



NL Transmission Policies and Procedures

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Table of Contents

1.0	Introduction	1
2.0	Definitions	1
3.0	Pre-Application	9
4.0	Applicant and Eligible Customer Requirements	9
5.0	Transmission Service Application	10
6.0	Scoping Meeting.....	17
7.0	Study Procedures for Transmission Service Applications.....	17
8.0	Transmission Service Agreements	19
9.0	Extensions for Commencement of Firm Point-to-Point Transmission Service	20
10.0	Operational Procedures	21
11.0	Transmission Service Reservations and Schedules	21
12.0	Curtailment, Redispatch, Interruptions, Suspension for Reliability and Load Shedding	25
13.0	Ancillary Services.....	28
14.0	Methodology for Assessing ATC and TTC	29
15.0	Calculation of Transmission Losses	31
16.0	Credit Requirements.....	33
17.0	Transmission Planning.....	34
18.0	Billing & Payment	35
19.0	Reciprocity Obligations	36
20.0	Standards of Conduct.....	36
21.0	Confidential Information Policy.....	37
22.0	Discretionary Actions	37
23.0	Process for Development of Annual Rates.....	38
24.0	Dispute Resolution.....	40
25.0	Changes to the NL Transmission Policies and Procedures.....	40

1.0 Introduction

This document specifies the process for application with, and receipt of Point-to-Point Transmission Service or Network Integration Transmission Service from, the Newfoundland Labrador System Operator (NLSO). The following policies and procedures will be posted on the NLSO Open Access Same-Time Information System (OASIS).

2.0 Definitions

Adverse System Impact: A negative effect of non-compliance with technical or operational limits on conductors or equipment that may compromise the safety and Reliability of the NL Transmission System or NL Sub-Transmission System.

Affiliate: With respect to an Entity, each such other Entity that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Entity.

Ancillary Services: Those services that are necessary to support the transmission of Capacity and Energy from resources to Loads while maintaining Reliable operation of the NL Transmission System in accordance with Good Utility Practice.

Applicable Law: All applicable laws, statutes, rules, codes, regulations, treaties, official directives, policies and orders of, and the terms of all judgments, orders and decrees issued by, any Authorized Authority.

Application: A request for Eligible Customer status, Point-to-Point Transmission Service or Network Integration Transmission Service pursuant to the provisions herein.

APT: Atlantic Prevailing Time.

Authorized Authority: In relation to an Entity, property, transaction or event, any (a) federal, provincial, state, territorial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), (b) agency, authority, commission, instrumentality, regulatory body, court or other Entity, other than the NLSO, exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, (c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions, (d) private regulatory Entity, self-regulatory organization or other similar Entity, or (e) other body or Entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Entity, property, transaction or event.

Available Transfer Capability (ATC): The transfer capability remaining in a physical transmission network for further commercial activity over and above already committed uses as determined using the methodologies and procedures set forth in Section 14.0.

Business Day: Any day that is not a Saturday, Sunday or legal holiday recognized in the City of St. John's, NL.

Canadian Prime Rate: The variable rate of interest per annum expressed on the basis of a year of 365 or 366 calendar days, as the case may be, established from time to time by the BANK OF NOVA SCOTIA or any successor thereto, as its reference rate for the determination of interest rates that it will charge on commercial loans in Canadian dollars made in Canada.

Capacity: The capability to provide Energy, measured and expressed in MW.

Capacity Benefit Margin (CBM): The amount of transmission transfer capability reserved by Load serving entities to ensure access to generation from interconnected systems to meet generation Reliability requirements.

Completed Application: An Application that satisfies the information and other requirements, including payment of any required security, set forth in Section 5.0.

Confidential Information: Information and/or data that has been designated by either the NLSO or the Transmission Customer to be proprietary and confidential, provided that such designation is consistent with these NL Transmission Policies and Procedures and the NLSO Code of Conduct;

Control of an Entity: Means the possession, direct or indirect, of the power to elect or appoint a majority of such Entity's board of directors or similar governing body, or to direct or cause the direction of the management, business and/or policies of such Entity, whether through ownership of Voting Shares, by contract or otherwise, and, without limiting the generality of the foregoing, an Entity shall be deemed to "**Control**" any partnership of which, at the time, the Entity is a general partner, in the case of a limited partnership, or is a partner who, under the partnership agreement, has authority to bind the partnership, in all other cases (and the terms "**Controlled by**" and "**under common Control with**" have correlative meanings).

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

- i. Match, at all times, the power output of the generators within the electric power system(s) and Energy and Capacity purchased from entities outside the electric power system(s), with the Load within the electric power system(s);

- ii. Maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;
- iii. Maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and
- iv. Provide sufficient generating Capacity to maintain Operating Reserves in accordance with Good Utility Practice.

Curtail or Curtailment: A reduction in Transmission Service in response to a transfer capability shortage as a result of system Reliability conditions.

Delivering Party: The Entity supplying the Capacity and Energy to be transmitted at the Point(s) of Receipt.

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

Eligible Customer: An Entity (including an electric utility, power marketer, Entity generating Energy for sale or resale, or retail customer) meeting the requirements set forth in Section 4.0.

Energy: Electrical energy measured and expressed in MWh.

Entity: Includes an individual, a partnership, a corporation, a company, a trust, a joint venture, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.

E-Tag: The electronic documentation of an energy transaction describing the source, sink, path, transmission contracts to be used, Capacity profiles and parties to the transaction.

Existing Transmission Commitments (ETC): Committed uses of the NL Transmission System when determining ATC.

Facilities Study: A study conducted by the NLSO to determine the required modifications to the NL Transmission Study Area, if any, including the cost and estimated completion date for such modifications that will be required to provide the requested Transmission Service.

Facilities Study Agreement: An agreement, in the form available on the NLSO OASIS, for conducting a Facilities Study which the NLSO shall tender to the Eligible Customer pursuant to which the Eligible Customer shall agree to reimburse the NLSO for the costs of performing the required Facilities Study.

Financial Assurance: Collateral in the form of a letter of credit, guarantee agreement, or other security reasonably acceptable to the NLSO.

Firm Point-to-Point Transmission Service: Point-to-Point Transmission Service between a specific Point of Receipt and Point of Delivery that is reserved and/or scheduled on a firm basis.

Firm Point-to-Point Transmission Service Customer: An Eligible Customer which has executed a Long-Term or Short-Term Firm Point-to-Point Transmission Service Agreement.

GAAP: Generally accepted accounting principles as defined by the Canadian Institute of Chartered Accountants or its successors, as amended or replaced by international financial reporting standards or as otherwise amended from time to time.

Good Utility Practice: Those practices, methods or acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in North America) that at a particular time, in the exercise of reasonable judgment, would have been expected to accomplish the desired result in a manner consistent with regulations, Reliability, safety, environmental protection, economy and expedition as applied and practiced in the utility industry with respect to power generation, delivery, purchase and sale. Good Utility Practice is not intended to be the optimum practice, method or act to the exclusion of others, but rather to be acceptable practices, methods, or acts generally accepted in such electric utility industry. Good Utility Practice shall not be determined after the fact in light of the results achieved by the practices, methods or acts undertaken but rather shall be determined based upon the consistency of the practices, methods, or acts when undertaken with the standard set forth in the first two sentences of this definition at such time.

Guarantor: The parent company or an affiliated company of a Transmission Customer, accepted by the NLSO, that provides Financial Assurance on behalf of the Transmission Customer.

Interconnection Study: Any of the following studies: the System Impact Study, and the Facilities Study.

Interrupt or Interruption: A reduction in Non-Firm Point-to-Point Transmission Service due to economic reasons as further described in Section 12.7.

Island Interconnected System: The bulk energy transmission system on the island portion of NL operating at a voltage level of 230 kV or higher but, for greater certainty, excluding any part of the Labrador-Island Link or the high voltage direct current portion of the Maritime Link transmission line owned by NSP Maritime Link Incorporated.

Labrador-Island Link (LIL): The transmission facilities to be constructed and operated to transmit Energy and Capacity between central Labrador and Soldiers Pond, NL.

Labrador Transmission Assets (LTA): The transmission facilities to be constructed and operated to transmit Energy and Capacity between the Muskrat Falls generating facility and the generating plant located at Churchill Falls, NL.

Load: An end-use device or customer that receives power from the electric system.

Load Ratio Share: The ratio of a Transmission Customer's Network Load to the NLSO's total load.

Load Shedding: The systematic reduction of system demand by temporarily decreasing Load in response to transmission system or area capacity shortages, system instability, or voltage control considerations.

Long-Term Firm Point-to-Point Transmission Service: Firm Point-to-Point Transmission Service with a term of one year or more.

Maritime Link (ML): The transmission facilities to be constructed and operated to transmit Energy and Capacity between NL and Nova Scotia and interconnecting with the NL Transmission System at Bottom Brook, NL.

Material Modification: Those modifications that have a material impact on the cost or timing of any request for Transmission Service with a later queue priority date.

Multi-Party Pooling Agreement (MPPA): The agreement, first executed on April 13, 2015, which provides for the pooling of certain bulk transmission facilities within NL under the operational control of the NLSO for the purposes of providing open access and non-discriminatory Transmission Service.

MW: Megawatt(s).

MWh: MW hours.

Native Load Customers: The wholesale and retail power customers on whose behalf an Entity, by statute, franchise, regulatory requirement, or contract, has undertaken an obligation to plan, construct, and operate its system to provide for the Reliable delivery of Energy and Ancillary Services.

Network Customer: An Entity which has executed a Network Integration Transmission Service Agreement.

Network Integration Transmission Service: Service over the NL Transmission System that allows for integrated and economic dispatch of Energy and Capacity from a Network Customer's designated Network Resources to meet such Network Customer's designated Network Load.

Network Load: The total aggregate Load designated and served by the Network Customer for which Network Integration Transmission Service is requested.

Network Resource: A generating resource that has been designated by a Network Customer to serve Network Load.

Newfoundland and Labrador System Operator (NLSO): The Entity responsible for the safe and Reliable operation of the NL Transmission System in NL, including the administration and provision of Transmission Service pursuant to the Multi-Party Pooling Agreement.

NL: The Province of Newfoundland and Labrador.

NL Control Area: The combined facilities comprising the NL Transmission System.

NLH: Newfoundland and Labrador Hydro, a corporation continued pursuant to the *Hydro Corporations Act, 2007, S.N.L. 2007, c. H-17*, and includes its successors and permitted assigns.

NL Native Load: Those entities, including both retail and wholesale customers, on whose behalf NLH, by statute, franchise or contract, has undertaken the obligation to plan, construct, and operate its system to provide Reliable delivery of Energy and Ancillary Services.

NL Point: A scheduling point representing the pool of resources and Load within the NL Transmission System that may be used as a Point of Receipt for Point-to-Point Transmission Service out of the NL Transmission System and/or a Point of Delivery for Point-to-Point Transmission Service into the NL Transmission System.

NL Reliability Standards: The criteria, standards and requirements relating to the Reliability of the NL Transmission System which have been adopted.

NLSO OASIS: The Open Access Same-Time Information System maintained by the NLSO.

NL Sub-Transmission System: Those transmission facilities located in NL, operating at a voltage level of 46 kV and above, but below 230 kV.

NL Transmission Planning Process: The process for planning for the Reliable operation of the NL Transmission System and NL Sub-Transmission System as further described in Section 17.0.

NL Transmission Study Area: All transmission facilities located in NL, operating at a voltage level of 46 kV and above.

NL Transmission System: The transmission facilities located in NL, operating at a voltage level of 230 kV or higher, including, without limitation, the Labrador-Island Link, the Labrador Transmission Assets and Island Interconnected System, but excluding the high voltage direct

current portion of the Maritime Link transmission line owned by NSP Maritime Link Incorporated.

Non-Firm Point-to-Point Transmission Service: Point-to-Point Transmission Service that is reserved and/or scheduled on an as-available basis for periods ranging from one hour to one month, and is subject to Curtailment or Interruption.

Open Access Same-Time Information System (OASIS): The real time information sharing system used to communicate with Transmission Customers, provide transmission system information, process requests for Transmission Service and post certain Code of Conduct requirements.

Operating Reserve: That capability above firm system demand required to provide for regulation, Load forecasting error, equipment forced and scheduled outages and local area protection.

Planned Maintenance Period: A period of planned total or partial outage of a transmission facility that is necessary for the inspection, testing, repair, maintenance, overhaul, or modification of a component of the NL Transmission System.

Point(s) of Delivery: Point(s) on the NL Transmission System where Capacity and Energy transmitted by the NLSO will be made available to the Receiving Party. Point(s) of Delivery shall be specified in the Transmission Service Agreements.

Point(s) of Receipt: Point(s) of interconnection on the NL Transmission System where Capacity and Energy will be made available to the NLSO by the Delivering Party. Point(s) of Receipt shall be specified in the Transmission Service Agreements.

Point-to-Point Transmission Service: The reservation and transmission of Capacity and Energy on a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under the terms specified in the applicable Transmission Service Agreement.

PUB: The Board of Commissioners of Public Utilities established pursuant to the Public Utilities Act (NL), or any successor performing substantially the same functions.

Queue Position: The order of a Completed Application for Transmission Service relative to other pending Completed Applications for Transmission Service that is initially established based upon the date and time of receipt of the Completed Application by the NLSO.

Rate Year: The calendar year period January 1 through December 31.

Receiving Party: The Entity receiving the Capacity and Energy to be transmitted by the NLSO to the Point(s) of Delivery.

Reliable or Reliability: The degree of performance of the electric power system that results in Energy being delivered within applicable NL Reliability Standards and in the amount desired, taking into consideration (i) the adequacy of the system with respect to the ability of the electric system to reliably and safely meet electric demand and supply Energy at all times, taking into account planned and unplanned outages of system elements and (ii) the security of the system with respect to the ability of the electric system to withstand disturbances such as electric short circuits or unanticipated loss of system elements.

Reserved Capacity: The maximum amount of Capacity and Energy that the NLSO agrees to transmit for the Transmission Customer over the NL Transmission System between the Point(s) of Receipt and the Point(s) of Delivery. Reserved Capacity shall be expressed in terms of whole MWs on a sixty (60) minute interval (commencing on the clock hour) basis.

Safety Event: An event which causes the NLSO to suspend the provision of Transmission Service for the purpose of safeguarding life or property in accordance with Good Utility Practice.

Service Commencement Date: The date upon which the Transmission Customer begins receiving Transmission Service from the NLSO pursuant to the terms of an executed Transmission Service Agreement.

Short-Term Firm Point-to-Point Transmission Service: Firm Point-to-Point Transmission Service with a term that is at least equal to one (1) day while having a term that is less than one year.

System Conditions: A specified condition on the NL Transmission System, or on a neighbouring system, such as a constrained element or flowgate, that may trigger Curtailment of Transmission Service using the Curtailment priority pursuant to Section 12.2.

System Impact Study: An assessment by the NLSO regarding: (i) the adequacy of the NL Transmission System to accommodate a request for Firm Point-to-Point Transmission Service, or Network Integration Transmission Service; and (ii) whether any additional costs may be incurred to provide Transmission Service.

System Impact Study Agreement: The form of agreement available on OASIS for conducting the System Impact Study.

Total Credit Limit: The sum of the Unsecured Credit Limit and any Financial Assurance provided.

Total Transfer Capability (TTC): The amount of electric power that can be moved or transferred reliably from one area to another area of an interconnected transmission system by way of all transmission lines (or paths) between those areas under specified System Conditions.

Transmission Customer: Any Entity that executes a Transmission Service Agreement with the NLSO.

Transmission Losses: The total of Energy losses on the NL Transmission System.

Transmission Owner: An Entity that owns transmission facilities which are designated as part of the NL Transmission System pursuant to the MPPA.

Transmission Service: The delivery of Energy and Capacity on a network or point-to-point basis as further provided for under these NL Transmission Policies and Procedures and the applicable Transmission Service Agreement(s).

Transmission Service Agreement: The initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and the NLSO for Transmission Service over the NL Transmission System.

Unsecured Credit Limit: The amount of credit, if any, the NLSO will allow the Transmission Customer without the necessity of the Transmission Customer providing Financial Assurance.

3.0 Pre-Application

The NLSO shall designate an employee or office from which a prospective Transmission Customer can obtain information on the application process. The name, telephone number, and email address of the contact shall be posted on the NLSO's OASIS.

Prospective Transmission Customers seeking to obtain information on the NLSO's Transmission Service application process may contact the Manager, Reliability Standards and Commercial Compliance as follows:

Phone: 709-570-5906
E-Mail: transmissionservices@nlh.nl.ca

4.0 Applicant and Eligible Customer Requirements

To qualify for Transmission Service from the NLSO a prospective Transmission Customer shall submit an *Application for Eligible Customer Status*, in the form available on OASIS, and be deemed an Eligible Customer. *Guidelines for Completing an Application for Eligible Customer Status* shall be posted on OASIS. For the purposes of being deemed an Eligible Customer, applicants seeking to receive Point-to-Point Transmission Service or Network Integration Transmission Service shall:

- i. Meet the creditworthiness requirements set forth in Sections 16.1 through 16.3;

- ii. Be in good standing with the NLSO;
- iii. Not be in default of any amounts owed to the NLSO or an individual transmission owner whose transmission facilities are included in the NL Transmission System; and
- iv. Obtain and provide to the NLSO all required legal identifiers necessary for reporting of energy or transmission scheduling transactions (e.g., DUNS number).

5.0 Transmission Service Application

Eligible Customers may submit an Application to the NLSO for Point-to-Point Transmission Service or Network Integration Transmission Service, which will provide a time-stamped record for establishing the priority of the Application. *Guidelines for Completing an Application for Transmission Service* shall be posted on OASIS.

5.1 Application for Firm and Non-Firm Point-to-Point Transmission Service

5.1.1 Application

An applicant may apply for Firm or Non-Firm Point-to-Point Transmission Service through the submission of an *Application for Firm or Non-Firm Point-to-Point Transmission Service*, available on the NLSO OASIS, with the applicable security deposit. Applications for Firm or Non-Firm Point-to-Point Transmission Service shall be submitted to the NLSO at least sixty (60) calendar days in advance of the calendar month in which the requested service is to commence. The NLSO shall notify the applicant of receipt of the Application within five (5) Business Days of receiving the request.

5.1.2 Completed Application

To be considered a Completed Application, the *Application for Firm or Non-Firm Point-to-Point Transmission Service* must include the applicable security deposit pursuant to Section 5.5, as well as provide the following information:

- i. The identity, address, telephone number, facsimile number, and e-mail address of the applicant;
- ii. A statement that the applicant is, or will be upon commencement of service, an Eligible Customer pursuant to Section 4.0;
- iii. A statement that the applicant will comply with the reciprocity requirements of

- Section 19.0 of these NL Transmission Policies and Procedures;
- iv. A statement as to whether the applicant is seeking Firm or Non-Firm Point-to-Point Transmission Service;
 - v. The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Party(ies) and the Receiving Party(ies);
 - vi. The location of the generating facility(ies) supplying the Capacity and Energy and the location of the Load ultimately served by the Capacity and delivered Energy¹;
 - vii. A description of the supply characteristics (i.e. generator type) of the Capacity and Energy to be delivered¹;
 - viii. An estimate of the Capacity (MW) and Energy (MWh) expected to be delivered to the Receiving Party(ies)¹;
 - ix. The amount of transmission Capacity (MW) requested for each Point of Receipt and each Point of Delivery on the NL Transmission System (applicants may combine their requests for service in order to satisfy the minimum transmission Capacity requirement of scheduling on a MW basis);
 - x. The requested date and time for commencement of service and the term of the requested Transmission Service;
 - xi. A statement indicating that the applicant will execute a Transmission Service Agreement (in the form of the applicable agreement posted on the NLSO OASIS) upon receipt of notification that the NLSO can provide the requested Transmission Service; and
 - xii. Any additional information, if requested from the NLSO, for the purposes of incorporating the requested Transmission Service into the NL Transmission Planning Process.

5.2 Application for Network Integration Transmission Service

5.2.1 Application

An applicant may apply for Network Integration Transmission Service through the submission of an *Application for Network Integration Transmission Service* in the form of

¹ The information referenced by this footnote must be included for all Applications for Firm Point-to-Point Transmission Service. When required to properly evaluate System Conditions, the NLSO also may ask a Transmission Customer seeking Non-Firm Point-to-Point Transmission Service to provide the electrical location of the initial source of the Energy to be transmitted pursuant to the Transmission Customer's Application, the electrical location of the ultimate Load, and any other information that would be required for a request for Firm Point-to-Point Transmission Service. The determination of whether any such information is needed to evaluate an Application for Non-Firm Point-to-Point Transmission Service (and, if so, what information) shall be at the sole discretion of the NLSO.

the Application available on the NLSO OASIS, with a security deposit approximating the charge for one month of service. Applications for Network Integration Transmission Service shall be submitted to the NLSO as far as possible in advance of the month in which requested service is to commence and, at a minimum, at least ninety (90) calendar days prior to the requested commencement date. The NLSO shall notify the applicant of receipt of the Application within five (5) Business Days of receipt.

5.2.2 Completed Application

To be considered a Completed Application, the Application for Network Integration Transmission Service must include the applicable security deposit pursuant to Section 5.5, as well as provide the following information:

- i. The identity, address, telephone number, facsimile number, and e-mail address of the party requesting service;
- ii. A statement that the applicant is, or will be upon commencement of service, an Eligible Customer pursuant to Section 4.0;
- iii. A statement that the applicant will comply with the reciprocity requirements of Section 19.0 of these NL Transmission Policies and Procedures;
- iv. A description of the Network Load at each Point of Delivery. This description should separately identify and provide the applicant's best estimate of the total Loads to be served at each transmission voltage level, and the Loads to be served from each NL terminal station at the same transmission voltage level. The description should include a ten (10) year forecast of maximum summer and winter Load and resource requirements beginning with the first year after the service is scheduled to commence;
- v. 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, frequency, and durations of Interruptions, and on the notice requirements for Interruptions. An applicant should identify the amount of interruptible customer Load (if any) included in the ten (10) year Load forecast provided in response to (iv) above;
- vi. A description of Network Resources (current and ten (10) year projection);
- vii. A description of each on-system Network Resource, including:
 - a) Unit size and amount of Capacity (MW) from the unit to be designated as a Network Resource;
 - b) VAR capability (both leading and lagging) of all generators;
 - c) Operating restrictions, if any, including:
 - Any periods of restricted operations throughout the year and the basis

- of such restricted operations;
 - Maintenance schedules;
 - Minimum loading level of unit;
 - Normal operating range of unit;
 - Ramp rate limits; and
 - Any applicable must-run unit designations required for system Reliability or contract reasons;
- d) Approximate variable generating cost (\$/MWh) for each Network Resource;
- e) Arrangements and schedule governing sale and delivery of Energy to third parties from generating facilities located in the NL Control Area, where only a portion of unit output is designated as a Network Resource;
- viii. A description of each off-system Network Resource, including:
 - a) Identification of the Network Resource as an off-system resource;
 - b) Amount of Energy to which the applicant has rights;
 - c) Identification of the Control Area from which the Energy will originate;
 - d) Location of Network Load;
 - e) Transmission arrangements on the external Control Area transmission system(s);
 - f) Operating restrictions, if any, including:
 - Any periods of restricted operations throughout the year and the basis of such restricted operations;
 - Maintenance schedules;
 - Minimum loading level of unit;
 - Normal operating range of unit;
 - Any applicable must-run unit designations required for system Reliability or contract reasons;
 - Ramp rate limits; and
 - Any applicable must-run unit designations required for system Reliability or contract reasons;
 - g) Approximate variable generating cost (\$/MWh) for each Network Resource.
- ix. A description of the applicant's transmission system, if any, including:
 - a) Load flow and stability data, such as maximum capability, real and reactive parts of the Load, lines, transformers, voltage control devices and Load type, including normal and emergency ratings of all transmission equipment in a Load flow format compatible with that used by the NLSO;
 - b) Operating restrictions needed for Reliability;
 - c) Operating guides employed by system operators;
 - d) Contractual restrictions or committed uses of the applicant's transmission system, other than the applicant's Network Loads and Network Resources;
 - e) Location of Network Resources described in subsection (vii) above;
 - f) Ten (10) year projection of system expansions or upgrades;
 - g) Transmission System maps that include any proposed expansions or

- upgrades; and
- h) Thermal ratings of the applicant's Control Area ties with other Control Areas (if any);
- x. Date of the requested commencement of service and the term of the requested Network Integration Transmission Service, which shall be no less than a minimum term of one year;
- xi. A statement signed by an authorized officer from or agent of the applicant attesting that all of the Network Resources listed in the Application satisfy the following conditions: (1) the applicant owns the Network 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; 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 customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program; and
- xii. Any additional information required of the applicant for purposes of incorporating the requested Network Integration Transmission Service into the NL Transmission Planning Process.

5.3 Notice of Deficient Application

The NLSO shall review and confirm whether the Application for Firm or Non-Firm Point-to-Point Transmission Service or Network Integration Transmission Service meets the requirements for a Completed Application, including a determination as to whether the applicant is an Eligible Customer. No later than fifteen (15) Business Days after receipt of the Application, the NLSO shall notify the applicant of any identified deficiencies and request further information to resolve such deficiencies. The NLSO will attempt to remedy minor deficiencies in the Application through informal communications with the applicant. The applicant shall provide the NLSO with the additional requested information needed to constitute a Completed Application within ten (10) Business Days. If such efforts are unsuccessful, the NLSO shall return the Application, along with any deposit, with interest. Upon receipt of a new or revised Application that fully complies with the requirements for a Completed Application, the applicant shall be assigned a new Queue Position consistent with the date of the new or revised Application.

5.4 Response to a Completed Application

Following confirmation that a Completed Application has been received and that the applicant is an Eligible Customer, the NLSO shall make a determination of ATC pursuant to the methodology and procedures set forth in Section 14.1. A description of the NLSO's specific methodology for assessing ATC shall be posted on OASIS. For all Applications requesting Firm Point-to-Point Transmission Service of more than one year and all Applications for Network Integration Transmission Service, the NLSO will perform a System Impact Study. For any Applications requesting Short-Term Firm Point-to-Point Transmission Service, the NLSO may elect to conduct a System Impact Study if it reasonably concludes that sufficient transfer capability may not exist to accommodate the Transmission Service requested. The NLSO shall notify the Eligible Customer as soon as practicable, but not later than forty-five (45) calendar days after the date of receipt of a Completed Application, as to whether (i) it will be able to provide Transmission Service without performing a System Impact Study, or (ii) if such a study is needed to evaluate the impact of the requested Transmission Service. Responses by the NLSO must be made as soon as practicable to all Completed Applications (including Applications by any Affiliates of the NLSO), and the timing of such responses must be made on a non-discriminatory basis.

5.5 Deposit Requirements for Transmission Service Applications

A Completed Application for Firm Point-to-Point Transmission Service shall include a security deposit in the amount of the charge for one month of service or the full charge for Completed Applications requesting service of less than one month. A security deposit is not required for Non-Firm Point-to-Point Transmission Service. A Completed Application for Network Integration Transmission Service shall include a deposit approximating the charge for one month of service.

If an Application is withdrawn by the applicant or rejected by the NLSO, the security deposit shall be returned with interest less any reasonable costs incurred by the NLSO in connection with the review of the Application. Applicable interest shall be computed in accordance with the Canadian Prime Rate less two (2) percent and calculated from the day the deposit is credited to the NLSO's account. The NLSO 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. If a Transmission Service Agreement is executed, the deposit, with interest, will be returned to the Transmission Customer upon expiration or termination of the Transmission Service Agreement.

5.6 Queue Position

The NLSO shall assign a Queue Position to each Completed Application based upon the date- and time- stamp of its submission pursuant to the NLSO's Queue Management Procedures set forth in Section 3.0 of the *Methodology for Completing a System Impact Study*. Except in the instance in which a System Impact Study is determined to be required pursuant to Section 5.4, there are no queue positions assigned to Applications for Short-Term Firm or Non-Firm Point-to-Point Transmission Service. The Queue Position of each Completed Application will be used to determine the order of performing any Interconnection Studies and determination of cost responsibilities for any upgrades or facilities necessary to accommodate the requested Transmission Service. The NLSO shall maintain a single queue and, at the NLSO's option, may study Completed Applications serially or in clusters for the purpose of conducting a System Impact Study.

5.7 Modification or Withdrawal of a Completed Application

If the applicant requests, in writing, a change to its Completed Application, the NLSO shall review whether such request is a Material Modification that substantively changes the Application for Transmission Service in time, amount, scope or location, or otherwise is determined to be likely to introduce a new material Adverse System Impact on NL Transmission Study Area. The Completed Application shall retain its Queue Position if the modifications are not determined to be Material Modifications. A Material Modification of the Completed Application shall be deemed to be a withdrawal of the Completed Application and shall require submission of a new Application for Transmission Service, unless each party is properly notified by the other and a reasonable amount of time to cure the problems created by the change is provided. Further, the Application may be assigned a new Queue Position.

An applicant may withdraw its Application at any time by written notice of such withdrawal to the NLSO. In addition, if the applicant fails to adhere to all requirements of these NL Transmission Policies and Procedures, the NLSO may deem the Application to be withdrawn and provide written notice to the applicant of the deemed withdrawal, including the reasons for such deemed withdrawal. Upon receipt of such notice, the applicant shall have fifteen (15) Business Days to respond with information or actions that cure the deficiency, or to notify the NLSO of its intent to pursue dispute resolution pursuant to Section 24.0. Withdrawal shall result in the loss of the applicant's Queue Position. Upon withdrawal, the NLSO shall retain all deposits previously provided by the applicant with respect to the Application in order to conduct re-studies of lower-queued projects deemed necessary as a result of the withdrawal. The NLSO shall refund any portion of the deposits that exceed the costs the NLSO incurs. The

withdrawn applicant shall pay to the NLSO all costs that exceed the deposits previously provided.

6.0 Scoping Meeting

Within ten (10) Business Days of confirmation that a Completed Application has been received, the NLSO will arrange a scoping meeting at a date agreeable to the Eligible Customer, the purpose of which is to discuss the Application, review existing information relevant to the Application, and determine whether or not a System Impact Study is required. The scoping meeting may be omitted by mutual agreement. Unless the NLSO has determined that System Impact Study may be required pursuant to Section 5.4, scoping meetings are not required for Application's for Short-Term Firm or Non-Firm Transmission Service.

7.0 Study Procedures for Transmission Service Applications

A description of the NLSO's *Methodology for Completing a System Impact Study* shall be posted on OASIS.

7.1 System Impact Study Agreement

If, through the scoping meeting conducted under Section 6.0, the NLSO confirms that a System Impact Study is necessary to accommodate the requested service, the NLSO will tender to the Eligible Customer, within ten (10) Business Days of the scoping meeting, a System Impact Study Agreement that includes an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, as per Section 4.2 of the *Methodology for Completing a System Impact Study*. The System Impact Study Agreement shall provide that the Eligible Customer shall compensate the NLSO for the actual cost of the System Impact Study. In order to remain under consideration for the requested Transmission Service, the Eligible Customer must return the executed System Impact Study Agreement, with the security deposit specified in the System Impact Study Agreement, to the NLSO within thirty (30) Business Days. If the Eligible Customer elects not to execute the System Impact Study Agreement, the Application shall be deemed withdrawn and any security deposit shall be returned with interest.

If, through the scoping meeting conducted under Section 6.0, the NLSO determines that there is no potential for Adverse System Impacts to the NL Transmission Study Area from the requested Transmission Service, the NLSO will tender to the Eligible Customer, within five (5) Business Days

of the scoping meeting, a Transmission Service Agreement pursuant to Section 8.0 and the procedures set forth in Section 6.0 of the *Methodology for Completing a System Impact Study*.

Except as otherwise provided for under Section 5.4, System Impact Studies are not required for Applications for Short-Term Firm or Non-Firm Point-to-Point Transmission Service.

7.2 System Impact Study Methodology

Upon execution of a System Impact Study Agreement, the System Impact Study will be conducted consistent with Section 4.3 of the *Methodology for Completing a System Impact Study*. The System Impact Study will evaluate the impact of the requested Transmission Service on the Reliability of the NL Transmission Study Area that would result without project modifications or electric system modifications, focusing on, but not limited to, the potential for any Adverse System Impacts. A copy of the System Impact Study report shall be made available to the Eligible Customer as soon as the System Impact Study is complete. In order for the Eligible Customer's request to remain a Completed Application, the Eligible Customer must either (i) execute a Transmission Service Agreement; or (2) execute a Facilities Study Agreement. If neither agreement is entered into, the Application shall be deemed terminated and withdrawn, and any security deposit shall be returned with interest.

7.3 Facilities Study Agreement

If upon completion of any required System Impact Study the NLSO determines that modifications or additions to the NL Transmission Study Area are required to provide the requested Transmission Service, then the NLSO will tender to the Eligible Customer, within fifteen (15) Business Days of completion of the System Impact Study, a Facilities Study Agreement that includes an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, as per Section 5.1 of the *Methodology for Completing a System Impact Study*. The Facilities Study Agreement shall provide that the Eligible Customer shall compensate the NLSO for the actual cost of the Facilities Study. In order to remain under consideration for receipt of Transmission Service, the Eligible Customer must return the executed Facilities Study Agreement, with the security deposit specified in the Facilities Agreement, to the NLSO within thirty (30) Business Days. If the Eligible Customer elects not to execute the Facilities Study Agreement, the Application shall be deemed withdrawn and any security deposit shall be returned with interest.

If modifications or additions to the NL Transmission Study Area are not required to provide the requested Transmission Service, the NLSO will tender to the applicant a Transmission Service Agreement for execution pursuant to Section 8.0, and the procedures set forth in Section 6.0 of the *Methodology for Completing a System Impact Study*.

7.4 Facilities Study

Upon execution of the Facilities Study Agreement, the Facilities Study will be conducted consistent with Section 5.2 of the *Methodology for Completing a System Impact Study*. The Facilities Study shall specify and estimate the cost of equipment, engineering, procurement, and construction work needed to implement the conclusions of any System Impact Studies. Design for any required modifications or additions to the NL Transmission Study Area shall be performed under the Facilities Study Agreement. The NLSO may contract with consultants to perform the activities required under the Facilities Study Agreement. Once the Facilities Study is completed, a Facilities Study report shall be prepared and transmitted to the applicant and the NLSO will tender to the applicant a Transmission Service Agreement for execution pursuant to Section 8.0, and the procedures set forth in Section 6.0 of the *Methodology for Completing a System Impact Study*. The Eligible Customer shall have thirty (30) Business Days to execute a Transmission Service Agreement and provide the required letter of credit or other form of security or the request for service will no longer be a Completed Application and shall be deemed terminated and withdrawn, with any security deposit returned with interest.

8.0 Transmission Service Agreements

Upon a determination that the applicant is an Eligible Customer, and that a Completed Application has been received, the NLSO shall offer one of the following Transmission Service Agreements, in the PUB approved form of the Pro Forma Transmission Service Agreements available on OASIS, to the Eligible Customer for execution when all applicable System Impact Studies and Facilities Studies have been completed:

- I. An umbrella Transmission Service Agreement for Non-Firm Point-to-Point Transmission Service;
- II. An umbrella Transmission Service Agreement for Short-Term Firm Point-to-Point Transmission Service (less than one year);

- III. A Transmission Service Agreement for Long-Term Firm Point-to-Point Transmission Service (one year or greater); or
- IV. A Network Integration Transmission Service Agreement.

Where the NLSO determines that a System Impact Study is not required and that the requested service can be provided, the NLSO will tender to the applicant, within five (5) Business Days of the scoping meeting, the applicable Transmission Service Agreement. Where a System Impact Study is required, the NLSO will tender to the applicant, within five (5) Business Days of issuance of the System Impact Study Report, the applicable Transmission Service Agreement unless a Facilities Study is required. Where a Facilities Study is required, the NLSO will tender to the applicant, within five (5) Business Days of issuance of the Facilities Study Report, the applicable Transmission Service Agreement. The Eligible Customer shall execute and return the applicable Transmission Service Agreement within thirty (30) Business Days after such agreement has been tendered by the NLSO. Upon execution and return of the Transmission Service Agreement, the Eligible Customer becomes a Transmission Customer and may reserve and schedule Transmission Service pursuant to Section 11.0. Failure of an Eligible Customer to execute and return the Transmission Service Agreement within the required time frame will result in the Application being deemed withdrawn and terminated, and any deposit previously submitted by the applicant shall be refunded with interest less expenses.

9.0 Extensions for Commencement of Firm Point-to-Point Transmission Service

Prior to the Service Commencement Date, a Transmission Customer may obtain, subject to availability, up to five (5) one-year extensions for the commencement of Firm Point-to-Point Transmission Service. The Transmission Customer may postpone service by paying a non-refundable annual reservation fee equal to one-month's charge for Firm Point-to-Point Transmission Service for each year or fraction thereof within fifteen (15) Business Days of notifying the NLSO of its intention to extend commencement of service. If during any extension for the commencement of service an Eligible Customer submits a Completed Application for Firm Point-to-Point Transmission Service or Network Integration 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 within thirty (30) calendar days, the original Transmission Customer agrees to pay the applicable 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.

10.0 Operational Procedures

10.1 Network Resource Availability Information

For any Network Resources or generation resources which are under the control of a Transmission Customer and available for dispatch by the NLSO, the Transmission Customer (or its Designated Agent) shall be responsible for promptly informing the NLSO of any operational conditions which adversely affect the ability of such resource to produce and deliver Energy consistent with the normal and operating ratings for such resource, including:

- i. Forced or unforced outages of the resource;
- ii. Initiation of maintenance which requires restricted operation of the resource;
- iii. Changes in the minimum loading level of the resource;
- iv. Changes in the normal operating range of the unit;
- v. Changes in the ramp rate limits of the unit; or
- vi. Any other condition which is reasonably expected, consistent with Good Utility Practice, to adversely affect the availability of such resource to produce and deliver Energy in response to a dispatch instruction from the NLSO.

10.2 NL Point

For purposes of the efficient dispatch of generating units for the Reliable operation of the NL Control Area to meet NL Native Load and other accepted Transmission Service schedules, the NLSO shall maintain and utilize a centralized scheduling point (NL Point) which may be used by a Transmission Customer as either a Point of Receipt or Point of Delivery for use in the reservation of Point-to-Point Transmission Service.

11.0 Transmission Service Reservations and Schedules

Requests to reserve Point-to-Point Transmission Service must be submitted on OASIS. The reservation priorities for Transmission Service over the NL Transmission System are as follows:

- i. Existing Transmission Customers (with a term of agreement of one year or more), have the right to continue to take Transmission Service from the NLSO when the Transmission Service Agreement expires, rolls over or is renewed;

- ii. Firm Point-to-Point Transmission Service shall have equal reservation priority with Network Integration Transmission Service;
- iii. Firm Point-to-Point Transmission Service and Network Integration Transmission Service shall have a reservation priority over Non-Firm Point-to-Point Transmission Service;
- iv. Long-Term Firm Point-to-Point Transmission Service shall be available on a first-come, first-served basis. The priority assigned to a request for Short-Term Firm Point-to-Point Transmission Service shall be given to the requested service (e.g., monthly, weekly, daily) with the longest duration. An existing Transmission Customer holding a reservation for Short-Term Firm Point-to-Point Transmission Service shall have the right of first refusal to match any longer term request before being pre-empted. A longer term competing request for Short-term Firm Point-to-Point Transmission Service will be granted if the existing Transmission Customer does not agree to match the competing request within 24 hours (or earlier if necessary to comply with scheduling deadlines) for Short-Term Firm Point-to-Point Transmission Service after notification by the NLSO. Among reservations with the same duration priority will be given to the reservation by the date and time of the reservation;
- v. Network Integration Transmission Service from secondary resources other than designated Network Resources will have a higher priority than any Non-Firm Point-to-Point Transmission Service;
- vi. Non-Firm Point-to-Point Transmission Service shall be available from ATC, as posted by the NLSO on the NLSO OASIS, in excess of that scheduled by Transmission Customers holding reservations for Firm Point-to-Point Transmission Service, or Network Integration Transmission Service. Except as noted in vii, the priority assigned to a request for Non-Firm Point-to-Point Transmission Service shall be given to the requested service (e.g., monthly, daily, hourly) with the longest duration. An existing Transmission Customer holding a reservation for Non-Firm Point-to-Point Transmission Service shall have the right of first refusal to match any longer term request before being pre-empted. A longer term competing request for Non-Firm Point-to-Point Transmission Service will be granted if the existing Transmission Customer does not agree to match the competing request: (a) immediately for hourly Non-Firm Point-to-Point Transmission Service after notification by Transmission Provider; and (b) within 24 hours (or earlier if necessary to comply with scheduling deadlines) for Non-Firm Point-to-Point Transmission Service other than hourly transactions after notification by the NLSO. Among reservations with the same duration priority will be given to the reservation by the date and time of the reservation; and
- vii. Non-Firm Point-to-Point Transmission Service over secondary point(s) of receipt and point(s) of delivery will have the lowest reservation priority, without regard to the duration of such reservation.

All schedules to deliver Capacity and Energy shall be in accordance with the North American Electric Reliability Corporation (NERC) and North American Energy Standards Board (NAESB) electronic tagging (e-Tag) requirements.

Hour-to-hour schedules of any Capacity and Energy that is to be delivered must be stated in increments of 1 MW per hour. Transmission Customers with multiple requests to reserve Point-to-Point Transmission Service at a Point of Receipt, each of which is under 1 MW per hour, may consolidate their requests for Transmission Service at a common Point of Receipt into units of 1 MW per hour for scheduling and billing purposes.

An agent to the Transmission Customer that has been designated and approved by the NLSO to exercise third-party scheduling rights shall have the right to submit requests for the scheduling of Point-to-Point Transmission Service.

11.1 Reservation of Point-to-Point Transmission Service

Requests to reserve Point-to-Point Transmission Service shall be submitted on OASIS as follows:

- i. For monthly service, no earlier than sixty (60) calendar days before service is to commence;
- ii. For weekly service, no earlier than fourteen (14) calendar days before service is to commence;
- iii. For daily service, no earlier than two (2) calendar days before service is to commence; and
- iv. For hourly service, no earlier than 1200 APT the day before service is to commence.

ATC for the NL Transmission System as posted on the NLSO OASIS is appropriate for use when requesting a reservation for Point-to-Point Transmission Service.

Following receipt of a request for reservation for Point-to-Point Transmission Service, the NLSO will confirm the ATC and inform the Transmission Customer as to the status of its reservation request as soon as reasonably practicable and no later than two hours prior to the scheduling confirmation deadlines set forth in Section 11.2.

Transmission Customers are required to make any reservations for related Transmission Service they will require in external Control Areas.

11.2 Scheduling of Point-to-Point Transmission Service

Schedules for Firm Point-to-Point Transmission Service must be submitted to the NLSO no later than 1100 APT of the day prior to commencement of such service. Schedules for Non-Firm Point-to-Point Transmission Service must be submitted to the NLSO no later than 1400 APT of the day prior to commencement of such service. Following receipt of the requested schedule for Point-to-Point Transmission Service, the NLSO will confirm the ATC as soon as reasonably practicable but not later than the following time periods for the following terms of service:

- i. For monthly service: two (2) calendar days;
- ii. For weekly service: four (4) hours;
- iii. For daily service: thirty (30) minutes; and
- iv. For hourly service: thirty (30) minutes.

Scheduling changes will be permitted up to thirty (30) minutes before the start of the next scheduling hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. For wheel-in, wheel-out and wheel-through schedules, the NLSO will furnish to the appropriate external Control Area operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the Capacity and Energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the NLSO, and the NLSO shall have the right to adjust accordingly the schedule for Capacity and Energy to be received and to be delivered.

As specified in Section 12.7, Non-Firm Point-to-Point Transmission Service is subject to Interruption in specified circumstances, even where that service has already been scheduled.

11.3 Network Integration Transmission Service

No later than thirty (30) calendar days prior to commencement of Network Integration Transmission Service and thereafter, on an annual basis, the Network Customer shall:

- (a) Confirm the designation of all Network Loads and Network Resources to be integrated into the provision of Network Integration Transmission Service;
- (b) Provide its best estimate of the total Loads to be served, and the Loads to be served from each NL terminal station; and
- (c) Submit an annual forecast of the maximum summer and winter Load and resource requirements.

No later than 1100 APT of the day prior to real-time dispatch, the Network Customer shall provide any necessary day-ahead and real-time Load information for purposes of the appropriate dispatch of Energy and Ancillary Services necessary to meet Network Load.

12.0 Curtailment, Redispatch, Interruptions, Suspension for Reliability and Load Shedding

12.1 Curtailment Procedures

The NLSO shall implement Curtailment of Transmission Service where necessary to respond to contingencies within the NL Control Area and on systems directly and indirectly interconnected with NL Transmission System. Where required, Curtailments will be made on the basis of priority set forth in Section 12.2.

The NLSO will ensure that the Transmission Customers are provided with advance notice of any Curtailment, where such notice can be provided consistent with Good Utility Practice and these NL Transmission Policies and Procedures. The NLSO shall only institute Curtailment procedures when the NLSO determines that a system contingency exists, as further addressed in Sections 12.2 and 12.4 and such procedures are necessary to alleviate such contingency.

12.2 Curtailment Priorities

The NLSO reserves the right to Curtail, in whole or in part, Transmission Service provided when an emergency or other unforeseen condition threatens to impair or degrade the Reliability of the NL Control Area or the neighbouring Control Areas directly interconnected with the NL Transmission System. To the extent that Transmission Service is curtailed, the NLSO will not apply any credit to a Transmission Customer's bill for charges otherwise applied.

NL Transmission System Conditions: In the event that a Curtailment of Transmission Service over the NL Transmission System is required for conditions occurring within the NL Control Area, such Curtailment shall be carried out in the following priority, up to the level required to effectively relieve the identified constraint:

- i. First, Curtailment of any Non-Firm Point-to-Point Transmission Service reservation on the basis of duration of the reservation (e.g., hourly non-firm transactions will be curtailed before daily non-firm transactions and daily non-firm transactions will be curtailed before weekly non-firm transactions) and, as between Transmission

Customers holding the same duration of Non-Firm Point-to-Point Transmission Service reservations, on a pro rata, non-discriminatory basis; and

- ii. Thereafter, if required, Curtailment will be made on a pro rata, non-discriminatory basis to the Network Integration Transmission Service and Firm Point-to-Point Transmission Service transaction(s) that most effectively relieve the constraint, consistent with the NL Reliability Standards.

External Control Area Conditions: In the event that the NLSO is notified of an emergency or other unforeseen condition that exists in a neighbouring Control Area that requires Curtailment of deliveries over the NL Transmission System, schedules for Transmission Service over the NL Transmission System shall be curtailed consistent with the Curtailment of deliveries required by the applicable external Control Area operator.

12.3 Failure to Respond to Curtailment Instructions

When the NLSO determines that an electrical emergency exists requiring the Curtailment of Transmission Service pursuant to Sections 12.1 and 12.2, the Transmission Customer shall make the required reductions upon request of the NLSO. However, the NLSO reserves the right to Curtail, in whole or in part, any scheduled Transmission Service when, in the NLSO's sole discretion, an emergency or other unforeseen condition impairs or degrades the Reliability of the NL Control Area. The NLSO will notify all affected Transmission Customers in a timely manner of any scheduled Curtailments. In the event a Transmission Customer fails to implement a Curtailment within ten (10) minutes as required by the NLSO, the Transmission Customer shall pay, in addition to any other charges for service, a charge equal to two (2) times the amount of Transmission Service which the Transmission Customer fails to Curtail multiplied by the maximum charge applicable to the Transmission Customer's Transmission Service for the lesser of the transaction term or one month.

12.4 Curtailment for Maintenance and Avoidance of Endangerment of Persons or Property

The NLSO reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to Curtail Transmission Service without liability on the NLSO's part for the purpose of making necessary adjustments to, changes in, or repairs on lines, terminal stations and facilities that comprise the NL Control Area, and in cases where the continuance of Transmission Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) within the NL Control Area or on any other system(s) directly or indirectly interconnected with the NL Control Area, the NLSO, consistent with Good Utility

Practice, also may Curtail Transmission Service in order to (i) limit the extent or damage of the adverse condition(s) or disturbance(s), (ii) prevent damage to generating or transmission facilities, or (iii) expedite restoration of service. The NLSO will give the Transmission Customer as much advance notice as is practicable in the event of such Curtailment. Any Curtailment of Transmission Service will be not unduly discriminatory relative to the use of the NL Transmission System by Affiliates of the NLSO.

12.5 Redispatch of Resources to Facilitate Firm Deliveries and Network Service

During any period when the NLSO determines that a transmission constraint or other system contingency exists that may impair the Reliability of the NL Control Area, the NLSO will take whatever actions, consistent with Good Utility Practice, that are reasonably necessary to maintain the Reliability of the NL Control Area. To the extent the NLSO determines that the Reliability of the NL Control Area can be maintained by redispatching resources, the NLSO will initiate procedures to redispatch all Network Resources and other available resources on a least-cost basis without regard to the ownership of such resources. Any redispatch under this section may not unduly discriminate between the use of the transmission facilities within the NL Control Area on behalf of Native Load Customers, any other Network Customers or Firm Point-to-Point Transmission Customers.

12.6 Cost Responsibility for Redispatch for Firm Deliveries and Network Service

Whenever the NLSO implements least-cost redispatch procedures pursuant to Section 12.5, all Network Customers and Firm Point-to-Point Transmission Service Customers who continue to receive Transmission Service as a result of redispatch will each bear a proportionate share of the total redispatch cost based on their respective Load Ratio Shares.

12.7 Interruption Priorities

The NLSO reserves the right to Interrupt, in whole or in part, Non-Firm Point-to-Point Transmission Service for economic reasons in order to accommodate: (i) scheduled Firm Point-to-Point Transmission Service, (ii) scheduled Non-Firm Point-to-Point Transmission Service of greater duration, (iii) scheduled Non-Firm Point-to-Point Transmission Service of equal duration with a higher price, (iv) Transmission Service for Network Customers from non-designated resources, or (v) Transmission Service for Firm Point-to-Point Transmission Service during Curtailment periods.

To the extent that scheduled Non-Firm Point-to-Point Transmission Service is interrupted, the NLSO shall apply a credit to the Transmission Customer's bill for charges otherwise applied in such period.

12.8 Suspension for Reliability

The NLSO shall have the right to suspend the provision of Point-to-Point Transmission Service without breaching any Transmission Service Agreement or incurring liability to the Transmission Customer in the event of a Planned Maintenance Period, a Safety Event or where doing so is required by Good Utility Practice, but all such suspensions shall be of a minimum duration and for as limited of a reduction in delivery of Energy as required given the circumstances, and when possible, and when consistent with Good Utility Practice, be arranged for a time least inconvenient to the Transmission Customer, acting reasonably. To the extent that Point-to-Point Transmission Service is suspended for Reliability purposes, the NLSO will not apply any credit to a Transmission Customers bill for charges otherwise applied.

12.9 Load Shedding

The NLSO shall shed Load in the event that a system contingency exists on the NL Transmission System and the NLSO determines that it is necessary to shed Load as soon as possible. Such system contingencies may include:

- i. Inability to restore or maintain proper generation-load balance due to severe shortages of generating capacity;
- ii. Inability to increase frequency by adjusting generation alone to permit synchronizing with other areas; and
- iii. System component overloads which cannot be rectified by other means.

The NLSO shall monitor and adjust system voltages during Load shedding. Manual Load shedding should continue until frequency is stabilized and line and equipment loading is within their facility ratings.

13.0 Ancillary Services

Ancillary Services are needed to support the Reliable transfer and delivery of Energy and Capacity. The NLSO shall provide and the Transmission Customer is required to purchase the

following Ancillary Services: (i) Scheduling, System Control and Dispatch Service; and (ii) Reactive Supply and Voltage Control. Transmission Customer may procure Regulation and Frequency Response Service, Energy Imbalance Service, Operating Reserve-Spinning Reserve Service or Operating Reserve, Supplemental Reserve Service from a Third Party or by self-supply. If procured from a Third Party or by self-supply, Transmission Customer must notify Transmission Provider and demonstrate that the procured Ancillary Services are of equal quality to those that would otherwise be provided by Transmission Provider. Transmission Customer is required to take and pay Transmission Provider for Scheduling, System Control and Dispatch Services and Reactive Supply and Voltage Control at the applicable rates posted on the NLSO OASIS. To the extent not otherwise provided by a Third Party or by self-supply, Transmission Customer shall take and pay Transmission Provider for all other Ancillary Services at the applicable rates posted on the NLSO OASIS.

14.0 Methodology for Assessing ATC and TTC

14.1 Calculation of Total Transfer Capability, Available Transfer Capability and Related Components

The NLSO shall maintain and post on OASIS calculations of the Total Transfer Capability (TTC) and Available Transfer Capability (ATC) of the NL Transmission System. Included as part of such posting, the NLSO will provide at a minimum, the following information:

- i. A detailed description of the specific mathematical algorithm used to calculate firm and non-firm ATC (and Available Flowgate Capability (AFC), if applicable) for its scheduling horizon (same day and real-time), operating horizon (day ahead and pre-schedule) and planning horizon (beyond the operating horizon);
- ii. A process flow diagram that illustrates the various steps through which ATC/AFC is calculated; and
- iii. A detailed explanation of how each of the ATC components is calculated for both the operating and planning horizons;
 - a. For calculation of TTC, the NLSO shall: (i) explain its definition of TTC; (ii) explain its TTC calculation methodology; (iii) list the data used in its TTC assessments; and (iv) explain the assumptions used in its TTC assessments regarding Load levels, generation dispatch, and modeling of planned and contingency outages.
 - b. For the determination of Existing Transmission Commitments (ETC), the NLSO

shall explain: (i) its definition of ETC; (ii) the calculation methodology used to determine the transmission capacity to be set aside for NL Native Load (including Network Load), and any grandfathered service arrangements (including, if applicable, an explanation of assumptions on the selection of generators that are modeled in service); (iii) how Point-to-Point Transmission Service requests are incorporated; (iv) how rollover rights are accounted for; (v) its processes for ensuring that non-firm transmission capability is released properly (e.g., when real-time schedules replace the associated Transmission Service requests in its real-time calculations); and (vi) describe the step-by-step modeling study methodology and criteria for adding or eliminating flowgates (permanent and temporary).

- c. If the NLSO uses an AFC methodology to calculate ATC, it shall: (i) explain its definition of AFC; (ii) explain its AFC calculation methodology; (iii) explain its process for converting AFC into ATC for posting on OASIS; (iv) list the databases used in its AFC assessments; and (v) explain the assumptions used in its AFC assessments regarding Load levels, generation dispatch, and modeling of planned and contingency outages.
- d. For the calculation of Transmission Reliability Margin (TRM), if applicable, the NLSO shall explain: (i) its definition of TRM; (ii) its TRM calculation methodology (e.g., its assumptions on Load forecast errors, forecast errors in system topology or distribution factors and loop flow sources); (iii) the databases used in its TRM assessments; and (iv) the conditions under which the NLSO uses TRM. To the extent that the NLSO does not set aside transfer capability for TRM it will affirmatively state such a determination on OASIS.
- e. For Capacity Benefit Margin (CBM), if applicable, the NLSO shall provide a specific and self-contained narrative explanation of its CBM practice, including: (i) an identification of the Entity who performs the resource adequacy analysis for CBM determination; (ii) the methodology used to perform generation Reliability assessments (e.g., probabilistic or deterministic); (iii) an explanation of whether the assessment method reflects a specific regional practice; (iv) the assumptions used in this assessment; and (v) the basis for the selection of paths on which CBM is set aside.
- f. In addition, for CBM if applicable, the NLSO shall: (i) explain its definition of CBM; (ii) list the databases used in its CBM calculations; and (iii) demonstrate that there is no double-counting of contingency outages when performing CBM, TTC, and TRM calculations.
- g. The NLSO shall explain its procedures for allowing the use of CBM, if applicable, during emergencies (with an explanation of what constitutes an emergency, the entities that are permitted to use CBM during emergencies and the procedures which must be followed by the entities accessing CBM). If the NLSO's practice is

not to set aside transfer capability for CBM, it will affirmatively state such a determination on OASIS.

15.0 Calculation of Transmission Losses

In order to determine the amount of Energy to be delivered by the NLSO to the Point of Delivery, a transmission loss factor will be applied, in accordance with Section 15, to the Transmission Customer's hourly Energy that is scheduled to be provided at the Point of Receipt. The transmission loss factor to be applied will be determined each month as described in this section.

15.1 Application of the Transmission Loss Factor

The Transmission Losses for service over the NL Transmission System applicable to each Transmission Customer's Energy that is scheduled to be transferred from the Point of Receipt to the Point of Delivery will be calculated as follows:

Capacity available at the Point of Delivery = Capacity reserved at the Point of Receipt x (1-LSF) measured in MW

Where: LSF = Transmission Loss Factor.

15.2 Transmission Loss Factor Calculation

The transmission loss factor to be applied in each month shall be the ratio of the total Transmission Losses on the NL Transmission System during the reference period to the total energy received into the NL Transmission System at all Points of Receipt during the reference period. The total Transmission Losses on the NL Transmission System shall be measured by the difference between the sum of metered Energy received at all Points of Receipt and the sum of metered Energy delivered to all Points of Delivery. Except for the initial year after commercial operation of the NL Transmission System as set forth in paragraph (ii) below, the reference period shall be the 12-month period ending immediately prior to the calendar month preceding the given month.

The transmission loss factor to be applied to the Transmission Customers' Energy that is scheduled at the Point of Receipt in each hour of the month will, subject to paragraph (ii) below, be calculated as the difference between the sum of all actual metered Energy received at the

meters at the Points of Receipt less the sum of the actual metered Energy delivered to all the Points of Delivery during the reference period, as follows:

- i. The transmission loss factor shall be the ratio of the NL Transmission System Transmission Losses during the reference period to the Energy metered on the NL Transmission System at the Point of Receipt during the reference period; and
- ii. During the first thirteen (13) months of delivery of the Energy after commercial operation of the NL Transmission System, the transmission loss factor shall be based upon the methodology described in paragraph (i), provided that instead of using actual Energy amounts in the performance of the relevant calculations, the calculations will use forecasts of Energy quantities associated with all Transmission Service Agreements in respect of the NL Transmission System.

15.3 Transmission Losses Determination

The NL Transmission System losses are all metered Energy losses, being the difference between all metered Energy received at the Point of Receipt and all metered Energy delivered to the Point of Delivery.

15.4 Testing and Adjustments

The NLSO shall test the NL Control Area on a monthly basis to confirm the Transmission Loss Factor based on the most recent twelve (12) month average Transmission Loss Factor. Following each test, the Transmission Loss Factor shall be adjusted to the tested level and applied during the following month. There shall be no retroactive adjustments.

15.5 Metering

There shall be metering at each of the following locations so as to accurately determine the Transmission Losses:

- i. Point of Receipt; and
- ii. Point of Delivery.

The NLSO will assign each Point of Delivery and Point of Receipt within the NL Transmission System a unique identifier, meter location and meter number, where applicable. There will be

appropriate adjustments made for Points of Delivery that are not directly metered. The meters will be read at least monthly.

16.0 Credit Requirements

Transmission Customers must meet the creditworthiness requirements set out below and as further detailed in the NLSO's *Creditworthiness Procedures* posted on the NLSO OASIS.

16.1 Creditworthiness Ratings & Financial Assurance

To be eligible for an Unsecured Credit Limit, a Transmission Customer, or its Guarantor, must have received a credit rating, acceptable to the NLSO, for its outstanding long-term senior and unsecured debt by one, or more, of Standard & Poor's (S&P), Moody's Investment Services (Moody's), and Dominion Bond Rating Service Ltd. (DBRS). A Transmission Customer that does not hold a credit rating acceptable to the NLSO from either S&P, Moody's, or DBRS, who is not rated by any of those three rating agencies, or who requires credit greater than the amount of the Unsecured Credit Limit will be required to provide Financial Assurance in a form acceptable to the NLSO, or may pay in advance the total charge for the Transmission Service requested. The sum of the Unsecured Credit Limit and Financial Assurance is equal to the Transmission Customer's Total Credit Limit.

16.2 Changes in Creditworthiness Ratings or Financial Assurance

The NLSO will periodically review the credit status of all Transmission Customers and may modify the Unsecured Credit Limit or amount of Financial Assurance required (higher or lower) for such Transmission Customers to the extent that company circumstances or service changes occur. In the event that a Transmission Customer's credit rating is downgraded by S&P, Moody's or DBRS, the Transmission Customer's Unsecured Credit Limit shall be immediately reduced and additional Financial Assurance must be provided by the Transmission Customer in an amount, as calculated by the NLSO, sufficient to remedy any credit deficiency that resulted from the review.

16.3 Notice of Change in Creditworthiness Ratings or Financial Assurance

The NLSO will immediately notify the Transmission Customer of any modifications to its Unsecured Credit Limit or required Financial Assurance. The NLSO will provide the Transmission

Customer a written explanation for any change in credit status, including an opportunity to cure any credit deficiencies within a specified time period. In order to further assess creditworthiness or Financial Assurance requirements, the NLSO may also request additional financial information. If a Transmission Customer fails to maintain its creditworthiness or acceptable Financial Assurance, the NLSO may suspend transmission service thirty (30) calendar days after written notice to the Transmission Customer that the service will be suspended. A Transmission Customer may request, in writing, reconsideration of the NLSO's determination of creditworthiness or Financial Assurance requirement, if it disagrees with the NLSO's determination.

17.0 Transmission Planning

17.1 Transmission Planning Program

The NLSO shall establish and post on OASIS a coordinated, open and transparent planning process in consultation with its Network Customers and Firm Point-to-Point Transmission Service Transmission Customers and other interested parties, including the coordination of such planning with interconnected Control Areas, to ensure that the NL Transmission System and NL Sub-Transmission System are planned to meet the needs of both the NLSO and its Network Customers and Firm Point-to-Point Transmission Service Transmission Customers on a comparable and non-discriminatory basis.

The NL Transmission Planning Process will include measures to ensure coordination of interested parties; openness and transparency in the development of transmission plans, and availability of information and data inputs into the plan. Among the elements of the transmission plan will be:

- i. The process for consulting with Transmission Customers and neighbouring Control Areas;
- ii. The notice procedures and anticipated frequency of meetings;
- iii. The methodology, criteria, and processes used to develop transmission plans;
- iv. The method of disclosure of criteria, assumptions and data underlying transmission system plans;
- v. The obligations of and methods for Transmission Customers to submit data to the NLSO; and
- vi. Cost allocation principles and a process for determination of appropriate cost allocation for selected projects, including as necessary, dispute resolution

procedures regarding the selection of projects or allocation of project costs between classes of customers.

18.0 Billing & Payment

18.1 Billing Procedures

No later than the 5th Business Day of each month, the NLSO shall submit an invoice to the Transmission Customer for any required charges during the preceding month. The invoice shall be paid by the Transmission Customer within twenty (20) calendar days of receipt. All payments shall be made in immediately available funds payable to the NLSO, or by wire transfer to a bank named by the NLSO.

18.2 Disputing Invoices

A Transmission Customer must submit a written notice of a dispute over an invoiced amount within thirty (30) calendar days of receiving the invoice from the NLSO. The invoiced amount must be paid in full during dispute, which shall be resolved according to Dispute Resolution procedures set forth in Section 24.0.

18.3 Interest on Unpaid Balances

Interest on any unpaid amounts (including amounts placed in escrow) shall bear interest at the Canadian Prime Rate plus three (3) percent per annum, from the required date of invoice payment set forth in Section 18.1 to the date of payment. When payments are made by mail, invoices shall be considered as having been paid on the date of receipt by the NLSO.

18.4 Customer Default

In the event the Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to the NLSO on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the NLSO notifies the Transmission Customer to cure such failure, a default by the Transmission Customer

shall be deemed to exist. Upon the occurrence of a default, the NLSO may provide notice to the Transmission Customer of its intention to suspend service in thirty (30) calendar days.

18.5 Payment During Billing Dispute and Suspension of Service

In the event of a billing dispute between the NLSO and the Transmission Customer, the NLSO will continue to provide Transmission Service under the applicable Transmission Service Agreement pending resolution of the billing dispute as long as the Transmission Customer (i) continues to make all payments not in dispute and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. All costs incurred in setting up and maintaining the escrow account are the responsibility of the Transmission Customer. If the Transmission Customer fails to meet these two requirements for continuation of service, then the NLSO may provide notice to the Transmission Customer of its intention to suspend service in thirty (30) calendar days.

19.0 Reciprocity Obligations

As a condition to receiving Transmission Service from the NLSO, the Transmission Customer agrees to provide to the NLSO and its Affiliates comparable Transmission Service on similar terms and conditions over facilities used for the transmission of energy in inter-provincial commerce which are owned, controlled or operated by Transmission Customer or Transmission Customer's Affiliates. This reciprocity requirement applies not only to Transmission Customer's receipt of Transmission Service over the NL Transmission System, but also to all parties to a transaction that involves the use of Transmission Service over the NL Transmission System, including a power seller, buyer and any intermediary, such as a power marketer.

20.0 Standards of Conduct

20.1 Code of Conduct

The NLSO shall maintain and post on OASIS a Code of Conduct for the independent functions of employees engaged in the operation of the NL Transmission System, including employees of the NLSO and the NL Transmission Owners, and the protection of confidential, non-public transmission information.

21.0 Confidential Information Policy

21.1 Confidentiality

The NLSO shall treat information provided by any applicant, Eligible Customer or Transmission Customer as confidential, at the request of the applicant, Eligible Customer, or Transmission Customer, except to the extent that disclosure of such information is required pursuant to Applicable Law, by regulatory or judicial order, for Reliability purposes pursuant to Good Utility Practice, or pursuant to any applicable inter-control area transmission information sharing agreements. The NLSO also shall treat all information provided as part of the Application consistent with the Code of Conduct posted on the NLSO OASIS.

22.0 Discretionary Actions

22.1 Discounts

Subject to prior written approval by the PUB, the NLSO may offer non-discriminatory discounts for Point-to-Point Transmission Service as follows:

- i. Any offer of a discount made by the NLSO shall be announced to all Transmission Customers by posting on OASIS;
- ii. Any Transmission Customer initiated requests for discounts must occur by posting on OASIS, and
- iii. Once a discount is approved, details shall be immediately posted on OASIS.

For any discount approved for service on a transmission path, from Point(s) of Receipt to Point(s) of Delivery, the NLSO shall offer the same discounted Transmission Service rate for the same time period to all Transmission Customers on all unconstrained transmission paths that go to the same Point(s) of Delivery on the NL Transmission System.

The rates and rules governing charges for Point-to-Point Transmission Service as well as discounts posted thereto as provided above shall not apply to resale or assignment of Point-to-Point Transmission Service, the pricing of which shall be determined by the parties to such resales or assignment.

22.2 Waivers

Subject to prior written approval by the PUB, the NLSO may grant a waiver of any provision of a Transmission Service Agreement or these NL Transmission Policies and Procedures.

23.0 Process for Development of Annual Rates

The provisions, below, reflect proposed policies and procedures guiding the development of applicable rates for service over the NL Transmission System. Pursuant to OIC 2017-380, rates for the provision of Transmission Service and Ancillary Services have been filed with the PUB and will remain in effect, as filed, as interim rates subject to refund based on the completion of PUB review. Upon completion of PUB review and pursuant to any orders or directives arising from that review, this Section 23 will be updated accordingly.

The development of rates for Transmission Service in an applicable Rate Year shall occur as follows:

- a. The NLSO's calculation of all applicable rates shall be based upon projected costs, Loads, and other inputs as budgeted for the Rate Year which shall be developed using accounting policies, practices and procedures which are consistent with: (i) GAAP; and (ii) applicable rules of practice and procedure adopted by the PUB with respect to accounting records covering capital investment, balance sheets, revenues, levels of transmission services and Loads, operating expenses and statements of income (hereinafter the "**Fundamental Predicates**"). Changes to the Fundamental Predicates may necessitate pro forma adjustments to the rate development methodology or changes to the input data, which shall be adopted on a *prospective* basis only after such changes are approved by the PUB and notice is provided to all Transmission Customers. The rate development methodology and form of data inputs shall be posted on the NLSO OASIS.

- b. *Posting of Rate Information and Comments*: The NLSO shall calculate and post on the NLSO OASIS and otherwise make available to all Transmission Customers and applicants for Transmission Service any proposed revisions to the rates for Transmission Services for the upcoming Rate Year, as calculated using the rate development methodology. The implementation of such revised rates will be subject to PUB approval. The NLSO shall make available to all Transmission Customers and applicants for Transmission Service all work papers and underlying data, information, and documents, and shall provide notice of any material changes in the NLSO's accounting policies, practices and

- procedures. As soon as practicable but no more than thirty (30) calendar days following the posting of proposed revised rates for the upcoming Rate Year, any Transmission Customer or applicant for Transmission Service may communicate to the NLSO (with reasonable specificity) any questions or concerns related to data inputs and calculation of the applicable rates for Transmission Service. The NLSO shall review and take such actions as deemed necessary in response to any received comments or questions.
- c. *Informational Filing with PUB:* Upon completion of the review and comment process the NLSO shall file with the PUB a report on the review and comment process, including a summary of any questions or concerns raised during such process and any changes made by the NLSO to the proposed revised rates for Transmission Service made in response to such questions or concerns.
 - d. *True-Up Process:* On or before May 1 of the year immediately subsequent to each Rate Year, the NLSO shall make an informational filing with the PUB that calculates actual charges for the Rate Year, based on actual costs, Loads, and other inputs for the Rate Year (hereinafter the “True-Up Filing”). As soon as practicable following the True-Up Filing, Transmission Customers may communicate to the NLSO (with reasonable specificity) any questions or concerns related to data inputs, and calculation of applicable rates for Transmission Services. Transmission Customer challenges to True-Up Filings are limited solely to changes in the Fundamental Predicates that may produce consequences from the application of the rate development methodology subsequent to such change and are not intended to serve as a means of pursuing other revisions to the rate development methodology.

The NLSO and any Transmission Customer challenging the True-Up filing will attempt to resolve any such matters during a review period that shall expire on August 1 (hereinafter “**Informal Review Period**”). During the Informal Review Period, the NLSO and the Transmission Customer will have the opportunity to make reasonable inquiries and requests for data upon each other regarding the True-Up Filing. A good faith effort shall be made to respond to such inquiries and requests within ten (10) Business Days of receipt.

- e. *Assessment of True-Up Charges:* Upon the later of July 1 of the year immediately subsequent to each Rate Year or PUB Resolution of Formal Challenges, the NLSO shall determine a true-up revenue requirement adjustment to reflect the difference between the charges collected from Transmission Customers taking Firm Point-to-Point Transmission Service, and/or Network Integration Transmission Service during the Rate Year, based on projected information and the charges for the Rate Year based on the True-Up Filing.

24.0 Dispute Resolution

Disputes involving the application of these NL Transmission Policies and Procedures, including the evaluation of Applications for Transmission Service, shall be resolved as follows:

- a. To the extent that a dispute is between the NLSO and a Transmission Customer, the dispute resolution procedures of the executed Transmission Service Agreement shall apply.
- b. For any other disputes, the NLSO and disputing party shall:
 - i. First attempt to resolve such dispute through negotiation between senior officers of each party;
 - ii. Where negotiations have extended beyond sixty (60) Business Days and have not resolved the dispute, the parties may agree to initiate non-binding mediation or binding arbitration procedures; and
 - iii. In the event that the parties are unable to resolve the dispute pursuant to the procedures specified in Section (a) or (b), the dispute may be submitted to a court of competent jurisdiction or the PUB, in accordance with Applicable Law.

Nothing in this Section 24, restricts the rights of any party to file a complaint with the PUB on matters which arise under the jurisdiction of the PUB.

25.0 Changes to the NL Transmission Policies and Procedures

The NLSO shall provide written notice to all Transmission Customers and publicly post on the NLSO OASIS notice of any planned change(s) to the NL Transmission Policies and Procedures. The planned change(s) will be provided to all Transmission Customers and posted on the NLSO OASIS no later than ten (10) Business Days in advance of the change being submitted to the PUB for approval. Transmission Customers may provide feedback on the planned change(s), and the NLSO will take into consideration such feedback, during the ten (10) Business Days. All feedback should be directed to the NLSO by email at transmissionservices@nlh.nl.ca. The revised NL Transmission Policies and Procedures will be posted on the NLSO OASIS no later than ten (10) Business Days following receipt of written approval from the PUB. Changes to the NL Transmission Policies and Procedures will be documented in the Administrative Updates and by designation of a revised effective date.