are not fully credited before the expiration or termination of the Service Agreement for Network Integration Transmission Service and the Transmission Customer has no outstanding payment balance due, the Transmission Provider will return any remaining deposit, with interest, to the Transmission Customer within thirty (30) days of the expiration or termination of the Service Agreement.

29.2.1 Transmission Provider may waive the collection of a deposit under Section 29.2 where the Transmission Customer is an existing customer of Transmission Provider, with a minimum two-year timely payment history and no default under its existing Service Agreement(s). A two-year timely payment history is considered a consecutive two-year period in which the Transmission Customer's payment practices conformed to Section 7.1.

29.2.2 An Application is considered a Completed Application when the Transmission Provider receives the Eligible Customer's deposit in accordance with Section 29.2 above. To allow an Eligible Customer to seek waiver of the deposit under Section 29.2.1, without jeopardizing its reservation priority, Transmission Provider will assign a reservation priority based upon when the Transmission Provider receives the Eligible Customer's Application (without the deposit). The Eligible Customer will not lose its place in the reservation queue if the Transmission Provider grants waiver of the deposit under Section 29.2.1 or if the Transmission Provider, absent a waiver, receives the Eligible Customer's deposit no later than ten days following receipt of the Eligible Customer's Application.

29.3 Technical Arrangements to be Completed Prior to Commencement of Service:

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

the Service Commencement Date.

29.4 Network Customer Facilities:

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

29.5 Filing of Service Agreement:

The Transmission Provider will file Service Agreements with the Commission in compliance with applicable Commission regulations.

FERC rendition of the electronically filed tariff records in Docket No. ER24-02503-000

Filing Data:

CID: C000465

Filing Title: OATT Non-substantive Revisions to Part II.17, Part II.18 and Part III.29

Company Filing Identifier: 200

Type of Filing Code: 10

Associated Filing Identifier:

Tariff Title: Open Access Transmission Tariff

Tariff ID: 5

Payment Confirmation:

Suspension Motion:

Tariff Record Data:

Record Content Description, Tariff Record Title, Record Version Number, Option Code:

Part II.17, Procedures for Arranging Firm PTP Transmission Service, 0.2.0, A

Record Narrative Name:

Tariff Record ID: 20

Tariff Record Collation Value: 209582399 Tariff Record Parent Identifier: 15

Proposed Date: 2024-07-12

Priority Order: 530

Record Change Type: CHANGE

Record Content Type: 1

Associated Filing Identifier:

II. POINT-TO-POINT TRANSMISSION SERVICE

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:

El Paso Electric Company at the point of contact posted in the Documents area on the El Paso Electric OASIS opening page under the “Transmission Contact Information” folder

at least sixty (60) days in advance of the calendar month in which service is to commence. The Transmission Provider 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 shall be submitted by transmitting an Application to the Transmission Provider by

electronic mail (e-mail) to the e-mail address indicated on the Application or otherwise provided by the Transmission Provider. This method will provide a time-stamped record for establishing the priority of the Application.

17.2 Completed Application:

A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, telephone number and email address of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;
- (iv) The location of the generating facility(ies) supplying the capacity and energy and the location of the load ultimately served by the capacity and energy transmitted. The Transmission Provider will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements. The Transmission Provider

- shall treat this information consistent with the standards of conduct contained in Part 358 of the Commission's regulations;
- (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;
 - (viii) The transmission capacity requested for each Point of Receipt and each Point of Delivery on the Transmission Provider's Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement;
 - (ix) A statement indicating that, if the Eligible Customer submits a Pre-Confirmed Application, the Eligible Customer will execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service; and
 - (x) Any additional information required by the Transmission Provider's planning process established in Attachment K.

The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 358 of the Commission's regulations.

17.3 Deposit:

A Completed Application for Firm Point-To-Point Transmission Service also shall include a deposit of either one month's charge for Reserved Capacity or the full charge for Reserved Capacity for service requests of less than one month. If the Application is rejected by the Transmission Provider 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 Transmission Provider 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 Transmission Provider if the Transmission Provider is unable to complete new facilities needed to provide the service. If an Application is withdrawn or the Eligible Customer decides not to enter into a Service Agreement for Firm Point-To-Point Transmission Service, the deposit shall be refunded in full, with interest, less reasonable costs incurred by the Transmission Provider to the extent such costs have not already been recovered by the Transmission Provider from the Eligible Customer. The Transmission Provider will provide to the Eligible Customer a complete accounting of all costs deducted from the refunded deposit, which the Eligible Customer may contest if there is a dispute concerning the deducted costs. Deposits associated with construction of new facilities are subject to the provisions of Section 19. If a Service Agreement

for Firm Point-To-Point Transmission Service is executed, the deposit and any accrued interest will be credited against the Transmission Customer's monthly transmission service bill(s) upon commencement of service until the deposit and interest are returned in full provided the Transmission Customer is considered creditworthy pursuant to the criteria set forth in Attachment L. Applicable interest shall be computed in accordance with the Commission's regulations at 18 CFR § 35.19a(a)(2)(iii), and shall be calculated from the day the deposit amount is credited to the Transmission Provider's account. Each Transmission Customer deposit held by the Transmission Provider pursuant to this Section 17.3 as of the effective date of this tariff sheet shall be returned with interest to each respective Transmission Customer provided the Transmission Customer is considered creditworthy pursuant to the criteria set forth in Attachment L, by crediting the deposit and interest against each respective Transmission Customer's monthly transmission service bill(s) in the month(s) following the issuance of the final and non-appealable Commission decision accepting this tariff sheet. In the event the entire deposit and interest are not fully credited before the expiration or termination of the Service Agreement for Firm Point-To-Point Transmission Service and provided the Transmission Customer has no outstanding payment balance due, the Transmission Provider will return any remaining deposit, with interest, to the Transmission Customer within thirty (30) days of the expiration or termination of the Service Agreement.

17.3.1 Transmission Provider may waive the collection of a deposit under Section 17.3 where the Transmission Customer is an existing customer of Transmission Provider, with a minimum two-year timely payment history and no default under its existing Service Agreement(s). A two-year timely payment history is considered a consecutive two-year period in which the Transmission Customer's payment practices conformed to Section 7.1.

17.3.2 An Application is considered a Completed Application when the Transmission Provider receives the Eligible Customer's deposit in accordance with Section 17.3 above. To allow an Eligible Customer to seek waiver of the deposit under Section 17.3.1, without jeopardizing its reservation priority, Transmission Provider will assign reservation priority based upon when the Transmission Provider receives the Eligible Customer's Application (without the deposit), with respect to those services that are subject to a reservation priority based upon the date/time of the request, as set forth in Section 13.2. The Eligible Customer will not lose its place in the reservation queue if the Transmission Provider grants waiver of the deposit under Section 17.3.1 or if the Transmission Provider, absent a waiver, receives the Eligible Customer's deposit no later than 10 days following receipt of the Eligible Customer's

Application.

17.4 Notice of Deficient Application:

If an Application fails to meet the requirements of the Tariff, other than the requirement to include a deposit with an Application pursuant to Section 17.3, the Transmission Provider shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. The Transmission Provider will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application, along with any deposit, with interest. Upon receipt of a new or revised Application that fully complies with the requirements of Part II of the Tariff, the Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Application.

The Transmission Provider will deem withdrawn an Application submitted without a deposit unless (a) the deposit is waived by the Transmission Provider under Section 17.3.1, or (b) the Transmission Provider receives the deposit no later than 10 days following receipt of the Application.

17.5 Response to a Completed Application:

Following receipt of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider shall make a determination of available transfer capability as required in Section 15.2. The Transmission

Provider shall notify the Eligible Customer as soon as practicable, but not later than thirty (30) days 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 Section 19.1. Responses by the Transmission Provider must be made as soon as practicable to all completed applications (including applications by its 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 Transmission Provider determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30) days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Section 19 will govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement or request the filing of an unexecuted service agreement pursuant to Section 15.3, within fifteen (15) days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded with interest. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

17.7 Extensions for Commencement of Service:

The Transmission Customer can obtain, subject to availability, 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 within 15 days of notifying the Transmission Provider it intends to extend the commencement of service. If during any extension for the commencement of service an Eligible Customer submits a Completed Application for Firm Transmission Service, and such request can be satisfied only by releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity 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 Reserved Capacity concurrent with the new Service Commencement Date. In the event the Transmission Customer elects to release the Reserved Capacity, the reservation fees or portions thereof previously paid will be forfeited.

Record Content Description, Tariff Record Title, Record Version Number, Option Code:
Part II.18, Procedures for Arranging Non-Firm PTP Transmission Service, 0.2.0, A
Record Narrative Name:
Tariff Record ID: 21
Tariff Record Collation Value: 220560420 Tariff Record Parent Identifier: 15
Proposed Date: 2024-07-12
Priority Order: 530
Record Change Type: CHANGE
Record Content Type: 1
Associated Filing Identifier:

II. POINT-TO-POINT TRANSMISSION SERVICE

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

18.1 Application:

Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to the Transmission Provider.

Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. All Non-Firm Point-To-Point Transmission Service requests shall be submitted by transmitting an Application to the Transmission Provider by electronic mail (e-mail) to the e-mail address indicated on the Application or otherwise provided by the Transmission Provider. This method will provide a time-stamped record for establishing the service priority of the Application.

18.2 Completed Application:

A Completed Application shall provide all of the information included in 18 CFR §2.20 including but not limited to the following:

- (i) The identity, address, telephone number and email address of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (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.

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

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

The Transmission Provider 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 Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice, or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 358 of the Commission's regulations.

- (viii) A statement indicating that, if the Eligible Customer submits a Pre-Confirmed Application, the Eligible Customer will execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service.

18.3 Reservation of Non-Firm Point-To-Point Transmission Service:

Requests for monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence, requests for daily service shall be submitted no earlier than two (2) days before service is to commence, and requests for hourly service shall be submitted no earlier than noon the day before service is to commence. Requests for service received later than 2:00 p.m. prior to the day service is scheduled to commence will be accommodated if practicable.

18.4 Determination of Available Transfer Capability:

Following receipt of a tendered schedule the Transmission Provider will make a determination on a non-discriminatory basis of available transfer capability pursuant to Section 15.2. Such determination shall be made as soon as reasonably practicable after receipt, but not later than the following time periods for the following terms of service (i) thirty (30) minutes for hourly service, (ii) thirty (30) minutes for daily service, (iii) four (4) hours for weekly service, and (iv) two (2) days for monthly service or such reasonable times that are generally accepted in the region and are consistently adhered to by the Transmission Provider.

Record Content Description, Tariff Record Title, Record Version Number, Option Code:

Part III.29, Initiating Service, 0.3.0, A

Record Narrative Name:

Tariff Record ID: 33

Tariff Record Collation Value: 352296672 Tariff Record Parent Identifier: 31

Proposed Date: 2024-07-12

Priority Order: 540

Record Change Type: CHANGE
Record Content Type: 1
Associated Filing Identifier:

III. NETWORK INTEGRATION TRANSMISSION SERVICE

29 Initiating Service

29.1 Condition Precedent for Receiving Service:

Subject to the terms and conditions of Part III of the Tariff, the Transmission Provider will provide Network Integration Transmission Service to any Eligible Customer, provided that (i) the Eligible Customer completes an Application for service as provided under Part III of the Tariff, (ii) the Eligible Customer and the Transmission Provider complete the technical arrangements set forth in Sections 29.3 and 29.4, (iii) the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Part III of the Tariff or requests in writing that the Transmission Provider file a proposed unexecuted Service Agreement with the Commission, and (iv) the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Attachment G.

29.2 Application Procedures:

An Eligible Customer requesting service under Part III of the Tariff must submit an Application, with a deposit approximating the charge for one month of service, to the Transmission Provider as far as possible in advance of the month in which service is to commence. Unless subject to the procedures in Section 2, Completed Applications for Network Integration Transmission

Service will be assigned a priority according to the date and time the Application is received, with the earliest Application receiving the highest priority. A Completed Application shall be submitted by transmitting the required information to the Transmission Provider by electronic mail (e-mail) to the e-mail address indicated on the Application or otherwise provided by the Transmission Provider. This method will provide a time-stamped record for establishing the service priority of the Application. A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, telephone number and e-mail address 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 description of the Network Load at each delivery point. This description should separately identify and provide the Eligible Customer's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each Transmission Provider substation at the same transmission voltage level. The description should include a ten (10) year forecast of summer and winter load and resource requirements beginning with the first year after the service is scheduled to commence;

- (iv) The amount and location of any interruptible loads included in the Network Load. This shall include the summer and winter capacity requirements for each interruptible load (had such load not been interruptible), that portion of the load subject to interruption, the conditions under which an interruption can be implemented and any limitations on the amount and frequency of interruptions. An Eligible Customer should identify the amount of interruptible customer load (if any) included in the 10 year load forecast provided in response to (iii) above;
- (v) A description of Network Resources (current and 10-year projection). For each on-system Network Resource (unless part of an on-system system sale), such description shall include:
- Unit size and amount of capacity from that unit to be designated as Network Resource
 - VAR capability (both leading and lagging) of all generators
 - Operating restrictions
 - Any periods of restricted operations throughout the year
 - Maintenance schedules
 - Minimum loading level of unit
 - Normal operating level of unit
 - Any must-run unit designations required for system reliability or contract reasons
 - Approximate variable generating cost (\$/MWH) for redispatch computations
 - Arrangements governing sale and delivery of power to third parties from generating facilities located in the Transmission Provider Control Area, where only a portion of unit output is designated as a Network Resource

For each off-system Network Resource, such description shall

include:

- Identification of the Network Resource as an off-system resource
- Amount of power to which the customer has rights
- Delivery point(s) to the Transmission Provider's Transmission System
- Transmission arrangements on the external transmission system(s)
- Operating restrictions, if any
 - Any periods of restricted operations throughout the year
 - Maintenance schedules
 - Minimum loading level of unit
 - Normal operating level of unit
 - Any must-run unit designations required for system reliability or contract reasons
- Approximate variable generating cost (\$/MWH) for redispatch computations;

(vi) Description of Eligible Customer's transmission system:

- Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices and load type, including normal and emergency ratings of all transmission equipment in a load flow format compatible with that used by the Transmission Provider
- Operating restrictions needed for reliability
- Operating guides employed by system operators
- Contractual restrictions or committed uses of the Eligible Customer's transmission system, other than the Eligible Customer's Network Loads and Resources
- Location of Network Resources described in subsection (v) above
- 10 year projection of system expansions or upgrades
- Transmission System maps that include any proposed expansions or upgrades
- Thermal ratings of Eligible Customer's Control Area ties with other Control Areas;

(vii) Service Commencement Date and the term of the requested

Network Integration Transmission Service. The minimum term

- for Network Integration Transmission Service is one year;
- (viii) A statement signed by an authorized officer from or agent of the Network Customer attesting that all of the network resources listed pursuant to Section 29.2(v) satisfy the following conditions:
- (1) the Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff; and (2) the Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program; and
- (ix) Any additional information required of the Transmission Customer as specified: (1) in the Transmission Provider's planning process established in Attachment K; and (2) Attachment P.

Unless the Parties agree to a different time frame, 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 possible, the Transmission Provider will attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application without prejudice to the Eligible Customer filing a new or revised Application that fully complies with the requirements of this section. The Eligible Customer will be assigned a new priority consistent with the date of the new or revised Application. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 358 of the Commission's regulations. If a Service Agreement for Network Integration Transmission Service is executed, the deposit and any accrued interest will be credited against the Transmission Customer's monthly transmission service bill(s) upon commencement of service until the deposit and interest are returned, provided the Transmission Customer is considered creditworthy pursuant to the criteria set forth in Attachment L. Applicable interest shall be computed in accordance with the Commission's regulations at 18 CFR § 35.19a(a)(2)(iii), and shall be calculated from the day the deposit amount is credited to the Transmission Provider's account. Each Transmission Customer deposit held by the Transmission Provider pursuant to this Section 29.2 as of the effective date of this tariff sheet shall be returned with interest to

each respective Transmission Customer provided the Transmission Customer is considered creditworthy pursuant to the criteria as set forth in Attachment L, by crediting the deposit and interest to each respective Transmission Customer's monthly transmission service bill(s) in the month(s) following the issuance of the final and non-appealable Commission decision accepting this tariff sheet. In the event the entire deposit and interest are not fully credited before the expiration or termination of the Service Agreement for Network Integration Transmission Service and the Transmission Customer has no outstanding payment balance due, the Transmission Provider will return any remaining deposit, with interest, to the Transmission Customer within thirty (30) days of the expiration or termination of the Service Agreement.

29.2.1 Transmission Provider may waive the collection of a deposit under Section 29.2 where the Transmission Customer is an existing customer of Transmission Provider, with a minimum two-year timely payment history and no default under its existing Service Agreement(s). A two-year timely payment history is considered a consecutive two-year period in which the Transmission Customer's payment practices conformed to Section 7.1.

29.2.2 An Application is considered a Completed Application when the Transmission Provider receives the Eligible Customer's deposit in accordance with Section 29.2 above. To allow an Eligible Customer to seek waiver of the deposit under Section 29.2.1, without

jeopardizing its reservation priority, Transmission Provider will assign a reservation priority based upon when the Transmission Provider receives the Eligible Customer's Application (without the deposit). The Eligible Customer will not lose its place in the reservation queue if the Transmission Provider grants waiver of the deposit under Section 29.2.1 or if the Transmission Provider, absent a waiver, receives the Eligible Customer's deposit no later than ten days following receipt of the Eligible Customer's Application.

29.3 Technical Arrangements to be Completed Prior to Commencement of Service:

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

29.4 Network Customer Facilities:

The provision of Network Integration Transmission Service shall be conditioned upon the Network Customer's constructing, maintaining and

operating the facilities on its side of each delivery point or interconnection necessary to reliably deliver capacity and energy from the Transmission Provider's Transmission System to the Network Customer. The Network Customer shall be solely responsible for constructing or installing all facilities on the Network Customer's side of each such delivery point or interconnection.

29.5 Filing of Service Agreement:

The Transmission Provider will file Service Agreements with the Commission in compliance with applicable Commission regulations.

Document Content(s)

EPE Transmittal Letter_final.pdf.....	1
Clean200-6f8dc0c3-525e-47d5-865a-f92cfc1d05cc.pdf.....	4
Marked200-d351f45b-c4f9-4ca7-8128-02c8cda84378.pdf.....	25
FERC GENERATED TARIFF FILING.rtf.....	47