

**BONNEVILLE POWER ADMINISTRATION**

**TRANSMISSION BUSINESS LINE**

**OPEN ACCESS TRANSMISSION TARIFF**

**MARCH, 2000**

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TRANSMISSION BUSINESS LINE  
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1 **COMMON SERVICE PROVISIONS**

2 **1 DEFINITIONS**

3 **1.1 Ancillary Services**

4 Those services that are necessary to support the transmission of capacity and  
5 energy from resources to loads while maintaining reliable operation of the Transmission  
6 Provider's Transmission System in accordance with Good Utility Practice.

7 **1.2 Application**

8 A request by an Eligible Customer for transmission service pursuant to the  
9 provisions of this Tariff.

10 **1.3 Business Day**

11 The days Monday through Friday, excluding days observed as holidays by the  
12 Transmission Provider.

13 **1.4 Commission**

14 The Federal Energy Regulatory Commission.

15 **1.5 Completed Application**

16 An Application that satisfies all of the information and other requirements of this  
17 Tariff, including any required deposit.

18 **1.6 Construction Agreement**

19 An agreement between the Parties that provides a complete description of the  
20 facilities to be built as recommended in the Facilities Study, construction responsibilities,  
21 allocation of costs, and facility ownership. The agreement may include provisions  
22 assigning operations and maintenance responsibilities.

1    **1.7    Control Area**

2           An electric power system or combination of electric power systems to which a  
3 common Automatic Generation Control (AGC) scheme is applied in order to: (1) match,  
4 at all times, the power output of the generators within the electric power system(s) and  
5 capacity and energy purchased from entities outside the electric power system(s), with the  
6 load within the electric power system(s); (2) maintain scheduled interchange with other  
7 Control Areas, within the limits of Good Utility Practice; (3) maintain the frequency of  
8 the electric power system(s) within reasonable limits in accordance with Good Utility  
9 Practice; and (4) provide sufficient generating capacity to maintain operating reserves in  
10 accordance with Good Utility Practice.

11   **1.8    Curtailement**

12           A reduction in firm or nonfirm transmission service in response to a transmission  
13 capacity shortage as a result of system reliability conditions.

14   **1.9    Customer-Served Load**

15           The monthly amount in megawatts of the Transmission Customer's Network Load  
16 that the Transmission Customer elects to serve on a firm basis from sources internal to its  
17 system or over nonfederal transmission facilities or pursuant to contracts other than the  
18 Network Integration Service Agreement.

19   **1.10   Daily Firm Network Contract Demand Transmission Service**

20           Firm transmission service under Part IV of this Tariff at secondary Points of  
21 Delivery in daily increments of one (1) day or greater but less than or equal to 364 days.

1    **1.11    Daily Firm Point-to-Point Transmission Service**

2           Firm transmission service under Part II of this Tariff in daily increments of one (1)  
3 day or greater but less than or equal to 364 days.

4    **1.12    Daily Nonfirm Point-to-Point Transmission Service**

5           Nonfirm transmission service under Part II of this Tariff in daily increments of one  
6 (1) day or greater but less than or equal to thirty-one (31) days.

7    **1.13    Delivering Party**

8           The entity supplying capacity and energy to be transmitted at Point(s) of Receipt.

9    **1.14    Designated Agent**

10           Any entity that performs actions or functions required under this Tariff on behalf  
11 of the Transmission Provider, an Eligible Customer, or the Transmission Customer.

12   **1.15    Direct Assignment Facilities**

13           Facilities or portions of facilities that have been or are constructed by the  
14 Transmission Provider for the sole use and benefit of a particular Transmission Customer  
15 requesting service under this Tariff, the costs of which may be directly assigned to the  
16 Transmission Customer in accordance with applicable Commission policy. Direct  
17 Assignment Facilities shall be specified in the Service Agreement that governs service to  
18 the Transmission Customer.

19   **1.16    Dynamic Schedules**

20           A telemeter reading or value which is updated in real time and which is used as a  
21 schedule in the AGC and Area Control Error (ACE) equation of the Transmission Provider  
22 and the integrated value of which is treated as a schedule for interchange accounting  
23 purposes. One way Dynamic Schedules are commonly used for scheduling remote

1 generation or remote load to or from another Control Area. Two-way Dynamic Schedules  
2 are commonly used to provide supplemental regulation or operating reserve support from  
3 one entity to another, usually between Control Areas. The Receiving Party sends the  
4 Delivering Party a requested Dynamic Schedule (the first part of the two-way schedule).  
5 The Delivering Party then responds with the official Dynamic Schedule of what actually is  
6 delivered to the Receiving Party (the second part of the two-way schedule).

7 **1.17 Dynamic Transfer**

8 The provision of the real-time monitoring, telemetering, computer software,  
9 hardware, communications, engineering, transmission capacity and energy accounting  
10 (including inadvertent interchange), and administration, including transmission  
11 scheduling, required to electronically move all or a portion of the real energy services  
12 associated with a generator or load out of one Control Area into another Control Area.

13 **1.18 Eligible Customer**

14 (a) Any electric utility and any power marketer, Federal power marketing  
15 agency (including the Transmission Provider's Merchant Function), or any person  
16 generating electric energy for sale for resale; electric energy sold or produced by such  
17 entity may be electric energy produced in the United States, Canada or Mexico; however,  
18 with respect to transmission service that the Commission is prohibited from ordering by  
19 Section 212(h) of the Federal Power Act, an entity is eligible only if the service is provided  
20 pursuant to a voluntary offer of such service by the Transmission Provider; and

21 (b) Aggregators of retail distribution customers taking unbundled  
22 transmission service pursuant to a state retail access program or retail distribution  
23 customers taking such service pursuant to a voluntary offer by the Transmission Provider,

1 for transmission service to a point of delivery on the distribution system of the retail  
2 customers' distribution utility. If provided for separately by contract or policy, the  
3 Bonneville Power Administration's direct service industrial customers shall be  
4 considered Eligible Customers.

5 **1.19 Facilities Study**

6 An engineering study conducted by the Transmission Provider to determine the  
7 required modifications to the Transmission Provider's Transmission System, including  
8 the cost and scheduled completion date for such modifications, that shall be required to  
9 provide the requested transmission service.

10 **1.20 Firm Point-to-Point Transmission Service**

11 Firm transmission service under Part II of this Tariff from one (1) hour to one  
12 (1) calendar day for hourly service, one (1) calendar day to 364 calendar days for daily  
13 service, or for one (1) year or more for long-term service.

14 **1.21 Good Utility Practice**

15 Any of the practices, methods and acts engaged in or approved by a significant  
16 portion of the electric utility industry in the region during the relevant time period, or any  
17 of the practices, methods and acts which, in the exercise of reasonable judgment in light  
18 of the facts known at the time the decision was made, could have been expected to  
19 accomplish the desired result at a reasonable cost consistent with good business practices,  
20 reliability, safety and expedition. Good Utility Practice is not intended to be limited to  
21 the optimum practice, method, or act to the exclusion of all others, but rather to be  
22 acceptable practices, methods, or acts generally accepted in the region.

1    **1.22    Hourly Firm Point-to-Point Transmission Service**

2           Firm transmission service under Part II of this Tariff in hourly increments.

3    **1.23    Hourly Nonfirm Network Integration Transmission Service**

4           Nonfirm transmission service under Part III of this Tariff in hourly increments.

5    **1.24    Hourly Nonfirm Point-to-Point Transmission Service**

6           Nonfirm transmission service under Part II of this Tariff in hourly increments.

7    **1.25    Integrated Network Transmission System**

8           The Transmission Provider’s transmission facilities excluding the Southern and  
9    Montana Interties, generation-integration, and delivery segment facilities.

10   **1.26    Interruption**

11           A reduction in nonfirm transmission service due to economic reasons pursuant to  
12    section 26.6.

13   **1.27    Load Shedding**

14           The systematic reduction of system demand by temporarily decreasing load in  
15    response to Transmission System or area capacity shortages, system instability, or voltage  
16    control considerations under Parts II, III, and IV of this Tariff.

17   **1.28    Long-Term Firm Network Contract Demand Transmission Service**

18           Firm transmission service under Part IV of this Tariff with a term of one (1) year  
19    or more in one (1) year increments.

20   **1.29    Long-Term Firm Network Integration Transmission Service**

21           Firm transmission service under Part III of this Tariff with a term of one (1) year  
22    or more in one (1) year increments.

1    **1.30    Long-Term Firm Point-to-Point Transmission Service**

2           Firm transmission service under Part II of this Tariff with a term of one (1) year  
3    or more in one (1) year increments.

4    **1.31    Merchant Function**

5           The Bonneville Power Administration’s Power Business Line that markets the  
6    power of the Federal Columbia River Power System.

7    **1.32    Montana Intertie**

8           The Transmission Provider’s share of the transmission capability of the double-  
9    circuit 500 kV transmission line and associated substation facilities from Broadview  
10   Substation to Garrison Substation.

11   **1.33    Network Contract Demand Customer**

12           An entity receiving transmission service pursuant to the terms of the Transmission  
13   Provider's Network Contract Demand Transmission Service under Part IV of this Tariff.

14   **1.34    Network Contract Demand Transmission Service**

15           The transmission service provided under Part IV of this Tariff, including any  
16   Ancillary Services that are provided by the Transmission Provider in conjunction with  
17   such service.

18   **1.35    Network Integration Customer**

19           An entity receiving transmission service pursuant to the terms of the Transmission  
20   Provider's Network Integration Transmission Service under Part III of this Tariff.

1    **1.36    Network Integration Transmission Service**

2            The transmission service provided under Part III of this Tariff, including any  
3    Ancillary Services that are provided by the Transmission Provider in conjunction with  
4    such service.

5    **1.37    Network Load**

6            The load that a Network Integration Customer designates for Network Integration  
7    Transmission Service under Part III of this Tariff. The Network Integration Customer's  
8    Network Load shall include all Network Load served by the output of any Network  
9    Resources designated by the Network Integration Customer. A Network Integration  
10   Customer may elect to designate less than its total load as Network Load but may not  
11   designate only part of the Network Load at a discrete Points of Delivery. Where a  
12   Network Integration Customer has elected not to designate the load at discrete Points of  
13   Delivery as Network Load, the Network Integration Customer is responsible for making  
14   separate arrangements under Parts II or IV of this Tariff that may be necessary for such  
15   non-designated load.

16   **1.38    Network Resource**

17            Any designated generating resource owned, purchased, or leased by a Network  
18   Integration Customer or by a Network Contract Demand Customer under Parts III or IV  
19   of this Tariff. Network Resources designated under Part III of this Tariff do not include  
20   any resource, or any portion of a resource, that is committed for sale to third parties or  
21   otherwise cannot be called upon to meet the Network Integration Customer's Network  
22   Load or the Network Contract Demand Customer's designated Transmission Demand at  
23   Point(s) of Delivery on a non-interruptible basis.

1    **1.39    Network Upgrades**

2            Modifications or additions to transmission-related facilities that are integrated  
3 with and support the Transmission Provider's overall Transmission System for the  
4 general benefit of all users of such Transmission System.

5    **1.40    Open Access Same-Time Information System (OASIS)**

6            The information system developed by the Transmission Provider, and standards  
7 of conduct contained in Part 37 of the Commission's regulations, and all additional  
8 requirements implemented by subsequent Commission orders related with OASIS.

9    **1.41    Part I**

10           Tariff Definitions and Common Service Provisions contained in section 2  
11 through section 24.

12    **1.42    Part II**

13           Tariff section 25 through section 32 pertaining to Point-to-Point Transmission  
14 Service in conjunction with the applicable Common Service Provisions of Part I and  
15 appropriate Schedules and Attachments.

16    **1.43    Part III**

17           Tariff section 33 through section 37 pertaining to Network Integration  
18 Transmission Service in conjunction with the applicable Common Service Provisions of  
19 Part I and appropriate Schedules and Attachments.

20    **1.44    Part IV**

21           Tariff section 38 through section 45 pertaining to Network Contract Demand  
22 Transmission Service in conjunction with the applicable Common Service Provisions of  
23 Part I and appropriate Schedules and Attachments.

1   **1.45   Parties**

2           The Transmission Provider and the Transmission Customer receiving service  
3   under this Tariff.

4   **1.46   Point(s) of Delivery**

5           Point(s) on the Transmission Provider's Transmission System, or transfer points  
6   on other utility systems pursuant to section 15.3, where capacity and energy transmitted  
7   by the Transmission Provider shall be made available to the Receiving Party under  
8   Parts II, III, or IV of this Tariff. The Point(s) of Delivery shall be specified in the  
9   Service Agreement.

10   **1.47   Point(s) of Receipt**

11           Point(s) of interconnection on the Transmission Provider's Transmission System  
12   where capacity and energy shall be made available to the Transmission Provider by the  
13   Delivering Party under Parts II, III, or IV of this Tariff. The Point(s) of Receipt shall be  
14   specified in the Service Agreement.

15   **1.48   Point-to-Point Customer**

16           An entity receiving transmission service pursuant to the terms of the Transmission  
17   Provider's Point-to-Point Transmission Service under Part II of this Tariff.

18   **1.49   Point-to-Point Transmission Service**

19           The transmission service provided under Part II of this Tariff, including any  
20   Ancillary Services that are provided by the Transmission Provider in conjunction with  
21   such service.

1    **1.50    Receiving Party**

2           The entity receiving the capacity and energy transmitted by the Transmission  
3    Provider to Point(s) of Delivery.

4    **1.51    Regional Transmission Association (RTA)**

5           A voluntary association of transmission owners, transmission users and other  
6    entities approved by the Commission to efficiently coordinate transmission planning  
7    (and expansion), operation and use on a regional (and interregional) basis.

8    **1.52    Reservation Fee**

9           A fee paid by a Transmission Customer under Parts II and IV of this Tariff to  
10   defer the commencement of Long-Term Firm Point-to-Point Transmission Service or  
11   Long-Term Firm Network Contract Demand Transmission Service.

12   **1.53    Service Agreement**

13           The initial agreement and any amendments or supplements thereto entered into  
14   by the Transmission Customer and the Transmission Provider for service under Parts II,  
15   III, or IV of this Tariff.

16   **1.54    Service Commencement Date**

17           The date the Transmission Provider begins to provide service pursuant to the terms  
18   of the Service Agreement or the date the Transmission Provider begins to provide service,  
19   in accordance with section 17.2 of this Tariff.

20   **1.55    Southern Intertie**

21           The segment of the Federal Columbia River Transmission System (FCRTS)  
22   that includes, but is not limited to, the major transmission facilities consisting of two  
23   (2) 500 kV AC lines from John Day Substation to the Oregon-California Border; a

1 portion of the 500 kV AC line from Buckley Substation to Summer Lake Substation;  
2 and the 500 kV AC Intertie facilities, which include Captain Jack Substation and the  
3 Alvey-Meridian AC line; and one (1) 1,000 kV DC line between the Celilo Substation  
4 and the Oregon-Nevada Border, and associated substation facilities.

5 **1.56 System Impact Study**

6 An assessment by the Transmission Provider of (a) the adequacy of the  
7 Transmission System to accommodate a request for Firm Point-to-Point Transmission  
8 Service, firm Network Integration Transmission Service, or firm Network Contract  
9 Demand Transmission Service, and (b) whether any additional costs may be incurred in  
10 order to provide transmission service.

11 **1.57 System Operating Committee**

12 A group made up of representatives from the Point-to-Point Customers, the  
13 Network Integration Customers, the Network Contract Demand Customers and the  
14 Transmission Provider established to coordinate operating criteria and other technical  
15 considerations required for implementation of the Point-to-Point Transmission Service,  
16 the Network Integration Transmission Service, and the Network Contract Demand  
17 Transmission Service under Parts II, III, and IV of this Tariff.

18 **1.58 System Operating Provisions**

19 The terms and conditions that are part of this Tariff under Attachment H under  
20 which the Point-to-Point Customer, the Network Integration Customer, and the Network  
21 Contract Demand Customer shall operate their facilities that interface with or which impact  
22 the Transmission System including the technical and operational matters associated with

1 the implementation of the Point-to-Point Transmission Service, the Network Integration  
2 Transmission Service, and the Network Contract Demand Transmission Service.

3 **1.59 Third-Party Sale**

4 Any sale for resale to a power purchaser that is not designated as part of Network  
5 Load under Network Integration Transmission Service.

6 **1.60 Transmission Customer**

7 Any Eligible Customer that (a) executes a Service Agreement, or (b) receives  
8 transmission service under section 17.2 of this Tariff.

9 **1.61 Transmission Demand**

10 The maximum amount of capacity, energy, and/or required Ancillary Services  
11 that the Transmission Provider agrees to transmit for the Transmission Customer over the  
12 Transmission Provider's Transmission System between the Point(s) of Receipt or  
13 Network Resources and the Point(s) of Delivery under Parts II or IV of this Tariff. The  
14 Transmission Demand shall be expressed in terms of: (a) a demand in whole megawatts  
15 on a sixty-minute (60) interval (commencing on the clock hour) basis except in cases  
16 where Dynamic Schedules are involved; (b) a demand equal to the largest ten-minute  
17 (10) moving average of the load or generation expected to occur during the contract  
18 period for one-way Dynamic Schedules used to transfer generation or load from one  
19 Control Area to another Control Area; or (c) a demand equal to the instantaneous peak  
20 demand, for each direction, of the supplemental Control Area service request expected to  
21 occur during the contract period for two-way Dynamic Transfers, used to provide  
22 supplemental Control Area services. The supplemental Control Area service response

1 shall always be the lesser of the Control Area service request or the Transmission  
2 Demand associated with the supplemental Control Area service.

3 **1.62 Transmission Provider**

4 The Bonneville Power Administration's Transmission Business Line (TBL) that  
5 owns, controls, or operates facilities used for the transmission of electric energy and  
6 provides transmission service under this Tariff. This excludes the Merchant Function.

7 **1.63 Transmission System**

8 The facilities owned, controlled or operated by the Transmission Provider and  
9 which are used to provide transmission service under Parts II, III, and IV of this Tariff.

10 **2 ANCILLARY SERVICES**

11 Ancillary Services are needed with transmission service to maintain reliability  
12 within and among the Control Areas affected by the transmission service. The  
13 Transmission Provider is required to provide, and the Transmission Customer is required  
14 to purchase, the following Ancillary Services: (a) Scheduling, System Control and  
15 Dispatch; and (b) Reactive Supply and Voltage Control from Generation Sources.

16 The Transmission Provider is required to offer to provide the following Ancillary  
17 Services only to the Transmission Customers serving load or integrating generation  
18 within the Transmission Provider's Control Area: (a) Regulation and Frequency  
19 Response; (b) Energy Imbalance; (c) Operating Reserve – Spinning; and (d) Operating  
20 Reserve - Supplemental. The Transmission Customer serving load or integrating  
21 generation within the Transmission Provider's Control Area is required to acquire these  
22 Ancillary Services, whether from the Transmission Provider, from a third party, or by

1 self-supply. The Transmission Customer may not decline the Transmission Provider's  
2 offer of Ancillary Services unless it demonstrates that it has acquired the Ancillary  
3 Services from another source in a manner that is technically achievable, which conforms  
4 to the criteria and standards established by the Transmission Provider for the provision of  
5 the specific Ancillary Services including the relevant NERC, Western Systems  
6 Coordinating Council (WSCC) and Northwest Power Pool (NWPP) reliability criteria.  
7 The Transmission Customer must list in its Application which Ancillary Services it shall  
8 purchase from the Transmission Provider.

9         The Transmission Provider shall specify the rate treatment and all related terms and  
10 conditions in the event of an unauthorized use of Ancillary Services by the Transmission  
11 Customer.

12         The specific Ancillary Services, prices, and/or compensation methods are described  
13 in the Schedules that are attached to and made a part of this Tariff and in the 2002  
14 Transmission and Ancillary Service Rate Schedules (Rate Schedules). Three principle  
15 requirements apply to discounts for Ancillary Services provided by the Transmission  
16 Provider in conjunction with its provision of transmission service, as follows: (1) any offer  
17 of a discount made by the Transmission Provider must be announced to all Eligible  
18 Customers solely by posting on the OASIS; (2) any customer-initiated requests for  
19 discounts (including requests for use by the Merchant Function) must occur solely by  
20 posting on the OASIS; and (3) once a discount is negotiated, details must be immediately  
21 posted on the OASIS. A discount agreed upon for an Ancillary Service must be offered for  
22 the same period to all Eligible Customers on the Transmission Provider's Transmission

1 System. In addition, discounts to non-affiliates must be offered in a not unduly  
2 discriminatory manner. Sections 2.1 through 2.6 below list the six (6) Ancillary Services.

3 **2.1 Scheduling, System Control and Dispatch Service**

4 The rates and/or methodology are described in Schedule 1 of this Tariff and in the  
5 Rate Schedules.

6 **2.2 Reactive Supply and Voltage Control from Generation Sources Service**

7 The rates and/or methodology are described in Schedule 2 of this Tariff and in the  
8 Rate Schedules.

9 **2.3 Regulation and Frequency Response Service**

10 Where applicable the rates and/or methodology are described in Schedule 3 of this  
11 Tariff and in the Rate Schedules.

12 **2.4 Energy Imbalance Service**

13 Where applicable the rates and/or methodology are described in Schedule 4 of this  
14 Tariff and in the Rate Schedules.

15 **2.5 Operating Reserve - Spinning Reserve Service**

16 Where applicable the rates and/or methodology are described in Schedule 5 of this  
17 Tariff and in the Rate Schedules.

18 **2.6 Operating Reserve - Supplemental Reserve Service**

19 Where applicable the rates and/or methodology are described in Schedule 6 of this  
20 Tariff and in the Rate Schedules.

1     **3       OPEN ACCESS SAME-TIME INFORMATION SYSTEM**

2           Terms and conditions regarding the OASIS and standards of conduct are set forth  
3     in 18 CFR, section 37 of the Commission's regulations (OASIS and Standards of Conduct  
4     for Public Utilities). In the event ATC as posted on the OASIS is insufficient to  
5     accommodate a request for firm transmission service, additional studies may be required  
6     as provided pursuant to section 13 and section 14.

7     **4       RECIPROCITY**

8           A Transmission Customer receiving transmission service under this Tariff agrees  
9     to provide to the Merchant Function comparable transmission service that it is capable of  
10    providing on similar terms and conditions over facilities used for the transmission of  
11    electric energy owned, controlled or operated by the Transmission Customer and over  
12    facilities used for the transmission of electric energy owned, controlled or operated by the  
13    Transmission Customer's corporate affiliate. A Transmission Customer that is a member  
14    of a power pool or RTA also agrees to provide comparable transmission service to the  
15    members of such power pool and RTA on similar terms and conditions over facilities used  
16    for the transmission of electric energy owned, controlled, or operated by the Transmission  
17    Customer and over facilities used for the transmission of electric energy owned, controlled  
18    or operated by the Transmission Customer's corporate affiliate.

19           This reciprocity requirement applies not only to the Transmission Customer that  
20    obtains transmission service under this Tariff, but also to all parties to a transaction that  
21    involves the use of transmission service under this Tariff, including the power seller,

1 buyer and any intermediary, such as a power marketer. This reciprocity requirement also  
2 applies to any Eligible Customer that owns, controls or operates transmission facilities that  
3 uses an intermediary, such as a power marketer, to request transmission service under this  
4 Tariff. If the Transmission Customer does not own, control, or operate transmission  
5 facilities, it must include in its Application a sworn statement of one of its duly authorized  
6 officers or other representatives that the purpose of its Application is not to assist an  
7 Eligible Customer to avoid the requirements of this provision.

## 8 **5 BILLING AND PAYMENT**

### 9 **5.1 Billing**

10 The Transmission Provider shall render monthly bills to the Transmission  
11 Customer for transmission services. Failure to receive a bill shall not release the  
12 Transmission Customer from liability for payment. If requested by the Transmission  
13 Customer, the Transmission Provider shall electronically transmit the Transmission  
14 Customer's monthly bill to the Transmission Customer on the issue date of the bill,  
15 provided the Parties have compatible electronic equipment. The Transmission Provider  
16 may elect to electronically transmit only that portion of the bill showing the amount owed.  
17 If the entire bill is not provided by electronic means, the Transmission Provider shall send  
18 the Transmission Customer a complete copy of its monthly bill by mail.

#### 19 (a) Due Date

20 Payment shall be due by 5:00 p.m. on the twentieth (20<sup>th</sup>) calendar day  
21 after the issue date of the bill (Due Date). If the twentieth (20<sup>th</sup>) day is a Saturday,  
22 Sunday, or Federal holiday, the Due Date shall be the next Business Day.

1 (b) Payments

2 (1) The Transmission Customer must pay by electronic funds transfer  
3 using procedures established by the Transmission Provider. However, exceptions to the  
4 method of payment may be made on a case by case basis according to the criteria listed  
5 below. All payment amounts are due and payable on the Due Date.

6 (2) The Transmission Customer may pay its bill by alternate method,  
7 provided the following criteria can be met:

8 (A) The Transmission Customer requests to pay by an alternate  
9 method at least thirty (30) days in advance of the billing date; and

10 (B) The Transmission Customer ensures that the Transmission  
11 Provider receives full payment by the above-stated Due Date; and

12 (C) The Transmission Customer has not previously incurred late  
13 payment charges while paying its bills by an alternate method; and

14 (D) The Transmission Provider approves the alternate payment  
15 method requested by the Transmission Customer.

16 (c) Payments by mail

17 If the Transmission Customer requests to pay its bill by mail as an alternate  
18 payment method, meets the requirements of section 5.1(b)(2) above, and the Transmission  
19 Provider approves such request, payments shall be mailed to:

20 Bonneville Power Administration  
21 PO Box 6040  
22 Portland, OR 97228-6040

23 The Transmission Provider must receive payment for such bills by the Due Date.

1           (d)    Pre-authorized Debit

2                   The Transmission Customer may elect, with the Transmission Provider's  
3 concurrence, to pay through the use of a pre-authorized debit which is an electronic  
4 payment option authorizing the Transmission Provider to automatically withdraw a  
5 Transmission Customer's payments from its bank account.

6           (e)    Computation of Bills

7                   Bills for products and services purchased under this Tariff may be  
8 rounded to whole dollar amounts by eliminating any amount which is less than fifty-  
9 cents (50 cents) and increasing any amount from fifty-cents (50 cents) through ninety-  
10 nine cents (99 cents) to the next higher dollar.

11          (f)    Estimated Bills

12                   At its option, the Transmission Provider may elect to render an estimated  
13 bill for a month to be followed at a subsequent billing date by a final bill for that month.  
14 Such estimated bill shall have the validity of, and is subject to, the same payment  
15 provisions as a final bill.

16          (g)    Late Payment

17                   Bills not paid in full with payment received by the Transmission Provider  
18 before close of business on the Due Date shall be subject to late payment charge of one-  
19 twentieth percent (0.05 percent) applied each day to the unpaid balance. This late payment  
20 charge shall be assessed on a daily basis until such time as the Transmission Provider  
21 receives the unpaid amount.

1 (h) Revised Bills

2 As necessary, the Transmission Provider may render revised bills. The date  
3 of a revised bill shall be its issue date.

4 (1) If the amount of the revised bill is more than the amount of the  
5 previous bill, the previous bill remains due on its Due Date, and the additional amount is  
6 due on the Due Date of the revised bill.

7 (2) If the amount of the revised bill is less than the amount of the  
8 previous bill, the obligation to pay the previous bill is satisfied by payment of the revised  
9 bill on the Due Date of the previous bill.

10 (3) If the revised bill changes the Party to whom money is due prior to  
11 payment of the previous bill, the previous bill is canceled and the amount owed the other  
12 Party is due on the Due Date of the revised bill.

13 (4) If payment of the previous bill results in an overpayment, a refund is  
14 due on the later of (a) the Due Date of the revised bill, or (b) twenty (20) days from the  
15 receipt of the payment for the original bill. Should refund not be made by the  
16 Transmission Provider by the above date, late payment interest shall accrue and be paid by  
17 the Transmission Provider pursuant to the Prompt Payment Act.

18 (i) Disputed Bills

19 (1) In the event of a billing dispute between the Transmission Provider  
20 and the Transmission Customer, the Transmission Provider will continue to provide  
21 service under the Service Agreement as long as the Transmission Customer: (1) continues  
22 to make all payments not in dispute; and (2) pays into an escrow account the portion of the  
23 invoice in dispute. If the Transmission Customer fails to meet these two requirements for

1 continuation of service, then the Transmission Provider may provide notice of its intent to  
2 suspend service to the Transmission Customer in sixty (60) days.

3 (2) If it is determined that the Transmission Customer is entitled to a  
4 refund of any portion of the disputed amount, then the Transmission Provider will make  
5 such refund with interest computed from the date of receipt of the disputed payment to the  
6 date the refund is made. The Transmission Provider shall make such refund with simple  
7 interest. The daily interest rate used to determine the interest is calculated by dividing the  
8 Prompt Payment Act Interest Rate by 365. The applicable Prompt Payment Act Interest  
9 Rate shall be the rate that is in effect on the date the Transmission Provider receives  
10 payment. Should a third party escrow account service be necessary, the escrow fees will  
11 be split evenly between the Transmission Provider and the Transmission Customer and  
12 interest on the disputed funds will be the interest paid by the institution providing the  
13 escrow service.

14 **5.2 Customer Default**

15 In the event the Transmission Customer fails, for any reason other than a billing  
16 dispute as described above, to make payment to the Transmission Provider on or before  
17 the Due Date as described above, and such failure of payment is not corrected within  
18 thirty (30) calendar days after the Transmission Provider notifies the Transmission  
19 Customer to cure such failure, a default by the Transmission Customer shall be deemed  
20 to exist. Upon the occurrence of default the Transmission Provider may notify the  
21 Transmission Customer that it plans to terminate service in sixty (60) days. The  
22 Transmission Customer may use the dispute resolution procedures to contest such  
23 termination.

1    **5.3    Records**

2           The Transmission Provider and the Transmission Customer shall keep such  
3 records as may be needed to afford a clear history of all transactions under this Tariff.  
4 The originals of all such records shall be retained for a minimum of two (2) years plus  
5 the current year (or such longer period as may be required by any regulatory  
6 commission having jurisdiction), and copies shall be delivered to the other Party on  
7 request.

8    **6       ACCOUNTING FOR THE MERCHANT FUNCTION’S USE OF THIS**  
9    **TARIFF**

10           The Transmission Provider shall record the following amounts as outlined below.

11    **6.1    Transmission Revenues**

12           Include in a separate operating revenue account or subaccount the revenues it  
13 receives from the Merchant Function.

14    **6.2    Study Costs and Revenues**

15           Include in a separate transmission operating expense account or subaccount,  
16 costs properly chargeable to expenses that are incurred to perform any System Impact  
17 Studies or Facilities Studies which the Transmission Provider conducts to determine if it  
18 must construct new transmission facilities or upgrades necessary to meet the needs of  
19 the Merchant Function, and include in a separate operating revenue account or  
20 subaccount the revenues received from its Merchant Function for System Impact Studies  
21 or Facilities Studies performed when such amounts are separately stated and identified  
22 in the Transmission Customer's billing under this Tariff.

1 **6.3 Use of Firm Transmission Service for Third-Party Sales by the Merchant**  
2 **Function**

3 The Merchant Function shall be subject to the Rate Schedules and the terms and  
4 conditions of Parts II and IV of this Tariff when making Third-Party Sales under  
5 agreements that are subject to this Tariff and that were executed on or after July 12, 1996.  
6 The Transmission Provider shall maintain separate accounting, pursuant to this section 6,  
7 for use by the Merchant Function of the Point-to-Point Transmission Service and the  
8 Network Contract Demand Transmission Service to make Third-Party Sales.

9 **7 RATES AND CHARGES**

10 **7.1 Designation of Rates**

11 The Transmission Customer shall pay for services provided under this Tariff as  
12 provided for in the Rate Schedules determined in a formal Bonneville Power  
13 Administration rate hearing pursuant to Section 7(i) of the Northwest Power Act.

14 **7.2 Stranded Cost Recovery**

15 The Transmission Provider, as a condition of service under this Tariff, may seek  
16 to recover stranded costs from the Transmission Customer pursuant to this Tariff and  
17 pursuant to Section 7 of the Northwest Power Act.

18 **7.3 Compensation for New Facilities Costs**

19 Whenever a System Impact Study performed by the Transmission Provider in  
20 connection with the provision of firm transmission service identifies the need for new  
21 facilities, the Transmission Customer shall be responsible in advance for such costs of  
22 new facilities pursuant to the advance funding Rate Schedule.

1    **8       REGULATORY FILINGS**

2           Nothing contained in this Tariff or any Service Agreement shall be construed as  
3 affecting in any way the right of the Transmission Provider to revise rates and establish  
4 new rates pursuant to Section 7(i) of the Pacific Northwest Electric Power Planning and  
5 Conservation Act.

6           Nothing contained in this Tariff or any associated Service Agreement shall be  
7 construed as affecting in any way the ability of any Party receiving service under this  
8 Tariff to exercise its rights under sections 211, 212, and 213 of the Federal Power Act  
9 and pursuant to the Commission’s rules and regulations promulgated thereunder.

10   **9       FORCE MAJEURE AND INDEMNIFICATION**

11   **9.1     Force Majeure**

12           An event of Force Majeure means any act of God; labor disturbance; act of the  
13 public enemy; war; insurrection; riot; fire; storm or flood; electric disturbances; explosion;  
14 breakage or accident to machinery or equipment; any Curtailment, order, regulation, or  
15 restriction imposed by governmental military or lawfully established civilian authorities;  
16 or any other cause beyond a Party’s control. A Force Majeure event does not include an  
17 act of negligence or intentional wrongdoing. Neither the Transmission Provider nor the  
18 Transmission Customer shall be considered in default as to any obligation under this  
19 Tariff if prevented from fulfilling the obligation due to an event of Force Majeure.  
20 However, a Party whose performance under this Tariff is hindered by an event of Force  
21 Majeure shall make all reasonable efforts to perform its obligations under this Tariff.

1    **9.2    Indemnification**

2           (a)    For the purposes of this section an electric disturbance is any sudden,  
3 unexpected, changed, or abnormal electric condition occurring in or on an electric  
4 system which could cause damage.

5           (b)    Each Party shall design, construct, operate, maintain, and use its electric  
6 system in conformance with accepted Good Utility Practices to:

7                   (1)    minimize electric disturbances such as, but not limited to, the  
8 abnormal flow of power which may interfere with the electric system of the other Party or  
9 any electric system connected with such other Party's electric system; and

10                   (2)    minimize the effect on its electric system and on its customers of  
11 electric disturbances originating on its own or another electric system.

12           (c)    If the Transmission Provider and the Transmission Customer are Parties to  
13 the Agreement Limiting Liability Among Western Interconnected Systems, such  
14 agreement shall continue in full force and effect as between the Parties.

15           (d)    During such time as a Party to a Service Agreement under this Tariff is not  
16 a Party to the Agreement Limiting Liability Among Western Interconnected Systems, its  
17 relations with the other Party with respect to system damages shall be governed by the  
18 following sentence, notwithstanding the fact that the other Party may be a Party to said  
19 Agreement Limiting Liability Among Western Interconnected Systems. A Party to a  
20 Service Agreement under this Tariff shall not be liable to the other Party for damage to the  
21 other Party's system or facilities caused by an electric disturbance on the first Party's  
22 system, whether or not such electric disturbance is the result of negligence by the first  
23 Party, if the other Party has failed to fulfill its obligation under subsection (b)(2) above.

1           (e)     If one of the Parties to a Service Agreement under this Tariff is not a Party  
2 to the Agreement Limiting Liability Among Western Interconnected Systems, the  
3 Transmission Customer shall at all times indemnify, and save the Transmission Provider  
4 harmless from any and all damages, losses, claims, including claims and actions relating to  
5 injury to or death of any person or damage to property, demands, suits, recoveries, costs  
6 and expenses, court costs, attorney fees, and all other obligations by or to third parties,  
7 arising out of or resulting from the Transmission Provider's performance of its obligations  
8 under this Tariff on behalf of the Transmission Customer, except in cases of negligence or  
9 intentional wrongdoing by the Transmission Provider.

10   **10     CREDITWORTHINESS**

11           For the purpose of determining the ability of the Transmission Customer to meet its  
12 obligations related to service hereunder, the Transmission Provider may require reasonable  
13 credit review procedures. This review shall be made in accordance with standard  
14 commercial practices. In addition, the Transmission Provider may require the  
15 Transmission Customer to provide and maintain in effect during the term of the Service  
16 Agreement, an unconditional and irrevocable letter of credit as security to meet its  
17 responsibilities and obligations under this Tariff, or an alternative form of security  
18 proposed by the Transmission Customer and acceptable to the Transmission Provider and  
19 consistent with commercial practices established by the Uniform Commercial Code that  
20 protects the Transmission Provider against the risk of non-payment.

1    **11    DISPUTE RESOLUTION PROCEDURES**

2    **11.1    Dispute Resolution Procedures**

3           Any complaint concerning implementation of this Tariff shall be resolved as  
4 follows:

5           (a)    Through a dispute resolution process, pursuant to the terms of a RTA  
6 governing agreement of which both Parties are members;

7           (b)    If both Parties are not members of the same RTA, through a dispute  
8 resolution process agreed to by the Parties, or through a transmission complaint filed with  
9 the Commission to the extent the Commission has jurisdiction over such dispute; or

10          (c)    If both Parties are members of more than one RTA, the dispute resolution  
11 process shall be with the Northwest Regional Transmission Association (NRTA) as the  
12 first choice and the Western Regional Transmission Association (WRTA) as the second  
13 choice.

14    **11.2    Rights Under the Federal Power Act**

15           Nothing in this section shall restrict the rights of any Party to file a complaint with  
16 the Commission under relevant provisions of the Federal Power Act.

17    **12    CONVERSION OF EXISTING AGREEMENTS**

18           Eligible Customers with Integration of Resources (IR), Formula Power  
19 Transmission (FPT), Southern Intertie (IS), Point-to-Point (PTP), or Network Integration  
20 (NT) agreements existing on the Effective Date of this Tariff who wish to convert those  
21 agreements prior to their expiration into a Service Agreement under Parts II, III, or IV of

1 this Tariff may do so subject to sections 29, 34, and 38, and during the period October 1,  
2 2001, to March 1, 2002. An Eligible Customer who converts must, unless otherwise  
3 agreed, request at least the same Transmission Demand level and at least the same term as  
4 specified in the existing agreement at the same Point(s) of Delivery and Point(s) of  
5 Receipt subject to ATC. For conversions to or from Network Integration Transmission  
6 Service Agreements, the forecasted annual peak Network Load for fiscal year 2002 shall  
7 be used in place of Transmission Demand level in applying this provision.

8 **13 ADDITIONAL STUDY PROCEDURES FOR FIRM TRANSMISSION**  
9 **SERVICE REQUESTS**

10 **13.1 Notice of Need for System Impact Study**

11 After receiving a Completed Application for service, the Transmission Provider  
12 shall determine on a non-discriminatory basis whether a System Impact Study is needed.  
13 A description of the Transmission Provider's methodology for completing a System  
14 Impact Study is provided in Attachment C. If the Transmission Provider determines that  
15 a System Impact Study is necessary to accommodate the requested service, it shall so  
16 inform the Eligible Customer, as soon as practicable. In such cases, the Transmission  
17 Provider shall, upon request by the Eligible Customer, within thirty (30) days of receipt  
18 of a Completed Application, tender a System Impact Study agreement pursuant to which  
19 the Eligible Customer shall agree to reimburse the Transmission Provider for performing  
20 the required System Impact Study. For a service request to remain a Completed  
21 Application, the Eligible Customer shall execute the System Impact Study agreement and  
22 return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer  
23 elects not to execute the System Impact Study agreement, its Completed Application

1 shall be deemed terminated and withdrawn and its deposit, pursuant to section 17.4, shall  
2 be returned with interest.

3 **13.2 System Impact Study Agreement and Cost Reimbursement**

4 (a) The System Impact Study agreement shall clearly specify the Transmission  
5 Provider's estimate of the actual cost, and time for completion of the System Impact Study.  
6 The charge shall not exceed the actual cost of the study. In performing the System Impact  
7 Study, the Transmission Provider shall rely, to the extent reasonably practicable, on  
8 existing transmission planning studies. The Eligible Customer shall not be assessed a  
9 charge for such existing studies; however, the Eligible Customer shall be responsible for  
10 charges associated with any modifications to existing planning studies that are reasonably  
11 necessary to evaluate the impact of the Eligible Customer's request for service on the  
12 Transmission System.

13 (b) If, in response to multiple Eligible Customers requesting service in relation  
14 to the same competitive solicitation, a single System Impact Study is sufficient for the  
15 Transmission Provider to accommodate the requests for service, the costs of that study  
16 shall be pro-rated among the Eligible Customers.

17 (c) For System Impact Studies that the Transmission Provider conducts for the  
18 Merchant Function, the Transmission Provider shall record the cost of the System Impact  
19 Studies pursuant to section 6.

20 **13.3 System Impact Study Procedures**

21 Upon receipt of an executed System Impact Study agreement, the Transmission  
22 Provider shall use due diligence to complete the required System Impact Study within a  
23 sixty-day (60) period. The System Impact Study shall identify any system constraints and

1 additional Direct Assignment Facilities or Network Upgrades required to provide the  
2 requested service. In the event that the Transmission Provider is unable to complete the  
3 required System Impact Study within such time period, it shall so notify the Eligible  
4 Customer and provide an estimated completion date along with an explanation of the  
5 reasons why additional time is required to complete the required studies. A copy of the  
6 completed System Impact Study and related work papers shall be made available to the  
7 Eligible Customer. The Transmission Provider shall use the same due diligence in  
8 completing the System Impact Study for an Eligible Customer as it uses when completing  
9 studies for the Merchant Function. The Transmission Provider shall notify the Eligible  
10 Customer immediately upon completion of the System Impact Study if the Transmission  
11 System shall be adequate to accommodate all or part of a request for service or that no  
12 costs are likely to be incurred for new transmission facilities or upgrades. In order for a  
13 request to remain a Completed Application, within fifteen (15) days of completion of the  
14 System Impact Study, the Eligible Customer must execute a Service Agreement or request  
15 the filing of an unexecuted Service Agreement pursuant to section 17.2, or the Completed  
16 Application shall be deemed terminated and withdrawn.

17 **13.4 Facilities Study Procedures**

18 If a System Impact Study indicates that additions or upgrades to the Transmission  
19 System are needed to supply the Eligible Customer's service request, the Transmission  
20 Provider, within thirty (30) days of the completion of the System Impact Study, shall  
21 tender to the Eligible Customer a Facilities Study agreement pursuant to which the Eligible  
22 Customer shall agree to reimburse the Transmission Provider for performing the required  
23 Facilities Study. For a service request to remain a Completed Application, the Eligible

1 Customer shall execute the Facilities Study agreement and return it to the Transmission  
2 Provider within fifteen (15) days. If the Eligible Customer elects not to execute the  
3 Facilities Study agreement, its Completed Application shall be deemed terminated and  
4 withdrawn and its deposit, pursuant to Section 17.4, shall be returned with interest. Upon  
5 receipt of an executed Facilities Study agreement, the Transmission Provider shall use due  
6 diligence to complete the required Facilities Study within a sixty-day (60) period. If the  
7 Transmission Provider is unable to complete the Facilities Study in the allotted time  
8 period, the Transmission Provider shall notify the Eligible Customer and provide an  
9 estimate of the time needed to reach a final determination along with an explanation of the  
10 reasons that additional time is required to complete the study. When completed, the  
11 Facilities Study shall include a good faith estimate of the following:

12 (a) the cost of Direct Assignment Facilities to be charged to the Eligible  
13 Customer;

14 (b) the Eligible Customer's appropriate share of the cost of any required  
15 Network upgrades as determined pursuant to the provisions of Parts II, III, or IV of this  
16 Tariff; and

17 (c) the time required to complete such construction and initiate the requested  
18 service.

19 The Eligible Customer shall have thirty (30) days to execute both a Construction  
20 Agreement and Service Agreement or request the filing of an unexecuted Service  
21 Agreement and provide the required letter of credit or other form of security or the request  
22 shall no longer be a Completed Application and shall be deemed terminated and  
23 withdrawn.

1    **13.5    Facilities Study Modifications**

2            Any change in design arising from the inability to site or construct facilities as  
3 proposed shall require development of a revised good faith estimate. New good faith  
4 estimates also shall be required in the event of new statutory or regulatory requirements  
5 that are effective before the completion of construction, or other circumstances beyond  
6 the control of the Transmission Provider that significantly affect the final cost of new  
7 facilities or upgrades to be charged to the Transmission Customer pursuant to the  
8 provisions of Parts II, III, or IV of this Tariff.

9    **13.6    Due Diligence in Completing New Facilities**

10           The Transmission Provider shall use due diligence to add necessary facilities or  
11 upgrade its Transmission System within a reasonable time. The Transmission Provider  
12 shall not upgrade its existing or planned Transmission System in order to provide the  
13 requested firm transmission service if doing so would impair system reliability or  
14 otherwise impair or degrade existing firm transmission service.

15    **13.7    Partial Interim Service**

16           If the Transmission Provider determines that it shall not have adequate  
17 transmission capability to satisfy the full amount of a Completed Application for Firm  
18 Point-to-Point Transmission Service or firm Network Contract Demand Transmission  
19 Service, the Transmission Provider nonetheless shall be obligated to offer and provide the  
20 portion of the requested Firm Point-to-Point Transmission Service or firm Network  
21 Contract Demand Transmission Service, that can be accommodated without addition of  
22 any facilities at the maximum flat Transmission Demand that is available for the entire  
23 term of the requested Firm Point-to-Point Transmission Service or firm Network Contract

1 Demand Transmission Service. However, the Transmission Provider shall not be  
2 obligated to provide the incremental amount of requested Firm Point-to-Point  
3 Transmission Service or firm Network Contract Demand Transmission Service that  
4 requires the addition of facilities or upgrades to the Transmission System until such  
5 facilities or upgrades have been placed in service.

6 **13.8 Expedited Procedures for New Facilities**

7 In lieu of the procedures set forth above, the Eligible Customer shall have the  
8 option to expedite the process by requesting the Transmission Provider to tender at one  
9 time, together with the results of required studies, an “Expedited Service Agreement”  
10 pursuant to which the Eligible Customer would agree to compensate the Transmission  
11 Provider for all costs incurred pursuant to the terms of this Tariff. In order to exercise this  
12 option, the Eligible Customer shall request in writing an Expedited Service Agreement  
13 covering all of the above-specified items within thirty (30) days of receiving the results of  
14 the System Impact Study identifying needed facility additions or upgrades or costs  
15 incurred in providing the requested service. Although the Transmission Provider agrees to  
16 provide the Eligible Customer with its best estimate of the new facility costs and other  
17 charges that may be incurred, such estimate shall not be binding, and the Eligible  
18 Customer must agree in writing to compensate the Transmission Provider for all costs  
19 incurred pursuant to the provisions of this Tariff. The Eligible Customer shall execute and  
20 return such an Expedited Service Agreement within fifteen (15) days of its receipt or the  
21 Eligible Customer’s request for service shall cease to be a Completed Application and  
22 shall be deemed terminated and withdrawn.

1 **14 PROCEDURES IF THE TRANSMISSION PROVIDER IS UNABLE TO**  
2 **COMPLETE NEW TRANSMISSION FACILITIES FOR FIRM**  
3 **TRANSMISSION SERVICE**

4 **14.1 Delays in Construction of New Facilities**

5 If any event occurs that shall materially affect the time for completion of new  
6 facilities, or the ability to complete them, the Transmission Provider shall promptly notify  
7 the Transmission Customer. In such circumstances, the Transmission Provider shall,  
8 within thirty (30) days of notifying the Transmission Customer of such delays, convene a  
9 technical meeting with the Transmission Customer to evaluate the alternatives available to  
10 the Transmission Customer. The Transmission Provider also shall make available to the  
11 Transmission Customer studies and work papers related to the delay, including all  
12 information that is in the possession of the Transmission Provider that is reasonably  
13 needed by the Transmission Customer to evaluate any alternatives.

14 **14.2 Alternatives to the Original Facility Additions**

15 When the review process of section 14.1 determines that one or more alternatives  
16 exist to the originally planned construction project, the Transmission Provider shall  
17 present such alternatives for consideration by the Transmission Customer. If, upon  
18 review of any alternatives, the Transmission Customer desires to maintain its Completed  
19 Application subject to construction of the alternative facilities, it may request the  
20 Transmission Provider to provide a revised Service Agreement for Firm Point-to-Point  
21 Transmission Service, firm Network Integration Transmission Service, or firm Network  
22 Contract Demand Transmission Service. If the alternative approach solely involves  
23 nonfirm Point-to-Point Transmission Service, the Transmission Customer may  
24 commence service pursuant to section 26 under its existing Service Agreement. In the

1 event the Transmission Provider concludes that no reasonable alternative exists and the  
2 Transmission Customer disagrees, the Transmission Customer may seek relief under the  
3 dispute resolution procedures pursuant to section 11.

4 **14.3 Refund Obligation for Unfinished Facility Additions**

5 If the Transmission Provider and the Transmission Customer mutually agree that  
6 no other reasonable alternatives exist and the requested service cannot be provided out of  
7 existing capability under the conditions of Parts II, III, or IV of this Tariff, the obligation to  
8 provide the requested Firm Point-to-Point Transmission Service, firm Network Integration  
9 Transmission Service, or firm Network Contract Demand Transmission Service shall  
10 terminate and any deposit, pursuant to section 17.4, made by the Transmission Customer  
11 shall be returned with interest pursuant to Commission regulations 35.19a(a)(2)(iii).  
12 However, the Eligible Customer shall be responsible for all costs prudently incurred by the  
13 Transmission Provider through the time construction was suspended.

14 **15 PROVISIONS RELATING TO TRANSMISSION CONSTRUCTION AND**  
15 **SERVICES ON THE SYSTEMS OF OTHER UTILITIES**

16 **15.1 Responsibility for Third-Party System Additions**

17 The Transmission Provider shall not be responsible for making arrangements for  
18 any necessary engineering, permitting, or construction of transmission or distribution  
19 facilities on the system(s) of any other entity or for obtaining any regulatory approval for  
20 such facilities. The Transmission Provider shall undertake reasonable efforts to assist the  
21 Eligible Customer in obtaining such arrangements, including without limitation, providing  
22 any information or data required by such other electric system pursuant to Good Utility  
23 Practice.

1    **15.2    Coordination of Third-Party System Additions**

2           In circumstances where the need for transmission facilities or upgrades is  
3 identified pursuant to the provisions of Parts II, III, or IV of this Tariff, and if such  
4 upgrades further require the addition of transmission facilities on other systems, the  
5 Transmission Provider shall have the right to coordinate construction on its own system  
6 with the construction required by others. The Transmission Provider, after consultation  
7 with the Transmission Customer and representatives of such other systems, may defer  
8 construction of its new transmission facilities if the new transmission facilities on another  
9 system cannot be completed in a timely manner. The Transmission Provider shall notify  
10 the Transmission Customer in writing of the basis for any decision to defer construction  
11 and the specific problems which must be resolved before it shall initiate or resume  
12 construction of new facilities. Within sixty (60) days of receiving written notification by  
13 the Transmission Provider of its intent to defer construction pursuant to this section, the  
14 Transmission Customer may challenge the decision in accordance with the dispute  
15 resolution procedures pursuant to section 11.

16    **15.3    Transmission Provider Payment for the Use of Third Party Facilities**

17           The Transmission Provider shall acquire and pay for, or reimburse the  
18 Transmission Customer for its costs for the acquisition of, third party transmission and  
19 transmission losses needed in order to serve the Transmission Customer’s native loads  
20 under the following terms and conditions:

21           (a)    The Transmission Customer has historically been served under a general  
22 transfer agreement between the Bonneville Power Administration and third party  
23 transferor;

- 1           (b)     The Transmission Customer utilizes the Transmission Provider's Integrated  
2 Network Transmission System in combination with third-party transmission service;
- 3           (c)     The third-party transmission service is for non-Federal power;
- 4           (d)     The third-party transmission service is from the Transmission Provider's  
5 Integrated Network Transmission System to the Transmission Customer's native loads;
- 6           (e)     The third-party transmission service delivers power only to the  
7 Transmission Customer's service territory, as it existed as of October 1, 1996;
- 8           (f)     The third-party transmission service is over facilities equivalent in function  
9 and voltage level to the Transmission Provider's Integrated Network Transmission System;
- 10          (g)     The total annual payment for all such third party transmission service shall  
11 not exceed \$6,500,000. If the total payment would exceed this limit, the Transmission  
12 Provider shall establish and apply a uniform percentage load limit to each Transmission  
13 Customer's load served by third party transmission service sufficient to limit the  
14 Transmission Provider's costs to \$6,500,000; and
- 15          (h)     The Transmission Provider shall not pay charges for Ancillary Services  
16 associated with third party transmission service.

17   **16     OPERATING PROVISIONS**

18   **16.1   Operating Under The System Operating Provisions**

19           The Point-to-Point Customer, the Network Integration Customer, and the Network  
20 Contract Demand Customer shall plan, construct, operate and maintain their facilities that  
21 interface with or impact the Transmission Provider's Transmission System in accordance  
22 with Good Utility Practice and in conformance with applicable NERC, WSCC, and NWPP

1 reliability criteria, and the System Operating Provisions or an interconnection agreement  
2 acceptable to the Transmission Provider.

3 **16.2 System Operating Provisions**

4 The terms and conditions under which the Point-to-Point Customer, the Network  
5 Integration Customer, and the Network Contract Demand Customer shall operate their  
6 facilities that interface with or impact the Transmission Provider's Transmission System,  
7 including the technical and operational requirements associated with the implementations  
8 of Parts II, III, or IV of this Tariff, shall be specified in the System Operating Provisions  
9 or in an interconnection agreement acceptable to the Transmission Provider. The  
10 Transmission Provider and the Transmission Customer shall work cooperatively to  
11 develop interconnection agreements, as necessary, to maintain the safety and reliability of  
12 the interconnected power system. Issues the Parties may have to address include, but are  
13 not limited to:

14 (a) operating and maintaining equipment necessary for interconnecting the  
15 Transmission Customer with the Transmission Provider's Transmission System (including,  
16 but not limited to, remote terminal units, metering, communications equipment and  
17 relaying equipment);

18 (b) transferring data between the Transmission Provider and the Transmission  
19 Customer (including, but not limited to heat rates and operational characteristics of  
20 Network Resources, generation schedules for units outside the Transmission Provider's  
21 Transmission System, interchange schedules, unit outputs for redispatch required under  
22 section 22, voltage schedules, breaker and switch status, bus voltage, flow of real and  
23 reactive power, loss penalty factors and other real time data);

- 1 (c) using software programs required for data links and constraint dispatching;  
2 (d) exchanging data on forecasted loads and resources necessary for planning; and  
3 (e) addressing any other technical and operational considerations required for  
4 implementation of Parts II, III, or IV of this Tariff, including scheduling protocols.

5 The System Operating Provisions are included in Attachment H.

6 **16.3 System Operating Committee**

7 A System Operating Committee (Committee) shall be established to coordinate  
8 operating criteria for the Parties' respective responsibilities under the System Operating  
9 Provisions. Each Transmission Customer shall be entitled to have at least one (1)  
10 representative on the Committee. The Committee shall meet from time to time as need  
11 requires, but no less than once each calendar year.

12 **16.4 Technical Arrangements to be Completed Prior to Commencement of Service**

13 Transmission service shall not commence until the Transmission Provider and the  
14 Transmission Customer, or a third party, have completed installation of all equipment  
15 specified under the System Operating Provisions and the Construction Agreement, if  
16 applicable, consistent with Good Utility Practice and any additional requirements  
17 reasonably and consistently imposed to ensure the reliable operation of the Transmission  
18 System. The Transmission Provider shall exercise reasonable efforts, in coordination with  
19 the Transmission Customer, to complete such arrangements as soon as practicable, taking  
20 into consideration the Service Commencement Date.

1    **17    GENERAL SERVICE AVAILABILITY**

2    **17.1    Determination of Available Transmission Capability**

3            A description of the Transmission Provider's specific methodology for assessing  
4    ATC posted on the Transmission Provider's OASIS (section 3) is contained in Attachment  
5    B of this Tariff. In the event sufficient long-term firm transmission capability may not  
6    exist to accommodate a service request, the Transmission Provider shall respond by  
7    offering to perform a System Impact Study pursuant to section 13.

8    **17.2    Initiating Service in the Absence of an Executed Service Agreement**

9            If the Transmission Provider and the Transmission Customer requesting  
10   transmission service under this Tariff cannot agree on all the terms and conditions of the  
11   Service Agreement, the Transmission Provider shall offer a Service Agreement  
12   containing terms and conditions deemed appropriate by the Transmission Provider for  
13   such requested transmission service. The Transmission Provider shall commence  
14   providing transmission service subject to the Transmission Customer agreeing in writing  
15   to: (a) compensate the Transmission Provider at the applicable transmission service rate;  
16   and (b) comply with the terms and conditions of the Service Agreement until resolution  
17   of the dispute pursuant to section 11.1.

18   **17.3    Service Agreements**

19            The Transmission Provider shall offer a Service Agreement (Attachment A) to  
20   enable Point-to-Point Transmission Service, Network Integration Transmission Service,  
21   and/or Network Contract Demand Transmission Service to an Eligible Customer when a

1 Completed Application for transmission service under Parts II, III, and/or IV of this  
2 Tariff is submitted by the Eligible Customer.

3 **17.4 Deposit**

4 A Completed Application for Long-Term and Daily Firm Point-To-Point  
5 Transmission Service, firm Network Integration Transmission Service, or firm Network  
6 Contract Demand Transmission Service shall also include a deposit of either: (1) one  
7 month's charge for Transmission Demand; (2) full charge for Transmission Demand for  
8 service requests of less than one month; or (3) an amount approximating the charge for  
9 one month of service under the Network Integration Transmission Service. If the  
10 Application is rejected by the Transmission Provider because it does not meet the  
11 conditions for service as set forth under Parts II, III, or IV herein, or in the case of requests  
12 for service arising in connection with losing bidders in a Request For Proposals (RFP),  
13 said deposit shall be returned with interest less any reasonable costs incurred by the  
14 Transmission Provider in connection with the review of the losing bidder's Application.  
15 The deposit also shall be returned with interest less any reasonable costs incurred by the  
16 Transmission Provider if the Transmission Provider is unable to complete new facilities  
17 needed to provide the service. If an Application is withdrawn or the Eligible Customer  
18 decides not to enter into a Service Agreement for Firm Point-To-Point Transmission  
19 Service, firm Network Integration Transmission Service, or firm Network Contract  
20 Demand Transmission Service, the deposit shall be refunded in full, with interest, less  
21 reasonable costs incurred by the Transmission Provider to the extent such costs have not  
22 already been recovered by the Transmission Provider from the Eligible Customer.

1           The Transmission Provider will provide to the Eligible Customer a complete  
2 accounting of all costs deducted from the refunded deposit, which the Eligible Customer  
3 may contest if there is a dispute concerning the deducted costs. Deposits associated with  
4 construction of new facilities are subject to the provisions of Section 13. If a Service  
5 Agreement for Firm Point-To-Point Transmission Service, firm Network Integration  
6 Transmission Service, or firm Network Contract Demand Transmission Service is  
7 executed, the deposit, with interest, will be returned to the Transmission Customer upon  
8 expiration of the Service Agreement for Firm Point-to-Point Transmission Service, firm  
9 Network Integration Transmission Service, or firm Network Contract Demand  
10 Transmission Service. Applicable interest shall be computed in accordance with the  
11 Commission's regulations at 18 CFR 35.19a(a)(2)(iii), and shall be calculated from the  
12 day the deposit check is credited to the Transmission Provider's account.

13   **17.5 Notice of Deficient Application**

14           If an Application fails to meet the requirements of the Tariff, the Transmission  
15 Provider shall notify the entity requesting service within fifteen (15) days of receipt of the  
16 reasons for such failure. The Transmission Provider will attempt to remedy minor  
17 deficiencies in the Application through informal communications with the Eligible  
18 Customer. If such efforts are unsuccessful, the Transmission Provider shall return the  
19 Application, along with any deposit, with interest. Upon receipt of a new or revised  
20 Application that fully complies with the requirements of Parts II, III, or IV of this Tariff,  
21 the Eligible Customer shall be assigned a new priority consistent with the date of the new  
22 or revised Application.

1    **18    TRANSMISSION LOSSES**

2           Transmission losses are associated with all transmission service. Neither the  
3    Transmission Provider nor the Merchant Function is obligated to provide transmission  
4    losses to the Transmission Customer, but may choose to offer transmission losses. The  
5    Transmission Provider shall calculate the transmission losses as provided under  
6    Schedule 7. The Transmission Customer is responsible for replacing losses concurrently  
7    or 168 hours later.

8    **19    DESIGNATED AGENT**

9           If an Eligible Customer or Transmission Customer elects to have a Designated  
10   Agent perform actions or functions on their behalf, the Eligible Customer or Transmission  
11   Customer shall provide the Transmission Provider with a signed, written statement that  
12   includes: (a) the name, address, phone number, fax number, and email address of the  
13   Designated Agent; and (b) a listing of such actions or functions that the Designated Agent  
14   is authorized to perform. The Eligible Customer or Transmission Customer is responsible  
15   for notifying the Transmission Provider of any changes to the actions or functions of the  
16   Designated Agent. The Eligible Customer or Transmission Customer bears full  
17   responsibility for any action the Designated Agent takes, or fails to take, on behalf of the  
18   Eligible Customer or Transmission Customer.

1    **20     LOAD REDUCTION DUE TO CHANGES IN FEDERAL OR STATE LAW**

2           The Transmission Customer shall provide written notice to the Transmission  
3    Provider as soon as practicable in the event that a retail consumer of the Transmission  
4    Customer obtains access to a power supplier other than the Transmission Customer  
5    because a regulatory, legislative, or judicial body of competent jurisdiction, not including  
6    any governing body, commission, or board of the Transmission Customer, has required  
7    that the Transmission Customer provide such access through the use of the Transmission  
8    Customer’s transmission and/or distribution facilities, and the Transmission Customer  
9    thereby suffers a reduction in retail load. At a mutually agreeable time thereafter, the  
10   Transmission Provider and the Transmission Customer shall initiate discussions to  
11   determine whether a change in the Transmission Customer’s Transmission Demand,  
12   summary of Points of Receipt and Points of Delivery, description of Points of Receipt and  
13   Points of Delivery, or designation of Network Load or Network Resources, as designated  
14   in a Service Agreement under this Tariff are appropriate and, if so, the mitigation, if any,  
15   to which Transmission Provider is entitled.

16   **21     BPA APPROPRIATIONS REFINANCING ACT, PUBLIC LAW 104-134**

17           The Transmission Customer and the Transmission Provider agree that provisions  
18   of Section 3201(i) of Public Law 104-134 (BPA Refinancing Act) are incorporated in  
19   their entirety and hereby made a part of this Tariff.

1    **22    CURTAILMENTS AND LOAD SHEDDING**

2    **22.1    System Reliability**

3           Notwithstanding any other provisions of this Tariff, the Transmission Provider  
4 reserves the right, consistent with Good Utility Practice and on a not unduly  
5 discriminatory basis, to Curtail transmission service without liability on the Transmission  
6 Provider's part for the purpose of making necessary adjustments to, changes in, or repairs  
7 on its lines, substations and facilities, and in cases where the continuance of transmission  
8 service would endanger persons or property. In the event of any adverse condition(s) or  
9 disturbance(s) on the Transmission Provider's Transmission System or on any other  
10 system(s) directly or indirectly interconnected with the Transmission Provider's  
11 Transmission System, the Transmission Provider, consistent with Good Utility Practice,  
12 also may Curtail transmission service in order to (a) limit the extent or damage of the  
13 adverse condition(s) or disturbance(s); (b) prevent damage to generating or transmission  
14 facilities; or (c) expedite restoration of service. The Transmission Provider shall give the  
15 Transmission Customer as much advance notice as is practicable in the event of such  
16 Curtailment. Any Curtailment of transmission service shall not be unduly discriminatory  
17 relative to the Merchant Function's use of the Transmission System. The Transmission  
18 Provider shall specify the rate treatment and all related terms and conditions applicable in  
19 the event that the Transmission Customer fails to respond to established Load Shedding,  
20 redispatch, and Curtailment procedures. The Transmission Customer shall provide to the  
21 Transmission Provider load forecasts, generation forecasts, schedules, and any other  
22 information necessary to implement and verify compliance with Curtailment, Load

1 Shedding, and congestion management procedures when requested by the Transmission  
2 Provider.

3 **22.2 Curtailment of Nonfirm Transmission Service**

4 Nonfirm transmission service shall be subordinate to firm transmission service.  
5 If multiple transactions require Curtailment, to the extent practicable and consistent with  
6 Good Utility Practice, Curtailments shall be made to transactions of the shortest term  
7 (e.g., hourly nonfirm transactions shall be Curtailed before daily nonfirm transactions,  
8 and daily nonfirm transactions shall be Curtailed based on the shortest duration first),  
9 then to transactions with the same duration based on lowest price. Transmission service  
10 for Network Integration Customers from resources other than designated Network  
11 Resources shall have a higher priority than any other nonfirm transmission service under  
12 this Tariff. The Transmission Provider shall provide advance notice of Curtailment  
13 where such notice can be provided consistent with Good Utility Practice.

14 **22.3 Curtailment of Firm Transmission Service**

15 In the event that a Curtailment on the Transmission Provider's Transmission  
16 System, or a portion thereof, is required to maintain reliable operation of such system,  
17 Curtailments shall be made on a non-discriminatory basis to the transaction(s) that  
18 effectively relieve the constraint. If multiple transactions require Curtailment, to the extent  
19 practicable and consistent with Good Utility Practice, Curtailments shall be proportionally  
20 allocated among the Transmission Provider's Network Integration, Firm Point-to-Point,  
21 Network Contract Demand Customers and its pre-existing firm commitments. All  
22 Curtailments shall be made on a non-discriminatory basis, however, nonfirm Point-to-  
23 Point Transmission Service shall be subordinate to firm transmission service. When the

1 Transmission Provider determines that an electrical emergency exists on its Transmission  
2 System and implements emergency procedures to Curtail firm transmission service, the  
3 Transmission Customer shall make the required reductions upon request of the  
4 Transmission Provider. However, the Transmission Provider reserves the right to Curtail,  
5 in whole or in part, any firm transmission service provided under this Tariff when, in the  
6 Transmission Provider's sole discretion, an emergency or other unforeseen condition  
7 impairs or degrades the reliability of its Transmission System. The Transmission Provider  
8 will notify all affected Transmission Customers in a timely manner of any scheduled  
9 Curtailments.

10 **22.4 Load Shedding Procedures**

11 Prior to the Service Commencement Date, the Transmission Provider and the  
12 Transmission Customer shall establish, as necessary, Load Shedding procedures consistent  
13 with any NERC, WSCC, or NWPP load shedding policies, with the objective of  
14 responding to contingencies on the Transmission System. The Parties shall implement  
15 such procedures during any period when the Transmission Provider determines that a  
16 system contingency exists, and that such procedures are necessary to alleviate such system  
17 contingency.

18 To the extent that a system contingency exists on the Transmission Provider's  
19 Transmission System and the Transmission Provider determines that it is necessary for the  
20 Transmission Provider and the Transmission Customer, including the Merchant Function,  
21 to shed load, the Parties shall shed load in accordance with the previously established  
22 procedures.

1    **22.5   Redispatch and Curtailment Management**

2           To the extent practicable, constraints on the Transmission System shall be  
3 managed on a preschedule basis, through incremental and decremental bids from  
4 market participants. The Network Integration Transmission Customers and the  
5 Network Contract Demand Transmission Customers must participate in the  
6 decremental bids and redispatch process. Other Transmission Customers may also  
7 submit bids. Implementation of the Transmission Provider’s Redispatch Mechanism is  
8 described in Attachment G. In real time, constraints will be managed through  
9 Curtailment. These Curtailment and redispatch procedures shall be posted on the  
10 Transmission Provider’s OASIS and may be modified from time to time in response to  
11 reliability needs, changes in regulatory requirements, or customer comments. These  
12 procedures shall be implemented in a manner that effectively relieves the transmission  
13 constraint and, to the extent practicable, at the least cost. When requested by the  
14 Transmission Provider, the Transmission Customer shall be required to submit load  
15 forecasts, generation forecasts, schedules, and any other data necessary for the  
16 implementation of the Curtailment and redispatch procedures. Constraints on paths  
17 internal to the Transmission System may require the Transmission Provider to post and  
18 manage ATC over those paths. This may require the Transmission Provider to use a  
19 zonal approach in the implementation of this tariff, including, but not necessarily  
20 limited to, ATC calculations, reservations, scheduling, Curtailments, and redispatch.

1 **23 METERING AND POWER FACTOR CORRECTION AT RECEIPT AND**  
2 **DELIVERY POINT(S)**

3 **23.1 Transmission Customer Obligations**

4 Unless otherwise agreed, the Transmission Customer shall be responsible for  
5 installing and maintaining compatible metering and communications equipment, at its  
6 expense, to accurately account for the capacity and energy being transmitted under Parts II,  
7 III, and IV of this Tariff and to communicate the information to the Transmission Provider.  
8 Such equipment shall remain the property of the Transmission Customer.

9 **23.2 Transmission Provider Access to Metering Data**

10 The Transmission Provider shall have access to metering data, which may  
11 reasonably be required to facilitate measurements and billing under the Service Agreement.

12 **23.3 Power Factor**

13 Unless otherwise agreed, the Transmission Customer is required to maintain a  
14 power factor within the same range as the Transmission Provider pursuant to Good Utility  
15 Practices. The power factor requirements are specified in the Transmission Provider's rate  
16 schedules where applicable.

17 **24 REGIONAL TRANSMISSION ORGANIZATION FORMATION**

18 The Transmission Customer agrees that, in the event a Regional Transmission  
19 Organization (RTO) is formed which includes the Transmission System, service under  
20 Parts II, III, or IV of this Tariff, and associated Rate Schedules shall be converted to  
21 service under the RTO tariff and rate schedules, including Commission-approved  
22 mechanisms to address transmission congestion.

1    **II       POINT-TO-POINT TRANSMISSION SERVICE**

2       **Preamble**

3           The Transmission Provider shall provide Firm and nonfirm Point-to-Point  
4    Transmission Service pursuant to the applicable terms and conditions of this Tariff and a  
5    Service Agreement for Point-to-Point Transmission Service. Point-to-Point Transmission  
6    Service is for the receipt of capacity and energy at Point(s) of Receipt and the  
7    transmission of such capacity and energy to Point(s) of Delivery. Separate rates shall be  
8    charged for service over the Transmission Provider’s Integrated Network Transmission  
9    System and the Transmission Provider’s Southern and Montana Interties.

10   **25       NATURE OF FIRM POINT-TO-POINT TRANSMISSION SERVICE**

11   **25.1    Term**

12           The minimum term of Firm Point-to-Point Transmission Service shall be one  
13    (1) hour and the maximum term shall be specified in the Service Agreement.

14   **25.2    Reservation Priority**

15           Firm transmission service shall always have a reservation priority over nonfirm  
16    transmission service under this Tariff. Long-Term Firm Point-to-Point Transmission  
17    Service shall be available on a first-come, first-served basis, i.e., in the chronological  
18    sequence in which each Transmission Customer has reserved service. Reservations for  
19    Daily Firm Point-to-Point Transmission Service shall be conditional based upon the  
20    length of the requested transaction. If the Transmission System becomes oversubscribed,  
21    requests for longer term service may preempt requests for shorter term service while  
22    conditional pursuant to section 25.3(a), (b), (c), and (d). In order to preempt a confirmed

1 request, a competing request must be confirmed. Before the conditional reservation  
2 deadline, if ATC is insufficient to satisfy all Applications, an Eligible Customer with a  
3 reservation for shorter term service has the right of first refusal to match any longer term  
4 reservation before losing its reservation priority. A longer term competing request for  
5 Daily or Hourly Firm Point-to-Point Transmission Service will be granted if the Eligible  
6 Customer with the right of first refusal does not agree to match the competing request  
7 within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided  
8 in section 25.6) from being notified by the Transmission Provider of a longer-term  
9 competing request for Daily Firm Point-to-Point Transmission Service. After the  
10 conditional reservation deadline, service will commence pursuant to the terms of Part II  
11 of this Tariff. Firm Point-to-Point Transmission Service will always have a reservation  
12 priority over nonfirm Point-to-Point Transmission Service under this Tariff. All Long-  
13 Term Firm Point-to-Point Transmission Service shall have equal reservation priority with  
14 Network Integration Customers, and Network Contract Demand Customers.

15 **25.3 Reservation of Firm Point-to-Point Transmission Service**

16 Long-Term Firm Point-to-Point Transmission Service requests must be submitted  
17 at least sixty (60) days in advance (less than sixty (60) days when practicable) of the  
18 calendar month in which service is to commence pursuant to section 29.1.

19 Reservations for Daily and Hourly Firm Point-to-Point Transmission Service shall  
20 be submitted as follows:

21 (a) Daily Firm Point-to-Point Transmission Service requests with duration  
22 greater than or equal to twenty-eight (28) days but less than or equal to 364 days must be  
23 submitted from sixty (60) days before delivery to 10:00 a.m. of the preschedule day.

1 Reservations are conditional until thirty (30) calendar days before commencement of  
2 service;

3 (b) Daily Firm Point-to-Point Transmission Service requests with duration  
4 greater than or equal to seven (7) days but less than or equal to twenty-seven (27) days  
5 must be submitted fourteen (14) days before delivery to 10:00 a.m. of the preschedule  
6 day. Reservations are conditional until seven (7) calendar days before commencement of  
7 service;

8 (c) Daily Firm Point-to-Point Transmission Service requests with duration  
9 less than or equal to six (6) days must be submitted seven (7) days before delivery to  
10 10:00 a.m. of the preschedule day. Reservations are conditional until one (1) calendar  
11 day before commencement of service; and

12 (d) Hourly Firm Point-to-Point Transmission Service requests must be  
13 submitted between 10:00 a.m. and 2:00 p.m. of the preschedule day and on real-time up  
14 to thirty (30) minutes prior to the hour of delivery. Reservations are conditional subject  
15 to the congestion management process.

16 The Transmission Customer may submit any Firm Point-to-Point Transmission  
17 Service requests as pre-confirmed.

18 Individual reservation requests for Daily or Hourly Firm Point-to-Point  
19 Transmission Service under an existing Service Agreement are made by entering  
20 the applicable information on the Transmission Provider's OASIS. If the  
21 Transmission Provider's OASIS is not available, a reservation request may be  
22 submitted by (1) transmitting the required information to the Transmission Provider

1 by telefax, or (2) providing the information by telephone over the Transmission  
2 Provider's time-recorded telephone line.

3 **25.4 Transmission Customer Obligations for Facility Additions**

4 In cases where the Transmission Provider determines that the Transmission  
5 System is not capable of providing the requested Firm Point-to-Point Transmission  
6 Service without (1) degrading or impairing the reliability of service to Network  
7 Integration Customers, Network Contract Demand Customers, and other Transmission  
8 Customers taking Firm Point-to-Point Transmission Service, or (2) interfering with the  
9 Transmission Provider's ability to meet prior firm contractual commitments to others,  
10 the Transmission Provider shall be obligated to expand or upgrade its Transmission  
11 System pursuant to the terms of section 27.2. The Transmission Customer must agree  
12 to compensate the Transmission Provider for any necessary transmission facility  
13 additions pursuant to the terms of section 7.3.

14 **25.5 Classification of Firm Point-to-Point Transmission Service**

15 (a) The Transmission Customer taking Long-Term or Daily Firm Point-to-  
16 Point Transmission Service may (1) change its Points of Receipt and Points of Delivery  
17 to obtain service on an hourly nonfirm basis consistent with the terms of section 31.1 or  
18 (2) request a modification of the Points of Receipt or Point(s) of Delivery on a firm basis  
19 pursuant to the terms of section 31.2.

20 (b) The Transmission Customer may purchase Firm Point-to-Point  
21 Transmission Service to make sales of capacity and energy from multiple generating units  
22 that are on the Transmission Provider's Transmission System. For such a purchase of  
23 transmission service, the resources shall be designated as multiple Points of Receipt, unless

1 the multiple generating units are at the same generating plant in which case the units would  
2 be treated as a single Point of Receipt.

3 (c) The Transmission Provider shall provide firm deliveries of capacity and  
4 energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt at  
5 which the Transmission Customer reserves firm transmission capacity shall be set forth in  
6 the Service Agreement for Long-Term Firm Point-to-Point Transmission Service along  
7 with a corresponding Transmission Demand associated with each Point of Receipt. Points  
8 of Receipt and corresponding Transmission Demand shall be as mutually agreed upon by  
9 the Parties for Daily and Hourly Firm Point-to-Point Transmission Service. Each Point of  
10 Delivery at which the Transmission Customer reserves firm transmission capacity shall be  
11 set forth in the Service Agreement for Long-Term Firm Point-to-Point Transmission  
12 Service along with a corresponding Transmission Demand associated with each Point of  
13 Delivery. Points of Delivery and corresponding Transmission Demand shall be as  
14 mutually agreed upon by the Parties for Daily and Hourly Firm Point-to-Point  
15 Transmission Service.

16 (d) For Long-Term and Daily Firm Point-to-Point Transmission Service, the  
17 Transmission Demand shall be flat for the duration of the service. For Hourly Firm Point-  
18 to-Point Transmission Service, the Transmission Demand shall be an hourly amount.

19 (e) The Transmission Customer's Transmission Demand shall be the greater  
20 of (1) the sum of the Transmission Demands at the Point(s) of Receipt, or (2) the sum of  
21 the Transmission Demands at the Point(s) of Delivery. The Transmission Customer shall  
22 be billed for its Transmission Demand under the terms of the Point-to-Point Rate  
23 Schedule and any applicable intertie Rate Schedules or their successors.

1 (f) The Transmission Customer may not exceed its Transmission Demand  
2 reserved at any Point of Receipt or any Point of Delivery except as otherwise specified in  
3 section 31. The Transmission Provider shall specify the rate treatment and all related  
4 terms and conditions applicable in the event that a Transmission Customer (including  
5 sales by the Merchant Function) exceeds its firm Transmission Demand at any Point of  
6 Receipt or Point of Delivery.

7 **25.6 Scheduling of Firm Point-to-Point Transmission Service**

8 Schedules for the Transmission Customer's Long-Term and Daily Firm Point-to-  
9 Point Transmission Service must be submitted to the Transmission Provider no later than  
10 10:00 a.m. [or a reasonable time that is generally accepted in the region and is consistently  
11 adhered to by the Transmission Provider] of the day prior to commencement of such  
12 service. Schedules submitted after 10:00 a.m. will be accommodated, if practicable.  
13 Schedules for Hourly Firm Point-to-Point Transmission Service must be submitted  
14 between 10:00 a.m. and 2:00 p.m. of the preschedule day but may be submitted later if  
15 practicable as determined by the Transmission Provider, and on real-time by thirty (30)  
16 minutes prior to the hour of delivery. All schedules for Hourly Firm Point-to-Point  
17 Transmission Service are treated as conditional until either accepted or rejected by the  
18 Transmission Provider during the Transmission Provider's congestion management  
19 process on the preschedule day. The congestion management process will run at 2:00 p.m.  
20 or later if practicable as determined by the Transmission Provider on the preschedule day,  
21 and at thirty (30) minutes prior to the hour of delivery on real time or later if practicable as  
22 determined by the Transmission Provider.

1           Hourly schedules of capacity and energy must be stated in increments of 1,000 kW  
2 per hour [or a reasonable increment that is generally accepted in the region and is  
3 consistently adhered to by the Transmission Provider]. Transmission Customers within the  
4 Transmission Provider's service area with multiple requests for transmission service at a  
5 Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their service  
6 requests at a common Point of Receipt into units of 1,000 kW per hour for scheduling and  
7 billing purposes. Scheduling changes shall be permitted up to thirty (30) minutes [or a  
8 reasonable increment that is generally accepted in the region and is consistently adhered to  
9 by the Transmission Provider] before the start of the next clock hour provided that the  
10 Delivering Party and Receiving Party, also agree to the schedule modification. The  
11 Transmission Provider shall furnish to the Delivering Party's system operator, hourly  
12 schedules equal to those furnished by the Receiving Party (unless reduced for transmission  
13 losses) and shall deliver the capacity and energy provided by such schedules. Should the  
14 Transmission Customer, Delivering Party, or Receiving Party revise or terminate any  
15 schedule, such party shall immediately notify the Transmission Provider, and the  
16 Transmission Provider shall have the right to adjust accordingly the schedule for capacity  
17 and energy to be received and to be delivered.

18   **25.7 Curtailment of Firm Transmission Service**

19           Curtailments of Firm Point-to-Point Transmission Service will be undertaken  
20 pursuant to section 22 of this Tariff.

1   **26    NATURE OF NONFIRM POINT-TO-POINT TRANSMISSION SERVICE**

2   **26.1   Term**

3           Nonfirm Point-to-Point Transmission Service shall be available on a daily and an  
4 hourly basis. A Transmission Customer purchasing Daily Nonfirm Point-to-Point  
5 Transmission Service may request to reserve transmission up to thirty-one (31) days.

6   **26.2   Reservation Priority**

7           Nonfirm Point-to-Point Transmission Service shall be available from transmission  
8 capability in excess of that needed for reliable service to Network Integration Customers,  
9 Network Contract Demand Customers, and other Transmission Customers taking Long-  
10 Term, Daily, and Hourly Firm Point-to-Point Transmission Service, and to meet the  
11 Transmission Provider’s commitments that were in effect prior to the Effective Date of this  
12 Tariff. A higher priority shall be assigned to nonfirm reservations with a longer duration  
13 of service. In the event the Transmission System is constrained, competing requests of  
14 equal duration shall be prioritized based on the highest price offered by the Transmission  
15 Customer for the transmission service. Transmission Customers that have already reserved  
16 shorter-term service have the right of first refusal to match any longer term nonfirm  
17 reservation before being preempted. A longer-term competing request for nonfirm Point-  
18 to-Point Transmission Service shall be granted if the Transmission Customer with the right  
19 of first refusal does not agree to match the competing request: (1) immediately for hourly  
20 nonfirm Point-to-Point Transmission Service after notification by the Transmission  
21 Provider; and (2) within 24 hours (earlier if necessary to comply with the scheduling  
22 deadlines provided in section 26.5) for nonfirm Point-to-Point Transmission Service other

1 than hourly transactions after notification by the Transmission Provider. Transmission  
2 service for Network Integration Customers from resources other than designated Network  
3 Resources shall have a higher priority than any nonfirm Point-to-Point Transmission  
4 Service. Nonfirm Point-to-Point Transmission Service over Secondary Point(s) of Receipt  
5 and Point(s) of Delivery will have the lowest reservation priority under this Tariff.

6 **26.3 Reservation of Nonfirm Point-to-Point Transmission Service**

7 Reservations for nonfirm Point-to-Point Transmission Service shall be as follows:

8 (a) Daily Nonfirm Point-to-Point Transmission Service requests with duration  
9 greater than or equal to seven (7) days but less than or equal to thirty-one (31) days must  
10 be submitted fourteen (14) days before delivery to 2:00 p.m. of the preschedule day;

11 (b) Daily Nonfirm Point-to-Point Transmission Service requests with duration  
12 less than or equal to six (6) days before delivery must be submitted seven (7) days before  
13 delivery to 2:00 p.m. of the preschedule day; and

14 (c) Hourly Nonfirm Point-to-Point Transmission Service requests must be  
15 submitted between 10:00 a.m. and 2:00 p.m. of the preschedule day and on real-time up  
16 to thirty (30) minutes prior to the hour of delivery.

17 Individual reservation requests for Daily or Hourly Nonfirm Point-to-Point  
18 Transmission Service under an existing Service Agreement are made by entering  
19 the applicable information on the Transmission Provider's OASIS. If the  
20 Transmission Provider's OASIS is not available, a reservation request may be  
21 submitted by (1) transmitting the required information to the Transmission  
22 Provider by telefax, or (2) providing the information by telephone over the  
23 Transmission Provider's time-recorded telephone line.

1   **26.4   Classification of Nonfirm Point-to-Point Transmission Service**

2           Nonfirm Point-to-Point Transmission Service shall be offered under terms and  
3 conditions contained in Part II of this Tariff. The Transmission Provider undertakes no  
4 obligation under this Tariff to plan its Transmission System in order to have sufficient  
5 capacity for nonfirm Point-to-Point Transmission Service. Parties requesting nonfirm  
6 Point-to-Point Transmission Service for the transmission of firm power do so with the  
7 full realization that such service is subject to availability and to Curtailment or  
8 Interruption under the terms of this Tariff. The Transmission Provider shall specify the  
9 rate treatment and all related terms and conditions applicable in the event that a  
10 Transmission Customer (including sales by the Merchant Function) exceeds its nonfirm  
11 Transmission Demand at any Point of Receipt or Point of Delivery.

12   **26.5   Scheduling of Nonfirm Point-to-Point Transmission Service**

13           Schedules for Daily Nonfirm Point-to-Point Transmission Service must be  
14 submitted to the Transmission Provider no later than 2:00 p.m. [or a reasonable time that  
15 is generally accepted in the region and is consistently adhered to by the Transmission  
16 Provider] of the day prior to commencement of such service. Schedules submitted after  
17 2:00 p.m. will be accommodated, if practicable. Schedules for Hourly Nonfirm Point-to-  
18 Point Transmission Service must be submitted between 10:00 a.m. and 2:00 p.m. of the  
19 preschedule day but may be submitted later if practicable as determined by the  
20 Transmission Provider, and on real-time by thirty (30) minutes prior to the hour of  
21 delivery. All schedules for nonfirm Point-to-Point Transmission Service are treated as  
22 conditional until either accepted or rejected by the Transmission Provider during the  
23 Transmission Provider's congestion management process. The congestion management

1 process will run at 2:00 p.m. or later if practicable as determined by the Transmission  
2 Provider on the preschedule day, and at thirty (30) minutes prior to the hour of delivery  
3 on real time or later if practicable as determined by the Transmission Provider.

4 Hour-to-hour schedules of energy that is to be delivered must be stated in  
5 increments of 1,000 kW per hour [or a reasonable increment that is generally accepted in  
6 the region and is consistently adhered to by the Transmission Provider]. Transmission  
7 Customers within the Transmission Provider's service area with multiple requests for  
8 Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour,  
9 may consolidate their schedules at a common Point of Receipt into units of 1,000 kW per  
10 hour. Scheduling changes shall be permitted up to thirty (30) minutes [or a reasonable  
11 time that is generally accepted in the region and is consistently adhered to by the  
12 Transmission Provider] before the start of the next clock hour provided that the  
13 Delivering Party and Receiving Party also agree to the schedule modification. The  
14 Transmission Provider shall furnish to the Delivering Party's system operator hourly  
15 schedules equal to those furnished by the Receiving Party (unless reduced for  
16 transmission losses) and shall deliver the capacity and energy provided by such  
17 schedules. Should the Transmission Customer, Delivering Party or Receiving Party  
18 revise or terminate any schedule, such party shall immediately notify the Transmission  
19 Provider, and the Transmission Provider shall have the right to adjust accordingly the  
20 schedule for capacity and energy to be received and to be delivered.

21 **26.6 Curtailment or Interruption of Nonfirm Point-to-Point Transmission Service**

22 Curtailments of nonfirm Point-to-Point Transmission Service will be undertaken  
23 pursuant to section 22 of this Tariff. The Transmission Provider also reserves the right

1 to Interrupt, in whole or in part, nonfirm Point-to-Point Transmission Service provided  
2 under this Tariff for economic reasons in order to accommodate: (a) a request for firm  
3 transmission service; (b) a request for nonfirm Point-to-Point Transmission Service of  
4 greater duration; (c) a request for nonfirm Point-to-Point Transmission Service of equal  
5 duration with a higher transmission price; or (d) hourly nonfirm transmission service for  
6 Network Integration Customers from non-designated resources. To the extent  
7 practicable and consistent with Good Utility Practice, Interruptions shall be made first to  
8 transactions of the shortest term (e.g., hourly nonfirm transactions shall be Interrupted  
9 before daily nonfirm transactions, and daily nonfirm transactions shall be Interrupted  
10 based on the shortest duration first), then to transactions with the same duration based on  
11 lowest price.

12 The Transmission Provider also shall discontinue or reduce service to the  
13 Transmission Customer to the extent that deliveries for transmission are discontinued or  
14 reduced at the Point(s) of Receipt.

## 15 **27 SERVICE AVAILABILITY**

### 16 **27.1 General Conditions**

17 The Transmission Provider shall provide Firm and nonfirm Point-to-Point  
18 Transmission Service over, on, or across its Transmission System, excepting capability  
19 which is contracted for or leased and over which the owner is unwilling and is not required  
20 to allow such transmission services, to any Transmission Customer that has met the  
21 requirements of section 28.

1 **27.2 Obligation to Provide Transmission Service that Requires Expansion or**  
2 **Modification of the Transmission System**

3 If the Transmission Provider determines that it cannot accommodate a Completed  
4 Application for Firm Point-to-Point Transmission Service because of insufficient  
5 capability on its Transmission System, the Transmission Provider shall use due diligence  
6 to expand or modify its Transmission System to provide the requested Firm Point-to-Point  
7 Transmission Service, provided the Transmission Customer agrees to compensate the  
8 Transmission Provider for such costs pursuant to the terms of section 7.3. The  
9 Transmission Provider shall conform to Good Utility Practice in determining the need for  
10 new facilities and in the design and construction of such facilities. This obligation applies  
11 only to those facilities that the Transmission Provider has the right to expand or modify.

12 **27.3 Deferral of Service**

13 The Transmission Provider may defer providing service until it completes  
14 construction of new transmission facilities or upgrades needed to provide Firm Point-to-  
15 Point Transmission Service whenever the Transmission Provider determines that providing  
16 the requested service would, without such new facilities or upgrades, impair or degrade  
17 reliability to any existing firm services.

18 **27.4 Other Transmission Service Schedules**

19 Transmission customers receiving transmission service under other transmission  
20 contracts with the Transmission Provider in effect on the Effective Date of this Tariff may  
21 continue to receive transmission service under those contracts. However, contracts which  
22 incorporate Bonneville Power Administration's 1996 Open Access Transmission Tariff  
23 shall be governed by this Tariff.

1    **28    TRANSMISSION CUSTOMER RESPONSIBILITIES**

2    **28.1    Conditions Required for Transmission Service**

3           The Transmission Provider shall provide Point-to-Point Transmission Service only  
4 if the Eligible Customer satisfies the following conditions:

5           (a)    The Eligible Customer completes an Application for services as provided  
6 under Part II of this Tariff;

7           (b)    The Eligible Customer meets the creditworthiness criteria set forth in  
8 section 10;

9           (c)    The Eligible Customer shall have arrangements in place for any other  
10 transmission service necessary to effect the delivery from the generating source to the  
11 Transmission Provider prior to the time service under Part II of this Tariff commences;

12           (d)    The Eligible Customer and the Transmission Provider complete the  
13 technical arrangements pursuant to section 16.4;

14           (e)    The Eligible Customer agrees to pay for any facilities constructed and  
15 chargeable, pursuant to sections 7.3 and 14.3, to such Eligible Customer under Part II of  
16 this Tariff, whether or not the Eligible Customer takes service for the full term of its  
17 reservation;

18           (f)    The Eligible Customer has executed a Service Agreement pursuant to  
19 Attachment A for service under Part II of this Tariff or elects to take service pursuant to  
20 section 17.2; and

1 (g) The Eligible Customer shall agree to operate under the System Operating  
2 Provisions (Attachment H), or a separate interconnection agreement as acceptable to the  
3 Transmission Provider.

4 **28.2 Transmission Customer Responsibility for Third-Party Arrangements**

5 Except as provided in section 15.3, any scheduling arrangements that may be  
6 required by other electric systems shall be the responsibility of the Transmission  
7 Customer requesting service. The Transmission Customer shall provide, unless waived  
8 by the Transmission Provider, notification to the Transmission Provider identifying such  
9 systems and authorizing them to schedule the capacity and energy to be transmitted by  
10 the Transmission Provider pursuant to Part II of this Tariff on behalf of the Receiving  
11 Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However,  
12 the Transmission Provider shall undertake reasonable efforts to assist the Transmission  
13 Customer in making such arrangements, including without limitation, providing any  
14 information or data required by such other electric system pursuant to Good Utility  
15 Practice.

16 **29 PROCEDURES FOR ARRANGING FIRM POINT-TO-POINT**  
17 **TRANSMISSION SERVICE**

18 **29.1 Application**

19 (a) A request for Long-Term Firm Point-to-Point Transmission Service may be  
20 made by entering the applicable information on the Transmission Provider's OASIS at  
21 least sixty (60) days in advance of the calendar month in which service is to commence. If  
22 the Transmission Provider's OASIS is not available a request must be submitted to the  
23 Bonneville Power Administration, Transmission Business Line, by telefax (360-418-8208),

1 Attention: Transmission Account Executive, at least sixty (60) days in advance of the  
2 calendar month in which service is to commence. Each of these methods shall provide a  
3 time-stamped record for establishing the priority of the Application. The Transmission  
4 Provider shall consider requests for Long-Term Firm Point-to-Point Transmission Service  
5 on shorter notice when feasible. All requests for Long-Term Firm Point-to-Point  
6 Transmission Service shall be posted on the Transmission Provider's OASIS.

7 (b) Eligible Customers seeking a Service Agreement for Daily or Hourly Firm  
8 Point-to-Point Transmission Service must submit a Completed Application to Bonneville  
9 Power Administration, Transmission Business Line, either by (1) a telefax (360-418-8208),  
10 Attention: Transmission Account Executive, or (2) providing the information by telephone.  
11 Each of these methods shall provide a time-stamped record for establishing the service  
12 priority of the Application. Thereafter, individual requests for Daily and Hourly Firm  
13 Point-to-Point Transmission Service under the Service Agreement shall be submitted over  
14 the Transmission Provider's OASIS pursuant to section 25.3.

15 **29.2 Completed Application**

16 (a) A Completed Application for Long-Term Firm Point-to-Point Transmission  
17 Service shall provide all of the information included in 18 CFR Section 2.20 including but  
18 not limited to the following:

19 (1) The identity, address, telephone number and facsimile number of the  
20 entity requesting service and its designated contact person;

21 (2) A statement that the entity requesting service is, or shall be upon  
22 commencement of service, an Eligible Customer under this Tariff;

1                   (3)     The location of the Point(s) of Receipt and Point(s) of Delivery and  
2 the identities of the Delivering Parties and the Receiving Parties;

3                   (4)     The location and Control Area of the generating facility(ies)  
4 supplying the capacity and energy and the location of the load ultimately served by the  
5 capacity and energy transmitted;

6                   (5)     An estimate of the capacity and energy expected to be delivered to  
7 the Receiving Party;

8                   (6)     The Service Commencement Date and the term of the requested  
9 transmission service;

10                  (7)     The Transmission Demand requested for each Point of Receipt and  
11 each Point of Delivery on the Transmission Provider's Transmission System; customers  
12 may combine their requests for service in order to satisfy the minimum Transmission  
13 Demand requirement of 1,000 kW per hour; and

14                  (8)     An estimate of the peak load at the Point(s) of Delivery. If there is a  
15 difference between the estimated peak load at the Point(s) of Delivery and the  
16 Transmission Demands at the Point(s) of Delivery, a description of how the Receiving  
17 Party expects to meet the difference must be provided.

18                  The Transmission Provider shall treat this information consistent with the standards  
19 of conduct contained in Part 37 of the Commission's regulations.

20                  (b)     A Completed Application for a Service Agreement for Daily or Hourly  
21 Firm Point-to-Point Transmission Service shall include the following:

22                   (1)     The identity, address, telephone number and facsimile number of the  
23 entity requesting service and its designated contact person;

1                   (2)     A statement that the entity requesting transmission service is, or  
2 shall be upon commencement of service, an Eligible Customer under this Tariff; and

3                   (3)     The Service Commencement Date and the term of the requested  
4 transmission service.

5     **29.3     Response to a Completed Application**

6             Following receipt of a Completed Application for Long-Term Firm Point-to-Point  
7 Transmission Service, the Transmission Provider shall make a determination of ATC as  
8 required in section 17.1. The Transmission Provider shall notify the Eligible Customer as  
9 soon as practicable, but not later than thirty (30) days after the date of receipt of a  
10 Completed Application that either (1) the Transmission Provider shall be able to provide  
11 service without performing a System Impact Study, or (2) that a System Impact Study is  
12 needed pursuant to section 13.1 to evaluate the impact of the Application. Responses by  
13 the Transmission Provider must be made as soon as practicable to all Completed  
14 Applications (including Applications by the Merchant Function) and the time of such  
15 responses must be made on a non-discriminatory basis.

16           (b)     Following receipt of a Completed Application for Daily or Hourly Firm  
17 Point-to-Point Transmission Service, the Transmission Provider shall tender a Service  
18 Agreement for Point-to-Point Transmission Service as soon as practicable but not later  
19 than thirty (30) days after the date of receipt of a Completed Application.

20     **29.4     Execution of Service Agreement**

21             Whenever the Transmission Provider determines that a System Impact Study is  
22 not required for Long-Term Firm Point-to-Point Transmission Service and that the  
23 service can be provided, it shall notify the Eligible Customer as soon as practicable but

1 no later than (a) thirty (30) days after receipt of the Completed Application; or (b) as  
2 soon thereafter as possible after the completion of any necessary environmental review  
3 and development of any necessary environmental mitigation requirements. Where a  
4 System Impact Study is required for Long-Term Firm Point-to-Point Transmission  
5 Service, the provisions of section 13 shall govern the execution of a Service Agreement.  
6 Failure of an Eligible Customer to execute and return the Service Agreement or request  
7 the filing of an unexecuted Service Agreement pursuant to section 17.2 within fifteen  
8 (15) days after it is tendered by the Transmission Provider shall be deemed a withdrawal  
9 and termination of the Application and any deposit, pursuant to section 17.4, submitted  
10 shall be refunded with interest. Nothing herein limits the right of an Eligible Customer  
11 to file another Application after such withdrawal and termination.

#### 12 **29.5 Postponements of Commencement of Service**

13 The Transmission Customer can obtain up to five (5) one-year postponements of  
14 the commencement of service. Transmission service which commences within 225 days  
15 from the date the Transmission Provider receives a Completed Application from the  
16 Transmission Customer shall be considered immediate service and not require a  
17 Reservation Fee. Transmission service which begins more than 225 days from the date  
18 of receipt of a Completed Application from the Transmission Customer requires a  
19 Reservation Fee. The Transmission Customer may postpone service for 225 days up to  
20 one (1) year from the date that the Transmission Provider receives the Completed  
21 Application for a Service Agreement, and thereafter on a yearly basis, by paying a non-  
22 refundable annual Reservation Fee equal to one-month's charge for Firm Point-to-Point  
23 Transmission Service for each year or fraction thereof. If during any extension for the

1 commencement of service an Eligible Customer submits a Completed Application for  
2 Firm Point-to-Point Transmission Service, and such request can be satisfied only by  
3 releasing all or part of the Transmission Customer's Transmission Demand, the original  
4 Transmission Demand shall be released unless, within thirty (30) days of notice by the  
5 Transmission Provider, the original Transmission Customer agrees to pay the firm Point-  
6 to-Point transmission rate for its Transmission Demand concurrent with the new Service  
7 Commencement Date. In the event the Transmission Customer elects to release the  
8 Transmission Demand, the Reservation Fees or portions thereof previously paid shall be  
9 forfeited. A Transmission Customer that has postponed transmission service and is  
10 within 180 days of commencing such service as of the date of receipt of the competing  
11 Completed Application will be deemed to have immediate service and will not be  
12 required to make the election described in the preceding sentence.

13 **30 PROCEDURES FOR ARRANGING NONFIRM POINT-TO-POINT**  
14 **TRANSMISSION SERVICE**

15 **30.1 Application**

16 Eligible Customers seeking a Service Agreement for nonfirm Point-to-Point  
17 Transmission Service must submit a Completed Application to Bonneville Power  
18 Administration, Transmission Business Line, either by (1) a telefax (360-418-8208),  
19 Attention: Transmission Account Executive, or (2) providing the information by  
20 telephone. Each of these methods shall provide a time-stamped record for establishing  
21 the service priority of the Application. Thereafter, requests for Daily and Hourly  
22 Nonfirm Point-to-Point Transmission Service pursuant to such Service Agreement shall  
23 be submitted over the Transmission Provider's OASIS pursuant to section 26.3.

1    **30.2    Completed Application**

2            A Completed Application for a Service Agreement for nonfirm Point-to-Point  
3    Transmission Service shall include the following:

4            (a)    The identity, address, telephone number and facsimile number of the  
5    entity requesting service and its designated contact person;

6            (b)    A statement that the entity requesting transmission service is, or shall be  
7    upon commencement of service, an Eligible Customer under this Tariff; and

8            (c)    The Service Commencement Date and the term of the requested  
9    transmission service.

10   **31        CHANGES IN SERVICE SPECIFICATIONS**

11   **31.1    Modifications on a Nonfirm Basis**

12            The Transmission Customer taking Firm Point-to-Point Transmission Service  
13    may request the Transmission Provider to provide transmission service on an hourly  
14    nonfirm basis over Points of Receipt and Points of Delivery (Secondary Points of  
15    Receipt and Secondary Points of Delivery) other than those specified in the Service  
16    Agreement for Point-to-Point Transmission Service, in amounts not to exceed its firm  
17    Transmission Demand, without incurring an additional nonfirm Point-to-Point  
18    Transmission Service charge or executing a new Service Agreement, subject to the  
19    following conditions.

20            (a)    Service provided over Secondary Points of Receipt and Secondary Points  
21    of Delivery shall be hourly nonfirm only, on an as-available basis and shall not displace

1 any firm or nonfirm transmission service reserved or scheduled by third parties or by the  
2 Merchant Function under this Tariff.

3 (b) The Transmission Customer shall retain its right to schedule Firm Point-  
4 to-Point Transmission Service at the Points of Receipt and Points of Delivery specified in  
5 the relevant Service Agreement for Point-to-Point Transmission Service in the amount of  
6 its original Transmission Demand.

7 (c) If the Service Agreement is for transmission service over the Montana  
8 Intertie, the request for Secondary Points of Receipt and Secondary Points of Delivery  
9 under such Service Agreement can only be for transmission service over the Montana  
10 Intertie.

11 (d) If the Service Agreement is for transmission service over the Southern  
12 Intertie, the request for Secondary Points of Receipt and Secondary Points of Delivery  
13 under such Service Agreement can only be for transmission service over the Southern  
14 Intertie.

15 (e) If the Service Agreement is for transmission service over the Integrated  
16 Network Transmission System, the request for Secondary Points of Receipt and  
17 Secondary Points of Delivery under such Service Agreement can only be for transmission  
18 service over the Integrated Network Transmission System.

19 (f) Modifications on a nonfirm basis without additional charge shall not be  
20 allowed for transmission service receiving a short distant discount or for services provided  
21 under discounted rates.

1    **31.2    Modification on a Firm Basis**

2           Any request by a Transmission Customer to modify the Points of Receipt or Points  
3 of Delivery under an existing agreement on a firm basis shall be treated as a new request  
4 for Point-to-Point Transmission Service in accordance with section 29.1(a) hereof. While  
5 such new request is pending, the Transmission Customer shall retain its priority for  
6 service at the existing firm Points of Receipt and Points of Delivery specified in its  
7 Service Agreement

8    **32       SALE OR ASSIGNMENT OF TRANSMISSION SERVICE**

9    **32.1    Procedures for Assignment or Transfer of Service**

10           A Transmission Customer may sell, assign, or transfer all or a portion of its rights  
11 under its Service Agreement, but only to another Eligible Customer (the Assignee). Such  
12 assignment shall be for the remaining term of the Transmission Customer's Service  
13 Agreement. The Transmission Customer that sells, assigns or transfers its rights under its  
14 Service Agreement is hereafter referred to as the Reseller. Compensation to the Reseller  
15 shall not exceed the higher of (a) the original rate paid by the Reseller, (b) the  
16 Transmission Provider's maximum rate on file at the time of the assignment, or (c) the  
17 Reseller's opportunity cost capped at the Transmission Provider's cost of expansion. If the  
18 Assignee does not request any change in the Point(s) of Receipt or the Point(s) of Delivery,  
19 or a change in any other term or condition set forth in the original Service Agreement, the  
20 Assignee shall receive the same services as did the Reseller, and the priority of service for  
21 the Assignee shall be the same as that of the Reseller. A Reseller should notify the  
22 Transmission Provider as soon as possible after any assignment or transfer of service

1 occurs but, in any event, notification must be provided prior to any provision of service to  
2 the Assignee. The Assignee shall be subject to all terms and conditions of this Tariff. If  
3 the Assignee requests a change in service, the reservation priority of service shall be  
4 determined by the Transmission Provider pursuant to section 26.2.

5 **32.2 Limitations on Assignment or Transfer of Service**

6 If the Assignee requests a change in the Point(s) of Receipt or Point(s) of Delivery,  
7 or a change in any other specifications set forth in the original Service Agreement, the  
8 Transmission Provider shall consent to such change subject to the provisions of this Tariff,  
9 provided that the change shall not impair the operation and reliability of the Transmission  
10 Provider's generation, or transmission systems. The Assignee shall compensate the  
11 Transmission Provider for performing any System Impact Study needed to evaluate the  
12 capability of the Transmission System to accommodate the proposed change and any  
13 additional costs resulting from such change. The Reseller shall remain liable for the  
14 performance of all obligations under the Service Agreement, except as specifically agreed  
15 to by the Parties through an amendment to the Service Agreement.

16 **32.3 Information on Assignment or Transfer of Service**

17 In accordance with section 3, Resellers may use the Transmission Provider's  
18 OASIS to post transmission capacity available for resale.

19 **III NETWORK INTEGRATION TRANSMISSION SERVICE**

20 **Preamble**

21 Network Integration Transmission Service is a service that allows Network  
22 Integration Customers to efficiently and economically utilize their Network Resources (as  
23 well as other non-designated generation resources) to serve their Network Load located in

1 the Transmission Provider's Control Area, and any additional load that may be designated  
2 pursuant to section 36 of this Tariff. The Network Integration Customer taking Network  
3 Integration Transmission Service must obtain or provide Ancillary Services pursuant to  
4 section 2. If the transmission path for moving power from a Network Resource to a  
5 Network Load includes the Montana or Southern Interties, the terms and conditions for  
6 service over such intertie facilities are provided under Part II of this Tariff.

7 **33 NATURE OF NETWORK INTEGRATION TRANSMISSION SERVICE**

8 **33.1 Transmission Provider Responsibilities**

9 The Transmission Provider shall plan, construct, operate and maintain its  
10 Transmission System in accordance with Good Utility Practice in order to provide the  
11 Network Integration Customer with Network Integration Transmission Service over the  
12 Transmission Provider's Transmission System. The Transmission Provider's Merchant  
13 Function shall be required to designate resources and loads in the same manner as any  
14 other Network Integration Customer under Part III of this Tariff. This information must  
15 be consistent with the information used by the Transmission Provider to calculate ATC.  
16 The Transmission Provider shall include the Network Integration Customer's Network  
17 Load in its Transmission System planning and shall, consistent with Good Utility  
18 Practice, endeavor to construct and place into service sufficient transmission capacity to  
19 deliver the Network Integration Customer's Network Resources to serve its Network  
20 Load.

1    **33.2    Network Integration Transmission Service**

2            The Transmission Provider shall provide Long-Term Firm Network Integrated  
3    Transmission Service over its Transmission System to the Network Integration Customer  
4    for the delivery of capacity and energy from the Transmission Customer’s designated  
5    Network Resources to service its Network Loads. The Transmission Customer may  
6    submit any firm Network Integration Transmission Service requests as pre-confirmed.

7    **33.3    Nonfirm Service**

8            The Network Integration Customer may use the Transmission Provider's  
9    Transmission System on an as available basis to deliver energy to its Network Loads from  
10   resources that have not been designated as Network Resources. Hourly Nonfirm Network  
11   Integrated Transmission Service shall be transmitted over the Transmission Provider’s  
12   Integrated Network Transmission System, on an as-available basis, at no additional charge  
13   for the use of the Integrated Network Transmission System. Deliveries from resources  
14   other than Network Resources shall have a higher priority on the Integrated Network  
15   Transmission System than any nonfirm transmission service under Part II and Part IV of  
16   this Tariff. If the transmission path for moving power from other than a Network Resource  
17   to a Network Load includes the Montana and Southern Interties, the terms and conditions  
18   for service over such intertie facilities are provided under Part II of this Tariff.

19   **33.4    Restrictions on Use of Service**

20            The Network Integration Customer shall not use Network Integration Transmission  
21   Service for (a) sales of capacity and energy to non-designated loads, or (b) direct or indirect  
22   provision of transmission service by the Network Integration Customer to third parties. All  
23   Network Integration Customers taking Network Integration Transmission Service shall use

1 Point-to-Point Transmission Service or Network Contract Demand Transmission Service  
2 under Parts II and IV of this Tariff for any Third-Party Sale which requires use of the  
3 Transmission Provider's Transmission System.

4 **34 INITIATING SERVICE**

5 **34.1 Conditions Required for Receiving Transmission Service**

6 Subject to the terms and conditions of Part III of this Tariff, the Transmission  
7 Provider shall provide Network Integration Transmission Service only if the Eligible  
8 Customer satisfies the following:

9 (a) The Eligible Customer completes an Application for service as provided  
10 under Part III of this Tariff;

11 (b) The Eligible Customer meets the creditworthiness criteria set forth in  
12 section 10;

13 (c) The Eligible Customer and the Transmission Provider complete the  
14 technical arrangements set forth in sections 16.4 and 34.6;

15 (d) The Eligible Customer agrees to pay for any facilities constructed and  
16 chargeable, pursuant to sections 7.3 and 14.3, to such Eligible Customer under Part III of  
17 this Tariff, whether or not the Eligible Customer takes service for the full term of its  
18 reservation;

19 (e) The Eligible Customer has executed a Service Agreement pursuant to  
20 Attachment A for service under Part III of this Tariff or elects to take service pursuant to  
21 section 17.2; and

1 (f) The Eligible Customer operates under the System Operating  
2 Provisions (Attachment H) or a separate interconnection agreement acceptable to the  
3 Transmission Provider.

4 **34.2 Application Procedures**

5 An Eligible Customer requesting service under Part III of this Tariff must submit  
6 an Application on the Transmission Provider's OASIS at least sixty (60) days in advance  
7 of the calendar month in which service is to commence. If the Transmission Provider's  
8 OASIS is not available, a Completed Application must be submitted to the Bonneville  
9 Power Administration, Transmission Business Line, by telefax at (360-418-8208),  
10 Attention: Transmission Account Executive, at least sixty (60) days in advance of the  
11 calendar month in which service is to commence. The Transmission Provider shall  
12 consider requests for Network Integration Transmission Service on shorter notice when  
13 feasible. A Completed Application for Network Integration Transmission Service shall  
14 be assigned a priority according to the date and time the Application is received, with the  
15 earliest Application receiving the highest priority.

16 **34.3 Completed Application**

17 A Completed Application for Network Integration Transmission Service shall  
18 provide all of the information included in 18 CFR Section 2.20 including but not limited  
19 to the following:

20 (a) The identity, address, telephone number and facsimile number of the party  
21 requesting service and its designated contact person.

22 (b) A statement that the party requesting service is, or shall be upon  
23 commencement of service, an Eligible Customer under this Tariff;

1 (c) A description of the Network Load at each Point of Delivery. This  
2 description should separately identify and provide the Eligible Customer's best estimate of  
3 the total loads to be served at each transmission voltage level, and the loads to be served  
4 from each Transmission Provider substation at the same transmission voltage level. The  
5 description should include a ten-year (10) forecast of summer and winter load and resource  
6 requirements beginning with the first year after the service is scheduled to commence;

7 (d) The amount and location of any interruptible loads included in the Network  
8 Load. This shall include the summer and winter capacity requirements for each  
9 interruptible load (had such load not been interruptible), that portion of the load subject to  
10 Interruption, the conditions under which an Interruption can be implemented and any  
11 limitations on the amount and frequency of interruptions. An Eligible Customer should  
12 identify the amount of interruptible customer load (if any) included in the ten (10) year  
13 load forecast provided in response to (c) above;

14 (e) A description of Network Resources (current and ten-year (10) projection),  
15 which shall include, for each Network Resource:

- 16 (1) Unit sizes and amount of capacity from that unit to be designated as  
17 Network Resource
- 18 (2) VAR capability (both leading and lagging) of all generators
- 19 (3) Operating restrictions
  - 20 (i) Any periods of restricted operations throughout the year
  - 21 (ii) Maintenance schedules
  - 22 (iii) Minimum loading level of unit
  - 23 (iv) Normal operating level of unit

- 1 (v) Any must-run unit designations required for system
- 2 reliability or contract reasons
- 3 (vi) If requested by the Transmission Provider, approximate
- 4 variable generating costs (\$/MWH) for redispatch
- 5 computations
- 6 (vii) Arrangements governing sale and delivery of power to third
- 7 parties from generating facilities located in the Transmission
- 8 Provider's Control Area, where only a portion of unit output
- 9 is designated as a Network Resource
- 10 (viii) Description of purchased power designated as a Network
- 11 Resource including source of supply, Control Area location,
- 12 transmission arrangements and delivery point(s) to the
- 13 Transmission Provider's Transmission System
- 14 (4) Location of the Points of Receipt and Control Areas
- 15 (5) Verification of firm rights to the Network Resources and the terms
- 16 of those rights
- 17 (f) Description of Eligible Customer's transmission system in an appropriate
- 18 load flow format (PSS/E, WSCC, or GE):
- 19 (1) Load flow and stability data, such as real and reactive parts of the
- 20 load, lines, transformers, reactive devices and load type, including
- 21 normal and emergency ratings of all transmission equipment in a
- 22 load flow format compatible with that used by the Transmission
- 23 Provider

- 1                   (2)    Operating restrictions needed for reliability
- 2                   (3)    Operating guides employed by system operators
- 3                   (4)    Contractual restrictions or committed uses of the Eligible
- 4                               Customer's transmission system, other than the Eligible Customer's
- 5                               Network Loads and Resources
- 6                   (5)    Location of Network Resources described in subsection (e) above
- 7                   (6)    Ten-year (10) projection of the Eligible Customer's system
- 8                               expansions or upgrades
- 9                   (7)    Eligible Customer's Transmission System maps that include any
- 10                              proposed expansions or upgrades
- 11                   (8)    Thermal ratings of Eligible Customer's Control Area ties with other
- 12                              Control Areas; and

13           (g)    Service Commencement Date and the term of the requested Network  
14 Integration Transmission Service. The minimum term for Network Integration  
15 Transmission Service is one (1) year.

16           Unless the Parties agree to a different time frame, the Transmission Provider must  
17 acknowledge the request within ten (10) days of receipt. The acknowledgment must  
18 include a date by which a response, including a Service Agreement, shall be sent to the  
19 Eligible Customer.

20           If an Application fails to meet the requirements of this section, the Transmission  
21 Provider shall notify the Eligible Customer requesting service within fifteen (15) days of  
22 receipt and specify the reasons for such failure. Wherever possible, the Transmission  
23 Provider shall attempt to remedy deficiencies in the Application through informal

1 communications with the Eligible Customer. If such efforts are unsuccessful, the  
2 Transmission Provider shall return the Application without prejudice to the Eligible  
3 Customer filing a new or revised Application that fully complies with the requirements of  
4 this section. The Eligible Customer shall be assigned a new priority consistent with the  
5 date of the new or revised Application.

6 The Transmission Provider shall treat this information consistent with the standards  
7 of conduct contained in Part 37 of the Commission's regulations.

#### 8 **34.4 Response to a Completed Application**

9 Following receipt of a Completed Application for Long-Term Network Integrated  
10 Transmission Service, the Transmission Provider shall make a determination of ATC as  
11 required in section 17.1. The Transmission Provider shall notify the Eligible Customer as  
12 soon as practicable, but not later than thirty (30) days after the date of receipt of a  
13 Completed Application that either (1) the Transmission Provider shall be able to provide  
14 service without performing a System Impact Study, or (2) that a System Impact Study is  
15 needed pursuant to section 13.1 to evaluate the impact of the Application. Responses by  
16 the Transmission Provider must be made as soon as practicable to all Completed  
17 Applications (including Applications by the Merchant Function) and the time of such  
18 responses must be made on a nondiscriminatory basis.

#### 19 **34.5 Execution of Service Agreement**

20 Whenever the Transmission Provider determines that a System Impact Study is not  
21 required for Long-Term Firm Network Integrated Transmission Service and that the  
22 service can be provided, it shall notify the Eligible Customer as soon as practicable but no  
23 later than (a) thirty (30) days after receipt of the Completed Application; or (b) as soon

1 thereafter as possible after the completion of any necessary environmental review and  
2 development of any necessary environmental mitigation requirements. Where a System  
3 Impact Study is required for Long-Term Firm Network Integration Transmission Service,  
4 the provisions of section 13 shall govern the execution of a Service Agreement. Failure of  
5 an Eligible Customer to execute and return the Service Agreement or request the filing of  
6 an unexecuted Service Agreement pursuant to section 17.2 within fifteen (15) days after it  
7 is tendered by the Transmission Provider shall be deemed a withdrawal and termination of  
8 the Application and any deposit, pursuant to section 17.4, submitted shall be refunded with  
9 interest. Nothing herein limits the right of an Eligible Customer to file another Application  
10 after such withdrawal and termination.

11 **34.6 Network Integration Customer Facilities**

12 The provision of Network Integration Transmission Service shall be conditioned  
13 upon the Network Integration Customer’s constructing, maintaining and operating the  
14 facilities on its side of each Point of Delivery or Point of Receipt necessary to reliably  
15 deliver capacity and energy from the Transmission Provider’s Transmission System to the  
16 Network Integration Customer. The Network Integration Customer shall be solely  
17 responsible for constructing or installing all facilities on the Network Integration  
18 Customer’s side of each such Point of Delivery or Point of Receipt.

19 **35 NETWORK RESOURCES**

20 **35.1 Designation of Network Resources**

21 Network Resources shall include all generation owned, purchased, or leased by the  
22 Network Integration Customer designated to serve Network Load under this Tariff.

1 Network Resources may not include resources, or any portion thereof, that are committed  
2 for sale to non-designated third party load or otherwise cannot be called upon to meet the  
3 Network Integration Customer's Network Load on a non-interruptible basis. Any owned or  
4 purchased resources that were serving the Network Integration Customer's loads under  
5 firm agreements entered into on or before the Service Commencement Date shall initially  
6 be designated as Network Resources until the Network Integration Customer terminates  
7 the designation of such resources.

8 **35.2 Designation of New Network Resources**

9 The Network Integration Customer may designate a new Network Resource by  
10 providing the Transmission Provider at least sixty (60) days in advance of the calendar  
11 month in which service is to commence. A designation of a new Network Resource  
12 must be made by a request for modification of service pursuant to an Application under  
13 section 34

14 **35.3 Termination of Network Resources**

15 The Network Integration Customer may terminate the designation of all or part of  
16 a generating resource as a Network Resource at any time, but must provide written  
17 notification to the Transmission Provider at least sixty (60) days in advance of the  
18 calendar month in which service is to terminate. A termination or reduction of a Network  
19 Resource must be made by a written request to the Transmission Provider for modification  
20 of service.

21 **35.4 Operation of Network Resources**

22 The Network Integration Customer shall not operate its designated Network  
23 Resources located in the Network Integration Customer's or Transmission Provider's

1 Control Area such that the output of those facilities exceeds its designated Network Load  
2 plus nonfirm sales delivered pursuant to Part II of this Tariff, plus transmission losses.  
3 This limitation shall not apply to changes in the operation of a Transmission Customer's  
4 Network Resources at the request of the Transmission Provider to respond to an  
5 emergency or other unforeseen condition that may impair or degrade the reliability of the  
6 Transmission System.

7 **35.5 Transmission Arrangements for Network Resources Not Physically**  
8 **Interconnected With the Transmission Provider**

9 The Network Integration Customer shall be responsible for any arrangements  
10 necessary to deliver capacity and energy from a Network Resource not physically  
11 interconnected with the Transmission Provider's Transmission System. The Transmission  
12 Provider shall undertake reasonable efforts to assist the Network Integration Customer in  
13 obtaining such arrangements, including without limitation, providing any information or  
14 data required by such other entity pursuant to Good Utility Practice.

15 **35.6 Limitation on Designation of Network Resources**

16 The Network Integration Customer must demonstrate that it owns or has committed  
17 to purchase generation or made a system purchase pursuant to an executed contract in  
18 order to designate a generating resource as a Network Resource. Alternatively, the  
19 Network Integration Customer may establish that execution of a contract is contingent  
20 upon the availability of transmission service under Part III of this Tariff.

21 **35.7 Use of Interface Capacity by the Network Integration Customer**

22 Other than the conditions described in this Tariff, there is no limitation upon a  
23 Network Integration Customer's use of the Transmission Provider's Transmission System  
24 at any particular interface to integrate the Network Integration Customer's Network

1 Resources (or substitute economy purchases) with its Network Loads. However, a  
2 Network Integration Customer's use of the Transmission Provider's total interface capacity  
3 with other transmission systems may not exceed the Network Integration Customer's  
4 Network Load.

5 **35.8 Scheduling of Network Resources Located Outside the Transmission Provider's**  
6 **Control Area**

7 Network Resources that are located outside of the Transmission Provider's Control  
8 Area require the Network Integration Transmission Customer to submit schedules for firm  
9 transmission service to the Transmission Provider no later than 10:00 a.m. [or a reasonable  
10 time that is generally accepted in the region and is consistently adhered to by the  
11 Transmission Provider] of the day prior to commencement of such service. Schedules  
12 submitted after 2:00 p.m. will be accommodated, if practicable. Schedules for nonfirm  
13 transmission service must be submitted to the Transmission Provider between 10:00 a.m.  
14 and 2:00 p.m. [or a reasonable time that is generally accepted in the region and is  
15 consistently adhered to by the Transmission Provider] of the preschedule day but may be  
16 submitted later if practicable as determined by the Transmission Provider, and on real-time  
17 by thirty (30) minutes prior to the hour of delivery. All schedules for nonfirm transmission  
18 service are treated as conditional until either accepted or rejected by the Transmission  
19 Provider during the Transmission Provider's congestion management process. The  
20 congestion management process will run at 2:00 p.m. or later if practicable as determined  
21 by the Transmission Provider on the preschedule day, and at thirty (30) minutes prior to  
22 the hour of delivery on real time or later if practicable as determined by the Transmission  
23 Provider.

1    **36    DESIGNATION OF NETWORK LOAD**

2    **36.1    Network Load**

3            The Network Integration Customer must designate the individual Network Loads  
4    on whose behalf the Transmission Provider shall provide Network Integration  
5    Transmission Service. The Network Loads shall be specified in the Service Agreement.

6    **36.2    New Network Loads Connected With the Transmission Provider**

7            The Network Integration Customer shall provide the Transmission Provider at least  
8    sixty (60) days in advance of the calendar month in which service is to commence of the  
9    designation of new Network Load that will be added to its Transmission System. With the  
10   addition of new Network Load the Transmission Customer may increase its Customer-  
11   Served Load by an amount less than or equal to the new Network Load. A designation of  
12   new Network Load must be made through a modification of service pursuant to a new  
13   Application under section 34.2. The Transmission Provider shall use due diligence to  
14   install any transmission facilities on its Transmission System required to interconnect a  
15   new Network Load designated by the Network Integration Customer. The costs of new  
16   facilities required to interconnect a new Network Load shall be determined in accordance  
17   with the procedures provided in section 13.4 and shall be charged to the Network  
18   Integration Customer in accordance with Commission policies.

19   **36.3    Network Load Not Physically Interconnected with the Transmission Provider**

20            This section applies to both the initial designations pursuant to section 36.1 and  
21   the subsequent addition of new Network Load not physically interconnected with the  
22   Transmission Provider. To the extent that the Network Integration Customer desires to

1 obtain transmission service for a load outside the Transmission Provider's Transmission  
2 System, the Network Integration Customer shall have the option of (1) electing to  
3 include the entire load as Network Load for all purposes under Part III of this Tariff and  
4 designating Network Resources in connection with such additional Network Load, or  
5 (2) excluding that entire load from its Network Load and purchasing Point-to-Point  
6 Transmission Service or Network Contract Demand Transmission Service under Parts  
7 II or IV of this Tariff. To the extent that the Network Integration Customer gives notice  
8 of its intent to add a new Network Load as part of its Network Load pursuant to this  
9 section the request must be made through a modification of service pursuant to a new  
10 Application under section 34.2.

11 **36.4 New Interconnection Points**

12 To the extent the Network Integration Customer desires to add a new delivery point  
13 or interconnection point between the Transmission Provider's Transmission System and a  
14 Network Load, the Network Integration Customer shall provide the Transmission Provider  
15 at least sixty (60) days in advance of the calendar month in which service is to commence;  
16 however, the Transmission Provider shall not be obligated to provide additional service  
17 with respect to such interconnection point until such new interconnection is established.  
18 The Transmission Provider shall add such new interconnection point provided that the  
19 Transmission Provider reasonably determines that the Transmission System can reliably  
20 accommodate such new interconnection point. The Transmission Customer shall be  
21 responsible for the costs of any incremental facilities associated with such new  
22 interconnection. The engineering and technical specifications for such new

1 interconnection point shall be set forth in a separate interconnection agreement to be  
2 negotiated by the Parties.

3 **36.5 Changes in Service Requests**

4 Under no circumstances shall the Network Integration Customer's decision to  
5 cancel or delay a requested change in Network Integration Transmission Service (e.g. the  
6 addition of a new Network Resource or designation of a new Network Load) in any way  
7 relieve the Network Integration Customer of its obligation to pay the costs of transmission  
8 facilities constructed by the Transmission Provider and charged to the Network Integration  
9 Customer as reflected in the Service Agreement. However, the Transmission Provider  
10 must treat any requested change in Network Integration Transmission Service in a non-  
11 discriminatory manner.

12 **36.6 Annual Load and Resource Information Updates**

13 The Network Integration Customer shall provide the Transmission Provider with  
14 annual updates of Network Load and Network Resource forecasts consistent with those  
15 included in its Application for Network Integration Transmission Service under Part III of  
16 this Tariff. The Network Integration Transmission Customer shall also provide to the  
17 Transmission Provider load forecasts, generation forecasts, schedules, and any other  
18 information necessary to implement and verify compliance with Curtailment, Load  
19 Shedding, and congestion management procedures when requested by the Transmission  
20 Provider. The Network Integration Customer also shall provide the Transmission Provider  
21 with timely written notice of material changes in any other information provided in its  
22 Application relating to the Network Integration Customer's Network Load, Network

1 Resources, its transmission system or other aspects of its facilities or operations affecting  
2 the Transmission Provider's ability to provide reliable service.

3 **36.7 Declared Customer-Served Load**

4 Declared Customer-Served Load is a list of twelve (12) monthly numbers  
5 representing the Transmission Customer's Customer-Served Load which must be provided  
6 to the Transmission Provider if the Transmission Customer desires to be billed for service  
7 to less than its Network Load for the basic service under the Rate Schedules. Requests for  
8 decreases to any of these numbers shall be treated as a request for increases in Network  
9 Load pursuant to section 34. Except as provided in section 36.2, increases to any of these  
10 numbers shall require two (2) years notice.

11 **37 CONGESTION MANAGEMENT**

12 **37.1 Transmission Constraints and Redispatch Obligation**

13 During any period when the Transmission Provider determines that a transmission  
14 constraint exists on the Transmission System, and that such constraint may impair the  
15 reliability of the Transmission System, the Transmission Provider shall take whatever  
16 actions, consistent with Good Utility Practice, that are reasonably necessary to maintain  
17 the reliability of the Transmission System. To the extent the Transmission Provider  
18 determines that the reliability of the Transmission System can be maintained by  
19 redispatching resources, including reduction in off-system purchases and sales, the  
20 Transmission Provider shall initiate procedures pursuant to the Redispatch Mechanism  
21 (Attachment G). The Transmission Provider shall employ redispatch procedures to

1 maintain firm transmission transactions while maintaining the reliability of the  
2 Transmission System.

3 **37.2 Network Integration Customer Redispatch Obligation**

4 As a condition for receiving Network Integration Transmission Service, the  
5 Network Integration Customer agrees to redispatch its Network Resources as requested  
6 by the Transmission Provider pursuant to section 37.1. To the extent the Transmission  
7 Provider determines that a transmission constraint can be addressed by redispatching  
8 resources, the Transmission Provider shall initiate procedures pursuant to the Redispatch  
9 Mechanism (Attachment G).

10 **37.3 Cost Responsibility for Relieving Transmission Constraints**

11 Whenever the Transmission Provider implements least-cost redispatch procedures  
12 in response to a transmission constraint, Network Integration Customers and Network  
13 Contract Demand Customers, including the Merchant Function if it elects either service,  
14 using the constrained transmission path shall each bear a proportionate share of the total  
15 redispatch cost based on the Redispatch Mechanism (Attachment G).

16 **37.4 Curtailments of Scheduled Deliveries for Network Integration Transmission**  
17 **Service**

18 If a transmission constraint on the Transmission Provider's Transmission System  
19 cannot be relieved through the implementation of least-cost redispatch procedures, and the  
20 Transmission Provider determines that it is necessary to Curtail scheduled deliveries, the  
21 Parties shall Curtail such schedules pursuant to section 22.

1 **IV NETWORK CONTRACT DEMAND TRANSMISSION SERVICE**

2 **Preamble**

3 The Transmission Provider shall provide Network Contract Demand  
4 Transmission Service over the Integrated Network Transmission System pursuant to the  
5 terms and conditions of this Tariff. Network Contract Demand Transmission Service is  
6 a service that allows Network Contract Demand Customers to efficiently and  
7 economically utilize their Network Resources to provide transmission service to their  
8 designated Point(s) of Delivery, including for Third-Party Sales. As an alternative to  
9 receiving service to the designated Point(s) of Delivery, the Network Contract Demand  
10 Customer may request that the Transmission Provider provide transmission service on a  
11 firm, capacity-available basis, to secondary Point(s) of Delivery in accordance with the  
12 provisions of this Tariff. The Network Contract Demand Customer may also request the  
13 Transmission Provider to provide Transmission Service on an hourly nonfirm, capacity-  
14 available basis between secondary Point(s) of Receipts and Point(s) of Delivery in  
15 accordance with the provisions of Part II of this Tariff. If the transmission path for  
16 moving power from a Network Resource to designated Point(s) of Delivery includes the  
17 Montana and Southern Interties, the terms and conditions for service over such intertie  
18 facilities are provided under Part II of this Tariff.

19 **38 INITIATING SERVICE**

20 **38.1 Conditions Required for Receiving Service**

21 The Transmission Provider shall provide Network Contract Demand Transmission  
22 Service only if the Eligible Customer satisfies the following:

1 (a) The Eligible Customer completes an Application for service as provided  
2 under Part IV of this Tariff;

3 (b) The Eligible Customer meets the creditworthiness criteria set forth in  
4 section 10;

5 (c) The Eligible Customer and the Transmission Provider complete the  
6 technical arrangements set forth in section 16.4;

7 (d) The Eligible Customer agrees to pay for any facilities constructed and  
8 chargeable, pursuant to sections 7.3 and 14.3, to such Eligible customer under Part IV of  
9 this Tariff, whether or not the Eligible Customer takes service for the full term of its  
10 reservation;

11 (e) The Eligible Customer has executed a Service Agreement pursuant to  
12 Attachment A for service under Part IV of this Tariff or elects to take service pursuant to  
13 section 17.2; and

14 (f) The Eligible Customer operates under the System Operating Provisions  
15 (Attachment H) or a separate interconnection agreement acceptable to the Transmission  
16 Provider.

17 **38.2 Obligation to Provide Transmission Service that Requires Expansion or**  
18 **Modification of the Transmission System**

19 If the Transmission Provider determines that it cannot accommodate a Completed  
20 Application for Long-Term Firm Network Contract Demand Transmission Service because  
21 of insufficient capability on its Transmission System, the Transmission Provider shall use  
22 due diligence to expand or modify its Transmission System to provide the requested Long-  
23 Term Firm Network Contract Demand Transmission Service, provided the Transmission  
24 Customer agrees to compensate the Transmission Provider for such costs pursuant to the

1 terms of section 7.3. The Transmission Provider shall conform to Good Utility Practice in  
2 determining the need for new facilities and in the design and construction of such facilities.  
3 The obligation applies only to those facilities that the Transmission Provider has the right  
4 to expand or modify.

5 **38.3 Application**

6 A request for Long -Term Firm Network Contract Demand Transmission Service  
7 may be made by entering the applicable information on the Transmission Provider's OASIS,  
8 at least sixty (60) days in advance of the calendar month in which service is to commence.  
9 If the Transmission Provider's OASIS is not available a request must be submitted to the  
10 Bonneville Power Administration, Transmission Business Line, by telefax (360-418-8208),  
11 Attention: Transmission Account Executive, at least sixty (60) days in advance of the  
12 calendar month in which service is to commence. Each of these methods shall provide a  
13 time-stamped record for establishing the priority of the Application. The Transmission  
14 Provider shall consider requests for Long-Term Firm Network Contract Demand  
15 Transmission Service on shorter notice when feasible. All requests for Long-Term Firm  
16 Network Contract Demand Transmission Service shall be posted on the Transmission  
17 Provider's OASIS. Thereafter, requests for Daily Firm Network Contract Demand  
18 Transmission Service under the Service Agreement shall be submitted over Transmission  
19 Provider's OASIS pursuant to section 40.2.

20 **38.4 Completed Application**

21 A Completed Application for Network Contract Demand Transmission Service  
22 shall provide all of the information included in 18 CFR Section 2.20 including but not  
23 limited to the following:

1           (a)     The identity, address, telephone number and facsimile number of the party  
2 requesting service;

3           (b)     A statement that the party requesting service is, or shall be upon  
4 commencement of service, an Eligible Customer under this Tariff;

5           (c)     The firm transmission capability reserved at each Point of Delivery, and  
6 the electrical location, or sink Control Area if not the Transmission Provider's, of each  
7 ultimate load;

8           (d)     A description of Network Resources (current and ten-year (10) projection),  
9 which shall include, for each Network Resource:

10                   (1)     Unit sizes and amount of capacity from that unit to be designated as  
11                                 Network Resource

12                   (2)     VAR capability (both leading and lagging) of all generators

13                   (3)     Operating restrictions

14                                 (i)     Any periods of restricted operations throughout the year

15                                 (ii)    Maintenance schedules

16                                 (iii)  Minimum loading level of unit

17                                 (iv)  Normal operating level of unit

18                                 (v)    Any must-run unit designations required for system  
19   reliability or contract reasons

20                                 (vi)  If requested by the Transmission Provider, approximate  
21   variable generating cost (\$/MWH) for redispatch  
22   computations

1 (vii) Arrangements governing the sale and delivery of power to  
2 third parties from generating facilities located in the  
3 Transmission Provider's Control Area, where only a portion  
4 of unit output is designated as a Network Resource

5 (viii) Description of the purchased power designated as a Network  
6 Resource including source of supply, Control Area location,  
7 transmission arrangements and delivery point(s) to the  
8 Transmission System

9 (4) Location of the Point(s) of Receipt and the Control Area

10 (5) Verification of firm rights to the Network Resource and the term of  
11 those rights

12 (f) An estimate of the peak load at the Point(s) of Delivery. If there is a  
13 difference between the estimated peak load at the Point(s) of Delivery and the  
14 Transmission Demands at the Point(s) of Delivery, a description of how the Receiving  
15 Party expects to meet the difference must be provided; and:

16 (g) Service Commencement Date and the term of the requested Network  
17 Contract Demand Transmission Service. The minimum term for Network Contract  
18 Demand Transmission Service is one (1) year.

19 The Transmission Provider shall treat this information consistent with the standards  
20 of conduct contained in Part 37 of the Commission's regulations.

21 **38.5 Response to a Completed Application**

22 Following receipt of a Completed Application for Long-Term Firm Network  
23 Contract Demand Transmission Service, the Transmission Provider shall make a

1 determination of ATC as required in section 17.1. The Transmission Provider shall notify  
2 the Eligible Customer as soon as practicable, but not later than thirty (30) days after the  
3 date of receipt of a Completed Application either (a) that it shall be able to provide service  
4 without performing a System Impact Study or (b) that such a study is needed to evaluate  
5 the impact of the Application pursuant to section 13.1.

6 **38.6 Execution of Service Agreement**

7       Whenever the Transmission Provider determines that a System Impact Study is not  
8 required for Long-Term Firm Network Contract Demand Transmission Service and that  
9 the service can be provided, it shall notify the Eligible Customer by offering a Service  
10 Agreement as soon as practicable but no later than (a) thirty (30) days after receipt of the  
11 Completed Application; or (b) as soon thereafter as possible after the completion of any  
12 necessary environmental review and development of any necessary environmental  
13 mitigation requirements. Where a System Impact Study is required for Long-Term Firm  
14 Network Contract Demand Transmission Service, the provisions of section 13 shall govern  
15 the execution of a Service Agreement. Failure of an Eligible Customer to execute and  
16 return the Service Agreement, or to request that the Transmission Provider provide  
17 Transmission Service under an unexecuted Service Agreement pursuant to section 17.2,  
18 within fifteen (15) days after it is tendered by the Transmission Provider shall be deemed a  
19 withdrawal and termination of the Completed Application and any deposit, pursuant to  
20 section 17.4, submitted shall be refunded with interest. Nothing herein limits the right of  
21 an Eligible Customer to file another Application after such withdrawal and termination.

1   **38.7   Postponements of Commencement of Service**

2           The Transmission Customer can obtain up to five (5) one-year postponements of  
3 the commencement of service. Transmission service which commences within 225 days  
4 from the date the Transmission Provider receives a Completed Application from the  
5 Transmission Customer shall be considered immediate service and not require a  
6 Reservation Fee. Transmission service which begins more than 225 days from the date  
7 of receipt of a Completed Application from the Transmission Customer requires a  
8 Reservation Fee. The Transmission Customer may postpone service for 225 days up to  
9 one (1) year from the date that the Transmission Provider receives the Completed  
10 Application for a Service Agreement, and thereafter on a yearly basis, by paying a non-  
11 refundable annual Reservation Fee equal to one-month's charge for Long-Term Firm  
12 Network Contract Demand Transmission Service for each year or fraction thereof. If  
13 during any extension for the commencement of service an Eligible Customer submits a  
14 Completed Application for Long-Term Firm Network Contract Demand Transmission  
15 Service, and such request can be satisfied only by releasing all or part of the  
16 Transmission Customer's Transmission Demand, the original Transmission Demand  
17 shall be released unless, within thirty (30) days of notice by the Transmission Provider,  
18 the original Transmission Customer agrees to pay the firm Network Contract Demand  
19 transmission rate for its Transmission Demand concurrent with the new Service  
20 Commencement Date. In the event the Transmission Customer elects to release the  
21 Transmission Demand, the Reservation Fees or portions thereof previously paid shall be  
22 forfeited. A Transmission Customer that has postponed transmission service and is  
23 within 180 days of commencing such service as of the date of receipt of the competing

1 Completed Application will be deemed to have immediate service and will not be  
2 required to make the election described in the preceding sentence.

3 **39 TRANSMISSION PROVIDER RESPONSIBILITIES**

4 The Transmission Provider shall plan, construct, operate and maintain its  
5 Transmission System in accordance with Good Utility Practice in order to provide the  
6 Network Contract Demand Customer with Network Contract Demand Transmission  
7 Service over the Transmission Provider's Integrated Network Transmission System. The  
8 Merchant Function, if it elects such service, shall designate Network Resources in the  
9 same manner as any Network Contract Demand Customer under Part IV of this Tariff.  
10 This information must be consistent with the information used by the Transmission  
11 Provider to calculate ATC.

12 **40 NATURE OF NETWORK CONTRACT DEMAND TRANSMISSION**  
13 **SERVICE**

14 **40.1 Reservation Priority**

15 Firm transmission service shall always have a reservation priority over nonfirm  
16 transmission service under this Tariff. Long-Term Firm Network Contract Demand  
17 Transmission Service shall be available on a first-come, first-served basis, i.e., in the  
18 chronological sequence in which each Transmission Customer has reserved service.  
19 Reservations for Daily Firm Network Contract Demand Transmission Service shall be  
20 conditional based upon the length of the requested transaction. If the Transmission System  
21 becomes oversubscribed, requests for Daily Firm Point-to-Point Transmission Service  
22 under Part II of this Tariff may preempt any requests for Daily Firm Network Contract

1 Demand Transmission Service while a Daily Firm Network Contract Demand  
2 Transmission Service request is conditional pursuant to section 40.2 (a), (b), and (c). In  
3 order to preempt a confirmed request, a competing request must be confirmed. Before the  
4 conditional reservation deadline, if ATC is insufficient to satisfy all Applications, an  
5 Eligible Customer with a reservation for shorter term service has the right of first refusal to  
6 match any longer term reservation before losing its reservation priority. Firm Network  
7 Contract Demand Transmission Service will always have a reservation priority over  
8 nonfirm Point-to-Point Transmission Service under this Tariff. All Long-Term Firm  
9 Network Contract Demand Transmission Service shall have equal reservation priority with  
10 Network Integration Customers and Point-to-Point Customers.

11 **40.2 Reservation of Firm Network Contract Demand Transmission Service**

12 Long-Term Firm Network Contract Demand Transmission Service requests must  
13 be submitted at least sixty (60) days in advance (less than sixty (60) days when practicable)  
14 of the calendar month in which service is to commence pursuant to section 38.3.

15 Requests for Daily Firm Network Contract Demand Transmission Service may  
16 only be made to move primary Point(s) of Delivery to secondary Point(s) of Delivery. The  
17 Transmission Customer may submit Daily Firm Network Contract Demand Transmission  
18 Service as pre-Confirmed. Reservations for Daily Firm Network Contract Demand  
19 Transmission Service shall be submitted as follows:

20 (a) Daily Firm Network Contract Demand Transmission Service requests for  
21 secondary movement with duration greater than or equal to 28 days but less than or equal  
22 to 364 days must be submitted from sixty (60) days before delivery to 10:00 a.m. of the

1 preschedule day. Reservations are conditional until thirty (30) calendar days before  
2 commencement of service;

3 (b) Daily Firm Network Contract Demand Transmission Service requests for  
4 secondary movement with duration greater than or equal to seven (7) days but less than or  
5 equal to twenty-seven (27) days, must be submitted fourteen (14) days before delivery to  
6 10:00 a.m. of the preschedule day. Reservations are conditional until seven (7) calendar  
7 days before commencement of service; and

8 (c) Daily Firm Network Contract Demand Transmission Service requests for  
9 secondary movement with duration less than or equal to six (6) days must be submitted  
10 seven (7) days before delivery to 10:00 a.m. of the preschedule day. Reservations are  
11 conditional until one (1) calendar day before commencement of service.

12 The Transmission Customer may submit any firm Network Contract Demand  
13 Transmission Service requests as pre-confirmed.

14 Individual reservation requests for Daily Firm Network Contract Demand  
15 Transmission Service are made by entering the applicable information on the  
16 Transmission Provider's OASIS. If the Transmission Provider's OASIS is not available,  
17 a reservation request may be submitted by (1) transmitting the required information to the  
18 Transmission Provider by telefax, or (2) providing the information by telephone over the  
19 Transmission Provider's time recorded telephone line.

### 20 **40.3 Reservation of Nonfirm Transmission Service**

21 Nonfirm transmission service must be requested under an executed Service  
22 Agreement for Point-to-Point Transmission Service.

1    **40.4    Transmission Customer Obligations for Facility Additions**

2           In cases where the Transmission Provider determines that the Transmission System  
3    is not capable of providing the requested firm Network Contract Demand Transmission  
4    Service without (1) degrading or impairing the reliability of service to Network Integration  
5    Customers, Network Contract Demand Customers, and other Transmission Customers  
6    taking Firm Point-to-Point Transmission Service, or (2) interfering with the Transmission  
7    Provider's ability to meet prior firm contractual commitments to others, the Transmission  
8    Provider shall be obligated to expand or upgrade its Transmission System pursuant to the  
9    terms of section 38.2. The Transmission Customer must agree to compensate the  
10   Transmission Provider for any necessary transmission facility additions pursuant to the  
11   terms of section 7.3.

12   **40.5    Classification of Firm Network Contract Demand Transmission Service**

13           (a)    The Transmission Customer taking Long-Term or Daily Firm Network  
14    Contract Demand Transmission Service may change its Points of Receipt and/or Points  
15    of Delivery to obtain service on an Hourly Nonfirm Point-to-Point basis consistent with  
16    Part II of this Tariff and the terms of section 43.3. The Transmission Customer taking  
17    Long-Term Firm Network Contract Demand Transmission Service may request a  
18    modification of the Points of Receipt or Point(s) of Delivery on a firm basis pursuant to  
19    the terms of sections 43.1 and 43.2.

20           (b)    For Long Term and Daily Firm Network Contract Demand Transmission  
21    Service requests, the Transmission Demand shall be flat for the duration of each request.

22           (c)    The Transmission Customer's Transmission Demand shall be the sum of  
23    the Transmission Demand at the Point(s) of Delivery. The Transmission Customer shall

1 be billed for its Transmission Demand under the terms of the Network Contract Demand  
2 Rate Schedule or its successors.

3 (d) The Transmission Customer may not exceed its Transmission Demand  
4 reserved at any Point of Delivery except as otherwise specified in section 42.1. The  
5 Transmission Provider shall specify the rate treatment and all related terms and conditions  
6 applicable in the event that a Transmission Customer (including sales by the Merchant  
7 Function) exceeds its firm Transmission Demand at any Point of Delivery.

8 **40.6 Scheduling of Firm Network Contract Demand Transmission Service**

9 Schedules for the Transmission Customer's Long-Term or Daily Firm Network  
10 Contract Demand Transmission Service must be submitted to the Transmission Provider  
11 no later than 10:00 a.m. [or a reasonable time that is generally accepted in the region and  
12 is consistently adhered to by the Transmission Provider] of the day prior to  
13 commencement of such service. Schedules submitted after 10:00 a.m. will be  
14 accommodated, if practicable. All Network Contract Demand Transmission Service  
15 schedules shall be accepted or rejected by the Transmission Provider during the  
16 Transmission Provider's congestion management process on the preschedule day. The  
17 congestion management process will run at 2:00 p.m. or later if practicable as determined  
18 by the Transmission Provider on the preschedule day, and at thirty (30) minutes prior to  
19 the hour of delivery on real time or later if practicable as determined by the Transmission  
20 Provider.

21 Hourly schedules of capacity and energy must be stated in increments of 1,000 kW  
22 per hour [or a reasonable increment that is generally accepted in the region and is  
23 consistently adhered to by the Transmission Provider]. Transmission Customers within the

1 Transmission Provider's service area with multiple requests for transmission service at a  
2 Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their service  
3 requests at a common Point of Receipt into units of 1,000 kW per hour, for scheduling and  
4 billing purposes. Scheduling changes shall be permitted up to thirty (30) minutes [or a  
5 reasonable increment that is generally accepted in the region and is consistently adhered to  
6 by the Transmission Provider] before the start of the next clock hour provided that the  
7 Delivering Party, Receiving Party, and the Transmission Provider also agree to the  
8 schedule modification. The Transmission Provider shall furnish to the Delivering Party's  
9 system operator, hourly schedules equal to those furnished by the Receiving Party (unless  
10 reduced for transmission losses) and shall deliver the capacity and energy provided by such  
11 schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise  
12 or terminate any schedule, such party shall immediately notify the Transmission Provider,  
13 and the Transmission Provider shall have the right to adjust accordingly the schedule for  
14 capacity and energy to be received and to be delivered.

15 **41 NETWORK RESOURCES**

16 **41.1 Designation of Network Resources**

17 Network Resources shall include all generation owned, purchased, or leased by the  
18 Network Contract Demand Customer designated to serve its Point(s) of Delivery under  
19 Part IV of this Tariff.

20 **41.2 Designation of New Network Resources**

21 Any request by the Network Contract Demand Customer to designate a new  
22 Network Resource shall be treated as a new request for service under section 38.3.

1    **41.3 Termination of Network Resources**

2           The Network Contract Demand Customer may terminate the designation of all or  
3 part of a generating resource as a Network Resource at any time, but must provide written  
4 notification to the Transmission Provider at least sixty (60) days in advance of the calendar  
5 month in which service is to terminate.

6    **41.4 Transmission Arrangements for Network Resources Not Physically**  
7           **Interconnected With the Transmission Provider**

8           The Network Contract Demand Customer shall be responsible for any  
9 arrangements necessary to deliver capacity and energy from a Network Resource not  
10 physically interconnected with the Transmission Provider's Integrated Network  
11 Transmission System. The Transmission Provider shall undertake reasonable efforts to  
12 assist the Network Contract Demand Customer in obtaining such arrangements, including  
13 without limitation, providing any information or data required by such other entity  
14 pursuant to Good Utility Practice.

15   **41.5 Network Resource and Load Information Updates**

16           The Network Contract Demand Customer shall provide the Transmission Provider  
17 with annual updates of Network Resource and load forecasts consistent with those  
18 included in its Completed Application for Network Contract Demand Transmission  
19 Service under Part IV of this Tariff. The Network Contract Demand Customer shall also  
20 provide to the Transmission Provider load forecasts, generation forecasts, schedules, and  
21 any other information necessary to implement and verify compliance with Curtailment,  
22 Load Shedding, and congestion management procedures when requested by the  
23 Transmission Provider. The Network Contract Demand Customer also shall provide the  
24 Transmission Provider with timely written notice of material changes in any other

1 information provided in its application relating to the Network Contract Demand  
2 Customer's Network Resources affecting the Transmission Provider's ability to provide  
3 reliable service.

4 **42 DESIGNATION OF POINT(S) OF DELIVERY**

5 **42.1 Point(s) of Delivery**

6 The Network Contract Demand Customer must designate the individual Point(s) of  
7 Delivery to which the Transmission Provider shall provide Network Contract Demand  
8 Transmission Service and the Transmission Demand at each Point of Delivery. The  
9 Point(s) of Delivery shall be specified in the Service Agreement.

10 **42.2 Changes in Service Requests**

11 In the event the Network Contract Demand Customer desires to cancel or delay a  
12 requested change in Network Contract Demand Transmission Service (e.g. the addition of  
13 a new Network Resource(s) or designation of a new Point(s) of Delivery), it is not relieved  
14 of its obligation to pay the costs of transmission facilities constructed by the Transmission  
15 Provider and charged to the Network Contract Demand Customer as reflected in the  
16 Service Agreement pursuant to section 7.3. However, the Transmission Provider must  
17 treat any requested change in Network Contract Demand Transmission Service in a non-  
18 discriminatory manner.

1    **43    CHANGES IN SERVICE SPECIFICATIONS**

2    **43.1    Modification on a Long-Term Firm Basis**

3           Any request by a Network Contract Demand Customer to modify Points of Receipt  
4    and Point(s) of Delivery on a long-term firm basis shall be treated as a new request for  
5    service in accordance with section 38. While such new request is pending, the Network  
6    Contract Demand Customer shall retain its priority for service at the existing firm Points of  
7    Delivery specified in its Network Contract Demand Service Agreement.

8    **43.2    Modifications on a Daily Firm Basis**

9           A Network Contract Demand Customer with Network Contract Demand  
10   Transmission Service may request that the Transmission Provider provide Daily Firm  
11   Network Contract Demand Transmission Service to Point(s) of Delivery other than those  
12   specified in the Service Agreement (secondary Point(s) of Delivery), if such service does  
13   not cause the Network Contract Demand Customer to exceed its Transmission Demand,  
14   without incurring any additional transmission charges or executing a new Service  
15   Agreement for Network Contract Demand Transmission Service, subject to the following  
16   conditions:

17           (a)    Service will be provided only to secondary Point(s) of Delivery on the  
18   Integrated Network Transmission System on a capacity available basis.

19           (b)    If a Network Contract Demand Customer desires to modify its Network  
20   Contract Demand Transmission Service on a daily firm basis the Transmission Customer  
21   shall provide notice to the Transmission Provider consistent with reservation and  
22   scheduling timelines. The Network Contract Demand Customer requesting such modified

1 service shall specify reductions in firm rights at designated Point(s) of Delivery equal to  
2 the amount of such Daily Firm Network Contract Demand Transmission Service, which  
3 reduction shall remain in effect for the period of time the modified Daily Firm Network  
4 Contract Demand Transmission Service is in effect. During the term of such Daily Firm  
5 Network Contract Demand Transmission Service at secondary Point(s) of Delivery, the  
6 Network Contract Demand Customer may not further modify on a firm basis such  
7 secondary Point(s) of Delivery. All firm transmission service at secondary Point(s) of  
8 Delivery shall be subject to redispatch and Curtailment pursuant to sections 22 and 44 of  
9 this Tariff. Such Curtailments shall not result in any reinstatement to the Network  
10 Contract Demand Customer of the original rights to firm Network Contract Demand  
11 Transmission Service during such Curtailment under its Network Contract Demand  
12 Service Agreement.

13 (c) Except during the modification period and for amounts modified pursuant  
14 to section 42.2, a Network Contract Demand Customer shall retain its right to schedule  
15 firm Network Contract Demand Transmission Service to the Point(s) of Delivery specified  
16 in its Service Agreement for Network Contract Demand Transmission Service in the  
17 amount of its original Transmission Demand for such points.

18 (d) For each firm secondary Point of Delivery the Network Contract Demand  
19 Customer must specify which Point of Receipt from among the Point(s) of Receipt  
20 associated with its Network Resources shall be used to serve the secondary Point of  
21 Delivery. Firm service to the secondary Point of Delivery shall be provided only from  
22 the specified Point of Receipt.

1    **43.3    Modifications on a Nonfirm Basis**

2           The Network Contract Demand Customer taking firm Network Contract Demand  
3    Transmission Service may request the Transmission Provider to provide transmission  
4    service on an hourly nonfirm basis over the Integrated Network Transmission System  
5    under Part II of this Tariff over Points of Receipt and Points of Delivery other than those  
6    specified in the Service Agreement for Network Contract Demand Transmission Service,  
7    in amounts not to exceed its firm Transmission Demand, without incurring an additional  
8    nonfirm transmission service charge or executing a new Service Agreement for Network  
9    Contract Demand Transmission Service.

10   **44        CONGESTION MANAGEMENT**

11   **44.1    Transmission Constraints and Redispatch Obligation**

12           During any period when the Transmission Provider determines that a  
13    transmission constraint exists on the Transmission System, and that such constraint may  
14    impair the reliability of the Transmission System, the Transmission Provider shall take  
15    whatever actions, consistent with Good Utility Practice, that are reasonably necessary to  
16    maintain the reliability of the Transmission System. To the extent the Transmission  
17    Provider determines that a transmission constraint can be addressed by redispatching  
18    resources, the Transmission Provider shall initiate procedures pursuant to the Redispatch  
19    Mechanism (Attachment G). The Transmission Provider shall employ redispatch  
20    procedures to maintain firm transmission transactions while maintaining the reliability  
21    of the Transmission System.

1   **44.2   Network Contract Demand Customer Redispatch Obligation**

2           As a condition for receiving Network Contract Demand Transmission Service, the  
3   Network Contract Demand Customer agrees to redispatch its Network Resources as  
4   requested by the Transmission Provider pursuant to section 44.1. To the extent the  
5   Transmission Provider determines that a transmission constraint can be addressed by  
6   redispatching resources, the Transmission Provider shall initiate procedures pursuant to  
7   the Redispatch Mechanism (Attachment G).

8   **44.3   Cost Responsibility for Relieving Transmission Constraints**

9           Whenever the Transmission Provider implements least-cost redispatch procedures  
10   in response to a transmission constraint, Network Integration Customers and Network  
11   Contract Demand Customers using the constrained path, including the Merchant Function  
12   if it elects either service, shall each bear a proportionate share of the total redispatch cost  
13   based on the Redispatch Mechanism (Attachment G).

14   **44.4   Curtailments of Scheduled Deliveries for Network Contract Demand**  
15   **Transmission Service**

16           If a transmission constraint on the Transmission Provider's Transmission System  
17   cannot be relieved through the implementation of least-cost redispatch procedures, and  
18   the Transmission Provider determines that it is necessary to Curtail scheduled deliveries;  
19   the Parties shall Curtail such schedules pursuant to section 22.

1   **45    SALE OR ASSIGNMENT OF TRANSMISSION SERVICE**

2   **45.1   Procedures for Assignment or Transfer of Service**

3           A Transmission Customer may sell, assign, or transfer all or a portion of its rights  
4   under its Service Agreement subject to the Transmission Provider’s approval, not to be  
5   unreasonably withheld.

6   **45.2   Information on Assignment or Transfer of Service**

7           In accordance with section 3, Resellers may use the Transmission Provider’s  
8   OASIS to post transmission capacity available for resale.

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1 **SCHEDULE 1**

2 **SCHEDULING, SYSTEM CONTROL AND DISPATCH SERVICE**

3 This service is required to schedule the movement of power through, out of,  
4 within, or into a Control Area. This service can be provided only by the operator of the  
5 Control Area in which the transmission facilities used for transmission service are  
6 located. Scheduling, System Control and Dispatch Service is to be provided directly by  
7 the Transmission Provider (if the Transmission Provider is the Control Area operator) or  
8 indirectly by the Transmission Provider making arrangements with the Control Area  
9 operator that performs this service for the Transmission Provider's Transmission  
10 System. The Transmission Customer must purchase this service from the Transmission  
11 Provider or the Control Area operator. The charges for Scheduling, System Control and  
12 Dispatch Service are to be based on the rates set forth in the Transmission Provider's  
13 Ancillary Services Rate Schedule. To the extent the Control Area operator performs this  
14 service for the Transmission Provider, charges to the Transmission Customer are to  
15 reflect only a pass-through of the costs charged to the Transmission Provider by that  
16 Control Area operator.

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1 **SCHEDULE 2**

2 **REACTIVE SUPPLY AND VOLTAGE CONTROL FROM**  
3 **GENERATION SOURCES SERVICE**

4 In order to maintain transmission voltages on the Transmission Provider's  
5 transmission facilities within acceptable limits, generation facilities (in the Control Area  
6 where the Transmission Provider's transmission facilities are located) are operated to  
7 produce (or absorb) reactive power. Thus, Reactive Supply and Voltage Control from  
8 Generation Sources Service must be provided for each transaction on the Transmission  
9 Provider's transmission facilities. The amount of Reactive Supply and Voltage Control  
10 from Generation Sources Service that must be supplied with respect to the Transmission  
11 Customer's transaction shall be determined based on the reactive power support  
12 necessary to maintain transmission voltages within limits that are generally accepted in  
13 the region and consistently adhered to by the Transmission Provider.

14 Reactive Supply and Voltage Control from Generation Sources Service is to be  
15 provided directly by the Transmission Provider (if the Transmission Provider is the  
16 Control Area operator) or indirectly by the Transmission Provider making arrangements  
17 with the Control Area operator that performs this service for the Transmission  
18 Provider's Transmission System. The Transmission Customer must purchase this  
19 service from the Transmission Provider or the Control Area operator. The charges for  
20 such service shall be based on the rates set forth in the Transmission Provider's  
21 Ancillary Services Rate Schedule and the reactive supply arrangements specified in the

- 1 Transmission Customer's Service Agreement. To the extent the Control Area operator
- 2 performs this service for the Transmission Provider, charges to the Transmission
- 3 Customer are to reflect only a pass-through of the costs charged to the Transmission
- 4 Provider by the Control Area operator.

1 **SCHEDULE 3**

2 **REGULATION AND FREQUENCY RESPONSE SERVICE**

3 Regulation and Frequency Response Service is necessary to provide for the  
4 continuous balancing of resources (generation and interchange) with load and for  
5 maintaining scheduled Interconnection frequency at sixty cycles per second (60 Hz).  
6 Regulation and Frequency Response Service is accomplished by committing on-line  
7 generation whose output is raised or lowered (predominantly through the use of  
8 automatic generating control equipment) as necessary to follow the moment-by-moment  
9 changes in load. The obligation to maintain this balance between resources and load lies  
10 with the Transmission Provider (or the Control Area operator that performs this function  
11 for the Transmission Provider). The Transmission Provider must offer this service when  
12 the transmission service is used to serve load within its Control Area. The Transmission  
13 customer must either purchase this service from the Transmission Provider or make  
14 alternative comparable arrangements to satisfy its Regulatory and Frequency Response  
15 Service obligation. The amount of and charges for Regulation and Frequency Response  
16 Service are set forth in the TBL's Ancillary Services Rate Schedule. To the extent the  
17 Control Area operator performs this service for the Transmission Provider, charges to the  
18 Transmission Customer are to reflect only a pass-through of the costs charged to the  
19 Transmission Provider by that Control Area operator.

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1 **SCHEDULE 4**

2 **ENERGY IMBALANCE SERVICE**

3 Energy Imbalance Service is provided when a difference occurs between the  
4 scheduled and the actual delivery of energy over a single hour to a load located within a  
5 Control Area. The Transmission Provider must offer this service when the transmission  
6 service is used to serve load within its Control Area. The Transmission Customer must  
7 either purchase this service from the Transmission Provider or make alternative  
8 comparable arrangements specified in the Transmission Customer's Service Agreement  
9 to satisfy its Energy Imbalance Service obligation. To the extent the Control Area  
10 operator performs this service for the Transmission Provider, charges to the  
11 Transmission Customer are to reflect only a pass-through of the costs charged to the  
12 Transmission Provider by that Control Area operator.

13 The Transmission Provider shall establish a deviation band of +/- 1.5 percent  
14 (with a minimum of 2 MW) of the scheduled transaction to be applied hourly to any  
15 energy imbalance that occurs as a result of the Transmission Customer's scheduled  
16 transaction(s). Parties should attempt to eliminate energy imbalances within the limits  
17 of the deviation band within thirty (30) days or within such other reasonable period of  
18 time as is generally accepted in the region and consistently adhered to by the  
19 Transmission Provider as specified in the Transmission Customer's Service  
20 Agreement. If an energy imbalance is not corrected within thirty (30) days or a  
21 reasonable period of time that is generally accepted in the region and consistently  
22 adhered to by the Transmission Provider, the Transmission Customer shall compensate  
23 the Transmission Provider for such service. Energy imbalances outside the deviation

- 1 band shall be subject to charges to be specified by the Transmission Provider. The
- 2 charges for Energy Imbalance Service are set forth in the TBL's Ancillary Services
- 3 Rate Schedule.

1 **SCHEDULE 5**

2 **OPERATING RESERVE – SPINNING RESERVE SERVICE**

3 Spinning Reserve Service is needed to serve load immediately in the event of a  
4 system contingency. Spinning Reserve Service may be provided by generating units that  
5 are on-line and loaded at less than maximum output. The Transmission Provider must  
6 offer this service when the transmission service is used to serve firm load responsibility  
7 of its Control Area. The Transmission Customer must either purchase this service from  
8 the Transmission Provider or make alternative comparable arrangements to satisfy its  
9 Spinning Reserve Service obligation. The Transmission Customer's obligation is  
10 determined consistent with WSCC and Northwest Power Pool criteria. The amount of  
11 and charges for Spinning Reserve Service are set forth in the TBL's Ancillary Services  
12 Rate Schedule. To the extent the Control Area operator performs this service for the  
13 Transmission Provider, charges to the Transmission Customer are to reflect only a pass-  
14 through of the costs charged to the Transmission Provider by that Control Area operator.

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1 **SCHEDULE 6**

2 **OPERATING RESERVE – SUPPLEMENTAL RESERVE SERVICE**

3 Supplemental Reserve – Supplemental Reserve Service is needed to serve load in  
4 the event of a system contingency; however, it is not available immediately to serve load  
5 but rather within a short period of time. Supplemental Reserve Service may be provided  
6 by generating units that are on-line but unloaded, by quick-start generation or by  
7 interruptible load. The Transmission Provider must offer this service when the  
8 transmission service is used to serve firm load responsibility of its Control Area. The  
9 Transmission Customer must either purchase this service from the Transmission Provider  
10 or make alternative comparable arrangements specified in the Transmission Customer’s  
11 Service Agreement to satisfy its Supplemental Reserve Service obligation. The  
12 Transmission customer’s obligation is determined consistent with WSCC and Northwest  
13 Power Pool criteria. The amount of and charges for Supplemental Reserve Service are set  
14 forth in the Transmission Provider’s Ancillary Services Rate Schedule. To the extent the  
15 Control Area operator performs this service for the Transmission Provider, charges to the  
16 Transmission Customer are to reflect only a pass-through of the costs charged to the  
17 Transmission Provider by that Control Area operator.

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**SCHEDULE 7**

**TRANSMISSION LOSS CALCULATION**

The applicable Transmission Loss factors are as follows:

- (a) for use of the Network Segment - 1.9 percent of kWh delivered;
- (b) for use of the Utility Segment - 0.6 percent of kWh delivered; and
- (c) for use of the DSI Delivery Segment as specified in the Service Agreement
- (d) for use of the Southern Intertie Segment - 3.0 percent of kWh delivered.

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ATTACHMENT A

PART 1

Service Agreement No. **XXTX-XXXXX**

Template Dated 3/01/00

**SERVICE AGREEMENT**  
**for**  
**POINT-TO-POINT, NETWORK INTEGRATION**  
**AND NETWORK CONTRACT DEMAND**  
**TRANSMISSION**  
**executed by the**  
**UNITED STATES OF AMERICA**  
**DEPARTMENT OF ENERGY**  
**acting by and through the**  
**BONNEVILLE POWER ADMINISTRATION**  
**and**  
**FULL NAME OF CUSTOMER**

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<b>Exhibit A</b>	<b>Statement of Specifications for Point-to-Point Transmission Service</b>	
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<b>Exhibit E</b>	<b>Facilities Charges</b>	
<b>Exhibit F</b>	<b>Ancillary Services, Other Control Area Services, Scheduling Agent and Transmission Losses</b>	
<b>Exhibit G</b>	<b>Notices</b>	

This TRANSMISSION SERVICE AGREEMENT (“Service Agreement”) is made by and between the Bonneville Power Administration Transmission Business Line (hereinafter referred to as “TBL”) and [Customer Name] (hereinafter referred to as “the Transmission Customer”). The Transmission Customer and the TBL are sometimes referred to individually as “Party” and collectively as “Parties.”

## 1. TERM

This Service Agreement shall be effective at 2400 hours on *[insert date (use due date of customer’s 15-day offer window or an earlier date if requested by the customer)]* (“Effective Date”). Service under this Service Agreement shall terminate at 2400 hours on *[insert date, ex. September 30, 2003]*. All liabilities and obligations incurred under this Service Agreement shall be preserved until satisfied.

*[If Direct Assignment Facilities and/or Network Upgrades are required to be completed prior to commencement of service, and partial interim service is not possible, change the first sentence to read as follows: Service under this Service Agreement shall commence on the later of: (a) 2400 hours on \_\_\_\_\_, or (b) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades is completed.]*

## 2. TERMS AND CONDITIONS

The TBL agrees to provide and the Transmission Customer agrees to acquire transmission services in accordance with the provisions of this Service Agreement, the 2002 Transmission and Ancillary Service Rate Schedules (“Rate Schedules”) and the TBL Open Access Transmission Tariff (“Tariff”). The Tariff and Rate Schedules are hereby incorporated by this reference. The TBL may change the rates that apply to transmission service under this Service Agreement pursuant to applicable law. The TBL may change the Tariff upon, and only upon, a determination by the Commission that such change is just and reasonable and not unduly discriminatory or preferential.

## 3. TRANSMISSION SCHEDULING PROVISIONS AND SCHEDULING PROCEDURES

The Transmission Customer shall reserve and schedule transmission transactions in accordance with the TBL’s Transmission Scheduling Provisions and Common Scheduling Procedures as posted on the TBL’s OASIS located at the following Internet URL address:

<http://www.nwoasis.org/OASIS/BPAT>

## 4. DEFINITIONS

Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Tariff and Rate Schedules.

## 5. STANDARD PROVISIONS

### (a) **Interconnection with Other Systems**

Nothing contained in this Service Agreement shall restrict or limit either Party from establishing, altering, or terminating interconnection points with any entity not a party to this Service Agreement or amending or entering into such agreements.

### (b) **Governing Law**

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

### (c) **Amendments**

Except as provided in section 5(d), and unless otherwise mutually agreed upon in writing by the Parties, the TBL may change this Service Agreement only upon a determination by the Commission that such change is just, reasonable and not unduly discriminatory or preferential.

### (d) **Revision of Exhibits**

(1) If any changes to Exhibits A, B, C, D, F or G are necessary to reflect changes agreed to by the Parties pursuant to this Service Agreement, the TBL shall prepare and issue revised exhibits for signature by both Parties. Such revised exhibits shall be substituted for the exhibits then in effect and shall become effective as of the date specified therein.

(2) Except as provided in section 1 of Exhibit E, the Rate Schedules, and the Tariff, changes in Exhibit E will be made by agreement of the Parties. If changes are required in Exhibit E, the TBL shall prepare and issue a new Exhibit E for signature by both Parties.

### (e) **Stranded Transmission Costs**

#### (1) **Deletion of a Point of Receipt or a Point of Delivery**

The deletion of a Point of Receipt or a Point of Delivery shall not decrease the Transmission Customer's obligation to pay, for the duration of this Service Agreement, the Use-of-Facility Charges (UFT) specified in Exhibit E except to the extent that another customer of the TBL obligates itself to make such payments to the TBL for the duration of this Service Agreement; provided, however, that upon mutual agreement, the Parties may negotiate a termination charge in lieu of continued periodic payment of UFT for the duration of this Service Agreement.

The Transmission Customer shall reimburse the TBL for any otherwise unrecoverable costs incurred by the TBL for any low-voltage delivery facilities whose primary purpose is to serve the Transmission Customer's load that have not otherwise been recovered in this subsection 5(e)(1).

*[Include (e)(2) if NT service is included in the Service Agreement **and** if any portion of the Transmission Customer's transmission service is provided by Transfer Agreement; Transfer Agreement(s) are referenced in the NT Exhibit, Names of Intervening Systems Providing transmission service.]*

(2) **Transition Costs For Transfer Agreements**

To the extent that the Transmission Customer receives transmission service over facilities of a Third Party ("Intervening System"), and such service is provided pursuant to a contract between the Bonneville Power Administration ("BPA") and the Third Party ("Transfer Agreement"), the Transmission Customer shall, upon termination of this Service Agreement, reimburse the BPA for any continuing costs under the Transfer Agreement which cannot be otherwise reasonably mitigated by the BPA.

(f) **Severability**

In the event any of the terms, covenants, or conditions of this Service Agreement, or any amendment hereto, or the application of such terms, covenants, or conditions shall be held invalid as to any Party or circumstance by the Commission or by any court having jurisdiction, all other terms, covenants, and conditions of this Service Agreement or any amendment hereto, and their application shall remain in full force and effect.

(g) **No Third Party Beneficiaries**

This Service Agreement creates rights and obligations only between the Parties hereto. The Parties hereto do not intend to create any obligation or promise of performance to any other person or entity nor have the Parties conferred any right to enforce this Service Agreement or any remedy upon any third person or entity other than the Parties hereto, their respective successors and assigns.

(h) **Waivers**

Any waiver at any time by either Party of its rights with respect to a default under this Service Agreement, or with respect to any other matter arising in connection with this Service Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter.

(i) **Successors and Assigns**

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

(j) **Termination of Prior Agreement**

*[Use only if Transmission Customer has an existing transmission agreement]* Transmission Customer's Contract No. [\_\_\_\_], is hereby terminated.

(k) **Related Agreements**

*[Use only if Transmission Customer has a related System Impact Study and/or a Facilities Study agreement.]* Reference System Impact Study Contract No. [\_\_\_\_] and/or Facilities Study Contract No. [\_\_\_\_].

(l) **Entire Agreement**

This Service Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no other understandings or agreements between the Parties with respect hereto.

**6. SIGNATURES**

The signatories represent that they are authorized to enter into this Service Agreement on behalf of the Party for whom they sign.

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:

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**EXHIBIT A**  
**STATEMENT OF SPECIFICATIONS FOR**  
**POINT-TO-POINT**  
**TRANSMISSION SERVICE**

- 1. SERVICE COMMENCEMENT DATE:** at 2400 hours on {insert date, ex. September 30, 2003}.
- 2. TERMINATION DATE:** 2400 hours on {insert date, ex. September 30, 2003}.
- 3. SERVICE SPECIFICATIONS:** Hourly Nonfirm, Daily Firm and Daily Nonfirm Point-to-Point Transmission Service will be reserved and scheduled under this Exhibit A pursuant to the Tariff and section 3 of the Service Agreement.

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**EXHIBIT B  
STATEMENT OF SPECIFICATIONS FOR LONG-TERM  
FIRM POINT-TO-POINT TRANSMISSION SERVICE**

- 1. SERVICE COMMENCEMENT DATE:** at 2400 hours on [*insert date, ex. September 30, 2003*].
- 2. TERMINATION DATE:** at 2400 hours on [*insert date, ex. September 30, 2003*].
- 3. SUMMARY OF POINTS OF RECEIPT AND POINTS OF DELIVERY/DELIVERING PARTY/CONTROL AREA/RECEIVING PARTY**

Delivering Party (Resource) <sup>1/</sup>	POR Name & Voltage	POR Control Area	Maximum POR Demand (kW) <sup>2/</sup>	POD Name & Voltage	POD Control Area	Maximum POD Demand (kW) <sup>3/</sup>	Receiving Party
Total Transmission Demand			4/			4/ 5/	

<sup>1/</sup> Special Intertie Service: If the Delivering Party or resource is not known at the time of application, the Transmission Customer or its scheduling agent shall identify the Delivering Party and resource at the time of preschedule.

<sup>2/</sup> [*If there is a Dynamic Schedule involved include this footnote*] The resource at this POR will utilize a Dynamic Schedule.

<sup>3/</sup> [*If there is a Dynamic Schedule involved include this footnote*] The load at this POD will be served via a Dynamic Schedule.

<sup>4/</sup> [*Use footnote No. 4 if the Short Distance Discount applies.*] The Short-Distance Discount (SDD) is applied to the Transmission Customer's monthly Transmission Demand for the purpose of computing the monthly bill. Reference Exhibit B, section 7, for the SDD Transmission Demand and SSD factor.

<sup>5/</sup> The Transmission Customer's designated contiguous points of delivery are subject to the following terms.

- (a) All points of delivery on the delivery side must be interconnected through a transmission or distribution system. If the customer's system is operated normally open, the customer and the TBL shall agree to an operating plan for any load shifting between and/or among points of delivery in the contiguous set in order to prevent adverse impacts on the reliability of the FCRTS. The points of delivery must be significantly interconnected electrically on both high side and low side.
- (b) In the event of a credible outage, each point of delivery within the contiguous set must be capable of providing electric backup service to any other point of delivery of that contiguous set so that retail customers within the load center served by the contiguous set of points of delivery realize no interruption in service. However, if a substation or interconnection serves two or more PODs at different voltage levels and the source is a single transmission line, the PODs may be considered contiguous if there are reasonable technical and/or historical bases for doing so.
- (c) All points of delivery in the set of contiguous points of delivery must be located on the same side of a constraint or potential constraint. Shifts in loads from one point of delivery to another point of delivery in the contiguous set may not adversely affect any constraint, such as those posted on the TBL's Open Access Same-Time Information System (OASIS).
- (d) The Transmission Customer may not direct the TBL to deliver a specific amount of demand to a specific point of delivery within the contiguous set of points of delivery. The TBL has no obligation to deliver specific amounts to the delivery points which constitute the contiguous set of points of delivery. The TBL has no obligation to construct new facilities at or between points of delivery. The TBL has no obligation to construct new facilities at or between points of delivery included in the contiguous set of points of delivery as long as the TBL can deliver the combined demand to the contiguous set of points of delivery.
- (e) All points of delivery within the contiguous set of points of delivery must be in a single Control Area; all power associated with the contiguous set of points of delivery must be scheduled.
- (f) All points of delivery associated with the Southern Intertie are specifically excluded from consideration as part of a contiguous set of points of delivery. Big Eddy, John Day, California-Oregon Border, and Nevada-Oregon Border are independent points of delivery.
- (g) The utility requesting contiguous points of delivery must be capable of receiving electric service at each of the points of delivery in the contiguous set. If the utility is requesting contiguous points of delivery in order to deliver to a Third Party, then that Third Party must be capable of receiving delivery at each of the points of delivery in the contiguous set.
- (h) Where appropriate, the Transmission Customer must agree to use limits on the individual points of delivery included in the contiguous set of points of delivery.
- (i) Contiguous points of delivery are granted for real power only. Issues associated with reactive power shall be covered by separate procedures.
- (j) These criteria shall be reviewed annually. The TBL reserves the unilateral right to revise the contiguous point of delivery provisions in this Exhibit B. An individual customer's situation shall be reviewed if there are any changes in how its system is served or impacted by any transmission system conditions. The TBL reserves the right to modify any characteristics of a customer's contiguous point of delivery if changes in a system warrant such modification.

*[If there is a deferral of service include the following section for the Reservation Fee]*

#### **4. RESERVATION FEE**

Within thirty (30) days of the date this Service Agreement *[or Exhibit B, Transaction No. \_\_\_]* is executed by the Transmission Customer (the date the Transmission Customer signs), the annual nonrefundable Reservation Fee of \$XXX is due and payable to the TBL.

*[If the customer has, at the time of Application, elected to defer service longer than 1 year include the following]*

The subsequent annual amount(s) are due and payable to the TBL within thirty (30) days from the beginning of the extension period.

- (a) \$XXX for the period of *[1 year from the Effective Date]* through *[1 year later or Service Commencement Date if less than 1 year]*;
- (b) \$XXX for the period of *[date]* through *[date]*; *[add periods up to 5 years if needed]*.

#### **5. DESCRIPTION OF POINTS OF RECEIPT**

- (a) *[Insert Name]* **Substation**

**Location:**

**Voltage:** kV

**Metering:**

**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)]*

#### **6. POINTS OF DELIVERY**

- (a) **Description of Points of Delivery** *[If there are no transfer points of delivery subparagraph (b) below, delete this heading and start (a) with the "Name of Point of Delivery"]*

(1) **[Insert the name of Point of Delivery]:**

**Location:**

**Voltage:**

**Metering:**

**Metering Loss Adjustment:** *[Use only if adjustment applies]* The TBL 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 TBL 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:** *[List any exceptions that apply, if none - delete]*

- (b) **Point(s) of Delivery Served by Transfer.** *[Include only if it applies]*  
The Transmission Customer, its Designated Agent, or its power supplier is responsible for acquiring transmission over the facilities of the Intervening System described in this section to Points of Delivery contained herein. To the extent the Transmission Customer is reliant upon agreements between the TBL and the Intervening System owner for such arrangements, or if the TBL has otherwise arranged to secure such transmission service to the Points of Delivery from the Intervening System owner, service to the transfer Points of Delivery are subject to the PTP-02 rate schedule, or its successor.

Transmission service under this Service Agreement shall encompass all Integrated Network Transmission System facilities, as defined by the Tariff, necessary to serve the Transmission Customer's Network Load.

For purposes of this section 5(b), the following definitions shall apply:

"Name of Transfer Point" means the point where the TBL delivers power to the Intervening System.

"Point of Receipt from Intervening System" means the point where the TBL or a Third Party receives power from the Intervening System prior to delivery of power to the Point of Delivery.

“Point of Delivery” means the point where the Transmission Customer takes delivery of power from either: (1) the FCRTS or (2) the Intervening System.

(1) [Insert the **Name of Transfer Point**]: [List Point of Replacement here]

**Location:**

**Voltage:**

**The TBL’s Point of Receipt from Intervening System:** [Include only if applicable]

**Transmission Customer Point of Delivery and Point of Metering:** [List the locations where the Transmission Customer takes final delivery of power from the transferor. If the point of metering is different than the point of delivery, list point of metering under a separate heading]

**Metering Loss Adjustment:** [Use only if adjustment applies, if none - delete]

**Exception:** [List any exceptions that apply, if none - delete]

**7. NAME(S) OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE** [Only include if using transfer, if yes, include name of transfer agent(s) and Contract No.]

**8. SHORT-DISTANCE DISCOUNT (SDD)** [Delete if there is no discount]  
 [0.6 + (0.4 x transmission distance/75)]

Points of Receipt	Points of Delivery	Circuit Miles	Transmission Demand (kW) <sup>1/</sup>	PTP Rate	SDD Factor (0.000)
	Substation			\$xx/kW/Mo.	
	Substation				

<sup>1/</sup> The SDD is not available for Transmission Demand to secondary Points of Receipt or Delivery. If a secondary Point of Receipt or Point of Delivery is requested, including contiguous points of delivery, for any period of time during the month, the SDD shall not be applied for that month. If a set of contiguous points of delivery qualify for a SDD, the transmission distance used in the calculation of SDD shall be between the farthest Point of Delivery and the Point of Receipt.

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**EXHIBIT C**  
**STATEMENT OF SPECIFICATIONS FOR**  
**NETWORK INTEGRATION TRANSMISSION SERVICE**

1. **SERVICE COMMENCEMENT DATE:** at 2400 hours on (Insert date, ex. September 30, 2003).
2. **TERMINATION DATE:** at 2400 hours on (Insert date, ex. September 30, 2003).
3. **NETWORK RESOURCES**

(a) **Generation Owned by [NAME]**

Resource	Capacity (MW)	Capacity Designated as Network Resource	Control Area

(b) **Power Purchased by [NAME]**

Source (Contract No.)	Capacity (MW)	Control Area (Delivered From)

(c) **Total Network Resources equals 2(a) + 2(b)**

4. **NETWORK LOAD**

The Application provides the Transmission Customer's initial annual load and resource information. Annual load and resource information updates shall be submitted to the TBL at the address specified in Exhibit G, section 1, of this Service Agreement, by September 30 of each year, unless otherwise agreed to by the Parties.

5. **DESCRIPTION OF POINT(S) OF RECEIPT**

(a) **Non-Federal Resource Point of Receipt**

**Location:**

**Voltage:**

**Metering (Scheduled):**

**Transmission Demand Limit:**

**Delivering Party/Control Area:**

**Exception:** *[Use only if it applies]*

(b) **Federal Generation Point(s) of Receipt**

**Location:** *[List the location of the Federal resource(s)]*

**Voltage:** *Varies by Facility*

**Metering:** *Scheduled Quantity*

**Transmission Demand:** *Net Requirements*

**Delivering Party/Control Area:** *The TBL Control Area*

**Exception:**

**6. DESCRIPTION OF NETWORK POINT(S) OF DELIVERY**

(a) **Point of Delivery** *[If there are no transfer points of delivery subparagraph (b) below, delete this heading and start (a) with the "Name of Point of Delivery"]*

**[Insert the name of Point of Delivery]**

**Location:**

**Voltage:**

**Metering:**

**Metering Loss Adjustment:** *[Use only if adjustment applies]*

The TBL 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 TBL and the Transmission Customer.

**Exceptions:** *[Use only if it applies]*

- (b) **Point(s) of Delivery Served by Transfer** *[Include only if applicable]*  
The Transmission Customer, its Agent, or its power supplier is responsible for arrangements required to transmit power over the facilities of the Intervening System described in this section to Points of Delivery contained herein. To the extent the Transmission Customer is reliant upon agreements between the TBL and the intervening system owner for such arrangements, or if the TBL has otherwise arranged to secure such transmission service to the Points of Delivery from the Intervening System owner, service to the transfer Points of Delivery are subject to the NT-02 rate schedule, or its successor.

Network Service under this Service Agreement shall encompass all Integrated Network Transmission System facilities, as defined by the Tariff, necessary to serve the Transmission Customer's Network Load.

For purposes of this section 5(b), the following definitions shall apply:

"Name of Transfer Point" means the point where the TBL delivers power to the Intervening System.

"Point of Receipt from Intervening System" means the point where the TBL or a Third Party receives power from the Intervening System prior to delivery of power to the Point of Delivery.

"Point of Delivery" means the point where the Transmission Customer takes delivery of power from either: (1) the Integrated Network Transmission System, or (2) the Intervening System.

**[Insert the Name of Transfer Point.]** *[List Point of Replacement here]*

**Location:**

**Voltage:**

**The TBL's Point of Receipt from Intervening System**  
*[Include only if applicable]*

**Point of Delivery:**

**Metering:**

**Metering Loss Adjustment:** *[Use only if adjustment applies]*

**Exception:** *[Use only if it applies]*

**7. NAME(S) OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE**

*[Only include if using transfer, if yes, include name of the Transfer Agent(s) and Contract No.]*

**8. DECLARED CUSTOMER-SERVED LOAD** *[Required for Public Customers]*

- (a) Declared Customer-Served Load (CSL) is the monthly amount in megawatts of the Transmission Customer's Network Load that the Transmission Customer elects not to serve under this Exhibit C of the Service Agreement.
- (b) Where a Transmission Customer's Network Load is served pursuant to a transmission agreement between the TBL and a Third Party (which is not the Transmission Customer), in order for such load to qualify as a declared CSL, such transmission contract must be for firm transmission service of at least one month to the Transmission Customer's system, and must include a point of delivery at the Transmission Customer's system. The amount of such load which will be treated as a declared CSL is limited to the demand amounts at the point of delivery set forth in such transmission agreement. This section 7(b) shall apply to this Service Agreement through the term of this Exhibit C.
- (c) Identify for all CSL: *[If Transmission Customer has CSPE, list the contract no. only.]*

(1) **[Insert the name of Resource #1]**

- (A) Amount. (monthly kW) *[Include amounts by month for the term of the Service Agreement]*
- (B) Supplied by. (Transmission Supplier)(If the PBL: Contract No. xxTX-xxxxx)
- (C) Control Area Delivered From.
- (D) Primary point of delivery on (Customer) system.

(2) **[Insert the name of Resource #2]**

- (A) Amount. (monthly kW)
- (B) Supplied by. (Transmission Supplier) *[If the TBL: Contract No. xxTX-xxxxx]*
- (C) Control Area Delivered From.
- (D) Primary point of delivery on (Customer) system.

**9. OTHER PROVISIONS SPECIFIC TO THIS SERVICE AGREEMENT**  
*[If none, delete]*

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**EXHIBIT D  
STATEMENT OF SPECIFICATIONS FOR  
NETWORK CONTRACT DEMAND  
TRANSMISSION SERVICE**

- 1. SERVICE COMMENCEMENT DATE:** at 2400 hours on *(Insert Date, ex. September 30, 2003).*
- 2. TERMINATION DATE:** at 2400 hours on *[insert date, ex. September 30, 2003].*
- 3. SUMMARY OF POINTS OF RECEIPT AND POINTS OF DELIVERY/DELIVERING PARTY/CONTROL AREA/RECEIVING PARTY**

Delivering Party	POR Name (Network Resource) & Voltage	POR Control Area	Network Resource Capacity (Designated as an NCD Resource) (kW)	POD Name & Voltage	POD Control Area	Maximum POD Demand (kW)	Receiving Party
			1/			2/	
<b>Total Transmission Demand</b>						3/	

<sup>1/</sup> *[If there is a Dynamic Schedule involved include this footnote]* The NCD Network Resource will utilize a Dynamic Schedule.

<sup>2/</sup> *[If there is a Dynamic Schedule involved include this footnote]* The load at this POD will be served via a Dynamic Schedule.

<sup>3/</sup> *[Use footnote No. 3 if contiguous points of delivery applies.]* The Transmission Customer's designated contiguous points of delivery are subject to the following terms.

- (a) All points of delivery on the delivery side must be interconnected through a transmission or distribution system. If the customer's system is operated normally open, the customer and the TBL shall agree to an operating plan for any load shifting between and/or among points of delivery in the contiguous set in order to prevent adverse impacts on the reliability of the FCRTS. The points of delivery must be significantly interconnected electrically on both high side and low side.
- (b) In the event of a credible outage, each point of delivery within the contiguous set must be capable of providing electric backup service to any other point of delivery of that contiguous set so that retail customers within the load center served by the contiguous set of points of delivery realize no interruption in service. However, if a substation or interconnection serves two or more PODs at different voltage levels and the source is a single transmission line, the PODs may be considered contiguous if there are reasonable technical and/or historical bases for doing so.

- (c) All points of delivery in the set of contiguous points of delivery must be located on the same side of a constraint or potential constraint. Shifts in loads from one point of delivery to another point of delivery in the contiguous set may not adversely affect any constraint, such as those posted on the TBL's Open Access Same-Time Information System (OASIS).
- (d) The Transmission Customer may not direct the TBL to deliver a specific amount of demand to a specific point of delivery within the contiguous set of points of delivery. The TBL has no obligation to deliver specific amounts to the delivery points which constitute the contiguous set of points of delivery. The TBL has no obligation to construct new facilities at or between points of delivery. The TBL has no obligation to construct new facilities at or between points of delivery included in the contiguous set of points of delivery as long as the TBL can deliver the combined demand to the contiguous set of points of delivery.
- (e) All points of delivery within the contiguous set of points of delivery must be in a single Control Area; all power associated with the contiguous set of points of delivery must be scheduled.
- (f) All points of delivery associated with the Southern Intertie are specifically excluded from consideration as part of a contiguous set of points of delivery. Big Eddy, John Day, California-Oregon Border, and Nevada-Oregon Border are independent points of delivery.
- (g) The utility requesting contiguous points of delivery must be capable of receiving electric service at each of the points of delivery in the contiguous set. If the utility is requesting contiguous points of delivery in order to deliver to a Third Party, then that Third Party must be capable of receiving delivery at each of the points of delivery in the contiguous set.
- (h) Where appropriate, the Transmission Customer must agree to use limits on the individual points of delivery included in the contiguous set of points of delivery.
- (i) Contiguous points of delivery are granted for real power only. Issues associated with reactive power shall be covered by separate procedures.
- (j) These criteria shall be reviewed annually. The TBL reserves the unilateral right to revise the contiguous point of delivery provisions in this Exhibit D. An individual customer's situation shall be reviewed if there are any changes in how its system is served or impacted by any transmission system conditions. The TBL reserves the right to modify any characteristics of a customer's contiguous point of delivery if changes in a system warrant such modification.

#### 4. RESERVATION FEE

Within thirty (30) days of the date this Service Agreement [*or Exhibit D, Transaction No. \_\_\_\_*] is executed by the Transmission Customer (the date the Transmission Customer signs), the annual nonrefundable Reservation Fee of \$XXX is due and payable to the TBL.

*[If the customer has, at the time of Application, elected to defer service longer than 1 year include the following]*

The subsequent annual amount(s) are due and payable to the TBL within thirty (30) days from the beginning of the extension period.

- (a) \$XXX for the period of [*1 year from the Effective Date*] through [*1 year later or Service Commencement Date if less than 1 year*];
- (b) \$XXX for the period of [*date*] through [*date*]; [*add periods up to 5 years if needed*].

#### 5. DESCRIPTION OF POINTS OF RECEIPT

- (a) [*Insert Name of Network Resource*]

**Location:**

**Voltage:** kV

**Metering:**

**Resource Characteristics:** (example: seasonal capacity)

**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)*]

#### 6. POINTS OF DELIVERY

- (a) **Description of Points of Delivery** [*If there are no transfer points of delivery subparagraph (b) below, delete this heading and start (a) with the "Name of Point of Delivery"*]

(1) ***[Insert the name of Point of Delivery]:***

**Location:**

**Voltage:**

**Metering:**

**Metering Loss Adjustment:** *[Use only if adjustment applies]* The TBL 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 TBL 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:** *[List any exceptions that apply, if none - delete]*

- (b) **Point(s) of Delivery Served by Transfer.** *[Include only if it applies]*  
The Transmission Customer, its Agent, or its power supplier is responsible for arrangements required to transmit power over the facilities of the Intervening System described in this section to Points of Delivery contained herein. To the extent the Transmission Customer is reliant upon agreements between the TBL and the Intervening System owner for such arrangements, or if the TBL has otherwise arranged to secure such transmission service to the Points of Delivery from the Intervening System owner, service to the transfer Points of Delivery are subject to the NCD-02 rate schedule, or its successor.

Transmission service under this Service Agreement shall encompass all Integrated Network Transmission System facilities, as defined by the Tariff, necessary to serve the Transmission Customer's Network Load.

For purposes of this section 5(b), the following definitions shall apply:

"Name of Transfer Point" means the point where the TBL delivers power to the Intervening System.

"Point of Receipt from Intervening System" means the point where the TBL or a Third Party receives power from the Intervening System prior to delivery of power to the Point of Delivery.

“Point of Delivery” means the point where the Transmission Customer takes delivery of power from either: (1) the Integrated Network Transmission System or (2) the Intervening System.

(1) [Insert the **Name of Transfer Point**]: [*List Point of Replacement here*]

**Location:**

**Voltage:**

**The TBL’s Point of Receipt from Intervening System:** [*Include only if applicable*]

**Transmission Customer Point of Delivery and Point of Metering:** [*List the locations where the Transmission Customer takes final delivery of power from the transferor. If the point of metering is different than the point of delivery, list point of metering under a separate heading*]

**Metering Loss Adjustment:** [*Use only if adjustment applies, if none - delete*]

**Exception:** [*List any exceptions that apply, if none - delete*]

7. **NAME(S) OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE** [*Only include if using transfer, if yes, include name of transfer agent(s) and Contract No.*]

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**EXHIBIT E  
FACILITIES CHARGES**

Facilities Charges are not required at this time for the service under this Service Agreement. *[Delete sentence if there are charges]*

**1. USE-OF-FACILITIES COSTS FOR WHICH THE TRANSMISSION CUSTOMER IS RESPONSIBLE**

(a) **Calculation of Charges Pursuant to the UFT-02 Rate Schedule**

<u>Facility</u>	<u>Investment</u> <small><sup>1/</sup></small>	<u>I&amp;A Annual Cost Ratio</u> <small><sup>2/</sup></small>	<u>I&amp;A Annual Cost</u>	<u>O&amp;M Annual Cost</u> <small><sup>3/</sup></small>	<u>Sum of Non-Coincidental Demands</u> <small><sup>4/</sup></small>	<u>\$/kW/yr</u>
Substation	\$	%	\$	\$		\$

Total UFT Charge = \$0./kW/mo  
kW to apply UFT charge to: 0 kW

(b) **Changes in Costs and Demands**

The TBL reserves the unilateral right to revise this Exhibit E, section 1, 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.

**2. DIRECT ASSIGNMENT FACILITIES CHARGES**

*[List any facilities designated as Direct Assignment Facilities and the Rate]*

<sup>1/</sup> *[Insert the year]* computation.

<sup>2/</sup> Based on ACR table dated \_\_\_\_\_

<sup>3/</sup> Based on O&M table dated \_\_\_\_\_

<sup>4/</sup> *[State the methodology to determine the demands, i.e. historical data or powerflow]*

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**EXHIBIT F  
 ANCILLARY SERVICES,  
 OTHER CONTROL AREA SERVICES,  
 SCHEDULING AGENT  
 AND TRANSMISSION LOSSES**

**1. ANCILLARY SERVICES PROVIDED**

	<u>Provided By</u>	<u>Contract No.</u>
(a) <b>Scheduling, System Control and Dispatch</b>	TBL	
(b) <b>Reactive Supply and Voltage Control from Generation Resources</b>	TBL <sup>1/</sup>	
(c) <b>Regulation and Frequency Response</b>	TBL <sup>1/</sup>	
(d) <b>Energy Imbalance</b>	TBL	
(e) <b>Operating Reserves – Spinning Reserves</b>	TBL <sup>1/</sup>	
(f) <b>Operating Reserves – Supplemental Reserve</b>	TBL <sup>1/</sup>	

Any changes to the information in this section 1 during the term of the Service Agreement will be made in accordance with the scheduling provisions.

**2. OTHER CONTROL AREA SERVICES** *[List the other services being provided, i.e. Generation Imbalance, Black Start]*

**3. SCHEDULING AGENT**

The Transmission Customer has designated the following scheduling agent. Any changes to the information in this section 3 during the term of the Service Agreement will be made in accordance with section 5 below.

---

<sup>1/</sup> Service will be provided by the TBL unless alternative comparable arrangements satisfactory to the Transmission Provider are made.

Scheduling Agent Name  
Address  
City State  
Attention: [Name of Contact]  
Title:  
Phone: ( ) \_\_\_-\_\_\_\_  
Fax: ( ) \_\_\_-\_\_\_\_  
Function(s):

**4. TRANSMISSION LOSSES**

The Transmission Customer has designated the following provider of transmission losses and Control Area from which transmission losses are delivered. Any changes to the information in this section 4 during the term of the Service Agreement will be made in accordance with section 5 below.

**Provided by:** *[Insert Name of Provider]*  
**Source Control Area:**

**5. NOTIFICATION**

Each Fiscal Year<sup>1/</sup>, except the Fiscal Year during which this Service Agreement is executed, the Transmission Customer shall notify the TBL in writing, to the TBL contact listed in Exhibit G, section 1, by August 1 of the then current Fiscal Year if it desires to change its other Control Area services, its scheduling agent or its provider for transmission losses. The TBL will prepare and issue a revised Exhibit F for signature by both Parties.

In the event that, in any Fiscal Year, the Transmission Customer does not notify the TBL by August 1 of its desire to change its provider or agent, the Transmission Customer's elections for each service shall remain the same for the next Fiscal Year.

---

<sup>1/</sup> Fiscal Year is defined as the twelve-month period from October 1 through September 30.

**EXHIBIT G  
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, by telefax or sent by acknowledged delivery.

**If to [Customer Name]:**

Customer Name  
Address  
City State  
Attention: [Name of Customer  
Contact]  
Title:  
Phone: ( ) \_\_\_-\_\_\_  
Fax: ( ) \_\_\_-\_\_\_

**If to the TBL:**

Bonneville Power Administration  
P. O. Box 491  
Vancouver, WA 98666-0491  
Attention: Transmission Account  
Executive for [Customer Name] - TM-  
Ditt2  
Phone: (360) 418-\_\_\_  
Fax: (360) 418-\_\_\_

**2. NOTICES OF AN OPERATING NATURE**

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

**If to [Customer Name]:**

Customer Name  
Address  
City State  
Attention: [Name of Customer  
Contact]  
Title:  
Phone: ( ) \_\_\_-\_\_\_  
Fax: ( ) \_\_\_-\_\_\_

**If to the TBL:**

Bonneville Power Administration  
Address  
City State  
Attention: [Name of Contact]  
Title:  
Phone: ( ) \_\_\_-\_\_\_  
Fax: ( ) \_\_\_-\_\_\_

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**ATTACHMENT A**

**PART 2**

**Service Agreement No. XXTX-XXXX**

DSI Template Dated 3/01/00

**SERVICE AGREEMENT**  
**for**  
**POINT-TO-POINT, NETWORK INTEGRATION**  
**AND NETWORK CONTRACT DEMAND**  
**TRANSMISSION**  
**executed by the**  
**UNITED STATES OF AMERICA**  
**DEPARTMENT OF ENERGY**  
**acting by and through the**  
**BONNEVILLE POWER ADMINISTRATION**  
**and**  
**FULL NAME OF DIRECT SERVICE INDUSTRIAL CUSTOMER**

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<b>Exhibit A</b>	<b>Statement of Specifications for Point-to-Point Transmission Service</b>	
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<b>Exhibit C</b>	<b>Statement of Specifications for Network Integration Transmission Service</b>	
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This TRANSMISSION SERVICE AGREEMENT (“Service Agreement”) is made by and between the Bonneville Power Administration Transmission Business Line (hereinafter referred to as “TBL”) and [Customer Name] (hereinafter referred to as “the Transmission Customer”). The Transmission Customer and the TBL are sometimes referred to individually as “Party” and collectively as “Parties.”

## 1. TERM

### (a) Effective Date

This Service Agreement shall be effective at 2400 hours on *[insert date (use due date of customer’s 15-day offer window or an earlier date if requested by the customer)]* (“Effective Date”). Service under this Service Agreement shall terminate on 2400 hours on *[insert date]*. All liabilities and obligations incurred under this Service Agreement shall be preserved until satisfied.

*[If Direct Assignment Facilities and/or Network Upgrades are required to be completed prior to commencement of service and partial interim service is not possible, change the first sentence to read as follows: Service under this Service Agreement shall commence on the later of: (a) 2400 hours on \_\_\_\_\_, or (b) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades is completed.]*

### (b) Additional Service Agreement

Upon termination or expiration of this Service Agreement, and subject to the outcome of National Environmental Policy Act review, the TBL shall offer to extend transmission services provided hereunder, of the same quality as, and at terms and conditions consistent with, those offered to entities with the right to request transmission service under Section 211 of the Federal Power Act (FPA), provided that, unless the Transmission Customer’s obligation to provide Stability Reserves has expired pursuant to Section 6, the Transmission Customer shall continue to provide Stability Reserves pursuant to the terms of Exhibit H or such other terms as the Parties shall agree upon.

## 2. TERMS AND CONDITIONS

The TBL agrees to provide and the Transmission Customer agrees acquire transmission services in accordance with the provisions of this Service Agreement, the 2002 Transmission and Ancillary Service Rate Schedules (“Rate Schedules”) and the TBL Open Access Transmission Tariff (“Tariff”). The Tariff and Rate Schedules are hereby incorporated by this reference. The TBL may change the rates that apply to transmission service under this Service Agreement pursuant to applicable law. The TBL may change the Tariff upon, and only upon, a determination by the Commission that such change is just and reasonable and not unduly discriminatory or preferential; provided, however, that, unless the Commission or a court of competent jurisdiction issues an opinion or order holding that the TBL’s Direct Service Industrial (DSI) customers are not Eligible Customers under the Tariff or under any successor tariff, or that such DSI customers are not eligible to purchase transmission service under the PTP-02, NT-

02 or NCD-02 rate schedules or any successor rate schedules, the TBL shall not modify the definition of Eligible Customer under the Tariff to exclude the Transmission Customer as an Eligible Customer, or modify the PTP-02, NT-02 or NCD-02 rate schedules so that it is not available to the Transmission Customer, if such modification is to take effect during the term of this Service Agreement.

### **3. TRANSMISSION SCHEDULING PROVISIONS AND SCHEDULING PROCEDURES**

The Transmission Customer shall reserve and schedule transmission transactions in accordance with the TBL's Transmission Scheduling Provisions and Scheduling Procedures as posted on the TBL's OASIS located at the following Internet URL address:

<http://www.nwoasis.org/OASIS/BPAT>

### **4. DEFINITIONS**

Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Tariff and Rate Schedules.

### **5. STANDARD PROVISIONS**

#### **(a) Interconnection with Other Systems**

Nothing contained in this Service Agreement shall restrict or limit either Party from establishing, altering, or terminating interconnection points with any entity not a party to this Service Agreement or amending or entering into such agreements.

#### **(b) Governing Law**

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

#### **(c) Amendments**

Except as provided in section 2 and section 5(d), and unless otherwise mutually agreed in writing by the Parties, the TBL may change this Service Agreement only upon a determination by the Commission that such change is just, reasonable and not unduly discriminatory or preferential.

#### **(d) Revision of Exhibits**

(1) If any changes to Exhibits A, B, C, D, F, G are necessary to reflect changes agreed to by the Parties pursuant to this Service Agreement, the TBL shall prepare and issue revised exhibits for signature by both Parties. Such revised exhibits shall be substituted for the exhibits then in effect and shall become effective as of the date specified therein.

- (2) Except as provided in section 1 of Exhibit E, the Rate Schedules, and the Tariff, changes in Exhibit E will be made by agreement of the Parties. If changes are required in Exhibit E, the TBL shall prepare and issue a new Exhibit E for signature by both Parties.

(e) **Stranded Transmission Costs**

(1) **Deletion of a Point of Receipt or a Point of Delivery**

The deletion of a Point of Receipt or a Point of Delivery shall not decrease the Transmission Customer's obligation to pay, for the duration of this Service Agreement, the Use-of-Facility Charges specified in Exhibit E except to the extent that another customer of the TBL obligates itself to make such payments to the TBL for the duration of this Service Agreement; provided, however, that upon mutual agreement, the Parties may negotiate a termination charge in lieu of continued periodic payment of Use-of-Facility Charges for the duration of this Service Agreement.

The Transmission Customer shall reimburse the TBL for any otherwise unrecoverable costs incurred by the TBL for any low-voltage delivery facilities whose primary purpose is to serve the Transmission Customer's load that have not otherwise been recovered in this subsection 5(e)(1).

*[Include (e)(2) if NT service is included in the Service Agreement **and** if any portion of the Transmission Customer's transmission service is provided by Transfer Agreement; Transfer Agreement(s) are referenced in the NT Exhibit, Names of Intervening Systems Providing transmission service.]*

(2) **Transition Costs For Transfer Agreements**

To the extent that the Transmission Customer receives transmission service over facilities of a Third Party ("Intervening System"), and such service is provided pursuant to a contract between the Bonneville Power Administration ("BPA") and the Third Party ("Transfer Agreement"), the Transmission Customer shall, upon termination of this Service Agreement, reimburse the BPA for any continuing costs under the Transfer Agreement which cannot be otherwise reasonably mitigated by the BPA.

(f) **Severability**

In the event any of the terms, covenants, or conditions of this Service Agreement, or any amendment hereto, or the application of such terms, covenants, or conditions shall be held invalid as to any Party or circumstance

by the Commission or by any court having jurisdiction, all other terms, covenants, and conditions of this Service Agreement or any amendment hereto, and their application shall remain in full force and effect.

(g) **No Third Party Beneficiaries**

This Service Agreement creates rights and obligations only between the Parties hereto. The Parties hereto do not intend to create any obligation or promise of performance to any other person or entity nor have the Parties conferred any right to enforce this Service Agreement or any remedy upon any third person or entity other than the Parties hereto, their respective successors and assigns.

(h) **Waivers**

Any waiver at any time by either Party of its rights with respect to a default under this Service Agreement, or with respect to any other matter arising in connection with this Service Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter.

(i) **Successors and Assigns**

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

(j) **Termination of Prior Agreement**

*[Use only if Transmission Customer has an existing transmission agreement.]* Transmission Customer's Contract No. [\_\_\_\_], is hereby terminated.

(k) **Related Agreements**

*[Use only if Transmission Customer has a related System Impact Study and/or a Facilities Study agreement.]* Reference System Impact Study Contract No. [\_\_\_\_] and/or Facilities Study Contract No. [\_\_\_\_].

(l) **Entire Agreement**

This Service Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no other understandings or agreements between the Parties with respect hereto.

**6. STABILITY RESERVES**

Provisions concerning Stability Reserves are hereby incorporated as Exhibit H. The Transmission Customer agrees to provide Stability Reserves for the term of this Service Agreement, and for the term of any transmission service that the TBL provides the Transmission Customer under any other agreement, if the Transmission Customer submitted the request for transmission service for such transaction or under such

agreement prior to the date on which other end-use customers become eligible for the same or comparable TBL transmission service over the TBL facilities without a requirement that they provide Stability Reserves. This obligation shall survive any termination of this Service Agreement.

## **7. RELATIONSHIP OF THE PARTIES**

- (a) The Transmission Customer's rights to service under the Tariff are limited to the amount of power it could have purchased from BPA under subsection 5(a) of its 1981 Power Sales Contract (hereinafter referred to as Contract Demand), plus the megawatts for transmission losses associated with such Contract Demand; provided, that for purposes of this Service Agreement, upon the Transmission Customer's request, and if transmission capacity is available, the Transmission Demand shall be increased to reflect the increase in Contract Demand to which the Transmission Customer would have been entitled under subsection 5(d), Technological Allowances, of the 1981 Power Sales Contract if the Transmission Customer's Power Sales Contract (and all other DSI power sales contracts) were in effect as of the date of the Transmission Customer's request. The transmission service made available to the Transmission Customer under this Service Agreement shall be used for delivery of power and energy to the Transmission Customer's production facilities for consumption; provided that the Transmission Customer may assign unused transmission capacity rights to other Eligible Customers. The assignee of such rights shall not be obligated by such assignment to provide Stability Reserves to the TBL unless the assignee is a DSI customer of the TBL, or unless the assignee uses such rights to deliver power to a DSI customer of the TBL, in which case the Transmission Customer shall include in the instrument of assignment a provision requiring the assignee to provide Stability Reserves to the TBL up to the amount of the capacity rights assigned. The Transmission Customer may accept an assignment of long-term firm service under a Service Agreement and/or transmission capacity from any other Eligible Customer, provided that if the Transmission Customer uses such assigned agreement and/or capacity to transmit non-Federal power, Exhibit H shall apply to such transmission, and provided further that the sum of the Transmission Customer's Transmission Demand under this Service Agreement, the Transmission Demand under all Service Agreements of which it has accepted assignment, and the transmission capacity of which it has accepted assignment shall not exceed the Contract Demand plus the megawatts for transmission losses associated with such Contract Demand.
- (b) The Transmission Customer may request service under this Service Agreement in excess of the limitation in section 7(a). Requests for service in excess of such limitation shall be subject to the TBL's precedent and policy of providing transmission capacity to its DSI customers in excess of their Contract Demand.

## **8. DISPUTE RESOLUTION**

(a) **Good Faith Effort**

The Parties shall make a good faith effort to resolve any dispute over the rights, obligations, or duties of the Parties arising under this Service Agreement without resort to this section 8. Any such dispute that cannot be so settled shall be subject to arbitration consistent with the terms of this section. Disputes concerning either the level of a TBL rate or which rate or rate schedule applies to any transmission services offered under this Service Agreement shall not be subject to dispute resolution.

(b) **Notice of Arbitration**

If the Parties are unable to resolve their dispute, then either Party may begin the arbitration process by sending written notice to the other Party that it requests arbitration. The notice shall state the rights, obligations, or duties in dispute and the remedy sought in the arbitration. Within thirty (30) days of receipt of such notice, the Party receiving such notice shall provide the other Party a reply that sets forth its position regarding the issues in dispute.

(c) **Selection of Arbitration**

Within 15 days following the submission of the reply, the Parties shall agree upon an arbitrator, who shall be familiar with the policies governing the Northwest Interconnected Area transmission systems. If the Parties cannot agree on an Arbitrator, they shall take turns striking names from a list of ten qualified individuals supplied by the Northwest Regional Transmission Association (NRTA) from the list maintained by the NRTA Board, with a Party chosen by lot first striking a name. The last-remaining individual whose name is not struck shall be designated the Arbitrator.

(d) **Schedule and Procedures**

The Arbitrator shall establish a schedule and procedures for the arbitration. The Arbitrator may conduct the arbitration based solely on written submittals. The Arbitrator shall apply Federal law to resolve the dispute.

(e) **Written Opinion**

The Arbitrator shall issue a written opinion deciding all issues necessary to resolve the dispute and explaining the basis of the decision and award. The Arbitrator shall issue such opinion no later than 115 days after his appointment as Arbitrator.

(f) **Arbitrator's Award**

The Arbitrator's award shall be final and binding on the Parties, provided that either Party may seek judicial review of the Arbitrator's award for fraud, misconduct, misrepresentation, or manifest error, and provided further that

with respect to issues arising under the Constitution of the United States, the TBL preserves its right to seek judicial resolution of the dispute notwithstanding any decision or award by the Arbitrator.

- (g) **Costs**  
Each Party shall pay all costs it incurs during the arbitration, including but not limited to attorney's fees and costs of expert witnesses. The costs of the Arbitrator shall be borne by the Party against whom the Arbitrator's decision was rendered.

**9. SIGNATURES**

The signatories represent that they are authorized to enter into this Service Agreement on behalf of the Party for whom they sign.

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:

**EXHIBIT A**  
**STATEMENT OF SPECIFICATIONS FOR**  
**POINT-TO-POINT**  
**TRANSMISSION SERVICE**

- 1. SERVICE COMMENCEMENT DATE:** at 2400 hours on *[insert date]*.
- 2. TERMINATION DATE:** 2400 hours on *[insert date, ex. September 30, 2003]*.
- 3. SERVICE SPECIFICATIONS:** Hourly Nonfirm, Daily Firm and Daily Nonfirm Point-to-Point Transmission Service will be reserved and scheduled under this Exhibit A pursuant to the Tariff and section 3 of the Service Agreement.

This page intentionally left blank.

**EXHIBIT B**

**STATEMENT OF SPECIFICATIONS FOR LONG-TERM  
FIRM POINT-TO-POINT TRANSMISSION SERVICE**

- 1. SERVICE COMMENCEMENT DATE:** at 2400 hours on (insert date, ex. September 30, 2003).
- 2. TERMINATION DATE:** at 2400 hours on [insert date, ex. September 30, 2003].
- 3. SUMMARY OF POINTS OF RECEIPT AND POINTS OF DELIVERY/DELIVERING PARTY/CONTROL AREA/RECEIVING PARTY**

Delivering Party (Resource) <sup>1/</sup>	POR Name & Voltage	POR Control Area	Maximum POR Demand (kW)	POD Name & Voltage	POD Control Area	Maximum POD Demand (kW)	Receiving Party
			2/			3/	
Total Transmission Demand						4/	

*[If there is a deferral of service include the following section for the Reservation Fee]*

**4. RESERVATION FEE**

Within thirty (30) days of the date this Service Agreement [or Exhibit B, Transaction No. \_\_\_] is executed by the Transmission Customer (the date the Transmission Customer signs), the annual nonrefundable Reservation Fee of \$XXX is due and payable to the TBL.

*[If the customer has, at the time of Application, elected to defer service longer than 1 year include the following]*

The subsequent annual amount(s) are due and payable to the TBL within thirty (30) days from the beginning of the extension period.

<sup>1/</sup> Special Intertie Service: If the Delivering Party or resource is not known at the time of application, the Transmission Customer or its scheduling agent shall identify the Delivering Party and resource at the time of preschedule.

<sup>2/</sup> *[If there is a Dynamic Schedule involved include this footnote]* The resource at this POR will utilize a Dynamic Schedule.

<sup>3/</sup> *[If there are Dynamic Schedules involved include this footnote]* The load at this POD will be served via a Dynamic Schedule.

<sup>4/</sup> *[Use footnote No. 4 if the Short Distance Discount applies.]* The Short-Distance Discount (SDD) is applied to the Transmission Customer's monthly Transmission Demand for the purpose of computing the monthly bill. Reference Exhibit B, section 7, for the SDD Transmission Demand and SSD factor.

- (a) \$XXX for the period of [1 year from the Effective Date] through [1 year later or Service Commencement Date if less than 1 year];
- (b) \$XXX for the period of [date] through [date]; [add periods up to 5 years if needed].

**5. DESCRIPTION OF POINTS OF RECEIPT**

- (a) [Insert Name] **Substation**

**Location:**

**Voltage:** kV

**Metering:**

**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)]

**6. POINTS OF DELIVERY**

- (a) **Description of Points of Delivery** [If there are no transfer points of delivery subparagraph (b) below, delete this heading and start (a) with the "Name of Point of Delivery"]

- (1) **[Insert the name of Point of Delivery]:**

**Location:**

**Voltage:**

**Metering:**

**Metering Loss Adjustment:** [Use only if adjustment applies] The TBL 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 TBL 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:** [List any exceptions that apply, if none - delete]

- (b) **Point(s) of Delivery Served by Transfer.** *[Include only if it applies]*  
The Transmission Customer, its Designated Agent, or its power supplier is responsible for arrangements required to transmit power over the facilities of the Third Party (“Intervening System”) described in this section to Points of Delivery contained herein. To the extent the Transmission Customer is reliant upon agreements between the TBL and the Intervening System owner for such arrangements, or if the TBL has otherwise arranged to secure such transmission service to the Points of Delivery from the Intervening System owner, service to the Transfer Points of Delivery are subject to the PTP-02 rate schedule, or its successor.

Transmission service under this Service Agreement shall encompass all Integrated Network Transmission System facilities, as defined by the Tariff, necessary to serve the Transmission Customer’s Network Load.

For purposes of this section 5(b), the following definitions shall apply:

“Name of Transfer Point” means the point where the TBL delivers power to the Intervening System.

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

“Point of Delivery” means the point where the Transmission Customer takes delivery of power from either: (1) the FCRTS or (2) the Intervening System.

- (1) **[Insert the Name of Transfer Point]:** *[List Point of Replacement here]*

**Location:**

**Voltage:**

**The TBL’s Point of Receipt from Intervening System:** *[Include only if applicable]*

**Transmission Customer Point of Delivery and Point of Metering:** *[List the locations where the Transmission Customer takes final delivery of power from the transferor. If the point of metering is different than the point of delivery, list point of metering under a separate heading]*

**Metering Loss Adjustment:** *[Use only if adjustment applies, if none - delete]*

**Exception:** *[List any exceptions that apply, if none - delete]*

7. **NAME(S) OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE** *[Only include if using transfer, if yes, include name of transfer agent(s) and Contract No.]*

8. **SHORT-DISTANCE DISCOUNT (SDD)** *[Delete if there is no discount]*  
[0.6 + (0.4 x transmission distance/75)]

<b>Points of Receipt</b>	<b>Points of Delivery</b>	<b>Circuit Miles</b>	<b>Transmission Demand (kW)</b> <i>1/</i>	<b>PTP Rate</b>	<b>SDD Factor (0.000)</b>
	Substation			\$xx/kW /Mo.	
	Substation				

<sup>1/</sup> The SDD is not available for Transmission Demand to secondary Points of Receipt or Delivery. If a secondary Point of Receipt or Point of Delivery is requested, including contiguous points of delivery, for any period of time during the month, the SDD shall not be applied for that month. If a set of contiguous points of delivery qualify for a SDD, the transmission distance used in the calculation of SDD shall be between the farthest Point of Delivery and the Point of Receipt.

**EXHIBIT C**

**STATEMENT OF SPECIFICATIONS FOR  
NETWORK INTEGRATION TRANSMISSION SERVICE**

- 1. SERVICE COMMENCEMENT DATE:** at 2400 hours on (insert date, ex. September 30, 2003).
- 2. TERMINATION DATE:** at 2400 hours on (insert date, ex. September 30, 2003).
- 3. NETWORK RESOURCES**

- (a) **Generation Owned by [NAME]**

<b>Resource</b>	<b>Capacity (MW)</b>	<b>Capacity Designated as Network Resource</b>	<b>Control Area</b>

- (b) **Power Purchased by [NAME]**

<b>Source (Contract No.)</b>	<b>Capacity (MW)</b>	<b>Control Area (Delivered From)</b>

- (d) **Total Network Resources equals 2(a) + 2(b)**

**4. NETWORK LOAD**

The Application provides the Transmission Customer's initial annual load and resource information. Annual load and resource information updates shall be submitted to the TBL at the address specified in Exhibit G, section 1, of this Service Agreement, by September 30 of each year, unless otherwise agreed to by the Parties.

**5. DESCRIPTION OF POINT(S) OF RECEIPT**

- (a) **Non-Federal Resource Point of Receipt**

**Location:**

**Voltage:**

**Metering (Scheduled):**

**Transmission Demand Limit:**

**Delivering Party/Control Area:**

**Exception:** *[Use only if it applies]*

(b) **Federal Generation Point(s) of Receipt**

**Location:** *[List the location of the Federal resource(s)]*

**Voltage:** *Varies by Facility*

**Metering:** *Scheduled Quantity*

**Transmission Demand:** *Net Requirements*

**Delivering Party/Control Area:** *The TBL Control Area*

**Exception:**

**6. DESCRIPTION OF NETWORK POINT(S) OF DELIVERY**

(a) **Point of Delivery** *[If there are no transfer points of delivery, subparagraph (b) below, delete this heading and start (a) with the "Name of Point of Delivery"]*

**[Insert the name of Point of Delivery]**

**Location:**

**Voltage:**

**Metering:**

**Metering Loss Adjustment:** *[Use only if adjustment applies]*

The TBL 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 TBL and the Transmission Customer.

**Exceptions:** *[Use only if it applies]*

- (b) **Point(s) of Delivery Served by Transfer** *[Include only if applicable]*  
The Transmission Customer, its Agent, or its power supplier is responsible for arrangements required to transmit power over the facilities of the Intervening System described in this section to Points of Delivery contained herein. To the extent the Transmission Customer is reliant upon agreements between the TBL and the intervening system owner for such arrangements, or if the TBL has otherwise arranged to secure such transmission service to the Points of Delivery from the Intervening System owner, service to the transfer Points of Delivery are subject to the NT-02 rate schedule, or its successor.

Network Service under this Service Agreement shall encompass all Integrated Network Transmission System facilities, as defined by the Tariff, necessary to serve the Transmission Customer's Network Load.

For purposes of this section 5(b), the following definitions shall apply:

"Name of Transfer Point" means the point where the TBL delivers power to the Intervening System.

"Point of Receipt from Intervening System" means the point where the TBL or a Third Party receives power from the Intervening System prior to delivery of power to the Point of Delivery.

"Point of Delivery" means the point where the Transmission Customer takes delivery of power from either: (1) the Integrated Network Transmission System, or (2) the Intervening System.

**[Insert the Name of Transfer Point.]** *[List Point of Replacement here]*

**Location:**

**Voltage:**

**The TBL's Point of Receipt from Intervening System**  
*[Include only if applicable]*

**Point of Delivery:**

**Metering:**

**Metering Loss Adjustment:** *[Use only if adjustment applies]*

**Exception:** *[Use only if it applies]*

**7. NAME(S) OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE**

*[Only include if using transfer, if yes, include name of the Transfer Agent(s) and Contract No.]*

**8. DECLARED CUSTOMER-SERVED LOAD** *[Required for Public Customers]*

(a) Declared Customer-Served Load (CSL) is the monthly amount in megawatts of the Transmission Customer's Network Load that the Transmission Customer elects not to serve under this Exhibit C of the Service Agreement.

(b) Where a Transmission Customer's Network Load is served pursuant to a transmission agreement between the TBL and a Third Party (which is not the Transmission Customer), in order for such load to qualify as a declared CSL, such transmission contract must be for firm transmission service of at least one month to the Transmission Customer's system, and must include a point of delivery at the Transmission Customer's system. The amount of such load which will be treated as a declared CSL is limited to the demand amounts at the point of delivery set forth in such transmission agreement. This section 7(b) shall apply to this Service Agreement through the term of this Exhibit C.

(c) Identify for all CSL: *[If Transmission Customer has CSPE, list the contract no. only.]*

(1) **[Insert the name of Resource #1]**

(A) Amount. (monthly kW) *[Include amounts by month for the term of the Service Agreement]*

(B) Supplied by. (Transmission Supplier)(If the PBL: Contract No. xxTX-xxxxx)

(C) Control Area Delivered From.

(D) Primary point of delivery on (Customer) system.

(2) **[Insert the name of Resource #2]**

(A) Amount. (monthly kW)

(B) Supplied by. (Transmission Supplier) *[If the TBL: Contract No. xxTX-xxxxx]*

(C) Control Area Delivered From.

(D) Primary point of delivery on (Customer) system.

**9. OTHER PROVISIONS SPECIFIC TO THIS SERVICE AGREEMENT** *[If none, delete]*

**EXHIBIT D  
STATEMENT OF SPECIFICATIONS FOR  
NETWORK CONTRACT DEMAND  
TRANSMISSION SERVICE**

- 1. SERVICE COMMENCEMENT DATE:** at 2400 hours on (insert date, ex. September 30, 2003).
- 2. TERMINATION DATE:** 2400 hours on (insert date, ex. September 30, 2003).
- 3. SUMMARY OF POINTS OF RECEIPT AND POINTS OF DELIVERY/DELIVERING PARTY/CONTROL AREA/RECEIVING PARTY**

Delivering Party	POR Name (Network Resource) & Voltage	POR Control Area	Network Resource Capacity (Designated as an NCD Resource) (kW)	POD Name & Voltage	POD Control Area	Maximum POD Demand (kW)	Receiving Party
			1/			2/	
<b>Total Transmission Demand</b>							

**4. RESERVATION FEE**

Within thirty (30) days of the date this Service Agreement [or Exhibit D, Transaction No. \_\_\_] is executed by the Transmission Customer (the date the Transmission Customer signs), the annual nonrefundable Reservation Fee of \$XXX is due and payable to the TBL.

*[If the customer has, at the time of Application, elected to defer service longer than 1 year include the following]*

<sup>1/</sup> *[If there is a Dynamic Schedule involved include this footnote]* The NCD Network Resource will utilize a Dynamic Schedule.

<sup>2/</sup> *[If there is a Dynamic Schedule involved include this footnote]* The load at this POD will be served via a Dynamic Schedule.

The subsequent annual amount(s) are due and payable to the TBL within thirty (30) days from the beginning of the extension period.

- (a) \$XXX for the period of *[1 year from the Effective Date]* through *[1 year later or Service Commencement Date if less than 1 year]*;
- (b) \$XXX for the period of *[date]* through *[date]*; *[add periods up to 5 years if needed]*.

## 5. DESCRIPTION OF POINTS OF RECEIPT

- (a) *[Insert Name of Network Resource]*

**Location:**

**Voltage:** kV

**Metering:**

**Resource Characteristics:** (example: seasonal capacity)

**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)]*

## 6. POINTS OF DELIVERY

- (a) **Description of Points of Delivery** *[If there are no transfer points of delivery subparagraph (b) below, delete this heading and start (a) with the "Name of Point of Delivery"]*

- (1) ***[Insert the name of Point of Delivery]***:

**Location:**

**Voltage:**

**Metering:**

**Metering Loss Adjustment:** *[Use only if adjustment applies]* The TBL 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 TBL 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:** *[List any exceptions that apply, if none - delete]*

- (b) **Point(s) of Delivery Served by Transfer.** *[Include only if it applies]*  
The Transmission Customer, its Agent, or its power supplier is responsible for arrangements required to transmit power over the facilities of the Intervening System described in this section to Points of Delivery contained herein. To the extent the Transmission Customer is reliant upon agreements between the TBL and the Intervening System owner for such arrangements, or if the TBL has otherwise arranged to secure such transmission service to the Points of Delivery from the Intervening System owner, service to the transfer Points of Delivery are subject to the NCD-02 rate schedule, or its successor.

Transmission service under this Service Agreement shall encompass all Integrated Network Transmission System facilities, as defined by the Tariff, necessary to serve the Transmission Customer's Network Load.

For purposes of this section 5(b), the following definitions shall apply:

"Name of Transfer Point" means the point where the TBL delivers power to the Intervening System.

"Point of Receipt from Intervening System" means the point where the TBL or a Third Party receives power from the Intervening System prior to delivery of power to the Point of Delivery.

"Point of Delivery" means the point where the Transmission Customer takes delivery of power from either: (1) the Integrated Network Transmission System or (2) the Intervening System.

(1) *[Insert the **Name of Transfer Point**]: [List Point of Replacement here]*

**Location:**

**Voltage:**

**The TBL's Point of Receipt from Intervening System:** *[Include only if applicable]*

**Transmission Customer Point of Delivery and Point of Metering:** *[List the locations where the Transmission Customer takes final delivery of power from the transferor. If the point of metering is different than the point of delivery, list point of metering under a separate heading]*

**Metering Loss Adjustment:** *[Use only if adjustment applies, if none - delete]*

**Exception:** *[List any exceptions that apply, if none - delete]*

**7. NAME(S) OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE** *[Only include if using transfer, if yes, include name of transfer agent(s) and Contract No.]*

**EXHIBIT E  
FACILITIES CHARGES**

Facilities Charges are not required at this time for the service under this Service Agreement. *[Delete sentence if there are charges]*

**1. USE-OF-FACILITIES CHARGES FOR WHICH THE TRANSMISSION CUSTOMER IS RESPONSIBLE**

(a) **Calculation of Charges Pursuant to the UFT-02 Rate Schedule**

<u>Facility</u>	<u>Investment</u> <i>1/</i>	I&A Annual <u>Cost</u> <u>Ratio</u> <i>2/</i>	I&A Annual <u>Cost</u>	O&M Annual <u>Cost</u> <i>3/</i>	Demand <u>(kW)</u>	<u>\$/kW/ mo.</u>
Substation	\$	%	\$	\$		\$

(b) **Changes in Costs and Demands**

The TBL reserves the unilateral right to revise this Exhibit E, section 1, 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.

**2. DIRECT ASSIGNMENT FACILITIES CHARGES**

*[List any facilities designated as Direct Assignment Facilities and the Rate]*

*1/* *[Insert the year]* computation.

*2/* Based on ACR table dated \_\_\_\_\_

*3/* Based on O&M table dated \_\_\_\_\_

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**EXHIBIT F  
ANCILLARY SERVICES,  
OTHER CONTROL AREA SERVICES,  
SCHEDULING AGENT AND TRANSMISSION LOSSES**

**1. ANCILLARY SERVICES PROVIDED**

	<u>Provided By</u>	<u>Contract No.</u>
(a) <b>Scheduling, System Control and Dispatch</b>	TBL	
(b) <b>Reactive Supply and Voltage Control from Generation Resources</b>	TBL <sup>1/</sup>	
(c) <b>Regulation and Frequency Response</b>	TBL <sup>1/</sup>	
(d) <b>Energy Imbalance</b>	TBL	
(e) <b>Operating Reserves – Spinning Reserves</b>	TBL <sup>1/</sup>	
(f) <b>Operating Reserves – Supplemental Reserve</b>	TBL <sup>1/</sup>	

Any changes to the information in this section 1 during the term of the Service Agreement will be made in accordance with the scheduling provisions.

**2. OTHER CONTROL AREA SERVICES** *[List the other services being provided, i.e. Generation Imbalance, Black Start]*

**3. SCHEDULING AGENT**

The Transmission Customer has designated the following scheduling agent. Any changes to the information in this section 3 during the term of the Service Agreement will be made in accordance with section 5 below.

---

<sup>1/</sup> Service will be provided by the TBL unless alternative comparable arrangements satisfactory to the Transmission Provider are made.

Scheduling Agent Name  
Address  
City State  
Attention: [Name of Contact]  
Title:  
Phone: ( ) \_\_\_-\_\_\_\_  
Fax: ( ) \_\_\_-\_\_\_\_  
Function(s):

**4. TRANSMISSION LOSSES**

The Transmission Customer has designated the following provider of transmission losses and Control Area from which transmission losses are delivered. Any changes to the information in this section 4 during the term of the Service Agreement will be made in accordance with section 5 below.

**Provided by:** *[Insert Name of Provider]*  
**Source Control Area:**

**5. NOTIFICATION**

Each Fiscal Year<sup>1/</sup>, except the Fiscal Year during which this Service Agreement is executed, the Transmission Customer shall notify the TBL in writing, to the TBL contact listed in Exhibit G, section 1, by August 1 of the then current Fiscal Year if it desires to change its provider of other Control Area services, its scheduling agent or its provider for transmission losses. The TBL will prepare and issue a revised Exhibit F for signature by both Parties.

In the event that, in any Fiscal Year, the Transmission Customer does not notify the TBL by August 1 of its desire to change its provider or agent, the Transmission Customer's elections for each service shall remain the same for the next Fiscal Year.

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<sup>1/</sup> Fiscal Year is defined as the twelve-month period from October 1 through September 30.

**EXHIBIT G**

**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, by telefax or sent by acknowledged delivery.

**If to [Customer Name]:**

Customer Name  
Address  
City State  
Attention: [Name of Customer  
Contact]  
Title:  
Phone: ( ) \_\_\_-\_\_\_  
Fax: ( ) \_\_\_-\_\_\_

**If to the TBL:**

Bonneville Power Administration  
P. O. Box 491  
Vancouver, WA 98666-0491  
Attention: Transmission Account  
Executive for [Customer Name] - TM-  
Ditt2  
Phone: (360) 418-\_\_\_  
Fax: (360) 418-\_\_\_

**2. NOTICES OF AN OPERATING NATURE**

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

**If to [Customer Name]:**

Customer Name  
Address  
City State  
Attention: [Name of Customer  
Contact]  
Title:  
Phone: ( ) \_\_\_-\_\_\_  
Fax: ( ) \_\_\_-\_\_\_

**If to the TBL:**

Bonneville Power Administration  
Address  
City State  
Attention: [Name of Contact]  
Title:  
Phone: ( ) \_\_\_-\_\_\_  
Fax: ( ) \_\_\_-\_\_\_

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## **EXHIBIT H**

### **STABILITY RESERVES**

The Transmission Customer shall provide Stability Reserves up to the Transmission Demand for transmission services provided pursuant to this Service Agreement.

#### **1. DEFINITIONS**

- (a) "Event" is a system condition that results in the need for Stability Reserves. The beginning of an event shall be identified by a transfer trip or other signal from the TBL to the Transmission Customer restricting delivery of energy under this Service Agreement. The end of the Event shall be identified by the TBL dispatcher's notification to the Transmission Customer that transmission of all energy to which the Transmission Customer is entitled under this Service Agreement has been restored, or notice to the Transmission Customer that service to the Transmission Customer's load will continue to be fully or partially restricted for reasons other than the TBL Stability Reserves rights under this Service Agreement. Notwithstanding the foregoing, the Event will end (subject to reinstatement as provided herein) when an undervoltage or underfrequency load shedding signal is received by the Transmission Customer and, if such undervoltage or underfrequency load shedding signal is received by the Transmission Customer prior to Event Minute 3, then the entire Event shall be deemed an event of force majeure.

The Event shall be reinstated and continue as follows:

- (1) If the Event Duration was 5 Event Minutes or less, then the Event shall be reinstated if the TBL restricts deliveries to the Transmission Customer pursuant to its Stability Reserve rights within 2 hours or less of the last Event Minute;
- (2) If the Event Duration was more than 5 Event Minutes but not more than 15 Event Minutes, then the Event shall be reinstated if the TBL restricts deliveries to the Transmission Customer pursuant to its Stability Reserve rights within 4 hours or less of the last Event Minute;
- (3) If the Event Duration was more than 15 Event Minutes but not more than 22 Event Minutes, then the Event shall be reinstated if the TBL restricts deliveries to the Transmission Customer pursuant to its Stability Reserve rights within 6 hours or less of the last Event Minute;

- (4) If the Event Duration was more than 22 Event Minutes, then the Event shall be reinstated if the TBL restricts deliveries to the Transmission Customer pursuant to its Stability Reserve rights within 8 hours or less of the last Event Minute.
- (b) “Event Duration“ shall be the total cumulative Event Minutes of the Event.
- (c) “Event Minute” shall be the minutes of restriction (or any portion thereof) during an Event. If the TBL restricts less than its full entitlement in any Event Minute, then for purposes of defining the Event, the Event Minutes and Event Duration, the TBL shall be deemed to have restricted the entire amount of energy wheeled under this Service Agreement.
- (d) “Material Plant Damage“ means the inability of the Transmission Customer to resume industrial production at all or any portion of its plant because of damage to plant production facilities resulting from a restriction; for example, the inability to resume electrolysis in one or more pots without rebuilding or substantially repairing such pot(s).
- (e) “Restricted Energy” means energy not made available to the Transmission Customer hereunder because of an Event.
- (f) “Stability Reserves” are those reserves, provided by the Transmission Customer under this Service Agreement, that are necessary to ensure the stability of the Federal Columbia River Transmission System against losses of transmission facilities pursuant to the schemes in section 10 or any additional scheme(s) adopted pursuant to section 7 of this exhibit. Stability Reserves provided under this Service Agreement shall not include, without limitation, operating reserves or forced outage reserves that the TBL has acquired under other agreements.

## **2. AMOUNT OF STABILITY RESERVES**

When necessary to provide Stability Reserves, the TBL may restrict deliveries of energy wheeled under this Service Agreement to the Transmission Customer’s aluminum smelter load (which shall not include wheel turning loads) pursuant to the schemes listed in this Exhibit H and to the Transmission Customer’s other loads under any additional or extended scheme(s) adopted pursuant to section 7 of this exhibit, for Stability Reserves in the following manner:

- (a) up to 100 percent of the Transmission Customer’s energy subject to restriction under this Service Agreement for a period of up to thirty (30) Event Minutes per Event;

- (b) provided, that the TBL shall have the sole right to determine whether to restrict all or part of the Transmission Customer's energy subject to restriction hereunder, when an Event occurs.

For accounting purposes, the Transmission Customer's wheel turning load shall be deemed to be served by all of the Transmission Customer's energy suppliers (whether the sale is made directly to the Transmission Customer at its production facility or whether the sale is made at a remote point and the energy is wheeled to the Transmission Customer's production facility), in proportion to the total annual amounts of energy purchased from each such supplier; provided, that if the wheel turning load is served exclusively by a supplier other than the TBL who contracted specifically to provide such wheel turning service, such wheel turning load shall be excluded from the allocation.

Notwithstanding any other provision of this Service Agreement, the TBL shall use its best efforts to end an Event as soon as possible, and the Transmission Customer agrees to cooperate in development of mechanisms that will enhance the TBL's ability to notify the Transmission Customer of the end of an Event.

Notwithstanding any other provision of this Service Agreement, including the breach and damages provisions, the TBL shall have no contractual right under this Service Agreement which would cause the Transmission Customer to incur Material Plant Damages; provided, the TBL shall not be liable for equitable relief or damages for such Material Plant Damage occurring within 45 Event Minutes or less of an Event pursuant to a Stability Reserve scheme listed in section 10, Stability Reserve Schemes, of this exhibit or adopted pursuant to section 7 of this exhibit.

### **3. COMPENSATION FOR STABILITY RESERVES**

- (a) For the right to restrict and for any restrictions provided pursuant to subsection 3(b) for the schemes listed in this Exhibit H, the TBL shall pay the Transmission Customer a "Reservation Fee" and a "Use Fee".

The Reservation Fee shall be \$0.20 per kilowatt-year for an amount equal to the Transmission Customer's Transmission Demand.

The Use Fee shall be 50 mills/kWh of Restricted Energy during Event Minutes 1 through 15 (or any portion thereof) of an Event; and 100 mills/kWh of Restricted Energy during the Event Minutes 16 through 30 (or any portion thereof) of an Event.

- (b) If the Transmission Customer's load is not connected to a scheme specified in section 10 of this exhibit, or additional or extended scheme adopted pursuant to section 7 of this exhibit, the TBL shall have no obligation to pay for Stability Reserves.
- (c) The charges specified in this subsection shall not have any precedential effect for the purpose of determining reasonable Stability Reserve compensation under other agreements, or for determining reasonable Stability Reserve compensation for additional or extended scheme(s) adopted pursuant to section 7 of this exhibit. Neither Party shall introduce as evidence of reasonable compensation this Service Agreement or anything herein related to the compensation for Stability Reserves in the TBL's rate cases or similar forums or in a proceeding under section 7 of this exhibit.
- (d) The TBL's payment obligation hereunder shall not include payment for restrictions under events of force majeure or under rights provided by other agreements. Such restrictions include those restrictions associated with force majeure which cause undervoltage and underfrequency load shedding, future similar schemes of last resort, and outages of transmission facilities required for service hereunder.

#### **4. LIQUIDATED DAMAGES**

The Parties acknowledge that restrictions beyond those allowed by this Service Agreement may result in damage to and lost production by the Transmission Customer's aluminum reduction facilities prior to Material Plant Damage, which is difficult to quantify. If the Event Duration exceeds thirty (30) Event Minutes, then the TBL shall be liable to the Transmission Customer as follows:

- (a) 200 mills/kWh of Restricted Energy during Event Minutes 31 through 45 (or portion thereof) of an Event;
- (b) 400 mills/kWh of Restricted Energy during Event Minutes (or portion thereof), after Event Minute 45 of an Event;
- (c) provided, that in lieu of 4(b) above and at the Transmission Customer's option, if the Event Duration exceeds 45 Event Minutes, and the Transmission Customer incurs, in its determination, Material Plant Damage as a direct result of the restriction, then as to the portion of its production facilities that suffers Material Plant Damage, the TBL and the Transmission Customer agree that these damages can be reasonably quantified and, therefore, for that portion of its production facilities, the Transmission Customer may recover actual damages (excluding only lost production and lost profits) pursuant to section 4 of this exhibit; but such actual

damages shall not exceed thirty dollars (\$30) per kW of plant production facilities suffering Material Plant Damage. The liquidated damages charges in sections 4(a) and 4(b), above, shall continue to apply to that portion of the Transmission Customer's load which does not suffer Material Plant Damage. For purposes of this calculation, the Material Plant Damage shall be deemed to occur at the beginning of Event Minute 46.

## **5. STORAGE**

During a period of restriction under section 2 of this exhibit, during any further restriction of deliveries in breach of this Service Agreement, and during the period of the Transmission Customer's inability to take delivery due to such breach, all of the Transmission Customer's energy scheduled and delivered to the TBL under this Service Agreement shall be deemed stored, at no charge, and shall not be spilled. Subject to transmission availability, the TBL shall deliver such energy on demand to the Transmission Customer's facilities or to another entity for resale at no charge other than the transmission charge provided herein. The Transmission Customer shall take from storage all such energy prior to purchasing any additional energy required to recover from the Event. If the Transmission Customer does not take the energy from storage within forty-eight (48) hours of the end of the Event, the TBL's obligation to return such energy shall terminate.

## **6. CONFIDENTIALITY**

The Parties agree that all material related to plant technology, plant operations or to proving damages which is submitted by the Transmission Customer to the TBL, the arbitrator or any other party in any proceeding under Section 7 of this Service Agreement is confidential. The Parties shall jointly request a protective order from the arbitrator: (a) preserving the confidentiality of such material; (b) limiting its use to such proceeding; and (c) requiring its return to the Transmission Customer at the conclusion of the proceeding. The TBL agrees not to voluntarily disclose any such information outside the agency, and agrees to restrict access to and use of such information to employees necessary to and for purposes associated only with the conduct of such proceeding.

## **7. ADDITIONAL STABILITY RESERVE SCHEMES**

To the extent the TBL determines:

- (a) the need for additional Stability Reserve scheme(s) not listed in section 10 of this exhibit that would restrict, at a frequency and duration similar to the schemes listed in section 10 of this exhibit, the energy subject to restriction under this Service Agreement; and

- (b) the need to apply Stability Reserve schemes listed in section 10 of this exhibit and additional Stability Reserve scheme(s) to energy wheeled under this Service Agreement to non-aluminum DSIs, or
- (c) the need for modifications to the elements of schemes listed in section 10 of this exhibit that would significantly change the expected frequency or duration of restrictions, then:
  - (1) The TBL shall consult with the Transmission Customer on the need for operational characteristics as they affect the Transmission Customer, and compensation for such scheme(s), and;
  - (2) The TBL shall consider alternative methods and costs, including purchases from non-DSIs, for obtaining such additional reserves.

The Transmission Customer agrees to cooperate in the development of such scheme(s) and shall not unreasonably withhold its consent to implementation of such scheme(s).

**8. MAKE UP TRANSMISSION**

When an Event ends, the TBL shall permit, subject to Available Transmission Capacity, without additional demand or Unauthorized Increase charges, short-term, non-recurring demand overruns of the Transmission Customer's Transmission Demand.

**9. ANNUAL ADJUSTMENTS AFTER OCTOBER 1, 1995**

Subsequent to October 1, 1995, on the Effective Date of any IP Premium or successor rate adjustment thereafter, the fees and charges (SRC<sub>x</sub>) identified in section 3 and section 4 of this exhibit shall be adjusted as follows:

$$SRC_x = SRC \text{ base} * \frac{IP\text{-New}}{IP\text{-93}}$$

where SRC<sub>x</sub> = Each of the stability reserve fees identified in section 3 and charges identified in section 4 of this exhibit, as adjusted hereunder, to be effective on the Effective Date of any IP or successor rate adjustment on or after October 1, 1995.

- SRC Base = The stability reserve fees as specified in section 3 and the changes as specified in section 4 of this exhibit.
- IP-New = Each newly adjusted average IP Premium rate or successor rate effective after October 1, 1995, in mills per kWh. Such IP Premium or successor rate shall be calculated at a load factor of 90 percent, and assuming a uniform demand in all months. If there is more than one IP Premium or successor rate, the average shall be determined by a weighting based on forecasted sales in the relevant rate case.
- IP-93 = The average IP Premium rate in effect on October 1, 1993, in mills per kWh. Such average IP Premium rate shall be calculated at a load factor of 90 percent and assuming a uniform demand in all months. If there is more than one IP or successor rate, the average shall be determined by a weighting based on forecasted sales in the relevant rate case.

## 10. STABILITY RESERVE SCHEMES

Import Contingency Load Tripping Schemes: Remedial Action Scheme for the loss of the AC Intertie and Remedial Action Scheme for the loss of the DC Intertie.

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## **ATTACHMENT B**

### **METHODOLOGY TO ASSESS AVAILABLE TRANSMISSION CAPABILITY**

#### **Available Transfer Capability (ATC) Management**

The Transmission Provider will compute ATC consistent with applicable Commission, NERC, and WSCC criteria, including the WSCC document “Determination of Available Transfer Capability within the Western Interconnection” or its successor. When requested by the Transmission Provider, Transmission Customers will be required to submit load forecasts, generation forecasts, and schedules to enable the Transmission Provider to compute ATC. The Transmission Provider’s specific ATC methodology will be posted on its OASIS and may be modified from time to time in response to new regional criteria for calculation of ATC, changes in regulatory requirements, customer comments, or reliability needs.

Constraints on paths internal to the Transmission System may require the Transmission Provider to post and manage ATC over those paths. This may require the Transmission Provider to use a zonal approach in the implementation of this tariff, including, but not necessarily limited to, ATC calculations, reservations, scheduling, Curtailments, and redispatch.

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**ATTACHMENT C**

**METHODOLOGY FOR COMPLETING A SYSTEM IMPACT STUDY**

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**ATTACHMENT D**  
**INDEX OF POINT-TO-POINT**  
**TRANSMISSION SERVICE CUSTOMERS**

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**ATTACHMENT E**  
**INDEX OF NETWORK INTEGRATION**  
**TRANSMISSION SERVICE CUSTOMERS**

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**ATTACHMENT F**  
**INDEX OF NETWORK CONTRACT DEMAND**  
**TRANSMISSION SERVICE CUSTOMERS**

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## **ATTACHMENT G**

### **Redispatch Mechanism**

All Network Integration (NT) and Network Contract Demand (NCD) transactions will be subject to redispatch on a preschedule basis. Redispatch will be implemented using incremental (inc) and decremental (dec) bids from NT and NCD Customers and from other parties. The dec bid constitutes the amount of generation that can be reduced by the Transmission Provider under redispatch and the dec bid price which shall be greater than or equal to zero. All Network Resources must be redispatchable in a downward direction equal to the scheduled amount the Transmission Customer is taking from that Network Resource under NT or NCD transmission service. The Transmission Customer taking NT or NCD transmission service shall arrange to have the owner of each of their Network Resources submit to the Transmission Provider a dec bid. The amount of the bid in megawatts shall be equal to or greater than the amount of generation that is being supplied to the Transmission Customer under NT or NCD transmission service for the coming day or days. Other parties may voluntarily submit dec bids.

Inc bids constitute the amount of generation that the Party would bring on-line if requested to do so by the Transmission Provider for redispatch and an inc price bid. Any party may submit an inc bid. All inc and dec bids must be submitted to the Transmission Provider by 2 p.m. on the preschedule day. Later submittals may be allowed, if practicable.

Upon receipt of all schedules, inc bids, and dec bids on the preschedule day, the Transmission Provider will perform a technical analysis to determine if any congestion would result on the Transmission System as a result of the submitted schedules. This analysis will be completed thirty (30) minutes after the close of the preschedule window.

If congestion is indicated on any path, the Transmission Provider will first curtail any nonfirm transactions across that path. If this does not relieve the congestion, the Transmission Provider will implement redispatch by accepting inc and dec bids that effectively relieve the constraint at the least cost. The successful inc and dec bids will be used to create counter-schedules across the constrained path to offset the original transactions. The original NT and NCD transactions (including their associated NERC tags) will not be changed as a result of this redispatch. The successful inc and dec bidders will be notified one (1) hour after the close of the preschedule window. If the redispatch is inadequate to relieve the congestion on a preschedule basis or if the Transmission Provider determines that the inc/dec bidding process is not practicable, the Transmission Provider will employ Curtailment of the firm transactions across the constrained path.

The Transmission Provider will pay the successful inc bidders an amount equal to the amount their generation was increased multiplied by their bid. The successful dec bidders will pay the Transmission Provider an amount equal to the amount their generation was decreased multiplied by their bid. The difference between what the Transmission Provider pays the successful inc bidders and what it is paid by the successful dec bidders will be assessed to the NT and NCD Transmission Customers using the constrained path.

The Transmission Provider will not employ this inc/dec bidding system to relieve congestion that occurs during the real-time day. The Transmission Provider will employ Curtailment procedures to alleviate real-time congestion. Nonfirm transactions over the constrained path will be curtailed first, followed by firm transactions as provided for in this Tariff. The Transmission Provider may not be able to curtail on a pro rata basis during Transmission System emergencies due to reliability considerations.

## ATTACHMENT H

### SYSTEM OPERATING PROVISIONS

#### 1. PURPOSE OF SYSTEM OPERATING PROVISIONS

The purpose of these Provisions is to identify contractual requirements related to service over the Transmission Provider's Transmission System. The Parties agree to adhere to Good Utility Practice, including all applicable reliability criteria as observed in the region.

- (a) These Provisions require the Parties to recognize that:
  - (1) The Transmission Provider's Transmission System is directly or indirectly interconnected with transmission systems owned or operated by others;
  - (2) The flow of power and energy between such systems shall be controlled by the physical and electrical characteristics of the facilities involved and the manner in which they are operated; and
  - (3) Part of the power and energy being delivered under these Provisions may flow through such other systems rather than through the Transmission Provider facilities. The Parties shall determine methods and take appropriate actions to assure capability for delivery of power and energy at the points of receipt and delivery, and at additional or alternate points of receipt and delivery as established by the Parties.
- (b) The Parties shall:
  - (1) Operate and maintain equipment<sup>1</sup> necessary for interconnecting the Transmission Customer with the Transmission Provider's Transmission System.
  - (2) Transfer data<sup>2</sup> between their respective control centers as required to maintain reliability of the Transmission System.
  - (3) Use software programs required for data links and constraint dispatching.

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<sup>1</sup> Necessary equipment includes, but is not limited to, remote terminal units, metering, communications, telemetering, and relaying equipment.

<sup>2</sup> Data may include, but is not limited to, data pertaining to instantaneous Spinning and Non-Spinning Operating Reserves, heat rates, fuel costs, and operational characteristics of Network Resources, generation schedules for Network Resources, interchange schedules, unit outputs for redispatch, voltage schedules, flows of real and reactive power, loss factors, switch status, breaker status, megawatt (MW)/megaVAR flow on lines, bus voltages, transformer taps and other Supervisory Control and Data Acquisition System (SCADA) and real-time data.

- (4) Exchange data on forecasted loads and resources necessary for planning and operation.
- (5) Address other technical and operational considerations required for Tariff implementation, including scheduling protocols.

## **2. TERM**

This Attachment shall remain effective with the term of the Service Agreement.

## **3. ADMINISTRATION OF THE PROVISIONS**

In the event of any irreconcilable differences between this Tariff and this Attachment, the language of this Tariff shall govern.

## **4. NOTICE**

Notices or requests made by either Party regarding these provisions shall be made to the representative of the other Party as indicated in the Service Agreement.

## **5. DEFINITIONS**

Unless otherwise defined herein, capitalized terms refer to terms defined in this Tariff or in the Rate Schedules.

- (a) Automatic Generation Control (AGC)  
The real-time control scheme used by all Control Areas to meet the NERC requirement that Control Areas continually adjust generation, as necessary and within predetermined limits, to meet Control Area load requirements and scheduled interchange commitments and its obligation to support interconnected frequency.
- (b) Contingency Reserves  
Spinning and non-spinning reserves that must be available to replace capacity loss of any generating unit which trips, fails to start, pick up load, or continue to generate due to an emergency. These reserves must be available within a maximum of 10 minutes' advance notice.
- (c) Effective Control Action (ECA)  
An action which results in a specific mitigating response at a location(s) in the power system related to the disturbances of concern, thereby providing acceptable power system performance.

- (d) Hourly Data Reported Hourly (HDRH)  
Hourly kilowatthour (kWh) and kilovarhour (kVARh) data provided to the Transmission Provider at the end of each hour. HDRH is taken from sources such as the interchange kWh system.
- (e) Hourly Data Reported Monthly (HDRM)  
Hourly kWh and kVARh data provided at least monthly to the Transmission Provider. HDRM is taken from sources such as the Revenue Metering System.
- (f) Load Regulation  
The instantaneous (second-to-second) matching of generation and load provided by the AGC system.
- (g) Most Severe Single Contingency (MSSC)  
A single contingency which results in the most adverse system performance under any operating condition or anticipated mode of operation.
- (h) Operating Reserves  
The sum of Contingency Reserves and Regulating Reserves plus any on-demand obligations plus any reserves required for Interruptible imports.
- (i) Operational Constraints  
Limitations on the ability of the Transmission System to operate due to any system emergency, loading condition, or maintenance outage on the Transmission Provider facilities, or on facilities of an interconnected utility, that make it prudent to reduce Transmission System loadings, whether or not all facilities are in service.
- (j) Preliminary Technical Requirements for the Connection of Transmission Lines and Loads  
The detailed technical requirements generally applied to all new or modified line or load connections regardless of type or size, and posted on the Transmission Provider's OASIS located at the following Internet URL address: [http://www.nwoasis.org/opi/system\\_news/index.shtm](http://www.nwoasis.org/opi/system_news/index.shtm).
- (k) Regulating Reserves  
Generation that needs to be set aside for load regulation, load following, generation following/AGC purposes.
- (l) Remedial Action Schemes (RAS)  
Sets of fast automatic control actions employed to ensure acceptable power system performance following electrical disturbances as determined by the Transmission Provider power flows and/or stability studies. These may include generator dropping and load tripping.

- (m) Revenue Metering System (RMS)  
A data collection system that electronically measures hourly demand and energy quantities for both kilowatt (kW) and kiloVArS. The Transmission Provider uses this data on a HDRM basis.
- (n) Single Contingency  
The loss of a single generator, transmission line, transformer, bus section or DC monopole under any operating condition or anticipated mode of operation.
- (o) Technical Requirements for the Interconnection of Generation Resources  
The detailed technical requirements generally applied to all new or expanded generating resources, regardless of type or size, and posted on the Transmission Provider's OASIS located at the following Internet URL address: [http://www.nwoasis.org/opi/system\\_news/index.shtm](http://www.nwoasis.org/opi/system_news/index.shtm).
- (p) Telemetry  
A data collection system that provides the Transmission Provider with kilowatt information on load, generation, and powerflow, on a continuous, instantaneous basis.
- (q) Transmission Customer Resource  
Any Transmission Customer-owned resource, regardless of resource location, and any Third Party (consumer or independent power producer) resource directly connected to the Transmission Customer's transmission or distribution system.

## **6. INTERCONNECTED FACILITY REQUIREMENTS**

- (a) Ownership
  - (1) Equipment or salvageable facilities owned by one Party and installed on the property of the other Party shall remain the property of the owner, except as noted in this Attachment.
  - (2) A Party must identify its facilities installed on the other Party's property. Facilities include all movable equipment and other salvageable facilities which said Party installed on the other Party's property. Ownership of facilities must be made by affixing permanent suitable markers with the owner's name. The Parties shall jointly prepare an itemized list of the aforementioned equipment.
  - (3) Each Party agrees to be responsible for the cost of complying with all applicable Federal, State, and local environmental laws for its own facilities, regardless of where the facilities are located.

(b) Safety Design

The Transmission Provider requires clearance of equipment during maintenance, modification, and testing. Facility interconnections between the Transmission Provider and the Transmission Customer are to be designed and constructed to allow clearance of equipment using isolation devices. Isolation devices must produce a visible air gap between the energized facilities and the equipment to be worked on. Operating procedures associated with this interconnection must comply with the Transmission Provider's Accident Prevention Manual and also with the Transmission Customer's safety manual as specified in writing by the Transmission Customer.

(c) Access to Interconnected Facilities

- (1) Each Party agrees to grant permission to the other to enter its property to perform operations and maintenance, meter reading, inspection or removal of the other's equipment and facilities installed on the first Party's property.
- (2) In providing the above permission, the first Party waives no rights or remedies with respect to any injury, loss, or damage resulting from the other's activities on the first Party's property.

**7. RESOURCE AND INTERCONNECTION PRINCIPLES AND REQUIREMENTS**

(a) Contingency Reserves

- (1) If the Transmission Customer's load or generation is part of the Transmission Provider's Control Area, then the Transmission Customer's Contingency Reserves requirement shall be either:
  - (A) as specified by the NWPP Operating Reserves Sharing Program;  
or
  - (B) as specified by the reliability criteria of the WSCC.
- (2) A Transmission Customer with load or generation in the Transmission Provider's Control Area shall meet Contingency Reserve obligations by either:
  - (A) purchasing the appropriate Ancillary Services for Contingency Reserves from the Transmission Provider; or
  - (B) providing or arranging to have a Third Party provide its Contingency Reserve requirement.

A Transmission Customer that provides its own Contingency Reserves shall also meet the interconnection requirements under this section 7 of this Attachment.

- (3) The Transmission Customer shall restore its Contingency Reserves to the required level, consistent with applicable regional criteria, in instances of Contingency Reserves deficiencies.
- (4) If the Transmission Customer acquires its required Contingency Reserves from outside the Transmission Provider's Control Area, then the Transmission Customer shall reserve unloaded firm transmission capability at least equal to its Contingency Reserves obligation. If the Transmission Customer exports Contingency Reserves out of the Transmission Provider's Control Area, then the Transmission Customer shall reserve unloaded firm transmission at least equal to this Contingency Reserve export. Unloaded firm transmission capability may be loaded with interruptible energy so that upon interruption of the energy, transmission service is available to deliver the necessary Contingency Reserves.
- (5) The Transmission Provider pools its Contingency Reserve with those of Transmission Customers in its Control Area and all other NWPP Members through the NWPP Operating Reserve Sharing Program. The Transmission Provider gives the Transmission Customer the option of being included in the NWPP Operating Reserve Sharing Program by contributing to the Transmission Provider's Control Area requirement. A Transmission Customer electing such option shall either pay the Transmission Provider for meeting its share of the Contingency Reserve Sharing Program obligations, or shall arrange for providing its share of the associated Contingency Reserve Sharing Program obligations. Transmission Customers electing not to participate shall make available to the Transmission Provider Contingency Reserves equivalent to 100 percent of their MSSC as required NERC, WSCC, and the NWPP. Regardless of how the Contingency Reserves are provided, the Transmission Customer shall provide the Transmission Provider with a generation forecast when requested by the Transmission Provider. The Transmission Provider shall use the Transmission Customer's Contingency Reserve to recover from the Transmission Customer's outages.

(b) Remedial Action Schemes

- (1) The Transmission Customer may be required (at its cost), to provide or assure the provision of its pro rata share of RAS required to support the transmission capability of the transmission paths the Transmission Customer uses.

- (2) If the Transmission Customer is required to provide RAS, then the Transmission Provider and the Transmission Customer shall jointly plan and coordinate the implementation of the RAS. No Party shall unduly withhold consent regarding the implementation of the RAS. The Transmission Customer may implement the required RAS where it chooses on its system, as long as the required level of ECA is obtained. The level of reliability of the RAS design on the Transmission Customer's system shall be at least equal to the level of reliability employed in the design of the overall RAS required to support the transmission capability of the transmission path the Transmission Customer uses.
  - (A) The Transmission Customer's contribution to the total operational responsibility for the RAS shall be the ratio of the Transmission Customer's usage of the Transmission Provider's share of the transmission path, to the total rating of the Transmission Provider's share of the transmission path.
  - (B) The Transmission Provider shall provide the appropriate control signals to the Transmission Customer.
  - (C) The Transmission Customer shall provide the necessary equipment to receive and transmit control signals to and from its transmission, generation, and control center facilities to arm and initiate the appropriate ECA or actions determined by the Transmission Provider.
- (3) Additional information regarding RAS can be found in *The Preliminary Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted on the Transmission Provider's OASIS located at the following Internet URL address:

[http://www.nwoasis.org/opi/system\\_news/index.shtm](http://www.nwoasis.org/opi/system_news/index.shtm).

(d) Operation of Resources

- (1) The Transmission Customer shall operate its generation resources that interconnect with the Transmission Provider's Transmission System or which are located in the Transmission Provider's Control Area in a manner consistent with Good Utility Practice, and the standards, criteria, and requirements of NERC, WSCC, NWPP, the Transmission Provider, and any applicable RTA.

- (2) The Transmission Customer shall pay the cost of necessary communications installations, and modification of the Transmission Provider's computer hardware and software, including accommodating the Transmission Customer's decisions to change Control Areas.
  - (3) Any resources used by the Transmission Customer to meet its Operating Reserve obligations to the Transmission Provider's Control Area shall meet the same NERC, WSCC, NWPP, and other applicable requirements, practices, and procedures as the Transmission Provider's generating resources providing these same services including, AGC capability, reserve availability, ramp rate, governor response, random testing, and a monthly startup test.
- (e) Interconnection With Third Parties
- (1) Each Party shall cooperate with other interconnected systems in establishing arrangements or mitigation measures to minimize operational impacts on the other Party's system.
  - (2) Each Party recognizes that a Party's proposed new interconnection or modification of an existing interconnection between its system and the system of a Third Party, may cause adverse effects on the system of the other Party. The Party making such interconnection or modification shall minimize, or otherwise compensate for adverse operational impacts to the other Party's system.
- (f) Interconnection with the Transmission Provider
- (1) The Transmission Customer shall plan, construct, operate, and maintain its facilities and system that interconnect with the Transmission Provider's Transmission System in accordance with Good Utility Practice, including, but not limited to, all applicable guidelines of NERC, WSCC, and NWPP, the Transmission Provider and any applicable RTA, and generally accepted regional practices.
  - (2) Additional information regarding Interconnection Requirements can be found in *The Preliminary Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted on the Transmission Provider's OASIS located at the following Internet URL address:

[http://www.nwoasis.org/opi/system\\_news/index.shtm](http://www.nwoasis.org/opi/system_news/index.shtm).

(g) Generation Integration

- (1) Resources connected directly to the Transmission Provider's Transmission System or which are in the Transmission Provider's Control Area are subject to compliance with the Transmission Provider's generation integration requirements, Good Utility Practice, and all applicable standards of NERC, WSCC, NWPP, the Transmission Provider and any applicable RTA, and any generally accepted regional practices that are adopted by the Transmission Provider.

All resources integrated into a Transmission Customer's system which, by virtue of their point of interconnection, are capable of energizing the Transmission Provider's facilities, must comply with safety requirements of the above standards, including those for relay protection, insulation coordination, switchgear and safety. This requirement typically applies to generators that are integrated into a system that is connected radially from a tapped Transmission Provider transmission line or Transmission Provider substation. With respect to other resources integrated into a Transmission Customer's network, all points of interconnection between the Transmission Provider and the Transmission Customer must be operated and maintained in a manner consistent with Good Utility Practice.

- (2) The Transmission Customer agrees to notify the Transmission Provider a minimum of eighteen (18) months prior to energization of a resource if such resource is expected to impact the Transmission Provider's Transmission System.

**8. CRITERIA FOR SELF PROVISION OF OPERATING RESERVES AND LOAD REGULATION AND FREQUENCY RESPONSE**

Transmission Customers who have Operating Reserve, Load Regulation, or frequency response obligations to the Transmission Provider may meet these obligations by self provision provided that all relevant NERC, WSCC, and NWPP criteria are met. Criteria for self provision are posted on the Transmission Provider's OASIS. Specific arrangements for this self provision must also be described in the Service Agreement.

**9. POWER QUALITY**

Requirements and information regarding Power Quality can be found in *The Preliminary Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation*

Resources posted on the Transmission Provider's OASIS located at the following Internet URL address:

[http://www.nwoasis.org/opi/system\\_news/index.shtm](http://www.nwoasis.org/opi/system_news/index.shtm).

## 10 SERVICE INTERRUPTIONS

- (a) Temporary Load Shifts and Maintenance Notification.
- (1) The Parties may temporarily curtail, reduce, or shift deliveries of electric power if any such Party determines that such Curtailment, reduction, or load shift is necessary or desirable in case of system emergencies or operational constraints on the system of either Party, or to install equipment in, make repairs to, make replacement within, conduct investigations and inspections of, or perform other maintenance work on the Parties' facilities. To the extent reasonable or appropriate, the Parties shall use temporary facilities or equipment to minimize the effect of any such interruption, reduction, or load shift.
  - (2) The Transmission Customer must submit a report concerning any such curtailment, reduction, or load shift on its transmission system to the Transmission Provider within four (4) days of such curtailment, reduction, or load shift. Reports may be made by telephone, mail, or other electronic processes. The point of contact for each Party shall be designated pursuant to the Service Agreement. On receipt of the Transmission Customer's report, the Transmission Provider shall adjust the Transmission Customer's billing determinants pursuant to the Transmission Provider's billing procedures. If the Transmission Customer does not submit the report within four (4) days of the curtailment, reduction, or load shift, the Transmission Provider shall assess charges based on available data.
- (b) Additional information regarding Service Interruptions can be found in *The Preliminary Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted on the Transmission Provider's OASIS located at the following Internet URL address:

[http://www.nwoasis.org/opi/system\\_news/index.shtm](http://www.nwoasis.org/opi/system_news/index.shtm).

## 11. EMERGENCY PLANNING AND OPERATION

- (a) The Transmission Provider shall be responsible for planning, coordinating, and implementing emergency operation schemes. Examples of such schemes include the NWPP underfrequency Load Shedding program, the undervoltage Load Shedding program, and the system restoration plan. There may be additional schemes that meet the NWPP, WSCC, and RTA reliability planning objectives. If the Transmission Provider identifies reliability objectives beyond the NWPP, WSCC, and RTA objectives, they shall be communicated to the Transmission Customer(s). The need to identify additional objectives may involve anticipated reduction in system restoration time following blackout or brownout emergencies.
- (b) The Transmission Customer shall:
  - (1) participate in the development and implementation of Load Shedding programs for system security;
  - (2) install and maintain the required Load Shedding relays, including underfrequency and undervoltage relays; and
  - (3) participate in system restoration planning. Disputes with any of the requirements specified by the Transmission Provider shall be resolved through the dispute resolution process described in the Tariff.
- (a) Additional information regarding Emergency Planning and Operation can be found in *The Preliminary Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted on the Transmission Provider's OASIS located at the following Internet URL address:

[http://www.nwoasis.org/opi/system\\_news/index.shtm](http://www.nwoasis.org/opi/system_news/index.shtm).

## 12. INFORMATION AND METERING REQUIREMENTS

Requirements and information regarding Information and Metering Requirements can be found in *The Preliminary Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted on the Transmission Provider's OASIS located at the following Internet URL address:

[http://www.nwoasis.org/opi/system\\_news/index.shtm](http://www.nwoasis.org/opi/system_news/index.shtm) .

**13. METERING COSTS**

Requirements and information regarding Metering Costs can be found in *The Preliminary Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted on the Transmission Provider's OASIS located at the following Internet URL address:

[http://www.nwoasis.org/opi/system\\_news/index.shtm](http://www.nwoasis.org/opi/system_news/index.shtm).

**14. COMMUNICATIONS**

Requirements and information regarding Communications can be found in *The Preliminary Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted on the Transmission Provider's OASIS located at the following Internet URL address:

[http://www.nwoasis.org/opi/system\\_news/index.shtm](http://www.nwoasis.org/opi/system_news/index.shtm).

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