



KEVIN A. MCNAMEE  
t: (205) 226-8732  
f: (205) 488-5653  
e: [mcnamee@balch.com](mailto:mcnamee@balch.com)

October 1, 2012

VIA ELECTRONIC FILING

Ms. Kimberly D. Bose, Secretary  
Mr. Nathaniel J. Davis, Sr., Deputy Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, DC 20426

**Re: *Southern Company Services, Inc.*, Docket No. ER12-\_\_\_\_\_**  
**Amendments to Southern Companies' Open Access Transmission Tariff**

Dear Secretary Bose:

In accordance with Section 205 of the Federal Power Act (“FPA”)<sup>1</sup> and Part 35 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) rules and regulations,<sup>2</sup> Southern Company Services, Inc. (“SCS”), as agent for Alabama Power Company, Georgia Power Company, Gulf Power Company, and Mississippi Power Company (collectively, “Southern Companies”), submits for filing the enclosed revisions to Southern Companies’ Open Access Transmission Tariff (“OATT” or “Tariff”). As discussed in more detail below, these revisions are being submitted to, among other things, (i) include the point-to-point transmission service products offered under Southern Companies’ OATT, (ii) make the OATT consistent with the North American Energy Standards Board (“NAESB”) Wholesale Electric Quadrant (“WEQ”) Standards, and (iii) make minor revisions to the Large Generator Interconnection Procedures (“LGIP”) and Attachment R. The enclosed OATT revisions are being filed in Alabama Power Company’s database<sup>3</sup> entitled:

OATT and Associated Service Agreements, Tariff Volume No. 5, Southern Companies OATT

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<sup>1</sup> 16 U.S.C. § 824d (2006).

<sup>2</sup> 18 C.F.R. Part 35 (2011).

<sup>3</sup> The OATT is in Alabama Power’s database because Alabama Power is the designated filer for Southern Companies’ Tariff and related service agreements, including any amendments thereto. Georgia Power Company, Gulf Power Company and Mississippi Power Company each filed certificates of concurrence providing that they incorporated the Tariff and associated service agreements and all future amendments thereto. Because Georgia Power Company’s, Gulf Power Company’s and Mississippi Power Company’s certificates of concurrence incorporated all service agreements associated with the Tariff, no filing will be made on behalf of those companies.

## I. Background and Description of Filing

This filing includes multiple revisions to the OATT, the need for which arise for different reasons. These revisions are addressed below, by section.

### A. Tariff Section 19.3

Section 19.3 of Southern Companies' Tariff provides:

**System Impact Study Procedures:** Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify (1) any system constraints, identified with specificity by transmission element or flowgate, (2) redispatch options (when requested by an Eligible Customer) including an estimate of the cost of redispatch, (3) conditional curtailment options (when requested by an Eligible Customer) including the number of hours per year and the System Conditions during which conditional curtailment may occur, **and** (4) additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. For customers requesting the study of redispatch options, the System Impact Study shall (1) identify all resources located within the Transmission Provider's Control Area that can significantly contribute toward relieving the system constraint and (2) provide a measurement of each resource's impact on the system constraint. If the Transmission Provider possesses information indicating that any resource outside its Control Area could relieve the constraint, it shall identify each such resource in the System Impact Study. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer as soon as the System Impact Study is complete. The Transmission Provider will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement pursuant to Section 15.3, or the Application shall be deemed terminated and withdrawn. (emphasis added)

Under this provision (and consistent with Order No. 890<sup>4</sup>), in the event the Eligible Customer desires to have Conditional Firm Service evaluated, the Transmission Provider is to study both (i) redispatch options including an estimate of the cost of redispatch and (ii) conditional curtailment options.

However, the Commission noted on rehearing of Order No. 676-E<sup>5</sup> that NAESB's WEQ 001-21.1.3.1 is a refinement of Section 19.3 in that this NAESB Standard clarifies that a customer may choose in its System Impact Study agreement for Conditional Firm Service whether the Transmission Provider should study either (i) the System-Conditions Criteria, or (ii) the Number-of-Hours Criteria or (iii) both.<sup>6</sup> Therefore, in order to make Section 19.3 consistent with the Commission's directives, Southern Companies hereby submit a revised Section 19.3 of the OATT that is consistent with NAESB's WEQ 001-21.1.3.1. A clean version of the revised Section 19.3 is included in Exhibit A and a redlined version is included in Exhibit B to this transmittal letter. Because this revision is consistent with the Commission's directives, provides clarity to customers seeking Conditional Firm Service and notifies them of the option to reduce their potential study costs, it is consistent with or superior to the *pro forma* OATT.

B. Attachment J (LGIP) Section 10.2

Section 10.2 of the LGIP provides:

**Scope of Optional Interconnection Study.** The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify Transmission Provider's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide *transmission service or* Interconnection Service based upon the results of the Optional Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes. Transmission Provider shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study. (emphasis added)

This provision includes a discussion regarding determination of upgrades and costs associated with *transmission delivery service*. The Commission has been clear that while interconnection service is part of transmission service, interconnection service does not include delivery service.<sup>7</sup> Further, the

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<sup>4</sup> Order No. 890, 118 FERC ¶ 61,119 at P 958 (2007).

<sup>5</sup> Standards for Business Practices and Communication Protocols for Public Utilities, 130 FERC ¶ 61,116 (2010) at PP 6-9.

<sup>6</sup> *Id.*

<sup>7</sup> See, e.g., Standardization of Generator Interconnection Agreements and Procedures (Order No. 2003), 104 FERC ¶ 61,103, PP 23-24 (2003).

LGIP includes procedures related to interconnection service only. In addition, this language may require Southern Companies to divert resources to study hypothetical delivery service that is unrelated to the interconnection itself. Therefore, Southern Companies propose to delete the reference to transmission service in this provision.<sup>8</sup> A clean version of the revised Section 10.2 of the LGIP is included in Exhibit A and a redlined version is included in Exhibit B to this transmittal letter. Because this revision is consistent with Commission policy and makes this study agreement consistent with the remainder of the LGIP, it is consistent with or superior to the *pro forma* OATT.

C. Attachment R, Section 1.0

Attachment R of the Tariff sets forth the *pro forma* service agreement for Generator Imbalance Service under Schedule 10 and Section 1.0 thereof currently provides:

This Service Agreement, dated as of \_\_\_\_\_ (“Effective Date”), is entered into by and between Southern Company Services, Inc., as agent for Alabama Power Company, Georgia Power Company, Gulf Power Company and Mississippi Power Company (collectively, “Transmission Provider”), and \_\_\_\_\_, a \_\_\_\_\_ corporation (“Generator Imbalance Service Customer”) (collectively, the “Parties” and individually a “Party”), pursuant to Southern Companies’ Open Access Transmission Tariff, FERC Electric Tariff, Fourth Revised Volume No. 5 (“Tariff”).

Southern Companies propose to delete the term “corporation” in Section 1.0 because this entity description may not apply to every Generator Imbalance Service Customer. In such event (*i.e.*, a GISC is not a “corporation”), the *pro forma* service agreement would need to be modified. Thus, this proposed deletion will give the customer flexibility to insert the appropriate business entity type without requiring the modification of the *pro forma* service agreement. In addition, the reference to Southern Companies’ OATT is inconsistent with how the OATT is referred to in other *pro forma* service agreements (*e.g.*, the firm point-to-point transmission service agreement (Attachment A)) set forth in the Tariff. Further, the name of Southern Companies’ OATT has been changed. Therefore, Southern Companies are proposing to revise Section 1.0 to delete the term “corporation” and to delete the language that is no longer part of the name of Southern Companies’ OATT.

A clean version of the revised Attachment R is included in Exhibit A and a redlined version is included in Exhibit B to this transmittal letter. Because these revisions to Section 1.0 of the *pro forma* Generator Imbalance Service agreement provide flexibility to the customer and will include the correct name of Southern Companies’ OATT, the proposed changes are consistent with or superior to the *pro forma* OATT.

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<sup>8</sup> The Commission has permitted other entities to make this revision. *See, e.g., United States Department of Energy Bonneville Power Association*, 112 FERC ¶ 61,195 (2005).

#### D. New Attachment T

NAESB's WEQ Open Access Same-Time Information Systems ("OASIS") business practice standards WEQ-001 sets out the point-to-point transmission service products and associated service periods.<sup>9</sup> These service products were established by the Commission in Order No. 638 and are termed "fixed", "sliding" and "extended".<sup>10</sup> In Order No. 638, the Commission clarified "that the products of 'sliding' and 'extended' service are not required to be offered."<sup>11</sup> Southern Companies offer "fixed" and "sliding" products, but do not offer the "extended" product. In order to provide clarity for transmission customers, Southern Companies are proposing to add a new Attachment T (Point-to-Point Transmission Service Products) to the OATT to outline the point-to-point transmission service products and associated service periods that Southern Companies offer under the OATT. Related thereto, Southern Companies also are revising the Table of Contents to the OATT to incorporate the new Attachment T.

A clean version of the new Attachment T and revised Table of Contents is included in Exhibit A and a redlined version is included in Exhibit B to this transmittal letter. Because this new Attachment T provides clarity for transmission customers regarding the point-to-point transmission service products and associated service periods that Southern Companies offer under the OATT, the proposed attachment is consistent with or superior to the *pro forma* OATT.

## II. **Effective Date and Notice Requirement**

Southern Companies respectfully request the Commission to make the attached revisions to the OATT effective as of December 1, 2012. In addition, pursuant to 18 C.F.R. § 35.11, to the extent necessary, Southern Companies request waiver of the Commission's notice requirements set forth in 18 C.F.R. § 35.3.

## III. **Request for Waiver of Filing Requirements**

To the extent necessary, Southern Companies request a waiver of any portion of the Commission's Regulations that are not satisfied by the enclosed information, including specifically any requirements set forth in 18 C.F.R. § 35.13(a) and (c)-(g).<sup>12</sup>

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<sup>9</sup> See WEQ-001-2.1.1 through 2.1.14.

<sup>10</sup> *Open Access Same-Time Information System and Standards of Conduct* (Order No. 638), 90 FERC ¶ 61,202, p. 31,404 (2000).

<sup>11</sup> *Id.*

<sup>12</sup> 18 C.F.R. § 35.11; see also, e.g., *In re Wyoming Colorado Intertie, LLC*, 127 FERC ¶ 61,125 (2009) (granting waiver of filing requirements in Subpart B and C of Part 35, including section 35.13 except section 35.13(b) because the requirements were "not applicable" due to the nature of the rates charged).

#### **IV. List of Documents**

Southern Companies provide the following materials for filing:

1. Amended Table of Contents, Section 19, Attachment J (LGIP) and Attachment R and new Attachment T to the OATT (collectively, the “Amended OATT Provisions”) in RTF format with metadata attached;
2. Exhibit A - Clean version of the Amended OATT Provisions in PDF format for publishing in eLibrary; and
3. Exhibit B - Redline version of the Amended OATT Provisions in PDF format for publishing in eLibrary.

#### **V. Posting**

An electronic copy of this filing is being provided to each of Southern Companies’ customers under the OATT, and will be posted on Southern Companies’ OASIS.

#### **VI. Miscellaneous**

As recognized by the Commission in *Southern Company Services, Inc.*, 57 FERC ¶ 61,039 (1991), *reh’g denied*, 63 FERC ¶ 61,217 (1993), Southern Companies operate an integrated transmission system. Southern Company Services, Inc. is authorized to act as agent for Alabama Power Company, Georgia Power Company, Gulf Power Company, Mississippi Power Company and/or the individual operating companies and provides contract administration, data processing, accounting, and other services to Alabama Power Company, Georgia Power Company, Gulf Power Company, and Mississippi Power Company. Should you have any questions or require additional materials or information concerning this filing, please telephone the undersigned attorney at 205-226-8785.

Sincerely,

/s/ Kevin A. McNamee  
Attorney for Southern Company Services, Inc.

#### **OF COUNSEL:**

Kevin A. McNamee  
Balch & Bingham, LLP  
1710 Sixth Avenue North  
Birmingham, Alabama 35203  
(205) 226-8732 (telephone)  
(205) 488-5653 (fax)  
[kmcnamee@balch.com](mailto:kmcnamee@balch.com)

**Exhibit A**

**Clean Version of Amended OATT Provisions**

EXHIBIT B

FORM OF INFORMATIONAL SCHEDULE B

EXHIBIT C

FORM OF INFORMATIONAL SCHEDULE C

EXHIBIT D

FORM OF INFORMATIONAL SCHEDULE D

ATTACHMENT N

Formula Rate Data Input Update and True-Up Procedures

ATTACHMENT O

Incorporation of North American Energy Standards Board Business Practices

ATTACHMENT P

Procedures for Addressing Parallel Flows

ATTACHMENT Q

Creditworthiness Procedures

ATTACHMENT R

Form of Service Agreement for Tariff Schedule 10 – Generator Imbalance Service

ATTACHMENT S

Depreciation and Amortization Rates

ATTACHMENT T

Point-to-Point Transmission Service Products



completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

- (ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the requests for service, the costs of that study shall be pro-rated among the Eligible Customers.
- (iii) For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost of the System Impact Studies pursuant to Section 20.

**19.3 System Impact Study Procedures:** Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify (1) any system constraints, identified with specificity by transmission element or flowgate, (2) redispatch options (when requested by an Eligible Customer) including an estimate of the cost of redispatch, (3)

conditional curtailment options (when requested by an Eligible Customer) including the number of hours per year and/or the System Conditions during which conditional curtailment may occur, and (4) additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. For customers requesting the study of redispatch options, the System Impact Study shall (1) identify all resources located within the Transmission Provider's Control Area that can significantly contribute toward relieving the system constraint and (2) provide a measurement of each resource's impact on the system constraint. If the Transmission Provider possesses information indicating that any resource outside its Control Area could relieve the constraint, it shall identify each such resource in the System Impact Study. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer as soon as the System Impact Study is complete. The Transmission Provider will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In order for a request to

Provider, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Optional Interconnection Study. Notwithstanding the above, Transmission Provider shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the technical data and a \$10,000 deposit to Transmission Provider.

### **10.2 Scope of Optional Interconnection Study.**

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify Transmission Provider's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide Interconnection Service based upon the results of the Optional Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes. Transmission Provider shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

### **10.3 Optional Interconnection Study Procedures.**

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to Transmission Provider within ten (10) Business Days of Interconnection Customer receipt of the Optional Interconnection Study Agreement. Transmission Provider shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed upon time period specified within the Optional Interconnection Study Agreement. If Transmission Provider is unable to complete the Optional Interconnection Study within such time period, it shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Any difference between the study payment and the actual cost of the study shall be paid to Transmission Provider or refunded to Interconnection Customer, as appropriate. Upon request, Transmission Provider shall provide Interconnection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study, subject to confidentiality arrangements consistent with Section 13.1.

## ATTACHMENT R

### Form of Service Agreement For Tariff Schedule 10 - Generator Imbalance Service

- 1.0 This Service Agreement, dated as of \_\_\_\_\_ (“Effective Date”), is entered into by and between Southern Company Services, Inc., as agent for Alabama Power Company, Georgia Power Company, Gulf Power Company and Mississippi Power Company (collectively, “Transmission Provider”), and \_\_\_\_\_, a \_\_\_\_\_ (“Generator Imbalance Service Customer”) (collectively, the “Parties” and individually a “Party”), pursuant to Southern Companies’ Open Access Transmission Tariff (“Tariff”).
- 2.0 The Generator Imbalance Service Customer owns, operates and/or controls or is authorized to schedule the output of that certain electric generating facility located at or in \_\_\_\_\_ (the “Facility”) and such Facility is owned, operated and/or controlled by \_\_\_\_\_.
- 3.0 The Transmission Provider has determined that the Generator Imbalance Service Customer has completed an Application for Tariff Schedule 10 - Generator Imbalance Service.
- 4.0 Service under this Service Agreement shall commence on the later of (1) the requested service commencement date (“Start Date”), or (2) such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate on such date as mutually agreed upon by the Parties (“Termination Date”).
- 5.0 The Transmission Provider agrees to provide and the Generator Imbalance Service Customer agrees to take and pay for Schedule 10 – Generator Imbalance Service in accordance with the provisions of Schedule 10 of the Tariff and this Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

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

## ATTACHMENT T

### POINT-TO-POINT TRANSMISSION SERVICE PRODUCTS

#### I. Point-to-Point Transmission Service Products offered by Transmission Provider.

Pursuant to the North American Electric Standards Board's ("NAESB") Wholesale Electric Quadrant's OASIS Business Practice Standards, Transmission Provider offers the following point-to-point transmission service products pursuant to the provisions of Part II of Transmission Provider's Tariff. Transmission Provider's transmission service products are offered and processed in prevailing Central Time only.

##### **001-2.1.1 Fixed Hourly**

The service starts at the beginning of a clock hour and stops at the end of a clock hour.

##### **001-2.1.2 Fixed Daily**

The service starts at 00:00 and stops at 24:00 of the same calendar date (same as 00:00 of the next consecutive calendar date).

##### **001-2.1.3 Fixed Weekly**

The service starts at 00:00 on Monday and stops at 24:00 of the following Sunday (same as 00:00 of the following Monday).

##### **001-2.1.4 Fixed Monthly**

The service starts at 00:00 on the first date of a calendar month and stops at 24:00 on the last date of the same calendar month (same as 00:00 of the first date of the next consecutive month).

##### **001-2.1.5 Fixed Yearly**

The service starts at 00:00 on the first date of a calendar year and ends at 24:00 on the last date of the same calendar year (same as 00:00 of the first date of the next consecutive year).

##### **001-2.1.6 Sliding Daily**

The service starts at the beginning of any hour of the day and stops exactly 24 hours later at the same time on the next day.

##### **001-2.1.7 Sliding Weekly**

The service starts at 00:00 of any date and stops exactly 168 hours later at 00:00 on the same day of the next week.

##### **001-2.1.8 Sliding Monthly**

The service starts at 00:00 of any date and stops at 00:00 on the same date of the next month (28-31 days later). If there is no corresponding date in the following month, the service stops at 24:00 on the last day of the next month. For example: SLIDING

MONTHLY starting at 00:00 on January 30 would stop at 24:00 on February 28 (same as 00:00 March 1).

**001-2.1.9 Sliding Yearly**

The service starts at 00:00 of any date and stops at 00:00 on the same date of the following year. If there is no corresponding date in the following year, the service stops at 24:00 on the last day of the same month in the following year. For example, SLIDING YEARLY service starting on February 29 would stop on February 28 of the following year. The Transmission Provider may limit the start of service to the beginning of a calendar month.

II. Point-to-Point Transmission Service Products not offered by Transmission Provider.

The Transmission Provider does not offer the following point-to-point specific transmission services products, as defined in the NAESB OASIS Business Practice Standards:

**001-2.10 Extended Daily**

The service starts at any hour of a day and stops more than 24 hours later and less than 168 hours later.

**001-2.11 Extended Weekly**

The service starts at 00:00 of any date and stops at 00:00 more than one week later, but less than four weeks later.

**001-2.12 Extended Monthly**

The service starts at 00:00 of any date and stops at 00:00 more than one month later, but less than twelve months later.

**001-2.13 Extended Yearly**

The service starts at 00:00 of any date and stops at 00:00 more than one year later. The Transmission Provider may limit the service to be in increments of full years or full calendar months. The Transmission Provider may limit the start of service to the beginning of a calendar month.

**001-2.14 Next Increment Hourly**

The service starts at the beginning of the next clock hour and stops at the end of that clock hour.

Any OASIS request for a transmission service product not offered by the Transmission Provider will be invalidated and the Transmission Customer may resubmit the request in the form of any of the transmission service products offered by the Transmission Provider.

**Exhibit B**

**Redline Version of Amended OATT Provisions**

EXHIBIT B

FORM OF INFORMATIONAL SCHEDULE B

EXHIBIT C

FORM OF INFORMATIONAL SCHEDULE C

EXHIBIT D

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[Point-to-Point Transmission Service Products](#)



completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

- (ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the requests for service, the costs of that study shall be pro-rated among the Eligible Customers.
- (iii) For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost of the System Impact Studies pursuant to Section 20.

**19.3 System Impact Study Procedures:** Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify (1) any system constraints, identified with specificity by transmission element or flowgate, (2) redispatch options (when requested by an Eligible Customer) including an estimate of the cost of redispatch, (3)

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Provider, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Optional Interconnection Study. Notwithstanding the above, Transmission Provider shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the technical data and a \$10,000 deposit to Transmission Provider.

### **10.2 Scope of Optional Interconnection Study.**

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify Transmission Provider's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide ~~transmission service or~~ Interconnection Service based upon the results of the Optional Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes. Transmission Provider shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

### **10.3 Optional Interconnection Study Procedures.**

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to Transmission Provider within ten (10) Business Days of Interconnection Customer receipt of the Optional Interconnection Study Agreement. Transmission Provider shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed upon time period specified within the Optional Interconnection Study Agreement. If Transmission Provider is unable to complete the Optional Interconnection Study within such time period, it shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Any difference between the study payment and the actual cost of the study shall be paid to Transmission Provider or refunded to Interconnection Customer, as appropriate. Upon request, Transmission Provider shall provide Interconnection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study, subject to confidentiality arrangements consistent with Section 13.1.

## ATTACHMENT R

### Form of Service Agreement For Tariff Schedule 10 - Generator Imbalance Service

- 1.0 This Service Agreement, dated as of \_\_\_\_\_ (“Effective Date”), is entered into by and between Southern Company Services, Inc., as agent for Alabama Power Company, Georgia Power Company, Gulf Power Company and Mississippi Power Company (collectively, “Transmission Provider”), and \_\_\_\_\_, a \_\_\_\_\_ ~~corporation~~ (“Generator Imbalance Service Customer”) (collectively, the “Parties” and individually a “Party”), pursuant to Southern Companies’ Open Access Transmission Tariff, ~~FERC Electric Tariff, Fourth Revised Volume No. 5~~ (“Tariff”).
- 2.0 The Generator Imbalance Service Customer owns, operates and/or controls or is authorized to schedule the output of that certain electric generating facility located at or in \_\_\_\_\_ (the “Facility”) and such Facility is owned, operated and/or controlled by \_\_\_\_\_.
- 3.0 The Transmission Provider has determined that the Generator Imbalance Service Customer has completed an Application for Tariff Schedule 10 - Generator Imbalance Service.
- 4.0 Service under this Service Agreement shall commence on the later of (1) the requested service commencement date (“Start Date”), or (2) such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate on such date as mutually agreed upon by the Parties (“Termination Date”).
- 5.0 The Transmission Provider agrees to provide and the Generator Imbalance Service Customer agrees to take and pay for Schedule 10 – Generator Imbalance Service in accordance with the provisions of Schedule 10 of the Tariff and this Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

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

## ATTACHMENT T

### POINT-TO-POINT TRANSMISSION SERVICE PRODUCTS

#### I. Point-to-Point Transmission Service Products offered by Transmission Provider.

Pursuant to the North American Electric Standards Board's ("NAESB") Wholesale Electric Quadrant's OASIS Business Practice Standards, Transmission Provider offers the following point-to-point transmission service products pursuant to the provisions of Part II of Transmission Provider's Tariff. Transmission Provider's transmission service products are offered and processed in prevailing Central Time only.

##### **001-2.1.1 Fixed Hourly**

The service starts at the beginning of a clock hour and stops at the end of a clock hour.

##### **001-2.1.2 Fixed Daily**

The service starts at 00:00 and stops at 24:00 of the same calendar date (same as 00:00 of the next consecutive calendar date).

##### **001-2.1.3 Fixed Weekly**

The service starts at 00:00 on Monday and stops at 24:00 of the following Sunday (same as 00:00 of the following Monday).

##### **001-2.1.4 Fixed Monthly**

The service starts at 00:00 on the first date of a calendar month and stops at 24:00 on the last date of the same calendar month (same as 00:00 of the first date of the next consecutive month).

##### **001-2.1.5 Fixed Yearly**

The service starts at 00:00 on the first date of a calendar year and ends at 24:00 on the last date of the same calendar year (same as 00:00 of the first date of the next consecutive year).

##### **001-2.1.6 Sliding Daily**

The service starts at the beginning of any hour of the day and stops exactly 24 hours later at the same time on the next day.

##### **001-2.1.7 Sliding Weekly**

The service starts at 00:00 of any date and stops exactly 168 hours later at 00:00 on the same day of the next week.

##### **001-2.1.8 Sliding Monthly**

The service starts at 00:00 of any date and stops at 00:00 on the same date of the next month (28-31 days later). If there is no corresponding date in the following month, the service stops at 24:00 on the last day of the next month. For example: SLIDING

MONTHLY starting at 00:00 on January 30 would stop at 24:00 on February 28 (same as 00:00 March 1).

**001-2.1.9 Sliding Yearly**

The service starts at 00:00 of any date and stops at 00:00 on the same date of the following year. If there is no corresponding date in the following year, the service stops at 24:00 on the last day of the same month in the following year. For example, SLIDING YEARLY service starting on February 29 would stop on February 28 of the following year. The Transmission Provider may limit the start of service to the beginning of a calendar month.

**II. Point-to-Point Transmission Service Products not offered by Transmission Provider.**

The Transmission Provider does not offer the following point-to-point specific transmission services products, as defined in the NAESB OASIS Business Practice Standards:

**001-2.10 Extended Daily**

The service starts at any hour of a day and stops more than 24 hours later and less than 168 hours later.

**001-2.11 Extended Weekly**

The service starts at 00:00 of any date and stops at 00:00 more than one week later, but less than four weeks later.

**001-2.12 Extended Monthly**

The service starts at 00:00 of any date and stops at 00:00 more than one month later, but less than twelve months later.

**001-2.13 Extended Yearly**

The service starts at 00:00 of any date and stops at 00:00 more than one year later. The Transmission Provider may limit the service to be in increments of full years or full calendar months. The Transmission Provider may limit the start of service to the beginning of a calendar month.

**001-2.14 Next Increment Hourly**

The service starts at the beginning of the next clock hour and stops at the end of that clock hour.

Any OASIS request for a transmission service product not offered by the Transmission Provider will be invalidated and the Transmission Customer may resubmit the request in the form of any of the transmission service products offered by the Transmission Provider.