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

##### **Preamble**

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

##### **36. Definitions**

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

##### **36.1 Joint Dispatch Arrangement:**

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

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

**36.2 Joint Dispatch Agreement:**

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

**36.3 Joint Dispatch Transmission Service:**

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

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

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

**36.5 Joint Dispatch Transmission Service Customer:**

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

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

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

#### **37.1 Limited Transmission Provider Responsibilities:**

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

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

**37.2 Real Power Losses:**

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

<u>Seller</u>	<u>PRPA</u>	<u>PSCO</u>	<u>BHCE</u>	<u>CSU</u>
<u>Buyer</u>				
<u>PRPA</u>	-	<u>PSCO %</u>	$\frac{\text{PSCO \%} + \text{BHCE \%}}{\text{BHCE \%}}$	$\frac{\text{PSCO \%} + \text{CSU \%}}{\text{CSU \%}}$
<u>PSCO</u>	<u>PRPA %</u>	-	<u>BHCE %</u>	<u>CSU %</u>
<u>BHCE</u>	$\frac{\text{PRPA \%} + \text{PSCO \%}}{\text{PSCO \%}}$	<u>PSCO %</u>	-	<u>CSU %</u>
<u>CSU</u>	$\frac{\text{PRPA \%} + \text{PSCO \%}}{\text{PSCO \%}}$	<u>PSCO %</u>	<u>BHCE %</u>	-

Where:

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

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

PSCo= Loss Factor set forth in PSCo OATT Section 15.7

BHCE= Loss Factor set forth in BHCE OATT Section 15.7

### **37.3 Restrictions on Use of Service:**

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

### **37.4 Imbalance Service:**

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

## **38. Initiating Service**

### **38.1 Conditions Precedent for Receiving Service.**



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

### **38.2 Application Procedures**

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

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

Application contents:

- (i) The identity, address, telephone number and facsimile number of the party requesting service;
- (ii) A statement that the party requesting service is, or will be upon commencement of service, an Eligible Customer under the tariff;
- (iii) A statement that the party requesting service has, or will have upon commencement of service, wholesale or retail native load in the PSCo Balancing Authority Area;
- (iv) A statement that the party requesting service has, or will have upon commencement of service, entered into a Joint Dispatch Agreement with Colorado Springs Utilities;
- (v) A statement that the party requesting service has, or will have upon commencement of service, a tariff offering Joint Dispatch Transmission Service at the same rates, terms, and conditions as this Part IV of the Tariff and associated schedules and attachments;
- (vi) Service Commencement Date and the term of the requested Joint Dispatch Transmission Service;
- (vii) A statement signed by an authorized officer from or agent of the Joint Dispatch Transmission Service Customer attesting that Joint

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

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

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

**38.3 Joint Dispatch Transmission Customer Facilities.**

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

**SCHEDULE 10**

**Joint Dispatch Transmission Service**

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

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

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

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

4) Hourly delivery: On-Peak Hours: the on-peak rate \$0.00/MWh of Reserved

Capacity. Off-Peak Hours: the off-peak rate \$0.00/MWh of Reserved Capacity.

**ATTACHMENT M**

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

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

Transmission Provider:

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Transmission Customer:

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

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

Transmission Provider:

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

Transmission Customer:

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