

REPLACEMENT SERVICE AGREEMENT

for

POINT-TO-POINT

TRANSMISSION SERVICE

executed by the

UNITED STATES OF AMERICA

DEPARTMENT OF ENERGY

acting by and through the

BONNEVILLE POWER ADMINISTRATION

and

FULL NAME OF CUSTOMER

1. This Replacement Service Agreement (Agreement), dated as of _____, is entered into, by and between the Bonneville Power Administration Transmission Business Line (Transmission Provider) and Customer Name (Transmission Customer).
2. The Transmission Customer has been determined by the Transmission Provider to have ~~a Completed Application for existing~~ Point-to-Point (PTP) Transmission Service Agreement(s) under the Transmission Provider's Open Access Transmission Tariff (Tariff) (Prior Agreements). This Agreement shall supersede the Prior Agreements identified in Section 8 of Exhibit A, Table 1.
3. Service under this ~~a~~Agreement shall commence on-~~_____the later of (1) the requested Service Commencement Date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed.~~ Service under this agreement shall terminate on such date as mutually agreed upon by the parties. ~~Service under this agreement shall commence on 0000 hours on _____, and shall terminate on 0000 hours on _____.~~
4. The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Point-to-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this ~~Service~~Agreement.

5.5.——Notwithstanding changes to the Tariff that may be ordered by the Federal Energy Regulatory Commission (Commission), the Transmission Provider shall, for the term of this Agreement, offer Point-to-Point Transmission Service that has the following fundamental characteristics:

- a. The Transmission Provider agrees to provide long-term firm Point-to-Point Transmission Service between designated Point(s) of Receipt and Point(s) of Delivery up to the amount of Reserved Capacity.
 - b. Transmission Customers may request changes to Point(s) of Receipt and Point(s) of Delivery on a firm or non-firm basis.
 - c. Transmission Customers may sell, assign, or transfer all or a portion of its rights under this Agreement to another Eligible Customer.
 - d. Curtailments shall be made on a non-discriminatory basis.
6. The Transmission Provider may, at any time, propose to amend the fundamental Point-to-Point Transmission Service characteristics described in Section 5 of this Agreement. Such proposed amendment shall be offered to all Transmission Customers with Replacement Service Agreements for Point-to-Point Transmission Service.
 - a. If less than two thirds of such customers concur with the proposed amendment, the Transmission Provider may elect to execute the amendment with only those customers that concur.
 - b. If two thirds or more of such customers concur with the proposed amendment, the proposed amendment shall apply to all Transmission Customers with Network Integration Replacement Service Agreements.
7. For the term of this Agreement, and for serving existing obligations as defined in this Agreement, the Transmission Provider shall:
 - a. spread redispatch costs pursuant to the Tariff over all Network Integration Transmission Customers; and
 - b. spread congestion costs, that are not redispatch costs, over all Transmission Customer contracts not converted to RTOW.
 - c. Rate Mitigation Measures [Place Holder].
8. Disputes concerning this Agreement shall be resolved as provided for in the Tariff.
9. This Agreement shall govern regarding differences between the Tariff and this Agreement.
10. Any notice or request made to or by either Party regarding this ~~Service~~ Agreement shall be made to the representative of the other Party as indicated in Exhibit B.

~~11.6.~~ The Tariff, Exhibit A (Specifications for Long-Term Firm Point-To-Point Transmission Service), and Exhibit B (Notices), are incorporated herein and made a part hereof. Capitalized terms not defined in this ~~agreement~~ Agreement are defined in the Tariff.

~~12.7.~~ This Service Agreement shall be interpreted, construed, and enforced in accordance with Federal law.

~~13.8.~~ This Service Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

~~14.9.~~ The Transmission Customer and the Transmission Provider agree that provisions of Section 3201(i) of Public Law 104-134 (Bonneville Power Administration Refinancing Act) are incorporated in their entirety and hereby made a part of this Service Agreement.

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

CUSTOMER NAME

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By: _____

Name: _____
(Print/Type)

Name: _____
(Print/Type)

Title: _____

Title: Transmission Account
Executive

Date: _____

Date: _____

(W:\TMC\CT\Customer\Contract [DRAFT or FINAL]\#####.doc) 00/00/01

**EXHIBIT A
SPECIFICATIONS FOR LONG-TERM
FIRM POINT-TO-POINT TRANSMISSION SERVICE**

**TABLE 1
REQUEST FOR TRANSMISSION SERVICES**

The OASIS Assignment Reference Number (ARef) is: _____¹

1. TERM OF TRANSACTION

Start Date: at 0000 hours on
Termination Date: at 0000 hours on

(Roll-over Rights definition place holder)

~~As of the execution date of this Agreement, the Transmission Provider does not have sufficient transmission capacity to accommodate Point to Point Transmission Service to the Transmission Customer beyond the Termination Date. The Transmission Customer shall not have the right to continue to take Point to Point Transmission Service from the Transmission Provider after the Termination Date pursuant to section 2.2 of the Tariff, or its successor, unless, before [insert date 60 days before termination of contract; ex. August 2, 2003], (a) transmission capacity sufficient to accommodate Point to Point Transmission Service to the Transmission Customer for such period becomes available; and (b) the Transmission Customer requests the Transmission Provider to continue service. In such case the Transmission Customer's exercise of its right of first refusal pursuant to section 2.2 or its successor shall be subject to the terms and conditions of such section.~~

2. DESCRIPTION OF CAPACITY AND ENERGY TO BE TRANSMITTED BY TRANSMISSION PROVIDER

Delivering Party (Resource)	POR Name & Voltage	POR Control Area	Reserved Capacity (kW)	POD Name & Voltage	POD Control Area	Reserved Capacity (kW)	Receiving Party

Total Reserved Capacity

3. POINT(S) OF RECEIPT

[The following, 3(a) – 3(l), is a list of PBL POR location/descriptions and associated voltage(s) that may be included in the customer's request if they

¹ To be assigned.

have PBL purchases. If they are not included in the request, delete the nonapplicable ones.]

(a) **Bonneville**

Location: the points in the Transmission Provider's Bonneville Powerhouse #1 Substation and North Bonneville Substation where the 115 kV and 230 kV lines integrating the output of the Bonneville Powerhouses 1 and 2 connect to the 115 kV and 230 kV bus, respectively;

Voltage: 115 and 230 kV.

(b) **Chief Joseph**

Location: the points in the Transmission Provider's Chief Joseph Substation where the 230 kV and 500 kV lines integrating the output of the Chief Joseph Powerhouse connect to the 230 kV bus and 500 kV terminals, respectively;

Voltage: 230 and 500 kV.

(c) **Columbia Generating Station**

Location: the points in the Transmission Provider's Ashe Substation where the 500 kV line integrating the output of the Columbia Generating Station connects to the 500 kV terminal;

Voltage: 500 kV.

(d) **Grand Coulee**

Location: the points in the Transmission Provider's Grand Coulee 230 kV and 500 kV Switchyards where the lines integrating the output of the Grand Coulee Powerhouses connect to the 230 and 500 kV bus, respectively;

Voltage: 230 and 500 kV.

(e) **John Day**

Location: the points in the Transmission Provider's John Day Substation where the 500 kV lines integrating the output of the John Day Powerhouse connect to the 500 kV terminals;

Voltage: 500 kV.

(f) **McNary**

Location: the points in the Transmission Provider's McNary Substation where the 115 kV and 230 kV lines integrating the output of the McNary Powerhouse connect to the 115 kV and 230 kV bus, respectively;

Voltage: 115 and 230 kV.

(g) **The Dalles**

Location: the points in the Transmission Provider's Big Eddy Substation where the 115 kV and 230 kV lines integrating the output of the The Dalles Powerhouse connect to the 115 and 230 kV bus, respectively;

Voltage: 115 and 230 kV.

(h) **Ice Harbor**

Location: the points in the Transmission Provider's Levey, Sacajawea, and Franklin Substations where the 115 kV lines integrating the output of the Ice Harbor Powerhouse connect to the 115 kV terminal or bus.;

Voltage: 115 kV.

(i) **Little Goose**

Location: the point in the Transmission Provider's Little Goose Substation where the 500 kV line integrating the output of the Little Goose Powerhouse connects to the 500 kV terminal;

Voltage: 500 kV.

(j) **Lower Granite**

Location: the point in the Transmission Provider's Lower Granite Substation where the 500 kV line integrating the output of the Lower Granite Powerhouse connects to the 500 kV ring bus;

Voltage: 500 kV.

(k) **Lower Monumental**

Location: the point in the Transmission Provider's Lower Monumental Substation where the 500 kV line integrating the output of the Lower Monumental Powerhouse connects to the 500 kV ring bus;

Voltage: 500 kV.

(l) [Insert Name] **X Substation**

Location:

Voltage:

[The following is a list of PBL POR location/descriptions and associated voltage other than those identified in 3(a) – 3(k). Use only those identified by the customer; alphabetize all identified and delete the others.]

- (x) **Albeni Falls**[new paragraph]**Location:** the point in the Transmission Provider's Albeni Falls Substation where the 115 kV line integrating the output of the Albeni Falls Powerhouse connects to the 115 kV bus; [new paragraph]**Voltage:** 115 kV.
- (x) **Anderson Ranch**[new paragraph]**Location:** the point in the Transmission Provider's Mountain Home Jct. No. 1 Substation where the 138 kV facilities integrating the output of the Anderson Ranch Powerhouse connect; [new paragraph]**Voltage:** 138 kV.
- (x) **Big Cliff**[new paragraph]**Location:** the point in the Transmission Provider's Santiam Substation where the 230 kV line integrating the output of the Big Cliff powerhouse connects to the 230 kV bus; [new paragraph]**Voltage:** 230 kV.
- (x) **Chandler**[new paragraph]**Location:** the point in the Transmission Provider's Grandview – Richland No. 1 transmission line, between structures 14/5S and 14/6S, where the 115 kV line integrating the output of the Chandler Powerhouse connects to the 115 kV transmission line; [new paragraph]**Voltage:** 115 kV.
- (x) **Cougar**[new paragraph]**Location:** the point in the Transmission Provider's Cougar – Thurston No. 1 transmission line, near structure 2/3, where the 115 kV line integrating the output of the Cougar Powerhouse connects; [new paragraph]**Voltage:** 115 kV.
- (x) **Detroit**[new paragraph]**Location:** the point in the Transmission Provider's Santiam Substation where the 230 kV line integrating the output of the Detroit Powerhouse connects to the 230 kV bus; [new paragraph]**Voltage:** 230 kV.
- (x) **Dexter**[new paragraph]**Location:** the point in the Transmission Provider's Dexter tap line, between structures 3/4S and 3/5S on the Lookout Point - Alvey No. 1 transmission line, where the 115 kV line integrating the output of the Dexter Powerhouse connects; [new paragraph]**Voltage:** 115 kV.
- (x) **Dworshak**[new paragraph]**Location:** the point in the Transmission Provider's Dworshak Substation where the 500 kV line integrating the output of the Dworshak Powerhouse connects to the 500 kV terminal

and the point where the Dworshak Powerhouse connects to the 115 kV Dworshak Powerhouse – Orofino No. 1 115 kV transmission line; [new paragraph]**Voltage:** 500 kV and 115 kV.

- (x) **Foster**[new paragraph]**Location:** the point in the Transmission Provider’s 115 kV tap line from the Albany – Green Peter transmission line, near structure 7/1, where the 115 kV line integrating the output of the Foster Powerhouse connects; [new paragraph]**Voltage:** 115 kV.
- (x) **Hills Creek**[new paragraph]**Location:** the point in the Transmission Provider’s Oakridge Substation where the 115 kV line integrating the output of the Hills Creek Powerhouse connects to the 115 kV bus; [new paragraph]**Voltage:** 115 kV.
- (x) **Hungry Horse**[new paragraph]**Location:** the point in the Transmission Provider’s Hungry Horse Switchyard where the 230 kV line from the Transmission Provider’s Conkelly Substation connects to the 230 kV bus at the switchyard; [new paragraph]**Voltage:** 230 kV.
- (x) **Libby**[new paragraph]**Location:** the points in the Transmission Provider’s Libby Substation where the 230 kV lines integrating the output of the Libby Powerhouse connect to the 230 kV bus; [new paragraph]**Voltage:** 230 kV.
- (x) **Lookout Point**[new paragraph]**Location:** the point in the Transmission Provider’s Lookout Point Substation where the 115 kV line integrating the output of the Lookout Point Powerhouse connects to the 115 kV bus; [new paragraph]**Voltage:** 115 kV.
- (x) **Minidoka**[new paragraph]**Location:** the point in the Transmission Provider’s Minidoka Powerhouse – Unity No. 1 Transmission Line where the 138 kV line integrating the output of the Minidoka Powerhouse connects to the 138 kV transmission line; [new paragraph]**Voltage:** 138 kV.
- (x) **Palisades**[new paragraph]**Location:** the points in the Transmission Provider’s Palisades - Swan Valley and Palisades - Goshen Transmission Lines where the 115 kV lines integrating the output of the Palisades Powerhouse connect to the 115 kV transmission lines; [new paragraph]**Voltage:** 115 kV.
- (x) **Roza**[new paragraph]**Location:** the point in the Transmission Provider’s Moxee – Roza No. 1 transmission line where the 115 kV facilities integrating the output of the Roza Powerhouse connect to the 115 kV transmission line; [new paragraph]**Voltage:** 115 kV.

Dynamic Schedule: [Use only if it applies.] The resource at this POR will utilize a [one-way dynamic schedule/two-way dynamic schedule. (Choose one.)]

4. POINT(S) OF DELIVERY

(a) **Description of Network Points of Delivery** [Option 1 of 2]
Not applicable. See section 4(b) of this Table 1.

(a) **Description of Network Points of Delivery** [Option 2 of 2]

(1) **Name of Point of Delivery**

Location: X;

Voltage: kV;

Metering: X;

Metering Loss Adjustment: [Use only if adjustment applies.]
The Transmission Provider will adjust for losses between the Transmission Customer's Point of Delivery and point of metering. Such adjustments shall be specified in written correspondence between the Transmission Provider and the Transmission Customer;

Dynamic Schedule: [Use only if it applies.] The load at this POD shall be served via a [one-way dynamic schedule/two-way dynamic schedule; (Choose one.)]

Exceptions: X. [List any exceptions that apply, if none- delete.]

(b) **Description of Transfer Points of Delivery** [Option 1 of 2]
Not applicable. See section 4(a) of this Table 1.

(b) **Description of Transfer Points of Delivery** [Option 2 of 2]
For purposes of this section the following definitions shall apply:

“Named Transfer Point of Delivery” means the point where the Transmission Provider delivers power to the Intervening System.

“Point of Receipt from Intervening System” means the point where the Transmission Provider or a Third Party receives power from the Intervening System prior to delivery of power to the Point of Delivery.

(1) **Transfer Point of Delivery Name**

Location of Named Transfer Point of Delivery: X;

Location: X;

Voltage: kV;

Metering: X;

The Transmission Provider's Point of Receipt from Intervening System: X; [Include only if applicable.]

Location: X;

Voltage: kV;

Metering: X;

Transmission Customer Point of Delivery: X;

Location: X;

Voltage: kV;

Metering: X;

Metering Loss Adjustment: X;

Exceptions: X.

5. DESIGNATION OF PARTY(IES) SUBJECT TO RECIPROCAL SERVICE OBLIGATION

[Insert name of Transmission Customer.]

6. NAMES OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE

[If not applicable insert "None".]

7. SERVICE AGREEMENT CHARGES

Service under this Agreement will be subject to some combination of the charges detailed in Tables 1, 2, and 3 of this exhibit. (The appropriate charges for transactions will be determined in accordance with the terms and conditions of the Tariff.)

(a) **Transmission Charge**

PTP-02 Rate Schedule or successor rate schedules.

[Identify other charges including Delivery Charge if applicable; may need to identify PTP-96 if reservation fee during this rate period.]

(1) **Reservation Fee**

[If there is no Reservation Fee, insert "Not applicable".]

Within 30 days after the Transmission Customer signs this Service Agreement, the first annual nonrefundable reservation fee of \$xxx,xxx shall be paid to the Transmission Provider. For the second and any subsequent reservation fees, the Transmission

Provider will bill the Transmission Customer 30 days prior to their due date. If the deferral or extension of service spans two or more rate periods, the reservation fee will be based on the PTP, IS Rate in effect at the time each payment is due. The Reservation Fee is based on the PTP, IS Rate only and does not include either of the two Ancillary Services that the Transmission Customer is obligated to purchase from the Transmission Provider.

(2) **Short Distance Discount (SDD)**

Not applicable. [If applicable, delete "Not applicable".]

(b) **System Impact and/or Facilities Study Charge(s)**

System Impact and/or Facilities Study Charges are not required at this time for service under this Service Agreement.

8. OTHER PROVISIONS SPECIFIC TO THIS SERVICE AGREEMENT

~~None.~~ Prior Agreements superseded by this Agreement include (list).

(W:\TMC\CT\Customer\Contract [DRAFT or FINAL]\#####.doc) 00/00/01

**TABLE 2
DIRECT ASSIGNMENT AND USE-OF-FACILITIES CHARGES**

Facilities Charges are not required at this time for the service under this Service Agreement. [\[Delete this statement if there are charges and use the following.\]](#)

1. DIRECT ASSIGNMENT FACILITIES CHARGES

List the charges here.

2. USE-OF-FACILITIES CHARGES

Calculation of Charges Pursuant to the UFT-02 Rate Schedule¹

Facility	<u>Investmen</u>	<u>I&A</u>	<u>I&A</u>	<u>O&M</u>	<u>Sum of Non-</u>	<u>\$/kW/</u>
	<u>t</u>	<u>Annual</u>	<u>Annual</u>	<u>Annual</u>	<u>Coincidental</u>	<u>yr</u>
	\$	%	\$	\$	kW	\$
Substation	X	X	X	X	X	X

Total UFT Charge² = \$#.##/kW/mo

(W:\TMC\CT\Customer\Contract [DRAFT or FINAL]\#####.doc) 00/00/01

¹ UFT-02 Rate Schedule or successor rate schedules.

² This charge may be revised annually to reflect changes in:

- (1) the yearly noncoincidental demands on the facility under this Service Agreement and other agreements;
- (2) I&A annual cost ratios;
- (3) O&M annual costs; and
- (4) investments in facilities.

**TABLE 3
ANCILLARY SERVICE CHARGES**

This Table 3 is subject to the ACS-02 Rate Schedule or successor rate schedules.

[If a particular service is not applicable, ex. customer not in our control area, insert “Not applicable” under Provider and footnote the reason why.]

	Provided By	Contract No.
1. SCHEDULING, SYSTEM CONTROL AND DISPATCH (Customer required to purchase from Transmission Provider)	Transmission Provider	
2. REACTIVE SUPPLY AND VOLTAGE CONTROL (Customer required to purchase from Transmission Provider)	Transmission Provider	
3. REGULATION & FREQUENCY RESPONSE (Only for customers serving load in Transmission Provider’s Control Area)	Transmission Provider	
4. ENERGY IMBALANCE SERVICE (Only for customers serving load in Transmission Provider’s Control Area who do not receive requirements power service from BPA)	Transmission Provider OR Not Applicable ¹	
5. OPERATING RESERVE – SPINNING RESERVE	Transmission Provider	
6. OPERATING RESERVE – SUPPLEMENTAL RESERVE	Transmission Provider	

(W:\TMC\CT\Customer\Contract [DRAFT or FINAL]\#####.doc) 00/00/01

¹ Energy Imbalance service is not applicable to BPA requirements customers; or not applicable because Transmission Customer serves no load in the Transmission Provider’s Control Area.

**EXHIBIT B
NOTICES**

1. NOTICES RELATING TO PROVISIONS OF THE SERVICE AGREEMENT

Any notice or other communication related to this Service Agreement, other than notices of an operating nature (section 2 below), shall be in writing and shall be deemed to have been received if delivered in person, First Class mail, by telefax or sent by acknowledged delivery.

If to the Transmission Customer: If to the Transmission Provider:

Customer Name	Bonneville Power Administration
Address	P.O. Box 491
City State	Vancouver, WA 98666-0491
Attention: <i>[Name of Customer Contact]</i>	Attention: Transmission Account Executive for <i>[Customer Name]</i> –
Title:	TM/Ditt2
Phone: () ___-___	Phone: (360) 418-___
Fax: () ___-___	Fax: (360) 418-___

2. NOTICES OF AN OPERATING NATURE

Any notice, request, or demand of an operating nature by the Transmission Provider or the Transmission Customer shall be made either orally or in writing by telefax or sent by First Class mail or acknowledged delivery.

If to the Transmission Customer: If to the Transmission Provider:

Customer Name	Bonneville Power Administration
Address	Address
City State	City State
Attention: <i>[Name of Customer Contact]</i>	Attention: Name of Contact
Title:	Title:
Phone: () ___-___	Phone: () ___-___
Fax: () ___-___	Fax: () ___-___

3. SCHEDULING AGENT *[Enter “Transmission Customer performs its own scheduling.” if the customer performs its own scheduling. Then delete the following statement]*

The Transmission Customer has designated the following scheduling agent.

Scheduling Agent Name
Address
City State
Attention: *[Name of Contact]*
Title:
Phone: () ___-___
Fax: () ___-___

(W:\TMC\CT\Customer\Contract [DRAFT or FINAL]\#####.doc) 00/00/01

