



Colorado Springs Utilities

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2019
Open Access
Transmission Tariff
(OATT) Case

February 26, 2019

Executive Summary

Filing Summary

Colorado Springs Utilities (Utilities) is submitting an Open Access Transmission Tariff filing that includes proposed changes that add a new section specifying the terms and conditions of Joint Dispatch Transmission Service, as well as adding a related schedule and attachment. The purpose of these proposed revisions is to authorize participation in the Colorado energy imbalance market known as the Joint Dispatch Agreement (JDA). In the JDA, generation resources of the participating utilities are dispatched in real-time to most economically serve customer load. Upon completion of all steps to add Utilities to the JDA, the participating utilities will be Utilities, Public Service Company of Colorado, Platte River Power Authority and Black Hills Colorado Electric.

Utilities anticipates financial savings from serving intra-hour energy imbalances at lower cost and from integrating our renewable energy portfolio more effectively. In addition, Utilities believes qualitative benefits exist in the form of a strategic seat at discussions on market development in the Rocky Mountain Region and the ability to obtain valuable experience operating in a regional energy landscape that comprises less thermal and more renewable resources.

One required implementation step is approval of the proposed revisions to Utilities' Open Access Transmission Tariff. These proposed tariff revisions set forth the applicability requirements associated with Joint Dispatch Transmission Service and specifically provide that (1) participating generation resources are dispatched as a pool on a least-cost basis respecting transmission limitations and (2) each participating utility has provided within their respective open access transmission tariff 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.

The effective date for the proposed tariff changes is May 1, 2019.

Resolution

RESOLUTION NO. _____

**A RESOLUTION ADOPTING CERTAIN CHANGES THAT ADD
JOINT DISPATCH TRANSMISSION SERVICE
TO COLORADO SPRINGS UTILITIES' OPEN ACCESS TRANSMISSION TARIFF
EFFECTIVE MAY 1, 2019**

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

WHEREAS, Colorado Springs Utilities (Utilities) has determined that it would be advantageous to join the Joint Dispatch Agreement; and

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

WHEREAS, inclusion of these tariff provisions in Utilities' Open Access Transmission Tariff is a condition of participation in the Joint Dispatch Agreement; and

WHEREAS, the City Council voted to suspend the relevant portions of Part 4-1(C) of the Rules and Procedures of City Council so as to dispense with the requirement of a Decision and Order; and

WHEREAS, the City Council finds that adoption of the proposed tariff sheets specifying the terms and conditions of Joint Dispatch Transmission Service and the associated schedule and attachment, all as set forth in Utilities' Open Access Transmission Tariff, are just, reasonable, sufficient and not unduly discriminatory.

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

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

Effective May 1, 2019

City Council Vol. No. 3		
Sheet No.	Title	Cancels Sheet No.
First Revised Sheet No. 8	Table of Contents	Original Sheet No. 8
First Revised Sheet No. 9	Table of Contents	Original Sheet No. 9
Original Sheet No. 9.1	Table of Contents	N/A
Original Sheet No. 126.1	Section IV. Joint Dispatch Transmission Service (Applicable to Colorado Springs Utilities Only)	N/A
Original Sheet No. 126.2	Section IV. Joint Dispatch Transmission Service (Applicable to Colorado Springs Utilities Only)	N/A
Original Sheet No. 126.3	Section IV. Joint Dispatch Transmission Service (Applicable to Colorado Springs Utilities Only)	N/A
Original Sheet No. 126.4	Section IV. Joint Dispatch Transmission Service (Applicable to Colorado Springs Utilities Only)	N/A
Original Sheet No. 126.5	Section IV. Joint Dispatch Transmission Service (Applicable to Colorado Springs Utilities Only)	N/A
Original Sheet No. 126.6	Section IV. Joint Dispatch Transmission Service (Applicable to Colorado Springs Utilities Only)	N/A
Original Sheet No. 126.7	Section IV. Joint Dispatch Transmission Service (Applicable to Colorado Springs Utilities Only)	N/A
Original Sheet No. 126.8	Section IV. Joint Dispatch Transmission Service (Applicable to Colorado Springs Utilities Only)	N/A
Original Sheet No. 126.9	Section IV. Joint Dispatch Transmission Service (Applicable to Colorado Springs Utilities Only)	N/A
Original Sheet No. 144.1	Schedule 10, Joint Dispatch Transmission Service	N/A
Original Sheet No. 181.1	Attachment M, Form of Service Agreement for Joint Dispatch Transmission Service Applicable to the Colorado Springs Utilities (CSU) System	N/A
Original Sheet No. 181.2	Attachment M, Form of Service Agreement for Joint Dispatch Transmission Service Applicable to the Colorado Springs Utilities (CSU) System	N/A

Section 2: The attached sheets of Colorado Springs Utilities' Open Access Transmission Tariff are hereby approved and adopted effective May 1, 2019 and shall remain in effect unless changed by subsequent Resolution of the City Council.

Dated at Colorado Springs, Colorado, this 9th day of April, 2019.

City Council President

ATTEST:

Sarah B. Johnson, City Clerk

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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:

Transmission Customer:

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

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

Transmission Provider:

By: _____
Name Title Date

Transmission Customer:

By: _____
Name Title Date

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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.

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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:

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

36.2 Joint Dispatch Agreement:

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

36.3 Joint Dispatch Transmission Service:

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

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

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

36.5 Joint Dispatch Transmission Service Customer:

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.

Seller	PRPA	PSCO	BHCE	CSU
Buyer				
PRPA		PSCO %	PSCO % + BHCE %	PSCO % + CSU %
PSCO	PRPA %		BHCE %	CSU %
BHCE	PRPA % + PSCO %	PSCO %		CSU %
CSU	PRPA % + PSCO %	PSCO %	BHCE %	

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:

Transmission Customer:

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