

NorthernGrid Planning Agreement For Planning Cycle 2022-2023

This NorthernGrid Planning Agreement for Planning Cycle 2022-2023 (“Planning Agreement”) is by and among the entities signing below and any entity executing the Addendum Joining Additional Party to the Planning Agreement, as provided for herein, each of which hereafter shall be referred to individually as “Party” and collectively as “Parties.”

Recitals

- A. NorthernGrid is an unincorporated association of its Members formed for the purpose of coordinating regional transmission planning for the NorthernGrid Members;
- B. Membership and funding of NorthernGrid occurs pursuant to the NorthernGrid Funding Agreement For Planning Cycle 2022-2023;
- C. This Planning Agreement describes NorthernGrid’s coordinated, open, and transparent process to be used to perform regional transmission planning in the NorthernGrid Member Region;
- D. In addition to the planning activities defined under this Planning Agreement, a separate NorthernGrid process addresses compliance with certain Federal Energy Regulatory Commission (“FERC”) requirements regarding transmission planning (including Order Nos. 890 and 1000 compliance) for those Members that are required (or may elect) to comply with such requirements; and
- E. The Parties desire to define their rights and obligations related to participation in the NorthernGrid planning process for the NorthernGrid Member Region.

NOW THEREFORE, in consideration of the mutual benefits and other good and valuable consideration, the Parties hereby agree as follows:

1. Term. This Planning Agreement shall be effective on January 1, 2022 (“Effective Date”). Upon the Effective Date, this Planning Agreement shall continue in effect until December 31, 2023 (“Term”).

2. Definitions.

2.1 “Commission” or “FERC” means the Federal Energy Regulatory Commission or any successor entity.

2.2 “Confidential Information” has the meaning provided in Section 7; *provided* that treatment of Confidential Information pursuant to the planning process set forth in Exhibit A to this Planning Agreement is separately defined therein.

2.3 “Critical Energy Infrastructure Information” or “CEII” has the meaning provided in Section 1.6 of Exhibit A to this Planning Agreement.

2.4 “Effective Date” has the meaning provided in Section 1, with respect to the effective date of this Planning Agreement.

2.5 “Disclosing Party” has the meaning provided in Section 7.

2.6 “Funding Agreement” means the “NorthernGrid Funding Agreement for Planning Cycle 2022-2023” or, if amended or superseded, then the current version of the agreement among the parties funding the activities of NorthernGrid.

2.7 “Member” has the meaning provided in Section 1.13 of Exhibit A to this Planning Agreement.

2.8 “Member Planning Committee” has the meaning provided in Section 1.14 of Exhibit A to this Planning Agreement.

2.9 “Member Need” has the meaning provided in Section 1.16 of Exhibit A to this Planning Agreement.

2.10 “Member Region” or “NorthernGrid Member Region” has the meaning provided in Section 1.17 of Exhibit A to this Planning Agreement.

2.11 “NorthernGrid” has the meaning provided in paragraph A of the recitals to this Planning Agreement.

2.12 “Planning Agreement” has the meaning provided in the preface above.

2.13 “Planning Cycle” has the meaning provided in Section 1.27 of Exhibit A to this Planning Agreement.

2.14 “Project Coordinator” means the entity that may be engaged by the Parties, subject to the terms of the Funding Agreement and applicable Project Coordinator Agreement, to facilitate NorthernGrid’s transmission planning activities.

2.15 “Project Coordinator Agreement” means a separate agreement among the Parties and a Project Coordinator for purposes of defining the terms and conditions by which the Project Coordinator facilitates NorthernGrid’s transmission planning activities.

2.16 “Recipient” has the meaning provided in Section 7.

2.17 “Regional Transmission Plan” has the meaning provided in Section 1.32 of Exhibit A to this Planning Agreement.

2.18 “Term” has the meaning provided in Section 1.

3. Exhibits. The following Exhibits are attached and made a part of this Planning Agreement as if fully set forth in this Planning Agreement:

| | |
|-----------|---|
| Exhibit A | NorthernGrid Member Planning Process |
| Exhibit B | Form of Addendum Joining Additional Party to the Planning Agreement |
| Exhibit C | Member Planning Committee Charter |
| Exhibit D | Notices |

4. **Eligibility.** Any entity that is a Party to the Funding Agreement is eligible be a Party to this Planning Agreement.

5. **NorthernGrid Planning.**

5.1 **Regional Transmission Plan.** Each Planning Cycle, the Parties shall collaborate and jointly develop, review, and adopt a Regional Transmission Plan in a manner that is consistent with the planning process defined in Exhibit A to this Planning Agreement with decisions made in accordance with the Member Planning Committee Charter attached as Exhibit C to this Planning Agreement.

5.2 **Member Planning Committee.** Each Party will participate in the development of the Regional Transmission Plan consistent with the planning process defined in Exhibit A to this Planning Agreement through its participation in the Member Planning Committee. Each Party shall appoint one (1) representative to the Member Planning Committee to facilitate the planning process in a manner that is consistent with (i) each Party's duty to cooperate defined in Section 5.3 of this Planning Agreement and (ii) the planning process defined in Exhibit A to this Planning Agreement.

5.3 **Duty to Cooperate.** Each Party shall, to the extent practical, participate in the NorthernGrid planning process, defined in Exhibit A to this Planning Agreement, in a cooperative and timely manner. Each Party shall, as applicable, provide data to the other Parties relating to its electric system, or proposed electric system, and the individual Party's planning criteria. In the event that a Party has identified a Member Need for which another Party may be an affected system or for which upgraded or new transmission facilities on such other Party's system may be required, such Party(ies) shall coordinate in planning to address the Member Need and any upgraded or new transmission facilities that may be required on the affected system. Notwithstanding the foregoing, nothing in this Planning Agreement shall require any Party to disclose any information to any Party if such disclosure is prohibited by law, regulation, or other legal requirement or contractual obligation to maintain confidentiality of such information.

5.4 **Rotation of In-Person Meetings.** NorthernGrid's in-person regional stakeholder meetings will, except as otherwise mutually agreed, be rotated on an equal basis between the following locations:

- (a) Boise, Idaho;
- (b) Butte or Bozeman, Montana;
- (c) Portland, Oregon;
- (d) Reno or Las Vegas, Nevada
- (e) Spokane, Washington; and

(f) Seattle or Bellevue, Washington.

6. No Obligation to Build. Nothing in this Planning Agreement or in any Regional Transmission Plan prepared in accordance with the process defined in Exhibit A to this Planning Agreement shall require a Party to construct a transmission facility or prohibit a Party from constructing a transmission facility or expanding its electric system; nor shall anything in this Planning Agreement or in any Regional Transmission Plan prepared in accordance with the process defined in Exhibit A to this Planning Agreement dictate or establish which investments identified in such Regional Transmission Plan should be made; nor shall anything in this Planning Agreement dictate or establish how costs of investments should be covered.

7. Confidentiality. Parties designating Confidential Information shall act in good faith when asserting the confidentiality of material. Except to the extent required by law or other confidentiality agreement as provided for in this Section 7, each Party agrees not to disclose any other Party's Confidential Information to third parties. A Party receiving Confidential Information will protect such Confidential Information in the same manner as the Party receiving Confidential Information would protect its own Confidential Information.

7.1 Information Exchange Among Parties.

All information supplied by a Party (the "Disclosing Party") to another Party(ies) (the "Recipient(s)") under this Planning Agreement, clearly marked or otherwise designated in writing as "Confidential Information" and, to the extent practicable, "subject to the NorthernGrid Planning Agreement" on the face of the document, will be considered Confidential Information; or, if the Disclosing Party orally identifies such information as confidential at the time of oral disclosure, and, within five (5) days after such disclosure provides a written record consistent with the notice provisions of Section 2 of Exhibit D to the Planning Agreement, such information will also be treated as Confidential Information (all such confidential information, considered "Confidential Information"). The Recipient(s) will make the same efforts to keep and protect the Confidential Information of the Disclosing Party as it would its own Confidential Information. Confidential Information will not be disclosed by the Recipient to any third party, except:

- (i) to the Project Coordinator to further the purposes set forth herein; however, such Confidential Information will be subject to confidentiality terms and conditions in the Project Coordinator Agreement;
- (ii) to other consultants or advisors of the Recipient(s) who have a need to know to further the purposes set forth herein; *provided, however*, that the Recipient(s) providing such Confidential Information to such other consultants or advisors shall be responsible for any improper disclosure of such Confidential Information by such consultants or advisors;
- (iii) if such information has entered the public domain (other than through the actions of the Recipient(s) in violation of the confidentiality requirements of this Planning Agreement);

- (iv) as required by law, regulation, or by any authority having jurisdiction, including under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA) and state public records law;
 - a. In the event a Party is required by law to disclose any Confidential Information to a third party, then prior to any such disclosure, the Party required to make such disclosure shall, to the extent reasonably practical, give notice to the Disclosing Party and make reasonable efforts to give the Disclosing Party a reasonable opportunity to take steps to maintain the confidentiality of the Confidential Information.
- (v) with the prior written consent of the Disclosing Party;
- (vi) if such information was in the lawful possession of the Recipient(s) on a non-proprietary basis before receiving it from the Disclosing Party; or
- (vii) if such information was independently developed by the Recipient(s) without reference to the Confidential Information of the Disclosing Party.

7.2 Duration.

Unless the Parties otherwise agree (or individual Parties have agreed) in writing or the information is designated as or qualifies as CEII, information designated as Confidential Information will no longer be deemed Confidential Information upon the earlier of:

- (i) the Disclosing Party notifying the Recipient(s) that it no longer is Confidential Information; or
- (ii) three (3) years from the date that the Disclosing Party supplied such Confidential Information to the Recipient(s).

7.3 Limited Use.

Subject to the terms of this Section 7, each Party may use Confidential Information:

- (i) for purposes of NorthernGrid transmission planning activities;
- (ii) to fulfill its obligations to another Party under this Planning Agreement; or
- (iii) for purposes of making a filing with a state or federal regulator of competent jurisdiction; *provided, however*, that prior to submitting such a filing that includes another Party's Confidential Information, the Party submitting the filing will, to the extent practical, provide the Disclosing Party notice of such filing and shall

seek to obtain confidential treatment for any Confidential Information that is disclosed.

8. Withdrawal.

8.1 Notice of Withdrawal. Any Party may withdraw from this Planning Agreement by providing thirty (30) calendar days' advance written notice to the other Parties.

8.2 Withdrawal Upon Loss of Eligibility. In the event that a Party fails to continue to remain a party to the Funding Agreement, such Party shall be deemed withdrawn from this Planning Agreement. Such deemed withdrawal shall be effective on the date that such Party is no longer a party to the Funding Agreement.

9. Administration.

9.1 Interpretation.

9.1.1 This Planning Agreement shall not be interpreted or construed to create a joint venture or partnership or to impose any partnership obligation or liability upon the Parties. No Party shall have any right, power, or authority under this Planning Agreement to enter into any agreement or undertake for, or to act on behalf of, or to act as or be an agent or representative of, any other Party. It is expressly understood that this Planning Agreement is limited in scope to providing for participation in the NorthernGrid planning process as provided in this Planning Agreement. This Planning Agreement is not intended to, and does not, constitute an agreement (i) to provide any funding or (ii) to enter into any agreement involving transmission facilities.

9.1.2 Nothing in this Planning Agreement, or any undertaking by or with NorthernGrid, is intended to (a) create or grant the Commission authority over entities or matters which it would not otherwise have, (b) imply or establish that any Party agrees, or is precluded from contesting, as to whether or the extent to which the Commission has jurisdiction over a Party or matter or has the authority to order particular relief, or (c) create a contractual obligation under this Planning Agreement to act, or refrain from acting, in a manner that would violate, or exceed the authority conferred on it by, any applicable statute, regulation, tariff provision, or lawfully promulgated court or regulatory order.

9.2 Legal Rights. Nothing in this Planning Agreement shall affect the right of any Party to bring any action or proceeding in any appropriate court or agency, except as provided in Section 10 of this Planning Agreement.

9.3 Ownership of Products. Ownership of all information, data, reports, results, etc. developed through mechanisms set forth in this Planning Agreement shall remain with the Party(ies) that provided or generated it. All Parties jointly own any information that is jointly developed by the Parties pursuant to this Planning Agreement, and any documents that are jointly developed and published in the public domain shall be available to all Parties for their use; *provided, however*, that such information is available for use "as is" and without any warranty of any kind.

10. Dispute Resolution. The Parties agree to use the following dispute resolution process for all disputes related to this Planning Agreement; *provided* that in the event a dispute involves an action or inaction by a Party governed by that Party's tariff, then the applicable tariff dispute resolution procedures (if any) shall govern:

Step 1 – A Party shall provide prompt written notice to all other Parties of any dispute relating to this Planning Agreement.

Step 2 – An executive representative from each Party involved in the dispute shall participate in negotiation to resolve the dispute as promptly as practicable. In the event the executive representatives are unable to resolve the dispute by mutual agreement within thirty (30) calendar days of the written notice of dispute, or such other period as the disputing Parties to the dispute may mutually agree upon, such Parties shall proceed to Step 3.

Step 3 – If mutual agreement is not reached in Step 2, the Parties involved in the dispute may use mediation and/or arbitration to resolve the dispute upon mutual agreement of the Parties involved in the dispute; otherwise, any Party involved in the dispute may pursue any remedy available to it under law.

11. Headings. The headings used in this Planning Agreement are for convenience only and shall not be construed as a part of this Planning Agreement or as a limitation on the scope of the particular paragraphs to which each heading refers.

12. Waiver. A waiver by a Party of any default or breach by another Party of any covenants, terms or conditions of this Planning Agreement shall not limit the Party's right to enforce such covenants, terms or conditions or to pursue its rights in the event of any subsequent default or breach.

13. Severability. If any portion of this Planning Agreement shall be held to be void or unenforceable, the balance thereof shall continue to be effective.

14. Binding Effect. This Planning Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. No Party shall assign this Planning Agreement without prior written consent of all other Parties, except that any Party may, without prior written consent of all other Parties, and by providing reasonable notice under the circumstances to the other Parties, assign this Planning Agreement to any entity(ies) in connection with a merger, consolidation, or reorganization; *provided* that the assignee shall be bound by all of the obligations and duties of the assigning Party. Any assignment inconsistent with this Section 14 is void ab initio.

15. Amendments to the Planning Agreement; Tariff Modifications.

15.1 Amendments in Writing. This Planning Agreement shall not be modified, amended, or changed in any respect except by a written document signed by all Parties.

15.2 Proposing Amendments to the Planning Agreement to Satisfy a Legal or Regulatory Requirement. Upon reasonable notice, the Parties will meet and confer to discuss a Party's proposed amendment to this Planning Agreement for the following reasons, *provided* that all amendments to this Planning Agreement must be consistent with Section 15.1.

15.2.1 General Legal or Regulatory Requirement. Any Party may propose to amend this Planning Agreement in order to satisfy a legal or regulatory requirement, including but not limited to a requirement in an order issued by the Commission.

15.2.2 Bonneville's Tariff Process. Bonneville may propose to amend this Planning Agreement as a result of conducting a tariff terms and conditions proceeding pursuant to section 9 of Bonneville's tariff proposing to modify its tariff to incorporate the planning process in Exhibit A.

15.3 Agreement Not to Contest Tariff Modifications to Implement this Planning Agreement. In the event that (i) a Party proposes to modify its tariff, or similar instrument, to incorporate the planning process provided for under this Planning Agreement and (ii) such proposal is consistent with the terms of this Planning Agreement, the Parties will not contest the proposed modifications to such Party's tariff, or similar instrument.

16. No Third Party Beneficiary. This Planning Agreement is made and entered into for the sole protection and legal benefit of the Parties. No other person or entity shall be a direct or indirect legal beneficiary or have any direct or indirect cause of action or claim in connection with, this Planning Agreement. No other person or entity shall be a third-party beneficiary under this Planning Agreement. This process does not create any third-party remedies or rights as to the adequacy of NorthernGrid planning processes or public review.

17. Integration. This Planning Agreement, including the exhibits hereto, constitutes the complete agreement of the Parties and supersedes all prior or contemporaneous representations, statements, negotiations, understandings, and inducements with respect to the subject matter of this Planning Agreement.

18. Survival. Subject to the limitations and other provisions of Section 7 of this Planning Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Planning Agreement for the period specified therein, or if nothing is specified then such provision(s) will survive for the Term of the Planning Agreement. All other provisions of this Planning Agreement will not survive the expiration or earlier termination of this Planning Agreement.

19. Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PLANNING AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

20. Applicable Law. No Party shall be considered the drafter of this Planning Agreement for purposes of interpreting this Planning Agreement. This Planning Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Oregon; *provided* that this Planning Agreement shall, with respect to a Party that is a U.S. government entity, be interpreted, construed, and enforced in accordance with the laws of the United States.

21. Execution in Counterparts. This Planning Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. Delivery of an executed signature page of this Planning Agreement by facsimile transmission or email shall be effective as delivery of a manually executed counterpart hereof.

22. Limitation of Liability.

22.1 No Consequential or Indirect Damages. IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS PLANNING AGREEMENT TO ANY OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22.2 Maximum Liability. IN NO EVENT SHALL ANY PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PLANNING AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PORTION OF THE MAXIMUM FUNDING AMOUNT (AS DEFINED IN THE FUNDING AGREEMENT). THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ANY NON-BREACHING PARTY'S REMEDIES UNDER THIS PLANNING AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

23. Force Majeure. No Party shall be liable or responsible to any other Party, nor be deemed to have defaulted under or breached this Planning Agreement, for any failure or delay in fulfilling or performing any term of this Planning Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions or blockades in effect on or after the date of this Planning Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the control of the Party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give notice within five (5) business days of the Force Majeure Event to the other Parties, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized, to the extent

practicable. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

24. Notice. Any notice required under the Planning Agreement shall be provided consistent with Exhibit D (Notices).

IN WITNESS WHEREOF, the Parties have caused this Planning Agreement to be executed on _____, 2021.

AVISTA CORPORATION

By _____
Heather Rosentrater
Senior Vice President, Energy Delivery

NV ENERGY

By _____
Joshua Langdon
Vice President of Transmission

BONNEVILLE POWER
ADMINISTRATION

By _____
Jeff Cook
Vice President, Transmission Planning and
Asset Management

PACIFICORP

By _____
Richard Vail
Vice President of Transmission

THE CITY OF TACOMA, DEPARTMENT
OF PUBLIC UTILITIES, LIGHT DIVISION

By _____
Jackie Flowers
Director of Utilities

PORTLAND GENERAL ELECTRIC

By _____
Larry Bekkedahl
Vice President, Grid Architecture, Integration
& Systems Operation

THE CITY OF SEATTLE—CITY LIGHT
DEPARTMENT

By _____
Debra Smith
CEO

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY, WASHINGTON

By _____
Chad Bowman
Director, Transmission and Compliance

IDAHO POWER COMPANY

By _____
Mitch Colburn
Vice President of Planning, Engineering &
Construction

PUBLIC UTILITY DISTRICT NO. 2 OF
GRANT COUNTY, WASHINGTON

By _____
Richard Flanigan
Senior Manager Wholesale Marketing Supply

MATL LLP

By _____
Doug Kusyk
Compliance Officer and General Counsel

PUBLIC UTILITY DISTRICT NO. 1 OF
SNOHOMISH COUNTY, WASHINGTON

By _____
Jason Zyskowski, P.E.
Assistant General Manager, Generation,
Power, Rates & Transmission Management

NORTHWESTERN CORPORATION d/b/a
NORTHWESTERN ENERGY

By _____
Michael R. Cashell
Vice President - Transmission

PUGET SOUND ENERGY, INC.

By _____
Shauna Tran
Director Load Serving Operations

EXHIBIT A

NORTHERNGRID MEMBER PLANNING PROCESS

Part A. Introduction

This Exhibit A sets forth a process used in developing the Regional Transmission Plan for the Members. The Regional Transmission Plan is not intended to be a construction plan; however, the Regional Transmission Plan is intended to provide insight and information regarding regional transmission planning.

Part B. Definitions

1. Definitions

The following terms have the following definitions when used in this Exhibit A.

1.1 Alternative Project

“Alternative Project” refers to any Sponsored Projects and Non-Transmission Alternatives and Conceptual Solutions, if any, including those identified by the Member Planning Committee.

1.2 Baseline Projects of Members

“Baseline Projects of Members” means the transmission projects included in the Members’ Local Transmission Plans plus those projects included in the prior Regional Transmission Plan that will be reevaluated (unless the Member Planning Committee has received or is aware that a project included in the prior Regional Transmission Plan has been cancelled or replaced, in which case the cancelled or replaced project will not be considered). Baseline Projects of Members do not include Committed Projects.

1.3 Committed Project

“Committed Project” means a Sponsored Project or a local project for which the developer of such project has obtained substantially all federal, county and state permits, required for the development of the project.

1.4 Conceptual Solutions

“Conceptual Solutions” means projects or concepts that are developed from the data or information provided in the Planning Cycle pursuant to Section 3.2 of this Exhibit A and that may be proposed in accordance with Section 3.2.3.

1.5 Confidential Information

“Confidential Information” has the meaning provided in Section 2.2 of the body of the Planning Agreement.

1.6 Critical Energy Infrastructure Information

“Critical Energy Infrastructure Information” or “CEII” means information as defined in 18 C.F.R. § 388.113(c), as may be amended from time to time.

1.7 Data Submittal Form

“Data Submittal Form” means the form posted on the NorthernGrid Website that is to be used to submit data, including projects and project information for consideration and also updated project information, as discussed in Section 3.2 of this Exhibit A.

1.8 Draft Final Regional Transmission Plan

“Draft Final Regional Transmission Plan” means the version of the Regional Transmission Plan that is developed pursuant to this Exhibit A and presented for stakeholder comment pursuant to Section 5.1 of this Exhibit A.

1.9 Draft Regional Transmission Plan

“Draft Regional Transmission Plan” means the version of the Regional Transmission Plan that is developed pursuant to this Exhibit A and presented for stakeholder comment pursuant to Section 4.4 of this Exhibit A.

1.10 Funding Agreement

“Funding Agreement” has the meaning provided in Section 2.6 of the body of the Planning Agreement.

1.11 Local Transmission Plan

“Local Transmission Plan” means a Member transmission provider’s plan that identifies planned new transmission facilities and facility replacements or upgrades for such transmission provider’s Transmission System.

1.12 Material Adverse Impact

“Material Adverse Impact” means one or more significant and verifiable adverse impacts on any Neighboring System that needs to be mitigated if it reduces the transfer capability of existing transmission facilities.

1.13 Member or Members

“Member” means a Person that has satisfied the eligibility requirements set forth in the Planning Agreement to become a member in NorthernGrid. “Members” is a collective reference to each Member.

1.14 Member Planning Committee

“Member Planning Committee” means the committee comprised of the representatives identified pursuant to the Member Planning Committee Charter that carries out transmission planning tasks assigned to such committee in the Planning Agreement according to the Member Planning Committee Charter.

1.15 Member Planning Committee Charter

“Member Planning Committee Charter” means the document attached as Exhibit C to the Planning Agreement that defines the manner in which the Member Planning Committee operates.

1.16 Member Need

“Member Need” means any need for transmission facilities of a Member, including any such need that is driven by reliability requirements, addresses economic considerations, or is driven by Public Policy Mandates. To the extent a transmission need is satisfied by a Committed Project, it shall not be considered a Member Need.

1.17 Member Region

“Member Region” or “NorthernGrid Member Region” is comprised of the existing or proposed transmission facilities in the Western Interconnection of its Members.

1.18 Member Region Economic Study

“Member Region Economic Study” has the meaning provided in Section 7 of this Exhibit A.

1.19 Mitigation Cost

“Mitigation Cost” means the estimated total cost of the solution that is identified to mitigate the Material Adverse Impacts on a Neighboring System caused by a project identified in the Regional Combination, under Section 4.3.

1.20 Neighboring System

“Neighboring System” means an electrically interconnected transmission system.

1.21 Non-Transmission Alternative

“Non-Transmission Alternative” means a solution that is proposed for consideration, in the planning process, as an alternative to transmission facilities.

1.22 NorthernGrid

“NorthernGrid” means the association described in the body of the Planning Agreement.

1.23 NorthernGrid Enrolled Region

“NorthernGrid Enrolled Region” is comprised of existing or proposed transmission facilities as defined in the planning process for the NorthernGrid Enrolled Region, which is incorporated into the tariffs of entities that are enrolled in such region.

1.24 NorthernGrid Website

“NorthernGrid Website” is www.northerngrid.net.

1.25 Person

“Person” means an individual, corporation, cooperative corporation, municipal corporation, quasi-municipal corporation, joint operating entity, limited liability company, mutual association, partnership, limited partnership, limited liability partnership, association, joint stock company, trust, unincorporated organization, government entity or political subdivision thereof (including a federal power marketing administration), tribes, or organization recognized as a legal entity by law in the United States or Canada.

1.26 Planning Agreement

“Planning Agreement” has the meaning provided in the preface to the body of this Agreement, as it may be amended or superseded.

1.27 Planning Cycle

“Planning Cycle” means each two-year period beginning on January 1 of even numbered years and ending on December 31 of odd numbered years, undertaken by NorthernGrid, to create the Regional Transmission Plan.

1.28 Planning Region

“Planning Region” means each of the following transmission planning regions within the Western Interconnection: California Independent System Operator Corporation, NorthernGrid Member Region, and WestConnect.

1.29 Project Sponsor

“Project Sponsor” means a Member proposing a Sponsored Project.

1.30 Public Policy Mandate(s)

“Public Policy Mandate” means any applicable public policy requirement established through one or more enacted statutes or regulations promulgated by a relevant local, state, or federal jurisdiction within the Member Region. “Public Policy Mandates” is a collective reference to each “Public Policy Mandate.”

1.31 Regional Combination

“Regional Combination” has the meaning provided in Section 4.3 of this Exhibit A.

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1.32 Regional Transmission Plan

“Regional Transmission Plan” or “Plan” means the Regional Transmission Plan developed during each biennial Planning Cycle pursuant to this Exhibit A.

1.33 Sponsored Project

“Sponsored Project” has the meaning provided in Section 3.2.3.1 of this Exhibit A.

1.34 Study Scope

“Study Scope” means the range of items to be considered in performing analysis and studies to develop the Regional Transmission Plan as described in Section 4.1 of this Exhibit A.

1.35 Submittal Window

“Submittal Window” begins on January 1 and runs through March 31 of even numbered years in each Planning Cycle except for the first Planning Cycle spanning calendar years 2022-2023, for which the Submittal Window will run through June 30, 2020.

1.36 Transmission System

“Transmission System” means, for purposes of this Exhibit A only, the existing or proposed transmission facilities of a transmission provider; *provided that* the term “Transmission System” specifically excludes any existing or proposed transmission facilities in any Planning Region other than the Member Region.

1.37 Western Interconnection

“Western Interconnection” refers to the western interconnected electric grid in North America. It spans 14 western states in the United States, the Canadian provinces of British Columbia and Alberta, and the northern portion of Baja California in Mexico.

Part C. NorthernGrid Regional Transmission Planning

2. Participation and Information Access

2.1 NorthernGrid Membership and Withdrawal from NorthernGrid

NorthernGrid membership eligibility and withdrawal from NorthernGrid are determined pursuant to the terms of the Funding Agreement and the body of the Planning Agreement.

2.2 Engagement of State, Municipal, Provincial and Tribal Governments

NorthernGrid intends to foster the collaborative involvement of state, municipal, provincial and tribal governments and may document this involvement through charters and protocols posted on the NorthernGrid Website.

2.3 Stakeholder Participation

Any Person may attend public meetings, and any Person may submit comments to materials published on the NorthernGrid Website for public comment according to the instructions included with the materials. NorthernGrid is to post notice of public meetings on the NorthernGrid Website at least seven (7) calendar days in advance of such meetings. The meeting notices will identify the date, time, and location of the meetings.

2.4 Sensitive Information

2.4.1 Protocols for Treatment and Labeling of CEII or Confidential Information

Any Person seeking to participate in the processes described in this Exhibit A must adhere to the rules and/or guidelines established by the Members concerning CEII or Confidential Information. Those rules and any guidelines will be posted on the NorthernGrid Website and updated as necessary. Confidential Information and CEII provided to NorthernGrid must be clearly marked as such.

2.4.2 Requesting and Processing Information Requests

A Person may request information from NorthernGrid by completing and submitting a written request form available on the NorthernGrid Website, specifying the information being requested. The Member Planning Committee is to determine whether any of the requested information includes CEII or Confidential Information. NorthernGrid is to provide to the requestor the information requested that NorthernGrid does not identify as information that includes any CEII or Confidential Information.

If the requested information includes CEII or Confidential Information, NorthernGrid is to notify the requestor in writing that information requested by such requestor includes CEII or Confidential Information and that the requestor must comply with restrictions imposed on access

to and use of such data (such as a non-disclosure agreement) by the entity that owns such data. NorthernGrid is, to the extent practicable, to inform the requestor of the entities with which it must enter into a non-disclosure agreement. To the extent any other entity's Confidential Information is contained within the work product of NorthernGrid, any non-disclosure agreements must be obtained with such entity prior to disclosure of Confidential Information by NorthernGrid.

The requestor shall work with each entity, as applicable, to execute non-disclosure agreements. Once NorthernGrid has received confirmation that applicable non-disclosure agreements have been executed, it is to provide the Confidential Information or CEII to the requestor. In no event shall the transmission provider or NorthernGrid be required to produce or provide to any Person information in violation of any applicable law, regulation, or other legal requirement.

NorthernGrid Planning Cycle

3. Data Gathering/Study Scope Inputs

3.1 Responsibility

The Member Planning Committee is to gather data to prepare the Study Scope and perform certain evaluations as set forth in this Exhibit A.

3.2 Data Gathering

3.2.1 General from Stakeholders

Any stakeholder may submit data for evaluation as part of the preparation of the Draft Regional Transmission Plan to address Member Needs, including such needs driven by Public Policy Mandates, and Non-Transmission Alternatives and Conceptual Solutions to address such Member Needs. A stakeholder shall use the Data Submittal Form to submit its data and may use Table A, in Section 3.2.3.2, as guidance for the types of data to be submitted. Stakeholders shall submit such data to NorthernGrid consistent with the instructions available on the NorthernGrid Website, within the Submittal Window. Stakeholders may also submit such data to NorthernGrid consistent with the instructions available on the NorthernGrid Website within the sixty (60) day time period for submitting additional information under Section 4.2. Untimely submissions will not be considered.

3.2.2 Member Information

Each Member is to submit the following information through the NorthernGrid Website within the Submittal Window:

- i. Its Local Transmission Plan and the data required by Section 3.2.3.2 for any local project that is to be evaluated by the Member Planning Committee;

- ii. Any local project the Member is identifying and submitting appropriate evidence for, such that the project may be evaluated by the Member Planning Committee for possible classification as a Committed Project;
- iii. Data used to develop its Local Transmission Plan, including projections of network customer loads and resources, projected point-to-point transmission service forecast information, existing and planned demand response resources;
- iv. Updates to previously submitted data;
- v. Member Needs, including such needs driven by Public Policy Mandates; and
- vi. Any other project that such Member intends to propose for evaluation in the Planning Cycle, including Non-Transmission Alternatives and Conceptual Solutions.

3.2.3 Proposing a Project

3.2.3.1 Sponsored Projects

A Member may propose a transmission project (a “Sponsored Project”) for evaluation in a Planning Cycle. The Member proposing such Sponsored Project is, for purposes of such Sponsored Project the “Project Sponsor”. At a minimum, the Project Sponsor must submit the data identified in Table A below for its Sponsored Project.

3.2.3.2 Minimum Data Submittal Requirements (“Project Data” or “Table A”)

| Table A: Minimum Data Submittal Requirements | |
|---|--|
| | Data / Information to be Provided |
| A | Proposed project name and name of Project Sponsor |
| B | Whether or not project is claimed to be a Committed Project |
| C | Identify Member Needs to be addressed and whether any such Member Needs are driven by Public Policy Mandates |
| D | Identify location of project, including map of proposed route |
| E | Any new facilities comprising the project (e.g., new substations and transmission lines) |
| F | Voltage level (including AC or DC) |
| G | Structure type (wood, steel, single-circuit, double-circuit, etc.) |

| Table A: Minimum Data Submittal Requirements | |
|---|--|
| | Data / Information to be Provided |
| H | Conductor type, mileage, configuration, and electrical parameters of components as necessary to model them accurately in power flow simulations (e.g., resistance, reactance, charging, ratings, etc.) |
| I | Project terminal facilities and any reactive elements (in MVAR) |
| J | Estimated cost of project |
| K | Development schedule of project |
| L | Planned in-service date of project |
| M | Whether project is an interregional transmission project |
| N | If project is an interregional transmission project, a list of any Planning Regions to which the interregional transmission project has been, or is to be, submitted for evaluation |
| O | Whether project is a merchant transmission project |
| P | Additional technical studies and analysis, if performed |
| Q | Economic considerations ¹ |

3.2.3.3 Additional Information about Sponsored Project

To the extent available, the Project Sponsor is to submit the following additional information about the Sponsored Project:

- (i) Anticipated transfer capability or path rating increase associated with the project; and
- (ii) A list of new facility outages that should be analyzed as a result of the project.

The Member Planning Committee may request additional information at any time, and the Project Sponsor shall promptly provide such other information as may reasonably be requested.

¹ Provide data supporting the economic considerations (rather than load service, reliability or Public Policy Mandates) that are driving the project. Economic considerations include but are not limited to a search for lower cost power or marketing opportunities for power or transmission service.

3.2.3.4 Submitting and Updating Sponsored Projects included in the prior Regional Transmission Plan

A Project Sponsor may update its Sponsored Project that was included in the prior Regional Transmission Plan within the Submittal Window, by submitting updates to the information required by Table A. To the extent a Project Sponsor fails to submit such updated information identified in Table A, then only that information that is readily available to the Member Planning Committee shall be utilized. For any project submitted for possible classification as a Committed Project, the Project Sponsor must demonstrate, to the reasonable satisfaction of the Member Planning Committee, that the project is a Committed Project. Sponsored Projects included in the prior Regional Transmission Plan will no longer be included in the Regional Transmission Plan for the current Planning Cycle if:

- (i) Such project no longer satisfies a Member Need; or
- (ii) The Project Sponsor has withdrawn or completed such project.

3.2.4 Submittal Form and Due Date

All data / information submitted pursuant to the requirements described in Sections 3.2.1 through 3.2.3 shall be submitted within the Submittal Window to NorthernGrid using the Data Submittal Form (available on the NorthernGrid Website), consistent with the instructions available on the NorthernGrid Website.

3.2.5 Use of Submitted Information

By submitting data/information to NorthernGrid, the Person submitting such data/information authorizes the use of the data/information in all NorthernGrid processes without compensation in any form. Any data/information made available or otherwise provided by NorthernGrid shall be “AS IS” and any reliance on such data/information is at one’s own risk, without warranty and without any liability of NorthernGrid (or any committee or committee members of NorthernGrid) or any Member.

3.3 Review of Submitted Information

The Member Planning Committee is to review the information submitted in accordance with Sections 3.2.3. If a Project Sponsor fails to meet the information requirements set forth in Section 3.2.3, the Member Planning Committee is to notify the Project Sponsor of the reasons for such failure. Each Project Sponsor shall have an opportunity to remedy deficiencies in its submitted information. If a Project Sponsor fails to fully remedy such deficiencies by the first April 15th of the Planning Cycle, the Sponsored Project proposed by such Project Sponsor in accordance with Section 3.2.3 shall be deemed withdrawn.

3.4 Untimely or Improperly Submitted Information

Untimely (*i.e.*, information received by NorthernGrid prior to the opening of the Submittal Window or after the Submittal Window has closed, with the exception of (i) information submitted no later than fifteen (15) days after the close of the Submittal Window to remedy a deficiency notice from the Member Planning Committee or (ii) additional data, including

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projects, for evaluation as part of the preparation of the Draft Regional Transmission Plan to address Member Needs identified in the draft Study Scope that is submitted in accordance with Section 4.2) or information improperly submitted pursuant to Section 3.2.3, will not be considered.

4. Development of Draft Regional Transmission Plan

4.1 Study Scope Development

The Member Planning Committee shall develop a draft Study Scope. The draft Study Scope shall describe:

- a. Projects submitted and data gathered in accordance with Section 3.2;
- b. Any Committed Projects (if any project included in the prior Regional Transmission Plan is determined by the Member Planning Committee to be a Committed Project, such project shall be included in the Draft Regional Transmission Plan as a Committed Project and shall not be subject to further evaluation in this Planning Cycle);
- c. The detailed study methodology;
- d. Reliability criteria to be considered;
- e. Member Needs, including needs driven by Public Policy Mandates;
- f. Assumptions (including loads, resources, desired flows, and constraints);
- g. Baseline Projects of Members;
- h. Each Alternative Project to be considered;
- i. Each Non-Transmission Alternative to be considered;
- j. Databases to be utilized; and
- k. Evaluation scenarios.

4.2 Review and Comment; Consideration of Comments; Update to Study Scope

Upon completion of the development of the draft Study Scope, the Member Planning Committee is to schedule a public meeting to review the Study Scope and solicit comments from stakeholders. NorthernGrid is to post the draft Study Scope and notice of the public meeting on the NorthernGrid Website at least seven (7) calendar days in advance of such meeting.

At the public meeting, the Member Planning Committee is to present the draft Study Scope to stakeholders for comment. Stakeholders have fifteen (15) calendar days following the meeting to submit written comments on the draft Study Scope. NorthernGrid is to:

- a. Post any written comments received;
- b. Post any responses to written comments within fifteen (15) calendar days after the comment period closes; *provided* that the co-chairs of the Member Planning Committee may extend the time for posting such responses to the extent necessary to allow time to adequately consider and respond; and
- c. Make modifications in response to comments received, as the Member Planning Committee deems appropriate, and finalize the draft Study Scope.

In addition to the opportunity to comment on the draft Study Scope in accordance with this Section, stakeholders shall also have sixty (60) days following the posting of the draft Study Scope to submit additional data, including projects, for evaluation as part of the preparation of the Draft Regional Transmission Plan to address Member Needs identified in the draft Study Scope, including such needs driven by Public Policy Mandates, and Non-Transmission Alternatives and Conceptual Solutions to address such Member Needs. Stakeholders shall use the Data Submittal Form to submit data and may use Table A, in Section 3.2.3.2, as guidance for the types of data to be submitted. Stakeholders shall submit such data to NorthernGrid consistent with the instructions available on the NorthernGrid Website, within the sixty (60) day period set forth in this Section. Untimely submissions will not be considered.

After considering comments and any additional information submitted pursuant to this Section, the Member Planning Committee may modify the draft Study Scope and is to finalize the Study Scope. NorthernGrid is to post the final Study Scope on the NorthernGrid Website. The Member Planning Committee is to document its analysis and results in the Draft Regional Transmission Plan, including the rationale for selecting and excluding transmission needs driven by Public Policy Mandates.

4.3 Analysis; Documentation in Draft Regional Transmission Plan

The Member Planning Committee is to evaluate combinations of the Baseline Projects of Members and Alternative Projects to identify whether there may be a combination that effectively satisfies all Member Needs (“Regional Combination”). If a project does not meet any Member Need, it will not be considered by the Member Planning Committee for inclusion in the Draft Regional Transmission Plan.

Once the Member Planning Committee becomes aware of a Material Adverse Impact on a Neighboring System caused by a Sponsored Project or Alternative Project identified in the Regional Combination, the Project Sponsor is to coordinate with the Neighboring Systems to assess the facilities necessary to mitigate the Material Adverse Impact on the Neighboring Systems. If the Material Adverse Impact cannot be mitigated (by actions within the Member Region or the Neighboring Systems), or the Project Sponsor does not identify solutions to mitigate the Material Adverse Impact on the Neighboring Systems, the Sponsored Project or Alternative Project identified in the Regional Combination will not be included in the Draft Regional Transmission Plan. The Project Sponsor will provide the Mitigation Cost for each Material Adverse Impact to the Member Planning Committee. The Member Planning Committee will determine the Mitigation Cost for each Material Adverse Impact for any

Conceptual Solution. The Member Planning Committee will review and adjust the Mitigation Cost for each project and then associate the Mitigation Cost of each Material Adverse Impact to each project causing the Material Adverse Impact. The Planning Committee is to document its analysis and results in the Draft Regional Transmission Plan.

4.4 Review and Comment; Consideration of Comments; Update Draft Regional Transmission Plan

Upon development of the Draft Regional Transmission Plan, the Member Planning Committee is to schedule a public meeting to review the Draft Regional Transmission Plan and solicit comments from stakeholders. The Member Planning Committee is to post the Draft Regional Transmission Plan and notice of the public meeting on the NorthernGrid Website at least seven (7) calendar days in advance of such meeting.

At the public meeting, the Member Planning Committee is to present the Draft Regional Transmission Plan to stakeholders for comment. Stakeholders have fifteen (15) calendar days following the meeting to submit written comments on the Draft Regional Transmission Plan. Comments may include changes to the data provided pursuant to Section 3.2.

The Member Planning Committee is to:

- a. Post any written comments received;
- b. Post any responses to written comments within fifteen (15) calendar days after the comment period closes; *provided* that the co-chairs of the Member Planning Committee may extend the time for posting such responses to the extent necessary to allow time to adequately consider and respond; and
- c. Make modifications in response to comments received, as the Member Planning Committee deems appropriate, to the Draft Regional Plan.

4.5 Updates to the Draft Regional Plan

The Member Planning Committee may update the Study Scope and Draft Regional Transmission Plan as necessary based upon additional information about new or changed circumstances related to loads, resources, transmission projects or Alternative Solutions, or identified changes to data provided.

4.6 Comparability

In developing the Study Scope and the Draft Regional Transmission Plan, the Member Planning Committee is to consider all timely submitted information, including information and comments received from stakeholders, comparably to address Member Needs including reliability requirements, economic considerations, and Public Policy Mandates.

5. Regional Transmission Plan

5.1 Preparation and Posting of Draft Final Regional Transmission Plan

The Member Planning Committee is to post a Draft Final Regional Transmission Plan by the end of the last September in the Planning Cycle. The Draft Final Regional Transmission Plan is to include the results from the planning analysis performed in accordance with Sections 4.3 and 4.4.

5.2 Review and Comment; Consideration of Comments; Update Draft Final Regional Transmission Plan; Regional Transmission Plan

The Member Planning Committee is to schedule a public meeting to present the Draft Final Regional Transmission Plan and solicit comments from stakeholders. NorthernGrid is to post the Draft Final Regional Transmission Plan and notice of the public meeting on the NorthernGrid Website at least seven (7) calendar days in advance of such meeting.

Stakeholders have fifteen (15) calendar days following the meeting to submit written comments on the Draft Final Regional Transmission Plan. NorthernGrid is to:

- a. Post any written comments received;
- b. Post any responses to written comments within fifteen (15) calendar days after the comment period closes; *provided* that the co-chairs of the Member Planning Committee may extend the time for posting such responses to the extent necessary to allow time to adequately consider and respond;
- c. Make modifications in response to comments received, as the Member Planning Committee deems appropriate, to the Draft Final Regional Transmission Plan; and
- d. Cause the Final Regional Transmission Plan developed through the processes outlined in this Exhibit A to be issued.

Part D. Interregional Coordination and Cost Allocation Process

6. Interregional Coordination

To the extent practical and consistent with the planning process described in this Exhibit A, each Member will endeavor to collaborate with all other Members to facilitate NorthernGrid's participation in coordinated interregional transmission planning and annual exchange of information among California Independent System Operator Corporation, NorthernGrid Enrolled Region, and WestConnect.

Part E. Request For Member Region Economic Study

7. Requests For Member Region Economic Study

7.1 Performance of Member Region Economic Study

NorthernGrid may perform economic studies related to conditions within the Member Region (“Member Region Economic Studies”) as provided herein. To the extent that NorthernGrid performs any Member Region Economic Study, the actual cost of such study will be borne by the requesting entity. Performance of Member Region Economic Studies will be in accordance with Section 7 of this Exhibit A and subject to availability of planning resources of Members in relation to other Member priorities.

7.2 Stakeholder Requests to Perform a Member Region Economic Study

A stakeholder, which includes Members, may request that NorthernGrid initiate a Member Region Economic Study to examine scenarios where potential transmission solutions or investments, with respect to the NorthernGrid Member Region, could result in:

- a. a net reduction in total production cost to supply system load;
- b. reduced congestion; or
- c. the integration of new resources and/or loads on an aggregate or regional basis.

7.2.1 Study Characteristics

Any request for a Member Region Economic Study should focus on evaluating high-level metrics depicting various possible future scenarios of expanding the power system and quantifying the advantages and disadvantages associated with each scenario. A Member Region Economic Study will not assess the performance of individual assets.

7.2.2 Study Report

A Member Region Economic Study will be documented in a stand-alone report that is separate from the Regional Transmission Plan.

7.3 Submission and Consideration of Requests for Member Region Economic Study

Requests for a Member Region Economic Study shall be submitted and considered as follows:

- a. Between January 1 and March 31 each year, a stakeholder may submit a request for a Member Region Economic Study to NorthernGrid through the NorthernGrid Website.

- b. Any request for Member Region Economic Study must describe the information to be evaluated and include information known by the requester that is relevant to the requested study.
- c. For any Member Region Economic Study performed, the Member Planning Committee in the context of a request for a Member Region Economic Study is to develop a rough work scope and cost estimate for all requested Member Region Economic Studies.
- d. By no later than June 1 of each year, NorthernGrid is to hold a meeting of the Member Planning Committee for the members of the Member Planning Committee to discuss, identify, and prioritize, Member Region Economic Studies to be performed in a given year by NorthernGrid, taking into consideration their impact on other NorthernGrid priorities. Member Region Economic Studies are intended to be completed by calendar year end.
- e. The Member Planning Committee may agree to hold a meeting(s) to discuss and resolve any issue concerning the timing and substance of the Member Region Economic Studies.

The foregoing timelines are subject to adjustment as determined by the Member Planning Committee.

7.4 Support for the Preparation of Member Region Economic Studies

For the development of each Member Region Economic Study, the Member Planning Committee is to coordinate with the Members to support NorthernGrid's performance of any study. To facilitate this support, NorthernGrid is to post on the NorthernGrid Website the models, files, cases, contingencies, assumptions and other information used to perform any study. NorthernGrid may establish requirements that any Member or a member of the Member Planning Committee must satisfy in order to access certain information used to perform the study, due to CEII constraints. NorthernGrid may ask Members with expertise to provide technical support or perform studies required to assess one or more potential needs that will be considered in the Member Region Economic Study process. NorthernGrid is to convene meetings open to any representative of an entity that is a member of the Member Planning Committee to facilitate input on draft Member Region Economic Studies.

7.5 Publication of Member Region Economic Study Report

The Member Planning Committee is to post its Member Region Economic Study reports on the NorthernGrid Website, subject to CEII constraints. Member Region Economic Studies containing CEII will be posted as password-protected documents.

EXHIBIT B

Form of Addendum Joining Additional Party to the Planning Agreement

The undersigned joins as a Party to the NorthernGrid Planning Agreement For Planning Cycle 2022-2023, as may be amended from time-to-time, (the “Planning Agreement”) and agrees to all the terms and conditions as set forth in the Planning Agreement. The undersigned shall receive all notices provided pursuant to the Planning Agreement. This Addendum Joining Additional Party to the Planning Agreement (“Addendum”) is incorporated by this reference into the Planning Agreement. This Addendum and the Planning Agreement collectively set forth the entire agreement between the undersigned and the existing Parties to the Planning Agreement on the subject matter of the Planning Agreement, and supersedes all prior agreements between the undersigned and the existing Parties to the Planning Agreement with respect to its subject matter. This Addendum shall be effective upon execution.

IN WITNESS WHEREOF, the undersigned executes this Addendum on the date set forth below.

By _____

Date: _____

(Print Signature)

(Title)

(Name of Company)

(Street Address)

(City, State, Zip Code)

Email: _____

Phone: _____

Fax: _____

EXHIBIT C

NORTHERNGRID

MEMBER PLANNING COMMITTEE

CHARTER

Adopted:

Table of Contents

| | |
|---|---|
| ARTICLE 1. PURPOSE AND LIMITATIONS..... | 1 |
| 1.1 <u>Purpose</u> | 1 |
| 1.2 <u>Limitations</u> | 1 |
| 1.3 <u>Confidential Information</u> | 1 |
| ARTICLE 2. PARTICIPATION | 1 |
| 2.1 <u>Participants</u> | 1 |
| 2.2 <u>Definition</u> | 2 |
| 2.3 <u>Stakeholder Participation; Eligibility to Vote</u> | 2 |
| ARTICLE 3. REPRESENTATIVES | 2 |
| 3.1 <u>General Powers</u> | 2 |
| 3.2 <u>Appointment of Representatives or Alternates</u> | 2 |
| 3.3 <u>Identification of Committee Members</u> | 2 |
| 3.4 <u>Alternates</u> | 2 |
| 3.5 <u>Authority</u> | 3 |
| 3.6 <u>Representative Disclaimer</u> | 3 |
| 3.7 <u>Non-Attendance</u> | 3 |
| 3.8 <u>No Compensation from NorthernGrid</u> | 3 |
| ARTICLE 4. REPRESENTATIVE MEETINGS..... | 3 |
| 4.2 <u>Regular Meetings; Notice and Minutes</u> | 3 |
| 4.3 <u>Other Sessions</u> | 3 |
| 4.4 <u>Procedure</u> | 4 |
| 4.5 <u>Representative List</u> | 4 |
| 4.6 <u>Quorum</u> | 4 |
| 4.7 <u>Decision Making</u> | 4 |
| 4.8 <u>Remote Participation</u> | 4 |
| ARTICLE 5. CO-CHAIRS | 4 |
| 5.1 <u>Officers, Election, and Term</u> | 4 |
| 5.2 <u>Co-Chairs</u> | 5 |

5.3 Removal 5
5.4 Resignation..... 5
5.5 Vacancies 5
ARTICLE 6. MISCELLANEOUS 5
6.1 Dispute Resolution..... 5
6.2 Amendments..... 5

MEMBER PLANNING COMMITTEE

CHARTER

OF

NORTHERNGRID

(An Unincorporated Association)

This document sets forth the charter of the NorthernGrid Member Planning Committee (“Committee”).

ARTICLE 1. PURPOSE AND LIMITATIONS

1.1 Purpose. The Committee, made up of representatives appointed pursuant to Section 3.2 below and the co-chairs of the Enrolled Parties and States Committee, shall carry out the responsibilities assigned to the Committee in the NorthernGrid Planning Agreement For Planning Cycle 2022-2023 (“Planning Agreement”). Capitalized terms that are not otherwise defined and that are used in this charter have the same meaning as in the Planning Agreement. The Committee shall act in accordance with the Planning Agreement, this charter, and applicable legal and regulatory requirements. The Committee operates independently of any other NorthernGrid committee.

1.2 Limitations. The Committee does not have the authority to amend, alter or repeal the Planning Agreement. Nothing in this charter shall prevent any representative appointed to this Committee from acting in accordance with any legal requirement.

1.3 Confidential Information. Any confidential information is to be treated in accordance with the Planning Agreement or other applicable confidentiality agreements.

ARTICLE 2. PARTICIPATION

2.1 Participants. The Committee is composed of representatives of the Members, the co-chairs of the Enrolled Parties and States Committee, and a tribal representative. The initial tribal representative may be an interim representative appointed by the Members, such as an individual serving, or who has previously served, as the tribal representative with ColumbiaGrid on July 1, 2019. NorthernGrid intends to develop protocols to foster the collaborative involvement of tribal governments, and upon adoption, such protocols may guide the selection of the tribal representative.

2.2 Definition. Members are entities that executed the Planning Agreement.

2.3 Stakeholder Participation; Eligibility to Vote. Any stakeholder may participate in Committee meetings. However, only the representatives (or, consistent with Sections 3.3 and 3.4, the applicable alternate) of Members appointed to the Committee, the co-chairs of the Enrolled Parties and States Committee, and tribal representative are eligible to vote on matters before the Committee.

ARTICLE 3. REPRESENTATIVES

3.1 General Powers. The business and affairs of the Committee shall be carried out through representatives appointed to the Committee in accordance with Section 3.2, the co-chairs of the Enrolled Parties and States Committee, and the tribal representative. The co-chairs of the Enrolled Parties and States Committee participate in this Committee as representatives of the Enrolled Parties and States Committee. The tribal representative participates in this Committee as a representative of the Indian tribes affected by decisions made by NorthernGrid processes. The Committee's functions are to carry out the purpose as set forth in Section 1.1.

3.2 Appointment of Representatives or Alternates. Each Member may appoint one (1) representative and one (1) alternate to the Committee. Additionally the affected Indian tribes may collectively appoint one (1) representative and one (1) alternate to the Committee. Each Member and, collectively, the affected Indian tribes may appoint the individuals they choose as representative(s) or alternate(s), but it is contemplated that individuals appointed would have skills or roles relevant to the work of this Committee. A Member and, collectively, the affected Indian tribes may appoint and/or change its own representative(s) or alternate(s) at any time; provided, however, a representative or alternate must be appointed at least one (1) business day in advance of a meeting for that person to be eligible to participate in decision making at the meeting.

3.3 Identification of Committee Members. Notices of appointment and contact information for each representative and alternate shall be submitted through the NorthernGrid website, www.northerngrid.net. A list of each representative and alternate and their contact information shall be maintained on the NorthernGrid website. Contact information of the co-chairs of the Enrolled Parties and States Committee is to be found on the NorthernGrid website. If an entity ceases to be a Member, that entity's previously appointed representative and alternate shall no longer be on the Committee.

3.4 Alternates. Except as provided in Section 5.1 as to eligibility for election as a co-chair, all references in this charter to a representative include his or her alternate acting when that representative is absent. For clarity, whenever a given representative is absent, the alternate appointed by the applicable entity for that position may act and has all authority, and the alternate is considered as the representative for all purposes of that meeting (including establishing a quorum), or any actions taken or considered at such meeting; provided however,

when the person appointed as representative is present, the alternate for that representative has no role or authority.

3.5 Authority. An appointed representative has authority to act on this Committee on behalf of his or her appointing Member or the affected Indian tribes.

3.6 Representative Disclaimer. Actions or positions taken or not taken by a representative of a state through this Committee do not constitute a prejudgment of any issue in any proceeding at any time before any agency of that representative's state.

3.7 Non-Attendance. If neither a given representative, nor his or her alternate, attends three (3) consecutive meetings, that position no longer counts for purposes of establishing a quorum on this Committee. At such time as the representative or a newly appointed representative attends a meeting, that position again counts for purposes of establishing a quorum.

3.8 No Compensation from NorthernGrid. Representatives and the co-chairs of the Enrolled Parties and States Committee shall not receive compensation or reimbursement of expenses from NorthernGrid.

ARTICLE 4. REPRESENTATIVE MEETINGS

4.1 Open Meetings and Limitations. Public meetings held by the Committee are open to stakeholder participation; provided, however, that attendance may be restricted at a meeting to the extent necessary to address non-public information, critical energy infrastructure information, or other legal or regulatory requirements.

4.2 Regular Meetings; Notice and Minutes. The Committee shall hold regular meetings at such times and locations as the Committee shall from time-to-time establish. The schedule of such meetings will be posted on NorthernGrid's website stating dates, times, and locations. Special meetings of the Committee may be called at any time by the co-chairs. Notice of all meetings shall be transmitted by email by or on behalf of the co-chairs to all representatives and alternates and the co-chairs of the Enrolled Parties and States Committee not less than seven (7) calendar days before each meeting. Notice shall also be posted on NorthernGrid's website, and contain the date, time and location of the special meeting. Meeting materials, if any, shall be posted on the NorthernGrid website prior to meeting. The co-chairs shall cause minutes, including a list of attendees, of each meeting held pursuant to this section to be taken and posted on NorthernGrid's website.

4.3 Other Sessions. The co-chairs may convene non-public sessions as may be necessary or as requested by any representative or the co-chairs of the Enrolled Parties and States Committee. Notice of any separate non-public meetings shall be transmitted via email by or on behalf of the chair to all representatives and alternates and the co-chairs of the Enrolled Parties

and States Committee not less than seven (7) calendar days before each such meeting. Notice shall also be posted on NorthernGrid's website, and contain the date, time and location of the non-public meeting.

4.4 Procedure. The co-chairs shall establish the agenda for all meetings.

4.5 Representative List. The co-chairs shall update and post the representative list including appointed alternates on the NorthernGrid's website one (1) business day in advance of each meeting, and the updated list will be used to determine the persons whose presence (in any approved manner) will be counted for establishing a quorum at that upcoming meeting.

4.6 Quorum. Subject to the provisions of Section 3.7, seventy-five percent (75%) of the representatives and the co-chairs of the Enrolled Parties and States Committee must participate in a meeting for a decision to occur at the meeting.

4.7 Decision Making. Except as provided for in Article 5, at any meeting of the Committee at which a quorum is achieved, any business under the Committee's authority may be transacted, and the Committee may exercise all of its powers. The Committee shall strive to make its decisions by consensus. A representative or either of the co-chairs of the Enrolled Parties and States Committee may request that a vote be conducted, however, and, once requested, a vote shall be taken. Except as provided for in Article 5, if a vote is required, the affirmative vote of seventy-five percent (75%) of the individuals in attendance (the representatives and the co-chairs of the Enrolled Parties and States Committee) is required to act at a meeting.

4.8 Remote Participation. Representatives and the co-chairs of the Enrolled Parties and States Committee may participate in Committee meetings by means of communications equipment where all persons may participate and be heard. Participation by such means constitutes presence at the meeting.

ARTICLE 5. CO-CHAIRS

5.1 Officers, Election, and Term. The officers of the Committee shall be the co-chairs. On a biannual basis coinciding with the first meeting of the Committee in an even-numbered calendar year, the Enrolled Parties shall elect, by majority vote, from among the Enrolled Party representatives a co-chair. On a biannual basis coinciding with the first meeting of the Committee in an odd-numbered calendar year, the non-jurisdictional Members shall elect, by majority vote, from among the non-jurisdictional Members a co-chair. Co-chair terms are for two (2) years, except as provided in the next sentence. At the beginning of the first biennial Planning Cycle commencing on January 1, 2020, a co-chair from each class will be elected, and that first non-jurisdictional Members co-chair term will be for one (1) year.

5.2 Co-Chairs. A co-chair shall preside at all meetings of the Committee. The chairs shall otherwise perform the other duties usually inherent in such office.

5.3 Removal. The Committee, acting as a whole, may remove any officer from the officer position whenever a quorum as defined in Section 4.6 exists and, by an affirmative vote as defined in Section 4.7, it is decided that removal will serve the best interests of the Committee.

5.4 Resignation. Any officer may resign from the co-chair position at any time by giving written notice to the Committee. Any resignation shall take effect on the date and time specified by that notice. The acceptance of the resignation is not necessary to make it effective. The resignation of a position as co-chair does not itself remove that representative from the Committee.

5.5 Vacancies. Vacancies in any office arising from any cause shall be filled by a representative of the Enrolled Parties or non-jurisdictional Members, as applicable, from which the vacant position arose, at the next meeting by a majority vote of the representatives as provided in Section 5.1. The newly appointed officer will complete the vacancy term.

ARTICLE 6. MISCELLANEOUS

6.1 Dispute Resolution. Disputes shall be subject to the dispute resolution process outlined in the Planning Agreement.

6.2 Amendments. This charter may be amended in whole or in part by the Members by amending the Planning Agreement. Periodically, the Committee should review this charter and may propose changes to this charter to the Members. All amendments to this charter shall be set forth in writing and effective upon approval by the Members.

EXHIBIT D

Notices

1. Provision of Notice

Whenever a Party is required or elects to provide notice to another Party pursuant to this Planning Agreement, notice shall be provided in writing by a nationally recognized delivery service or by United States Certified Mail or by electronic mail, and shall be submitted to the applicable Party(ies) representatives at the addresses listed below. A Party may update the contact information for its representatives by providing notice pursuant to the foregoing sentence to all other Parties, and to the Project Coordinator. The Parties shall instruct the Project Coordinator to maintain an updated list of the representatives for each Party on the NorthernGrid website. Notices are effective upon receipt.

2. Business Representatives

Any notice or request, apart from a notice or request of a technical planning nature, by any Party shall be made to the following representatives:

AVISTA CORPORATION
1411 E. Mission Ave.
P. O. Box 3727
Spokane, WA 99220-3727
Attn: Manager, Transmission Services

THE CITY OF SEATTLE—CITY LIGHT
DEPARTMENT
700 Fifth Avenue, Suite 3200
P. O. Box 34023
Seattle, WA 98124
Attn: Manager, System Planning

BONNEVILLE POWER ADMINISTRATION
P.O. Box 491
Vancouver, WA 98666-0491
Attn: Ravi Aggarwal

IDAHO POWER COMPANY

1221 West Idaho Street
P.O. Box 70
Boise, ID 83702
Attn: Jared Ellsworth

THE CITY OF TACOMA, DEPARTMENT
OF PUBLIC UTILITIES, LIGHT DIVISION
3628 South 35th Street, ABS Main Floor SW
Tacoma, WA 98409
Attn: John Nierenberg

MATL LLP
200, 425 – 1st Street SW Calgary
AB T2P 3L8 Canada
Attn: Younglae Kim

NORTHWESTERN CORPORATION d/b/a
NORTHWESTERN ENERGY
11 East Park Street
Butte, MT 59701
Attn: M. Andrew McLain

Wenatchee, WA 98801
Attn: Chad Bowman
PUBLIC UTILITY DISTRICT NO. 2 OF
GRANT COUNTY
P.O. Box 878
Ephrata, WA 98823
Attn: Rod Noteboom

NV ENERGY
7155 Lindell Rd.
Las Vegas, NV 89188
Attn: Joshua Langdon

PUBLIC UTILITY DISTRICT NO. 1 OF
SNOHOMISH COUNTY
2320 California Street
P.O. Box 1107
Everett, WA 98206-1107
Attn: John D. Martinsen

PACIFICORP
825 NE Multnomah Street, Suite 1600
Portland, OR 97232
Attn: Brian Fritz

PUGET SOUND ENERGY, INC.
P.O. Box 97034
Bellevue, WA 98009
Attn: Director Load Serving Operations

PORTLAND GENERAL ELECTRIC
26 SW Salmon Street, 3WTC0409
Portland, OR 97204
Attn: Shaun Foster

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY
327 N. Wenatchee Ave

2. Technical Contacts

Any notice or request of a technical planning nature by any Party shall be made to the following representatives:

AVISTA CORPORATION
1411 E. Mission Ave.
P. O. Box 3727
Spokane, WA 99220-3727
Attn: Manager, System Planning
john.gross@avistacorp.com

THE CITY OF TACOMA, DEPARTMENT
OF PUBLIC UTILITIES, LIGHT DIVISION
3628 South 35th Street, ABS Main Floor
SW
Tacoma, WA 98409
Attn: Khanh Thai
kthai@cityoftacoma.org

THE BONNEVILLE POWER
ADMINISTRATION
P.O. Box 61409
Vancouver, WA 98666-0491
Attn: Richard Bustamante
rxbustamante@bpa.gov

THE CITY OF SEATTLE—CITY LIGHT
DEPARTMENT

700 Fifth Avenue, Suite 3200
P. O. Box 34023
Seattle, WA 98124
Attn:

IDAHO POWER COMPANY
1221 West Idaho Street
P.O. Box 70
Boise, ID 83702
Attn: Jared Ellsworth
jellsworth@idahopower.com

MATL LLP
200, 425 – 1st Street SW Calgary
AB T2P 3L8 Canada
Attn: Younglae Kim
younglae.kim@enbridge.com

NORTHWESTERN CORPORATION d/b/a
NORTHWESTERN ENERGY
11 East Park Street
Butte, MT 59701
Attn: Chelsea Loomis
chelsea.loomis@northwestern.com

NV ENERGY
6100 Neil Road
Reno, NV 89511
Attn: Alex Fratkin

PACIFICORP
825 NE Multnomah Street, Suite 1600
Portland, OR 97232
Attn: Kishore Patel
kishore.patel@pacificorp.com

PORTLAND GENERAL ELECTRIC
26 SW Salmon Street, 3WTC0503
Portland, OR 97204
Attn: Jennifer Galaway
Jennifer.Galaway@pgn.com
PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY
327 N. Wenatchee A
Wenatchee, WA 98801
Attn: Steve Wickel
steven.wickel@chelanpud.org

PUBLIC UTILITY DISTRICT NO. 2 OF
GRANT COUNTY
P.O. Box 878
Ephrata, WA 98823
Attn: Richard Maguire
rmaguire@gcpud.org

PUBLIC UTILITY DISTRICT NO. 1 OF
SNOHOMISH COUNTY
2320 California Street
P.O. Box 1107
Everett, WA 98206-1107
Attn: John D. Martinsen
jdmartinsen@snopud.com

PUGET SOUND ENERGY, INC.
P.O. Box 97034
Bellevue, WA 98009
Attn: Manager Transmission Policy and
Contracts
shauna.tran@pse.com