

# **APPENDIX 24**

**Transmission to Transmission Interconnection Agreement  
For the Dorsey-Iron Range International Power Line**

**by and among**

**Manitoba Hydro**

**and**

**ALLETE, Inc.**

Dated: SEPTEMBER 29, 2016

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**THIS TRANSMISSION TO TRANSMISSION INTERCONNECTION AGREEMENT FOR THE DORSEY-IRON RANGE INTERNATIONAL POWER LINE** (“Agreement”), made as of SEPTEMBER 29, 2016 is entered into by and among Manitoba Hydro, a Manitoba Crown Corporation (hereinafter “MH”) and Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation, (hereinafter “MP”). MH and MP are referred to herein individually as “Party” and collectively as “Parties”.

## **RECITALS**

### **WHEREAS:**

MH is the owner and operator of electric transmission facilities in the province of Manitoba, Canada and provides transmission service over said transmission facilities pursuant to the Manitoba Hydro Open Access Transmission Tariff (“MH Tariff”); and

MP is the owner and operator of electric transmission facilities in the United States of America (“U.S.”) that are interconnected with the transmission facilities of MH; and

The Midcontinent Independent System Operator, Inc. (“MISO”), a FERC-approved Regional Transmission Organization, has functional control over the transmission facilities of MP and provides transmission service over said facilities pursuant to the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff (“MISO Tariff”); and

MISO is a signatory to this Agreement for acknowledgement purposes only and takes no position on the rates, terms and conditions of the Agreement; and

MH entered into a Facilities Construction Agreement dated October 5, 2015 under the MH Tariff to design, construct and install certain transmission facilities extending from its Dorsey Substation in Manitoba to the Canada-U.S. international boundary (the “Dorsey IPL”) in order to grant various transmission service requests submitted by MH’s marketing function (“MHEM”); and

The merchant function of MP (“MP-merchant”), the transmission function of MP, and 6690271 Manitoba Ltd. (“6690271”), a wholly owned subsidiary of MH, have agreed, pursuant to a Multi-Party Facilities Construction Agreement (“MPFCA”) dated September 25, 2014 under the MISO Tariff, to design, construct and install certain transmission facilities extending from a new Iron Range Substation in Minnesota to the Canada-U.S. international boundary (the “Great Northern Transmission Line”) in order to grant various transmission service requests submitted by certain MISO transmission customers, including MP-merchant and MHEM; and

6690271 intends to assign its obligations to design, construct and install the Great Northern Transmission Line to MP, pursuant to Section 7.1 of the MPFCA; and

MH and MP must interconnect the Dorsey IPL and the Great Northern Transmission Line, collectively forming the Dorsey – Iron Range IPL (“Interconnection”), in order to provide the transmission service requested under the MH Tariff and MISO Tariff, therefore requiring coordination of the design, construction and installation of the facilities comprising the Interconnection; and

MH intends to own, operate and maintain the Dorsey IPL; and

MP intends to own, operate and maintain the Great Northern Transmission Line, once in service; and

The Parties desire to enter into this Agreement to address certain matters concerning the design, construction and interconnected operation of the facilities comprising the Interconnection.

**NOW THEREFORE**, in consideration of the mutual representations, covenants and agreements set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

**ARTICLE 1**  
**INTERPRETATION AND DEFINITIONS**

**1.1 No Interpretation Against Drafter**

The Parties agree that each Party participated in the drafting of this Agreement and was represented by competent legal counsel. No rule of construction or interpretation against the drafter shall be applied to the construction or interpretation of this Agreement.

**1.2 Articles/Sections/Schedules**

References to Articles, Sections or Schedules shall be interpreted as references to Articles, Sections or Schedules of this Agreement unless specified otherwise.

**1.3 Defined Terms**

The following capitalized terms shall have the following meanings wherever used in this Agreement:

**1.3.1** “Agreement” means this Agreement, the Schedules attached hereto and all amendments made thereto by written agreement between the Parties in accordance with the provisions of this Agreement.

**1.3.2** “Applicable Law” means any and all constitutions, charters, acts, statutes, laws (including but not limited to, all environmental laws), common law, decrees, ordinances, regulations, Tariffs and rules or orders issued by a Governmental Authority having jurisdiction over the Parties, their respective facilities and/or the respective services they provide, as all of the above may be amended or superseded from time to time, and as applicable to MP and MH in accordance with Section 13.5.

**1.3.3** “Balancing Authority” means an entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area and supports frequency in real time in NERC’s Eastern Interconnection.

- 1.3.4** “Balancing Authority Area(s)” means the collection of generation, transmission and loads within the metered boundaries of the Balancing Authority, within which the Balancing Authority maintains load-resource balance.
- 1.3.5** “Bankrupt” means a Party that becomes subject to a voluntary or involuntary dissolution, winding-up, total or partial liquidation, reorganization or bankruptcy, insolvency, receivership or other similar statutory or common law proceeding or arrangement involving such Party, or the readjustment of liabilities of such Party, or any assignment or marshalling of the assets or liabilities of such Party for the benefit of creditors.
- 1.3.6** “Bulk Electric System” has the meaning set forth in the NERC Glossary of Terms used in NERC Reliability Standards.
- 1.3.7** “Business Day” means any day other than a Saturday, Sunday or a Canadian or U.S. national holiday observed by the Party performing the obligation.
- 1.3.8** “Canadian Facilities” has the meaning set forth in Schedule “A”.
- 1.3.9** “Committee(s)” shall mean the Interconnection Committee, sub-committees and working groups.
- 1.3.10** “Critical Energy Infrastructure Information” or “CEII” means:
- a. Specific engineering, vulnerability or detailed design information about proposed or existing critical infrastructure that:
    - (i) Relates details about the production, generation, transportation, transmission or distribution of energy;
    - (ii) Could be useful to a person in planning a physical or cyber attack on critical infrastructure;
    - (iii) Is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. § 552 or the Freedom of Information and Protection of Privacy Act (S.M. 1997, c.50); and
    - (iv) Does not simply give the general location of the critical infrastructure; or
  - b. Data concerning existing and proposed systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health or safety or any combination of those matters.



- 1.3.11** “Disclosing Party” has the meaning set forth in Section 11.1.
- 1.3.12** “Dispute” means a dispute between any of the Parties arising under or related to this Agreement or any decision of the Interconnection Committee made pursuant to Section 3.2.1 subject to the following: (1) The failure of Interconnection Committee representatives to agree on a matter requiring the unanimous agreement of the Interconnection Committee shall not qualify as a Dispute, unless the matter relates to the failure of adoption of a Facility Operating Procedure as described in Section 1.4(b) of Schedule “B”; (2) the termination of this Agreement pursuant to Section 14.2, shall not be considered a Dispute.
- 1.3.13** “Dorsey IPL” has the meaning set forth in the Recitals.
- 1.3.14** “Effective Date” has the meaning set forth in Section 15.1.
- 1.3.15** “Emergency” means any abnormal system condition that requires automatic or immediate manual action to prevent or limit the failure of Transmission Facilities or generation supply that could adversely affect the reliability of the North American Bulk Electric System or the safety of persons or property.
- 1.3.16** “Equipment” means any structures, cables, transformers, breakers, capacitors, reactors, disconnect switches or busses that form part of the Interconnection that are used for the purpose of conveying electricity and their related voltage/current transformers, Protection Systems, telecommunications systems or any other related components.
- 1.3.17** “Facilities” means Canadian Facilities with respect to Manitoba Hydro and U.S. Facilities with respect to MP.
- 1.3.18** “FCA” means the Facilities Construction Agreement dated October 5, 2015 between Manitoba Hydro and Manitoba Hydro (Export Power Marketing) as amended from time to time.
- 1.3.19** “Facility Operating Procedure” means a procedure for operating the Interconnection that is developed in accordance with Schedule “B”, including but not limited to normal operating procedures, abnormal operating procedures, emergency operating procedures, operating instructions and operating guides.
- 1.3.20** “Facility Rating” means the maximum or minimum voltage, current, frequency or real or reactive power flow through a facility that does not violate the applicable equipment rating of any Equipment comprising the facility.

- 1.3.21** “Force Majeure” means any cause beyond a Party’s reasonable control including, but not limited to, an act of God, labour disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s reasonable control. A Force Majeure does not include an act of negligence or intentional wrongdoing or a lack, insufficiency or non-availability of funds.
- 1.3.22** “Glenboro IPL” has the meaning set forth in the Committee Charter for the MHCC adopted November 30, 2013, as amended from time to time.
- 1.3.23** “Good Utility Practice” means any of the practices, methods or acts engaged in or approved by a significant portion of the North American electric utility industry during the relevant time period, or any of the practices, methods or acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition, excluding NERC Standards. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the region.
- 1.3.24** “Governmental Authority” means any Canadian or U.S. federal, state, provincial or local government or governmental subdivision or a court, tribunal, agency, commission or similar governing entity having jurisdiction over the applicable Party or subject matter.
- 1.3.25** “Great Northern Transmission Line” has the meaning set forth in the Recitals.
- 1.3.26** “Impactive Facilities” means the facilities identified in an Interface Operating Procedure.
- 1.3.27** “Insolvent” means a circumstance in which a Party admits in writing in a public filing in a judicial, regulatory or administrative proceeding: (i) its inability generally to pay its debts as they become due; or (ii) that the sum of such Party’s debts is greater than all of such Party’s assets, at a fair valuation.
- 1.3.28** “Interconnection” has the meaning set forth in Section 2.1.
- 1.3.29** “Interconnection Committee” means the committee established pursuant to Section 3.1.

- 1.3.30** “Interconnection Service” means the interconnection of a generating facility, Transmission Facility or Native Load with a Party’s Transmission Facilities pursuant to the provisions of that Party’s, or its Transmission Service Provider’s, Tariff.
- 1.3.31** “Interface” means the collection of interconnected transmission lines that cross the Manitoba-U.S. international boundary, consisting of: the Letellier IPL, the Richer IPL, the Riel IPL, the Glenboro IPL and the Interconnection.
- 1.3.32** “Interface Operating Procedure” means an operating procedure for the Interface validly made by the Manitoba-U.S.A. Tie Line Coordinating Committee.
- 1.3.33** “IPL” means international power line.
- 1.3.34** “Letellier IPL” has the meaning set forth in the Committee Charter for the MHCC adopted November 30, 2013, as amended from time to time.
- 1.3.35** “L20D Agreement” means the Manitoba-United States, Winnipeg-Grand Forks 230 kV Interconnection Coordinating Agreement dated January 16, 1969 between MH, Minnkota Power Cooperative Inc., Northern States Power Company and Otter Tail Power Company.
- 1.3.36** “Maintenance” means actions required for the safe and reliable operation of Equipment including but not limited to, troubleshooting, repairs and replacement of damaged Equipment.
- 1.3.37** “Major Permits” means the permits identified in Section 1.1.4 of Appendix A to the MPFCA.
- 1.3.38** “Manitoba-U.S.A. Tie Line Coordinating Committee” (“MHCC”) means the Coordinating Committee established pursuant to the L20D Agreement meeting jointly with the Coordinating Committee established pursuant to the R50M Agreement, pursuant to the R50M Agreement, and governed by the Committee Charter for the MHCC adopted November 30, 2013, as amended from time to time.
- 1.3.39** “Metered Quantities” means active power, apparent power, reactive power, with associated time tagging and any other quantity that may be measured by a Party’s Metering Equipment and that is reasonably required by a Party to be measured for reliability purposes.

- 1.3.40** “Metering Equipment” means the potential transformers, current transformers, meters, interconnecting wiring, telemetry and recorders used to measure any Metered Quantity.
- 1.3.41** “MH” has the meaning set forth in the first paragraph of this Agreement.
- 1.3.42** “MISO” means the Midcontinent Independent System Operator, Inc. or its legally authorized successor.
- 1.3.43** “MISO Tariff” means MISO’s Open Access Transmission, Energy and Operating Reserve Markets Tariff, as amended from time to time.
- 1.3.44** “MP” has the meaning set forth in the first paragraph of this Agreement.
- 1.3.45** “Multi-Party Facilities Construction Agreement” or “MPFCA” means the Multi-Party Facilities Construction Agreement among MISO, MP and 6690271 dated September 25, 2014, and filed with FERC in Docket No. ER14-2950-000, as amended from time to time.
- 1.3.46** “MRO” means the Midwest Reliability Organization or its legally authorized successor.
- 1.3.47** “Native Load” means the wholesale and retail power customers of the Party on whose behalf the Party, by statute, franchise, regulatory requirement or contract, has undertaken an obligation to construct and operate the Party’s system to meet the reliable electric needs of such customers.
- 1.3.48** “NERC” means the North American Electric Reliability Corporation or its legally authorized successor.
- 1.3.49** “NERC Standard(s)” means a reliability standard (including the requirements and sub-requirements thereof) developed by NERC, MRO or other legally authorized reliability standard development body that has been made legally effective in the applicable Party’s jurisdiction.
- 1.3.50** “Network Load” has the same meaning as defined in the applicable Transmission Service Provider’s Tariff.
- 1.3.51** “Network Resource” has the same meaning as defined in the applicable Transmission Service Provider’s Tariff.

- 1.3.52** “Outage” means the removal of Impactive Facilities from service or the unavailability of Impactive Facilities, restriction of use of Impactive Facilities or reduction in performance of Impactive Facilities for any reason.
- 1.3.53** “Party(ies)” means MH and/or MP.
- 1.3.54** “Point of Delivery” has the same meaning as defined in the applicable Transmission Service Provider’s Tariff.
- 1.3.55** “Point of International Interconnection” means the point identified in Section 2.6.1.
- 1.3.56** “Point of Receipt” has the same meaning as defined in the applicable Transmission Service Provider’s Tariff.
- 1.3.57** “Proprietary Information” has the meaning set forth in Section 11.1.
- 1.3.58** “Protection System(s)” means: (i) protective relays that respond to electrical quantities; (ii) communications systems that are necessary for the correct operation of protective functions; (iii) voltage and current sensing devices providing inputs to protective relays; (iv) station DC supply associated with protective functions (including but not limited to, batteries, battery chargers and non-battery-based DC supply); and (v) control circuitry associated with protective functions through the trip coil(s) of the circuit breakers or other interrupting devices.
- 1.3.59** “Reasonable Efforts” means, with respect to an action required to be attempted or taken by a Party under the Agreement, a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.
- 1.3.60** “Recipient” has the meaning set forth in Section 11.1.
- 1.3.61** “Regional Entity” means an entity that has been granted legal authority to monitor and/or enforce compliance by a Party with NERC Standards.
- 1.3.62** “Reliability Coordinator” means the entity that is the highest level of authority who is responsible for the reliable operation of the Bulk Electric System, has the wide area view of the Bulk Electric System and has the operating tools, processes and procedures, including the authority to prevent or mitigate emergency operating situations in both next-day analysis and real-time operations.

- 1.3.63** “Remedial Action Scheme” has the meaning set forth in the NERC Glossary of Terms Used in NERC Reliability Standards.
- 1.3.64** “Representatives” has the meaning set forth in Section 11.2.
- 1.3.65** “R50M Agreement” means the Interconnection, Facilities and Coordinating Agreement Respecting Ridgeway-Shannon 230 kV Interconnection between MP, Minnkota Power Cooperative, Inc. and MH dated December 30, 1974.
- 1.3.66** “Richer IPL” has the meaning set forth in the Committee Charter for the MHCC adopted November 30, 2013 as amended from time to time.
- 1.3.67** “Riel IPL” has the meaning set forth in the Committee Charter for the MHCC adopted November 30, 2013 as amended from time to time.
- 1.3.68** “6690271” has the meaning set forth in the recitals of this Agreement.
- 1.3.69** “System Operating Limit” has the meaning set forth in the NERC Glossary of Terms Used in NERC Reliability Standards.
- 1.3.70** “Tariff” means the published rates, terms and conditions for the provision of Transmission Service and/or Interconnection Service.
- 1.3.71** “Third Party” means an entity other than a Party to this Agreement.
- 1.3.72** “Transfer Capability” means the measure of the ability of interconnected electric systems to move or transfer power in a reliable manner from one area to another over all transmission lines (or paths) between those areas under specified system conditions. The units of transfer capability are in terms of electric power, generally expressed in megawatts (MW). Transfer Capability shall respect known System Operating Limits.
- 1.3.73** “Transmission Facility(ies)” means any and all facilities used for the transmission of electricity including, but not limited to, high voltage alternating current and direct current facilities and remote terminal units.
- 1.3.74** “Transmission Service” means the service provided to one or more customers by a Transmission Service Provider under a Tariff to move energy from a Point of Receipt to a Point of Delivery or from a Network Resource to Network Load.
- 1.3.75** “Transmission Service Provider” means the entity that provides Transmission Service over a Party’s Transmission Facilities.

**1.3.76** “Transmission System Interconnection Requirements” means the terms and conditions for the interconnection of a Third Party’s works with the Transmission Facilities of MH as adopted by MH pursuant to *The Manitoba Hydro Act* (C.C.S.M. 1987, c.H190) and published from time to time.

**1.3.77** “U.S. Facilities” has the meaning set forth in Schedule “A”.

**1.4 Technical Terminology**

Words or terms not defined in Section 1.3 that have well known and generally accepted technical meanings shall be interpreted in accordance with such technical meanings.

**ARTICLE 2**  
**CONSTRUCTION, OWNERSHIP AND DESIGN OF INTERCONNECTION**

**2.1 Description of Interconnection**

The Parties acknowledge that the Interconnection shall consist of the Canadian Facilities interconnected with the U.S. Facilities at the Point of International Interconnection.

**2.2 Responsibility for Canadian and U.S. Facilities**

The Parties agree that:

- (a) MH shall, in accordance with Good Utility Practice and at its expense, design, construct and place in service the Canadian Facilities; and
- (b) MP shall, in accordance with Good Utility Practice and at its expense, subject to any applicable agreements with 6690271, design, construct and place in service the U.S. Facilities.

**2.3 Construction**

**2.3.1** The Parties further agree that, subject to Sections 2.3.2 and 2.3.3:

- (a) MH shall undertake Reasonable Efforts to have the Canadian Facilities constructed, tested and in service by May 31, 2020; and
- (b) MP shall undertake Reasonable Efforts to have the U.S. Facilities constructed, tested and in service by May 31, 2020.

**2.3.2** Neither MH nor MP shall be obligated to commence construction of the Facilities referenced in Section 2.2 until:

- (a) all Major Permits have been obtained;
- (b) all conditions identified in Sections 1.8.2 and 1.8.4 of Appendix A to the MPFCA have been fulfilled, except to the extent waived in writing by the applicable party to the MPFCA.

**2.3.3** MH shall not be obligated to commence construction of the Canadian Facilities until MH has obtained the real property rights necessary for construction and installation of the Canadian Facilities.

## **2.4 Notices and Status Reports**

**2.4.1** MP shall provide written notice to MH as soon as practicable following:

- (a) the issuance of each Major Permit;
- (b) the fulfillment or waiver of each of the conditions precedent identified in Section 1.8.2 and Subsection 1.8.4(a), (e) and (f) of Appendix A to the MPFCA;
- (c) any amendments to Section 1.8.2 or Section 1.8.4 of Appendix A to the MPFCA; and
- (d) an assignment of 6690271's obligations to design, construct and install the U.S. Facilities to MP pursuant to Section 7.1 of the MPFCA.

**2.4.2** The parties shall provide monthly written updates to each other regarding the status of the construction and installation of the Canadian Facilities and U.S. Facilities, including the acquisition of any necessary real property rights and the identification of any circumstances that may delay the in-service date. Updates provided under this Section 2.4.2 will be provided to the representatives identified in Schedule "D" no later than the last Business Day of each month.

## **2.5 Ownership**

MH shall be the sole owner of the Canadian Facilities and MP shall be the sole owner of the U.S. Facilities.

## **2.6 Point of International Interconnection**

**2.6.1** The Parties acknowledge that the point of interconnection between the Canadian Facilities and the U.S. Facilities ("Point of International Interconnection") is the point where the Interconnection crosses the Canada-U.S. international boundary.

**2.6.2** The Parties agree that the most feasible location for the Point of International Interconnection, taking into consideration all matters relevant to the construction and operation of the proposed Interconnection, including, but not limited to, environmental and socio-economic impacts in the Parties' respective jurisdictions, cost considerations, required in-service date and reliability, is the point located at the following geographical coordinates: 49.000° latitude and -95.9140° longitude, near Piney, Manitoba.

## **2.7 Design**

**2.7.1** MH shall design the Canadian Facilities in accordance with the FCA, Manitoba Hydro's Transmission System Interconnection Requirements, applicable NERC Standards and Good Utility Practice. MP shall design the U.S. Facilities in accordance with the MPFCA, applicable NERC Standards and Good Utility Practice.

**2.7.2** To ensure that the Canadian Facilities and the U.S. Facilities are compatible and of the same general quality, the Parties shall coordinate the overall design by cooperating in the exchange of data and construction plans. MH shall allow MP, and MP shall allow MH the opportunity to review their proposed designs in sufficient detail and sufficiently in advance of scheduled construction to permit



MH to proceed independently with construction and financing of the Canadian Facilities and MP to proceed independently with the construction and financing of the U.S. Facilities.

- 2.7.3** MH shall provide preliminary Facility Rating information regarding its Canadian Facilities to MP, and MP shall provide preliminary Facility Rating information regarding its U.S. Facilities to MH as soon as practicable, but no less than sixty (60) calendar days prior to the planned in-service date as set forth in Section 2.3.1. Final Facility Ratings shall be provided to MP by MH and shall also be provided by MH to MP as soon as practicable, but no later than one-hundred eighty (180) calendar days after the in-service date for the applicable Party's Facilities.

### **ARTICLE 3** **COMMITTEES**

#### **3.1 Establishment of Interconnection Committee**

The Parties hereby establish an Interconnection Committee responsible for the implementation of the provisions of this Agreement in accordance with this Article 3. The Interconnection Committee shall be composed of two representatives from each Party, one primary and one alternate representative. Within thirty (30) calendar days of the execution of this Agreement, each Party shall provide written notice of its representatives on the Interconnection Committee to the other Party. The Parties may from time to time replace their respective representatives on the Interconnection Committee and shall fill any vacancy promptly. Written notice of removals and replacements shall be given by each Party to the other Party.

#### **3.2 Authority and Responsibilities**

**3.2.1** The Interconnection Committee's authority shall be limited to the following:

- (a) Develop, maintain and modify Facility Operating Procedures pursuant to Schedule "B";
- (b) Develop, maintain and modify policies and procedures for the coordinated Maintenance of the Interconnection, including Remedial Action Schemes installed on the Interconnection;
- (c) Develop, maintain and modify the policies and procedures needed to implement Article 10 of this Agreement;
- (d) Coordinate the study work and recommend any necessary mitigative actions related to or arising from a tap or retermination proposed pursuant to Article 9 of this Agreement;
- (e) Make recommendations to the Parties concerning amending this Agreement;
- (f) Maintain a record of monitoring systems and Remedial Action Schemes installed on the Interconnection;
- (g) Make cost determinations necessary to implement this Agreement;
- (h) Coordinate the appropriate Facility Rating for the Interconnection pursuant to Section 5.4;
- (i) Develop, maintain and modify the policies and procedures for the coordinated adjustment of control settings of Remedial Action Schemes and Protection Systems installed on the Interconnection;

- (j) Determine matters associated with the location and conduct of Committee meetings;
- (k) Approve or disapprove assignments of voting rights under this Agreement to a Party's trustee or other court-appointed representative or assignee in the event a Party becomes Bankrupt; and
- (l) Take such other actions as may reasonably be required to implement this Agreement for matters directly and principally related to the Interconnection.

**3.2.2** For the purposes of exercising its authority pursuant to Section 3.2.1, the Interconnection Committee may create and disband sub-committees and working groups that make recommendations to the Interconnection Committee and define the responsibilities of such sub-committees and working groups.

**3.2.3** The Interconnection Committee, its sub-committees and working groups, shall have no authority to issue policies, procedures or decisions that are in conflict with this Agreement, or any other policy, procedure or decision validly made and documented pursuant to this Agreement or that are in conflict with any NERC Standards.

### **3.3 Meetings**

**3.3.1** The Interconnection Committee, its sub-committees and working groups (the "Committee(s)") shall meet at the request of any Party, in person or by teleconference. A quorum for a meeting of any of the Committees is one primary or alternate representative of each Party. The location of the meetings of any of the Committees shall be determined by the applicable Committee. The representative of the Party who requests the meeting shall act as chairperson. The chairperson shall be responsible for the preparation and distribution of an agenda seven (7) calendar days prior to each meeting. A Party who does not have a representative acting as chairperson shall act as secretary and shall be responsible for recording and distributing minutes within ten (10) calendar days after each meeting. Minutes shall be deemed final, upon the earlier of: (a) approval by the Parties; or (b) after ten (10) Business Days following two written notifications to both the primary and alternate representatives, each notification issued at least ten (10) Business Days apart, without objection to the minutes.

**3.3.2** Each Party shall bear the costs of its own representatives in attending meetings of and fulfilling the duties of the Committees.

**3.3.3** Employees of the Parties shall be entitled to attend any meeting of the Committees. Meetings of the Committees are open to other interested individuals by invitation from any one of the Parties, subject to approval of the other Party. Such attendance shall be without cost to the other Party. Any such individual may be required to execute and deliver a confidentiality agreement in the form and of substance approved in writing by the Interconnection Committee.

### **3.4 Decisions**

**3.4.1** The Committees shall only make decisions by unanimous agreement of representatives of the Parties entitled to vote. Each Party shall be entitled to one

vote exercised by its primary or alternate representative. Decisions of the Committees shall either be recorded in the minutes of meetings, or shall be in the separate written form of a Facility Operating Procedure, or other policy or procedure or written decision and shall be distributed to the Parties. To the extent that a unanimous decision cannot be reached despite the good faith efforts of each Party's representatives, the Committees may use an informal resolution process to reach a decision. The informal resolution process will involve at least one (1) designated senior management representative from each Party who will work in good faith with one another to reach a decision as soon as practicable.

- 3.4.2** Upon the recommendation of a Party's representative, the Committees may consult with Third Parties including, without limitation, the various owners or operators of Transmission Facilities in the interconnected system. Prior to such consultation, any such Third Party may be required to execute and deliver a confidentiality agreement in the form and of substance approved in writing by the Interconnection Committee. Any costs associated with the Committees' consultations with Third Parties shall be shared as determined by the Interconnection Committee.

### **3.5 Enforceability**

Subject to the limitations set forth in this Agreement, the Parties shall comply with the Facility Operating Procedures and all other policies, procedures and decisions validly made and documented by the Interconnection Committee and all such policies, procedures and decisions shall be binding on the Parties if validly made and documented hereunder.

## **ARTICLE 4** **RELATIONSHIP TO OTHER AGREEMENTS**

### **4.1 Governing Agreements**

The Parties acknowledge that:

- (a) The Interconnection will be a component of the Interface between the Transmission Facilities of MH and the interconnected Transmission Facilities of MP and other U.S. transmission owners;
- (b) Pursuant to the R50M Agreement between the Parties and other U.S. transmission owners, the Manitoba-U.S.A. Tie Line Coordinating Committee develops Interface Operating Procedures for the Interface; and
- (c) The operation, maintenance, modification and use of the Interconnection shall be governed by this Agreement and Interface Operating Procedures.

### **4.2 Conflicts With Interface Operating Procedures**

In the event of a conflict between either this Agreement or any policy, procedure or decision of the Interconnection Committee validly made and documented pursuant to this Agreement, and an Interface Operating Procedure, the Parties shall negotiate in good faith to resolve such conflict.

## ARTICLE 5 OPERATIONS

### **5.1 Obligation to Remain Interconnected**

Each Party shall at all times operate its Facilities so as to remain interconnected, except under the following circumstances:

- (a) when the Interconnection is opened in accordance with the terms of a Facility Operating Procedure; or
- (b) when such operation is likely to: (i) cause damage to the facilities of a Party; or (ii) threaten the safety of personnel or the public; or (iii) impact system reliability; or
- (c) during the automatic operation of protective relays or cross-tripping or opening of the Interconnection due to human error; or
- (d) when one or more portions of a Party's Facilities becomes out of service due to a Force Majeure; or
- (e) when the Interconnection is opened in accordance with the directive and/or operating guides of the applicable Reliability Coordinator.

### **5.2 Notice of Opening of the Interconnection**

In the event that the Interconnection is opened pursuant to Section 5.1, the Party initiating the opening shall provide the other Party with notification of the circumstances of the opening and the expected restoration time.

### **5.3 Restoration of Interconnection**

In the event of an interruption due to an event(s) listed in Section 5.1, each Party responsible for the interruption shall exercise due diligence to remove such interruption with all reasonable dispatch. Restoration shall be at a Party's own cost, unless determined otherwise by the Interconnection Committee.

### **5.4 Facility Ratings**

- 5.4.1.** Each Party shall be responsible for determining the Facility Rating of its Facilities in accordance with NERC Standards.
- 5.4.2.** Each Party shall provide the Interconnection Committee with the final Facility Rating for its Facilities including any information relevant thereto, (for example the appropriate timeframes for the summer and winter seasons) in accordance with the timeframe specified in Section 2.7.3. A Party making a change to the Facility Rating for its Facilities shall advise the Interconnection Committee of the change as soon as practicable but no more than thirty (30) calendar days after such change is made.
- 5.4.3.** The Parties agree to respect the overall Facility Rating for the Interconnection coordinated by the Interconnection Committee, which shall reflect the most limiting Facility Rating on the Canadian Facilities or the U.S. Facilities, as applicable.

### **5.5 Communications**

Each Party shall use Reasonable Efforts to maintain the ability to monitor and control its Facilities from its power system control center(s) on a 24-hour basis. Each Party's capability for monitoring and control shall meet the requirements specified by the Interconnection Committee.

## **5.6 Standards**

Each Party shall operate its Facilities in accordance with NERC Standards, Good Utility Practice, any applicable Facility Operating Procedures and Interface Operating Procedures.

## **5.7 Facility Operating Procedures**

The Parties acknowledge and agree that the following operational issues regarding the Interconnection shall be governed by Facility Operating Procedures adopted pursuant to Section 3.2.1(a) and Schedule “B”:

- (a) Voltage control;
- (b) Outages;
- (c) Protection Systems settings; and
- (d) Other operating issues related to the Interconnection.

## **5.8 Switching and Tagging**

Each Party will provide the other Party with its switching, tagging and lockout procedures. Each Party shall abide by its switching, tagging and lockout procedures for obtaining clearances for work or switching operations on its Facilities. For clearances requested or initiated by one Party on another Party’s Equipment that utilizes such other Party’s Equipment as an isolation device, the procedures specified by the Party that has operating authority over the isolation device shall govern.

# **ARTICLE 6** **MAINTENANCE**

## **6.1 Responsibility**

Each Party shall be responsible for the performance of Maintenance on its Facilities in accordance with NERC Standards, Good Utility Practice, applicable Facility Operating Procedures and Interface Operating Procedures. Each Party shall exercise Reasonable Efforts to have Maintenance performed so as to keep its Facilities in service. Each Party shall be responsible for the expenses associated with Maintenance of its Facilities, subject to any applicable agreements with Third Parties.

## **6.2 Access Rights**

Each Party shall provide the other Party with such access rights as may be necessary for a Party’s performance of its operational and/or Maintenance obligations under this Agreement, the Facility Operating Procedures or other policies, procedures or decisions validly made and documented by the Interconnection Committee hereunder, provided that a Party performing operational or Maintenance work within the boundaries of another Party’s facilities shall provide reasonable notice and shall abide by the requirements applicable to that site.

# **ARTICLE 7** **METERING**

## **7.1 Location and Ownership**

The transfer of power and energy over the Interconnection shall be measured by Metering Equipment owned by MH at the Dorsey Substation in Manitoba.

## **7.2 Standards**

Any Metering Equipment owned by MH that is used to measure Metered Quantities for interconnection accounting shall be designed, verified and maintained in accordance with the Electricity and Gas Inspection Act (R.S.C. 1985, c.E4) and regulations made pursuant thereto.

## **7.3 Verification**

MH shall have its Metering Equipment for the Interconnection reverified approximately every twelve (12) months. Each Party shall have the right to witness verification, reverification and testing of the Metering Equipment used for interconnection accounting and to receive a copy of any certificate of such verification or testing. If a metering error exceeds two (2) percent, the Metering Equipment shall be recalibrated or replaced by MH.

## **7.4 Metering Compensation**

Metering of electricity transmitted over the Interconnection shall be compensated to the Point of International Interconnection. The metering compensation for transmission line losses to the Point of International Interconnection shall be determined as set forth in Schedule "C".

## **7.5 Meter Readings**

Digital interchange readings shall be provided by MH to MP on a real-time basis, through dedicated telemetry, for the purposes of calculating inadvertent interchange and actual net interchange between the Parties' respective Balancing Authority Areas in accordance with applicable NERC Standards. MH shall confer with MP (on behalf of the MISO Balancing Authority), on a daily and monthly basis to determine agreed amounts of interchange as required by applicable NERC Standards. MH shall perform a verification of interchange amounts through a monthly revenue meter reading.

## **ARTICLE 8** **USE OF FACILITIES**

### **8.1 No Transmission Service**

The Parties make no representations to each other regarding the availability of Transmission Service over the Parties' respective Transmission Facilities. The Parties agree that the availability of Transmission Service may not be inferred or implied from the execution of this Agreement. If a Party wishes to obtain Transmission Service over another Party's Transmission Facilities, said Party must request such service in accordance with the provisions of the applicable Party's Tariff or any applicable regional Tariff.

## **ARTICLE 9** **MODIFICATIONS TO INTERCONNECTION**

### **9.1 Tapping of Interconnection**

Each Party shall have the right to tap or reterminate, and allow Third Parties to tap or reterminate, its Facilities subject to any obligations under existing rate schedule and/or contract filed with a Governmental Authority and/or Applicable Law. Any tap of a Parties' Facilities is subject to the approval of the Interconnection Committee pursuant to Section 9.3. Notwithstanding the foregoing, if a tap is requested by a Third Party in order to serve the Third

Party's load, the Party(ies) whose facilities are being tapped shall either own or have operational control over the disconnect switch.

## **9.2 Notice**

A Party shall provide timely written notice to the other Party's representatives on the Interconnection Committee of any plans by the Party or requests by a Third Party to tap or reterminate the Party's Facilities. The Parties so notified shall treat such information as Proprietary Information pursuant to Section 11.1.

## **9.3 No Impairment**

After the receipt of a notice pursuant to Section 9.2, the Interconnection Committee shall meet, on one or more occasions, to consider the impacts of the proposed tap or retermination. The Interconnection Committee shall approve the proposed tap or retermination if it determines that the proposed tap or retermination will not result in an unacceptable level of degradation of the Transfer Capability or reliability of the Interconnection or the Interface. The Parties shall defend the preservation of the Transfer Capability of the Interconnection and the Interface in any process or proceeding related to tapping or retermination of the Interconnection.

## **9.4 Mitigation of Impacts**

The Interconnection Committee may approve a proposed tap or retermination of the Interconnection pursuant to Section 9.3, conditional upon a specified Party(ies) and/or Third Parties undertaking specified actions to mitigate the unacceptable impacts on the Interconnection or Interface.

## **9.5 Planning Standards**

Each Party shall ensure that any modifications to its Facilities are in compliance with all applicable NERC Standards.

# **ARTICLE 10** **EXCHANGE OF DATA**

## **10.1 Data to be Exchanged**

The Parties shall exchange all information which is reasonably required to meet the Parties' obligations for secure coordinated current-day, next-day and seasonal operations and coordinated long-term planning. Such information shall include, but not be limited to:

- (a) the Facility Ratings and operating limits of the Parties' respective Facilities, as each is amended or updated from time to time;
- (b) power system modeling data required to perform power system assessments and transmission planning, as the same is amended or updated from time to time;
- (c) real time power system operational data, equipment alarms and status points as may be required for effective real time monitoring and dispatch for reliability purposes;
- (d) data required for the reconciliation of inadvertent energy accounts associated with transactions over the Interface;
- (e) data required to carry out system disturbance analysis functions;

- (f) operating procedures and policies that impact the Parties' Facilities, other than those developed pursuant to this Agreement or Interface Operating Procedures; and
- (g) data regarding each Party's design, settings and operations of its Protection Systems and Remedial Action Schemes.

## **10.2 Required Reporting**

In addition to the information exchanged pursuant to Section 10.1, each Party agrees to share data or documentation as may be required to demonstrate compliance with NERC Standards. Where an individual Party has possession of data or documentation necessary for another Party to demonstrate compliance, the Party requesting such data or documentation shall be responsible for reimbursing the responding Party for the reasonable costs incurred to respond to such request. The requesting Party shall not use or release any such data or documentation if the supplying Party objects to such use or release. Nothing contained herein shall be deemed to require any Party to provide testimony to, on behalf of, or in support of, another Party.

## **10.3 Costs**

Unless determined otherwise by the Interconnection Committee, each Party shall be responsible for any costs associated with providing information to another Party pursuant to Section 10.1.

## **10.4 Method of Exchange**

All real-time operating data provided pursuant to Section 10.1 shall be provided via a secure network and in a timely manner. All other data provided pursuant to Section 10.1 and Section 10.2 shall be communicated in a mutually-agreeable manner.

## **10.5 Limitations**

The obligations imposed on the Parties pursuant to Sections 10.1 and 10.2 are subject to any limitations imposed by Applicable Law. Information provided pursuant to Sections 10.1 and 10.2 shall be subject to the provisions of Article 11 concerning confidentiality.

## **10.6 Accuracy of Data**

Data and documentation provided by a Party to another Party under this Agreement, the Facility Operating Procedures or other policies, procedures or decisions validly made and documented by the Interconnection Committee hereunder shall be, to the best of the supplying Party's knowledge, correct and complete at the time that the data and documentation is provided. However, a Party shall not be liable to the other Party for damages of any kind, including indirect or consequential damages, as a result of any inaccuracy in data and documentation. Each Party waives any claim against the other Party for damages resulting from any such inaccuracy.

## **10.7 CEII**

If the information to be exchanged pursuant to this Agreement includes CEII, the Party requesting the information and the Party supplying the information each represent that they are a registered entity with NERC. Any CEII exchanged between the Parties pursuant to this Agreement shall be afforded the protections for CEII specified in the applicable NERC Standards.



**ARTICLE 11**  
**CONFIDENTIALITY**

**11.1 Proprietary Information**

Subject to Section 11.4, all information supplied under this Agreement, and/or pursuant to a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder, by a Party disclosing the information (“Disclosing Party”), regardless of the form of the information, or the method by which the information is transmitted, shall be considered proprietary information (“Proprietary Information”). The Party receiving the Proprietary Information (“Recipient”) shall treat as confidential all Proprietary Information and shall not at any time disclose any of the Proprietary Information to any other person, except as specified in this Article 11, without the prior written consent of the Disclosing Party.

**11.2 Proprietary Information to be Kept Confidential**

Proprietary Information shall not be used for any reason or purpose other than for the purposes of this Agreement, including for purposes of a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder. The Recipient may disclose the Proprietary Information only:

- (a) to those of its directors, officers, employees, representatives, consultants and agents (collectively “Representatives”) who have a need to know the information for the purposes of carrying out the Recipient’s obligations under this Agreement and/or under a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder, and are informed of the confidential and proprietary nature of the Proprietary Information; or
- (b) as compelled by law or judicial process; or
- (c) to NERC, a Regional Entity or any association related to the reliability of transmission system operations where disclosure is required by NERC Standards and where there is no reasonable alternative to such disclosure.

**11.3 Proprietary Information Property of Disclosing Party**

All Proprietary Information, unless specified otherwise in writing by the Disclosing Party, shall remain the exclusive property of the Disclosing Party, including any and all reproductions of any of the Proprietary Information and shall be returned or destroyed at the request of the Disclosing Party.

**11.4 Information Excluded**

Proprietary Information shall not include any information provided which:

- (a) is generally available to the electrical industry or the public at the time of disclosure without breach of this Agreement or a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder; or
- (b) subsequent to receipt by the Recipient, becomes generally available to the electrical industry or the public as a result of disclosure by the Disclosing Party or its Representatives without breach of this Agreement or a Facility

- Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder; or
- (c) the Recipient can establish, by credible evidence, was available to the Recipient on a non-confidential basis prior to its disclosure to the Recipient without breach of this Agreement or a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder; or
  - (d) subsequent to receipt by the Recipient, the Recipient can establish, by credible evidence, became available to the Recipient on a non-confidential basis from a source other than the Disclosing Party or its Representatives without breach of this Agreement or a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder; or
  - (e) must be disclosed by a Party in its capacity as Transmission Service Provider in connection with the performance of its duties and functions as Transmission Service Provider where there is no reasonable alternative to such disclosure.

#### **11.5 Notice of Demand for Disclosure**

Each Recipient shall provide written notice to the Disclosing Party of any demands to disclose or provide any Proprietary Information by a Governmental Authority, tribunal or Third Party (including NERC or a Regional Entity) prior to disclosing or furnishing the Proprietary Information so as to afford the Disclosing Party an opportunity to seek injunctive relief or protection from the demand to disclose. The Recipient shall exercise Reasonable Efforts in cooperating with the Disclosing Party in obtaining such relief and in maintaining the confidentiality of Proprietary Information.

#### **11.6 Survival of Confidentiality Provisions**

The confidentiality provisions of this Article 11 shall continue and survive for a period of six (6) years after the termination of this Agreement.

### **ARTICLE 12** **LIABILITY AND FORCE MAJEURE**

#### **12.1 Obligation to Indemnify**

Each Party agrees to indemnify and save harmless the other Party, its directors, officers, employees and agents from and against all claims, liability, losses or damages the indemnitees suffer or incur which are in any way connected with, or arise from, this Agreement, the Facility Operating Procedures or other policies, procedures or decisions validly made and documented by the Interconnection Committee hereunder, and which are caused, whether by act or omission, by a breach of or default of the indemnifying Party under this Agreement, a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder, or by the negligence or intentional wrongdoing of, the indemnifying Party, its directors, officers, employees and agents acting within the scope of their authority or employment.

## **12.2 Notification and Settlement of Claims**

Each Party shall promptly notify the other Party in writing of claims, demands or actions that may result in a claim for indemnity pursuant to Section 12.1. Failure to notify shall not relieve a Party from liability. A Party shall not be liable under this Agreement, a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder in respect of any settlement of a claim unless said Party has consented in writing to such settlement.

## **12.3 No Liability**

No Party shall be considered in breach of or default under any obligation under this Agreement, a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder or negligent, or liable to indemnify another Party, if prevented from fulfilling the obligation due to a Force Majeure. However, a Party whose performance under this Agreement, a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder is hindered by a Force Majeure shall make all Reasonable Efforts to perform its obligations under this Agreement, the Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder.

## **12.4 Limitation on MISO's Liability**

Nothing in this Agreement shall be construed to create or give rise to any liability on the part of MISO, and the Parties expressly waive any claims that may arise against MISO under this Agreement. The Parties acknowledge and agree that the signature of the authorized officer of MISO is for the limited purpose of acknowledging that MISO has read the terms of this Agreement. The signature of MISO's authorized officer should not in any way be deemed to imply that MISO takes responsibility for the actions of the Parties, that MISO has any affirmative duties under this Agreement, or that MISO is liable in any way under this Agreement.

## **12.5 Notice of Force Majeure**

If there is a Force Majeure affecting a Party's ability to perform its obligation(s) under this Agreement, a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder, the Party shall forthwith (and in any event no later than the end of the next Business Day after it first becomes aware that an occurrence constitutes a Force Majeure) notify the other Party in writing of the reasons why it believes the occurrence constitutes a Force Majeure, identifying the nature of the Force Majeure, its expected duration and the particulars of the obligations affected by the Force Majeure, and furnish to the other Party reports with respect to the Force Majeure at such intervals as the other Party may reasonably request during the continuance of the Force Majeure.

## **12.6 Duty to Mitigate**

If there is a Force Majeure affecting a Party's ability to perform its obligations under this Agreement, a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder, the Party shall be prompt and diligent in removing, if practicable, the cause of such inability to perform, but nothing in the Agreement, Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder shall be construed as permitting a Party to continue to fail to perform after said cause has been removed. Notwithstanding the

foregoing, a Party shall not be obligated to agree to any settlement of a strike or labour dispute which, in that Party's sole opinion, may be inadvisable or detrimental.

### **12.7 Survival of Rights and Obligations**

The determination and enforcement of liability and indemnification obligations pursuant to this Article 12 arising from acts, omissions or events that occurred prior to termination shall remain in full force and effect notwithstanding the termination of this Agreement.

## **ARTICLE 13** **DISPUTES**

### **13.1 Informal Resolution**

Any Dispute between the Parties shall be referred to designated senior representatives of the Parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the Dispute within thirty (30) Business Days, or such other period as the Parties may mutually agree, such Dispute may either be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below, if agreed to by the disputing Parties, or the aggrieved Party may initiate legal proceedings in a court of competent jurisdiction.

### **13.2 Appointment of Arbitrator and Procedures for Arbitration**

Any arbitration shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Business Days of the referral of the Dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators selected, shall, within ten (10) Business Days following their selection, jointly appoint the third member of the arbitration panel. The arbitrators shall be knowledgeable in the subject matter of the Dispute, and shall not have any current or past substantial business or financial relationships with any Party (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein or unless otherwise agreed, shall generally conduct the arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Model Law on International Commercial Arbitration. Arbitration proceedings shall be conducted in English, and shall take place in either: (i) Winnipeg, Manitoba with respect to any Disputes arising with respect to MH's obligations or the Canadian Facilities; (ii) Minneapolis, Minnesota with respect to any Disputes arising with respect to MP's obligations or the U.S. Facilities; (iii) or an alternate location by mutual agreement of the Parties.

### **13.3 Arbitrator's Decision**

Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) calendar days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the United Nations Commission on International Trade Law (UNCITRAL) Model Law on International Commercial Arbitration.

### **13.4 Arbitration Costs**

Each Party shall be responsible for all legal, expert and other costs incurred by it in resolving any Dispute under this Article 13, and the decision of the arbitrator or arbitration panel relating to

costs shall deal only with the fees and expenses of the arbitrator or arbitration panel, as the case may be. Unless provided otherwise by the arbitrator or arbitration panel, the costs of the arbitrator or arbitration panel shall be shared equally among the Parties to the Dispute being resolved through arbitration.

### **13.5 Governing Law**

**13.5.1** The construction and interpretation of this Agreement, the Facility Operating Procedures and other policies, procedures and decisions validly made and documented by the Interconnection Committee hereunder as applicable to MH's obligations with respect to the Canadian Facilities and any Disputes arising therefrom, shall be governed by the Applicable Law of the Province of Manitoba and Canada. The Parties agree to the exclusive jurisdiction of the Manitoba Court of Queen's Bench and the Manitoba Court of Appeal for the resolution of such Disputes arising from this Agreement, a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder that the Parties do not agree to arbitrate.

**13.5.2** The construction and interpretation of this Agreement, the Facility Operating Procedures and other policies, procedures and decisions validly made and documented by the Interconnection Committee hereunder with respect to MP's obligations with respect to the U.S. Facilities and any Disputes arising therefrom, shall be governed by the Applicable Law of the State of Minnesota and the United States of America. The Parties agree to the exclusive jurisdiction of the federal and state courts located in the State of Minnesota for the resolution of such Disputes arising from this Agreement, a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder that the Parties do not agree to arbitrate.

### **13.6 Performance Pending Dispute**

While any Dispute is being resolved, the Parties shall continue to perform all undisputed obligations under this Agreement, the Facility Operating Procedures and other policies, procedures and decisions validly made and documented by the Interconnection Committee hereunder with due diligence and shall continue to comply with all undisputed terms of this Agreement, the Facility Operating Procedures and other policies, procedures and decisions validly made and documented by the Interconnection Committee hereunder.

### **13.7 Survival**

Sections 13.1 through and including 13.6 shall continue to apply after termination of this Agreement to any Dispute or cause of action arising prior to the termination of this Agreement.

## **ARTICLE 14** **DEFAULT, TERMINATION AND REMEDIES**

### **14.1 Notice and Correction of Default**

If a Party fails or neglects at any time to fully comply with any material term, condition or covenant herein (including policies, procedures or decisions of the Interconnection Committee validly made pursuant to Section 3.2.1 and documented pursuant to Section 3.4.1), and is not excused from performing pursuant to Section 12.3, then the Party to whom the duty is owed ("non-defaulting Party") may, if the non-defaulting Party considers such breach to be material

("default"), notify the defaulting Party in writing of such default. If the default is able to be corrected, the defaulting Party shall correct such default to the reasonable satisfaction of the non-defaulting Party within the time period specified in such notice. If the defaulting Party fails to correct the default within the specified time period, or if such default cannot be cured, then the non-defaulting Party may terminate this Agreement and the rights and privileges herein granted upon sixty (60) calendar days' written notice to the defaulting Party, provided that no such termination may be effective if the defaulting Party in good faith disputes whether there is a default and seeks resolution of the Dispute through the procedures set forth in Article 13, unless and until the Dispute is resolved in the non-defaulting Party's favour.

#### **14.2 Bankruptcy or Insolvency**

Subject to any necessary court or regulatory filings, notices or approvals, any Party shall be entitled, at its option, to terminate this Agreement immediately upon written notice to the other Party upon a Party becoming Bankrupt or Insolvent or upon a Party ceasing to carry on business (unless an affiliate of such Party acquires ownership of the Party's Facilities, and this Agreement is assigned to said affiliate pursuant to Section 15.4, provided that such affiliate is creditworthy and is capable of performing the assigning Party's obligations hereunder as determined by the assigning Party in its reasonably exercised judgment).

#### **14.3 Term and Termination**

The term of this Agreement shall extend from the Effective Date and thereafter shall continue in effect until:

- (a) October 31, 2016 if MP has not provided notice, pursuant to Section 2.4.1.d of this Agreement, on or before October 31, 2016 that 6690271 has assigned its obligations to design, construct and install the U.S. Facilities to MP; or
- (b) forty-eight (48) months after a Party has provided written notice to the other Party, provided that neither Party shall be entitled to provide such notice before the expiration of six (6) years from the in-service date of the Interconnection; or
- (c) a date determined by mutual written agreement of the Parties; or
- (d) such date as otherwise expressly stated in this Agreement.

#### **14.4 Opening of IPL on Termination**

Upon termination of this Agreement, a Party may, upon providing three (3) Business Days' written notice to the other Party, open its Facilities, after the effective date of termination of the Agreement and shall be entitled to de-commission and remove any of its Equipment associated with the Interconnection. Each Party shall bear its own costs of de-commissioning and removal of its Equipment, provided that a Party may seek to recover all or a portion of such costs from a defaulting, Bankrupt or Insolvent Party if the Agreement is terminated pursuant to Sections 14.1 or 14.2.

#### **14.5 Effect of Termination**

Upon termination, this Agreement, all Facility Operating Procedures, and all policies, procedures and decisions validly made and documented by the Interconnection Committee hereunder shall, subject to Sections 11.6, 12.7, 13.7, 14.4 and 14.6 be of no further force and effect.

#### **14.6 Accrued Rights**

The termination of this Agreement shall not affect any rights or obligations of a Party that may have accrued before termination, nor affect a Party's rights or obligations under this Agreement,

that continue in full force and effect notwithstanding the termination of this Agreement as may be expressly provided for in this Agreement.

#### **14.7 Cumulative Remedies**

The rights and remedies of the Parties in this Agreement are not intended to be exclusive but rather are cumulative and are in addition to any other right or remedy otherwise available to the Parties at law or in equity. A Party may exercise one or more of its rights and remedies from time to time, independently or in combination, without prejudice to any other right or remedy that a Party may have exercised.

#### **14.8 Unenforceable Remedy**

If any of the remedies provided for and chosen by a non-defaulting Party are found to be unenforceable, the non-defaulting Party may exercise any other right or remedy available to it at law or in equity.

### **ARTICLE 15** **GENERAL**

#### **15.1 Effectiveness of Agreement**

The effectiveness of this Agreement is subject to the necessary approvals by Governmental Authorities. Subject to Section 15.8, this Agreement shall take effect as of the date established by such Governmental Authorities, provided that in the event of a conflict in effective dates set by U.S. and Canadian Governmental Authorities, the effective date shall be the “later of” the dates set by the Governmental Authorities (“Effective Date”).

#### **15.2 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof pertaining to the Interconnection and supersedes all prior oral or written representations and agreements concerning the subject matter of this Agreement.

#### **15.3 Notices**

Any written notice required by this Agreement, a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder shall be deemed properly given only if mailed either electronically or by registered postal service or delivered to the addressees at the addresses specified in Schedule “D” (unless another addressee is specifically mentioned herein). Notices sent by registered mail shall be deemed to have been received on the date indicated on the delivery receipt. Notices sent by courier or electronically shall be deemed to have been received on the date indicated in the delivery receipt or transmission slip if delivered during the receiving Party’s normal business hours. If notices sent by courier or electronically are not delivered during the receiving Party’s normal business hours, delivery shall be deemed to have occurred on the next Business Day. The designation of the person to be so notified or the address or email address of such person may be changed at any time by a Party by written notice. Any notice or communication under this Agreement, a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder not required to be made in writing shall be communicated to the designated representative identified in Schedule “E”.

#### **15.4 Assignment**

Any Party may assign this Agreement upon obtaining the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, under circumstances where an affiliate of a Party acquires ownership of the Facilities formerly owned by said Party, this Agreement may be assigned to the affiliate, without the consent of the other Party, upon providing written notice to the other Parties, provided that the affiliate has equal or better creditworthiness and, in the reasonably exercised judgment of the non-assigning Party, is capable of performing the assigning Party's obligations hereunder.

#### **15.5 Third Parties**

Neither this Agreement nor any provision hereof, nor any a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder, is intended to confer upon any person other than the Parties hereto any rights or remedies hereunder or thereunder.

#### **15.6 Successors & Assigns**

This Agreement shall be binding upon and inure to the benefit of the Parties and extend to their successors and assigns.

#### **15.7 Invalidity**

**15.7.1** During the period of ten (10) years immediately following the in-service date of the Interconnection, if a Governmental Authority holds that any provision of this Agreement is invalid or unenforceable, or if, as a result of a change in any Applicable Law, any provision of this Agreement is rendered invalid or results in the impossibility of performance thereof, the remaining provisions of this Agreement not affected thereby shall continue in full force and effect.

**15.7.2** During the term of this Agreement other than the period specified in Section 15.7.1, if a Governmental Authority holds that any provision of this Agreement, a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder is invalid or unenforceable, or if, as a result of a change in any Applicable Law, any provision of this Agreement, a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder is rendered invalid or unenforceable, the remaining provisions of this Agreement, the Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder not affected thereby shall continue in full force and effect. In such event, the Parties shall promptly enter into good faith negotiations regarding new provisions to restore this Agreement, the Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder as nearly as possible to its original intent and effect. Notwithstanding the foregoing, if the Parties fail to agree to an amendment and the impact of such holding or promulgation materially affects the rights, duties or obligations contemplated under this Agreement, the Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder (as such Party may in



its sole discretion determine), any Party may terminate this Agreement upon written notice to the other Party effective upon the date specified in such notice.

### **15.8 Legal Requirements**

A Party's performance of its obligations pursuant to this Agreement, a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder is subject to Applicable Law.

### **15.9 Regulatory Changes**

If any Governmental Authority requires a change in the terms or conditions of this Agreement, a Facility Operating Procedure or other policy, procedure or decision validly made and documented by the Interconnection Committee hereunder (whether pursuant to a complaint or protest by any Party or a Third Party or pursuant to such Governmental Authority's own investigation or other process) that materially adversely affects a Party (as such Party may in its sole discretion determine), then such Party may upon written notice to the other Party terminate this Agreement effective upon the date specified in such notice. Notwithstanding the foregoing, the Parties agree to enter into good faith negotiations to amend this Agreement so as to put each Party in effectively the same position as prior to such change directed by a Governmental Authority prior to providing such notice.

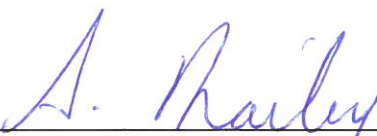
### **15.10 Relationship of the Parties**

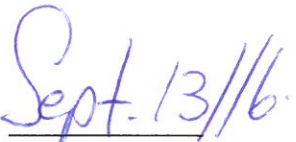
The covenants, obligations and liabilities of the Parties are intended to be several and not joint or collective. Each Party shall be individually responsible for its own covenants, obligations and liabilities as herein provided. This Agreement will not constitute or create, or be deemed to constitute or create, a joint venture, partnership or any other similar arrangements among the Parties, will not create, or be deemed to create, a fiduciary or similar duty among the Parties, and no Party will be authorized to act as agent of any other Party or have a right or power to bind any other Party.

### **15.11 Amendment**

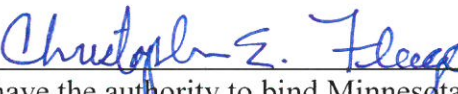
Except as otherwise provided herein, no modification or supplement to this Agreement shall be valid or binding unless set out in writing and mutually agreed-upon by the Parties.

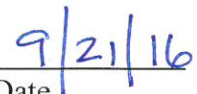
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate, attested by the signatures of their duly authorized officers, as of the day and year written below.

  
\_\_\_\_\_  
Signed in Winnipeg, Manitoba, Canada  
I have the authority to bind Manitoba Hydro

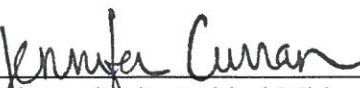
  
\_\_\_\_\_  
Date


Shane Mailey  
Vice-President Transmission  
Manitoba Hydro

  
\_\_\_\_\_  
I have the authority to bind Minnesota Power,  
An Operating Division of ALLETE, Inc.  
Chris Fleege  
Vice-President of Transmission and Distribution  
Minnesota Power

  
\_\_\_\_\_  
Date

The signature below is of the authorized officer of MISO and is for the limited purpose of acknowledging that an authorized officer of MISO has read this Agreement.

  
\_\_\_\_\_  
I have the authority to bind Midcontinent  
Independent System Operator, Inc.  
**JENNIFER CURRAN**  
Vice President  
System Planning & Seams Coordination

  
\_\_\_\_\_  
Date

## **SCHEDULE “A”**

### **DESCRIPTION OF INTERCONNECTION**

#### **Section 1 Canadian Facilities**

The Canadian Facilities shall consist of a single circuit 500 kV transmission line extending from and including the Dorsey Substation in Manitoba to the Point of International Interconnection, as more particularly described in the diagram directly below, and associated facilities including, but not limited to, communication channels and Protection Systems.

***CONFIDENTIAL MATERIAL***

## **Section 2 U.S. Facilities**

The U.S. Facilities shall consist of a single circuit 500 kV transmission line extending from the Point of International Interconnection to and including the 500/230 kV Substation near Grand Rapids, Minnesota, as more particularly described in the diagram directly below, and associated facilities including, but not limited to, a 500 kV series compensation station, communication channels and Protection Systems.

Drawing A.2.1 U.S. Facilities System One Line

***CONFIDENTIAL MATERIAL***

## **SCHEDULE “B”**

### **DEVELOPMENT OF FACILITY OPERATING PROCEDURES**

#### **1.1 General Procedure**

The Interconnection Committee shall from time to time approve Facility Operating Procedures that are required specifically for the Interconnection. Any Party may submit a draft Facility Operating Procedure to the Interconnection Committee for review and comment. The Interconnection Committee representatives shall provide comments on the draft Facility Operating Procedure within thirty (30) calendar days unless agreed otherwise. The Parties shall promptly provide such information as may reasonably be required in connection with establishing or reviewing the draft Facility Operating Procedure. Upon agreement by the Interconnection Committee, the draft Facility Operating Procedure shall be approved with such amendments as the Interconnection Committee may deem to be appropriate and with an effective date established by the Interconnection Committee.

#### **1.2 Temporary Facility Operating Procedure**

If, in an Emergency, a Party determines that urgent action is required, such Party may submit a temporary Facility Operating Procedure to the Interconnection Committee. Such temporary Facility Operating Procedure shall be binding on the Parties from the time it is submitted to the Interconnection Committee until either the expiration date specified in the temporary Facility Operating Procedure has occurred or a Facility Operating Procedure approved by the Interconnection Committee supersedes the temporary Facility Operating Procedure. Notwithstanding the foregoing, a temporary Facility Operating Procedure shall not be binding on a Party if such Party determines in good faith that the temporary Facility Operating Procedure: (a) is likely to cause (i) damage to the facilities of a Party, or (ii) risk to safety of personnel or the public, or (iii) risk to system reliability, or (iv) risk to continuity of service to a Party’s Native Load, or (v) risk of undue hardship, burden or expense on a Party or its Native Load; or (b) requires the approval of a Third Party pursuant to legal or contractual obligations of such Party. In the event of such a determination, the affected Party shall provide written notice to the other Party and the Parties shall meet in a timely fashion to address the Emergency.

#### **1.3 Third Party Approval**

If the Interconnection Committee approves a Facility Operating Procedure that must also be approved by a Third Party, pursuant to legal or contractual obligations of a Party, such approval shall be conditional on such Third Party approval. Each Party shall exercise Reasonable Efforts to obtain such approval and shall cooperate with the other Party in obtaining such approval.

#### **1.4 Disputes**

If:

- (a) a Party objects to the implementation of a temporary Facility Operating Procedure established pursuant to Section 1.2 of this Schedule for reasons other than those identified in Section 1.2, or
- (b) a Party’s Interconnection Committee representative has failed to agree to the adoption of a Facility Operating Procedure, submitted by the other Party pursuant to Section 1.1 of this Schedule, within thirty (30) calendar days or otherwise

agreed, which in that Party's opinion is required for the reliable operation of the Interconnection, or

- (c) a Party believes that another Party has failed to implement a Facility Operating Procedure approved pursuant to Section 1.1 of this Schedule or a temporary Facility Operating Procedure established pursuant to Section 1.2 of this Schedule within five (5) Business Days of the effective date of such Facility Operating Procedure or temporary Facility Operating Procedure, or
- (d) the Parties dispute the interpretation of any existing Facility Operating Procedure,

any Party, by written notice to the other Party, may submit such Dispute for resolution in accordance with the dispute resolution procedures of Article 13.

### **1.5 Other Procedures**

The Parties shall make Reasonable Efforts to communicate with each other regarding operating guidelines and operating procedures that each Party will follow in certain events not covered by existing Facility Operating Procedures.

### **1.6 Conflicts Between Procedures and Reliability Requirements**

In the event that a conflict arises between a Facility Operating Procedure and any NERC Standard, each Party shall follow the applicable NERC Standard rather than the Facility Operating Procedure until such time as the conflict is resolved. The Interconnection Committee shall act promptly to resolve the conflict between the Facility Operating Procedure and the NERC Standard.

## SCHEDULE "C"

### METERING COMPENSATION (PRELIMINARY)

Manitoba Hydro shall determine the metering compensation for transmission line losses for the Interconnection as defined by the parameters below and applied to the line revenue metering installed at Dorsey Substation. An average annual conductor temperature of 12.50 C is assumed.  $MW_{compensated}$  represents the power compensated to the Point of International Interconnection.

$$MW_{compensated} = MW_{uncompensated} - \text{Line Losses}_{to the Point of International Interconnection}$$

$$MW_{compensated} = 3 \times V \times I - 3 \times I^2 \times R_{Dorsey Substation to the Point of International Interconnection}$$

$$R_{Dorsey Substation to the Point of International Interconnection} = R_{per km at 12.5^\circ C} * \text{Load Side Line Length}_{in km to the Point of International Interconnection}$$

#### Metering Equipment

Potential Transformers - 310 500:115V (2700 to 1)  
Current Transformers - 2400:5A  
Meter – PML 8650 ION

#### Transmission Line Data (Source - Manitoba Hydro Line Impedance WEB Reports)

Dorsey Substation to Point of International Interconnection Load Side Line Length  
 $\text{Load Side Line Length}_{in km to the Point of International Interconnection} = 217.00 \text{ km of } 1272 \text{ ACSR } 54/19$

Line Resistance at 12.5°C = 3.33708 ohms/km (preliminary)

#### Loss Compensation Calculation

Line losses at rated load of current transformers

$$3I^2R = 3 \times (2400)^2 \times 3.33708 = 57.66 \text{ MW}$$

Line Loading at rated metering voltage and current

$$3V_{LN}I = 3 \times (115 \times 2700) \times 2400 = 2235.6 \text{ MW}$$

Percent line loss =  $(57.665/2235.6) \times 100 = 2.58 \%$

Use 2.58 % for calibration purposes

## **SCHEDULE “D”**

### **ADDRESSEES FOR WRITTEN NOTICE**

#### **MANITOBA HYDRO**

Manager of Transmission Services Department  
Manitoba Hydro - 453  
Manitoba Hydro  
360 Portage Avenue  
Winnipeg, Manitoba, CANADA  
R3C 0G8

Email: [TransmissionServices@hydro.mb.ca](mailto:TransmissionServices@hydro.mb.ca)

#### **MINNESOTA POWER**

Director of System Operations and Performance  
30 West Superior St  
Duluth, MN, USA  
55802

Email: [khenderson@mnpower.com](mailto:khenderson@mnpower.com)



**SCHEDULE “E”**

**DESIGNATED REPRESENTATIVES FOR NON-WRITTEN NOTICE**

**MH Representatives**

**Primary Representative:**

Maria Neufeld, Manager, Transmission Services Department

Phone: 204-360-5458

Cell: 204-792-9132

**Alternate:**

David Jacobson, Section Head, Interconnection and Grid Supply, System Planning Department

Phone: 204-360-3765

Cell: 204-801-8761

**MP Representatives**

**Primary Representative:**

Michael Klopp, Director – System Operations, Performance and Planning – System Performance & Transmission Planning

Phone: 218-355-2766

Cell: 218-591-7297

**Alternate:**

Kara Henderson, Transmission Business Analyst, Senior

Phone: 218-355-2869

Cell: 218-349-2561