
BULLETIN

2009 Network Open Season, Version 12

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This Bulletin describes procedures for participation in the 2009 Network Open Season (NOS). Except as noted, all requirements specified in Transmission Services' Business Practices remain in effect and will apply to NOS.

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1 Policy Reference

This Bulletin implements the following sections of the Open Access Transmission Tariff (OATT): 1.4.1, 1.38.1, 2.2, 17.7, 19.10, 32.6, Attachment ~~00~~.

2 Definitions

Unless otherwise defined herein, capitalized terms are defined in Transmission Services' OATT, 2008 Transmission and Ancillary Service Rate Schedules (Rate Schedules), Federal Energy Regulatory Commission (FERC) OASIS Status Code Definitions, or their successors.

- 2.1 Adjusted Service Date (ASD) Offer: An offer of Transmission Service made in place of a partial term offer. Such offer will maintain the term of service requested by the Customer in the TSR but will have a later service commencement date.
- 2.2 Challenger: A Transmission Customer (Customer) with a Competing Request in the OASIS queue.
- 2.3 Cluster Study: A process for studying a group of ~~Transmission Service Requests (TSRs)~~ in the aggregate. A Cluster Study may be used for a System Impact Study (SIS), System Facilities Study (SFS), environmental review, or other study or analysis necessary to determine system modifications required to provide service.
- 2.4 Conditional Firm Service: A form of less than firm service which ~~BonnevilleBPA~~ may offer under a separate arrangement if Bonneville determines it is unable to provide firm Transmission Service.
- 2.5 Conform: Modify the TSR in OASIS and in the Table, consistent with written directions from the Transmission Provider to allow the Transmission Provider to carry out the requirements of the PTSA and this Bulletin. The Customer must follow such instructions.
- ~~2.5 Contingent Exhibit: An exhibit to the Challenger's Service Agreement that obligates the Challenger to accept all of the available transmission offered under that exhibit if the Defender releases capacity.~~
- 2.6 Defender: A Customer who has submitted a Deferral Request to delay isits Service Commencement Date for transmission services.
- 2.7 Deferral Request: A request submitted over the OASIS to defer transmission service under OATT Section 17.7.
- 2.8 LTF Service: Either Long-Term Firm (LTF) Point-to-Point (PTP) Transmission Service or ~~Long-Term Firm~~LTF Network Integration (NT) Transmission Service.
- 2.9 Network Open Season (NOS): The process by which Transmission Services undertakes to contractually and financially secure a Long-Term Firm commitment from Customers with Eligible TSRs to purchase Long-Term Firm Transmission Service.
- 2.10 Open Season Deadline: 5:00 pm PDT on the date specified in a notice from BonnevilleTransmission Services by which the Customer electing to participate in NOS may sign and return the Precedent Transmission Service

- Agreement (PTSA ~~and~~), Table and provide the completed Exhibit B to Transmission Services, and to provide the Performance Assurance.
- 2.11 Performance Assurance: (A) a Letter of Credit, (B) a security deposit into an Escrow Account, (C) a non-interest bearing cash security deposit with BPA, or (D) a prepayment of transmission service paid to BPA or to the account of BPA under an escrow that the Customer will establish in accordance with section 8 of this Bulletin.
- 2.12 Precedent Transmission Service Agreement (PTSA): An agreement under which an ~~eligible~~Eligible Customer that has submitted an ~~eligible~~Eligible TSR agrees to purchase the LTF Transmission Service requested if Transmission Services satisfies conditions identified in the agreement.
- 2.13 Remainder TSR: The ~~unexecuted~~unoffered portion of a Customer's Parent TSR.
- 2.14 State and Local Governmental Entities: This includes, but is not limited to, municipal corporations, joint operating agencies, joint powers authorities, and utility districts.

3 TSR Eligibility

- 3.1 Transmission Service Requests (TSRs ~~requesting~~) for service over the Bonneville Power Administration (BPA) Network and which are submitted on OASIS by 5 p.m. PDT on June 30, 2009, are eligible for the 2009 NOS with the exception of those TSRs that are:
- 3.1.1 Associated with an effective PTSA, or
- 3.1.2 For which Transmission Services, as of June 1, 2009, has determined it is able to provide LTF Service, or
- 3.1.3 For which the Customer requests that the TSR be excluded from NOS (opts out) consistent with instructions from the Transmission Provider, (Note that for TSRs submitted during the Open Season Window, procedures described in 14.8.2 describe the steps for opting out), or
- 3.1.4 Requests for service over the Montana and California Interties (Northwest AC Intertie and PDCI).
- 3.2 All deficiencies in a TSR, including non-receipt of the application deposit, must be remedied in order for the TSR to be eligible for a PTSA.
- 3.3 TSRs that participated in a previous NOS and for which a determination was made that such TSR could not be moved forward at a rolled-in rate, are required to participate in the upcoming NOS in addition to moving forward with NEPA to maintain an active status in the queue.
- 3.3.1 If a subsequent determination is made that service can be provided for the TSR at the rolled-in rate, some portion of the ~~monies~~funds expended on NEPA may be refundable if the plan of service is unchanged or if a portion of the NEPA work is usable for

the plan of service for which a rolled-in rate determination is made.

3.3.1.1 Such expenditures must have been accounted for by BPA as capital costs and not previously converted to expense to be eligible for such reimbursement.

3.3.1.2 To the extent that some or all of the NEPA work for this plan of service is determined by BPA to be outdated or otherwise not usable at the time that BPA makes the determination to move forward at a rolled-in rate and such NEPA work needs to be redone by BPA, BPA will not reimburse ~~customer~~the Customer for ~~such~~the portion of the NEPA work which cannot be used.

4 Precedent Transmission Service Agreement Offer

4.1 Transmission Services will offer a PTSA for each ~~eligible~~Eligible TSR. The PTSA consists of multiple parts:

4.1.1 The main body, which describes Transmission Services' and Customer requirements and obligations;

4.1.2 The Table attached as Exhibit A, which describes the terms of such service per the Customer's TSR. The Table will be executed when both parties have signed the Table;

4.1.2.1 Upon determination of service to the Customer's TSR and execution of the Table, the Table will be attached to the Customer's Transmission Service ('Umbrella') Agreement; accordingly, the heading centered at the top of the Table cover page, and the Table footers, reference the Customer's Umbrella Agreement (depending on the customer, it may be Exhibit A or C of the Umbrella agreement),

4.1.2.2 A separate reference is made at the top right of the Table cover page, identifying the Table also as Exhibit A to the PTSA, which terminates pursuant to its section 1, after the Table has been incorporated into the Customer's Umbrella Agreement; and

4.1.3 Exhibit B, which identifies information for the customer to provide regarding the TSR.

4.2 Transmission Services will provide two copies each of a PTSA and Table for a customer to sign for each ~~eligible~~Eligible TSR along with two copies of Exhibit B for the Customer to complete.

5 Transmission Services Obligations

5.1 Transmission Services will:

5.1.1 Conduct a NOS process annually.

- 5.1.2 Offer a PTSA to all Customers with an ~~eligible~~Eligible Network TSR in the OASIS queue.
 - 5.1.3 Evaluate, on an ongoing basis, Available Transfer Capability (ATC) and all other determinants of ability to offer LTF Service to determine whether the Customer's TSR may be served in its entirety, or a partial amount offered per the Customer election in the Table.
 - 5.1.4 Perform a Cluster Study to identify transmission system impacts, new facility requirements, the plan of service, and estimated costs as well as any applicable segments of the identified plan of service that should be directly assigned to one or more parties participating in NOS.
 - 5.1.5 Make the rolled-in rate determination, or an offer of Conditional Firm Service, no later than eleven months after the Open Season Deadline, unless otherwise agreed by Transmission Services and the Customer.
 - 5.1.6 Complete the NEPA RODreview and make a decision regarding whether to build the needed transmission system upgrades, or make an offer of Conditional Firm Service, no later than 39 months after the rolled-in rate determination, unless otherwise agreed by Transmission Services and the Customer.
 - 5.1.7 After satisfaction of requirements and the decision to build is made per section 5 of the PTSA, construct new facilities or facility upgrades as necessary to provide the Customer's requested service.
- 5.2 Nothing in this Bulletin alters any of Transmission Services' rights and obligations specified in the PTSA or Table. In the event of a conflict between the terms of this Bulletin and the PTSA or Table, the PTSA or Table ~~controls~~will control.

6 Customer Obligations

- 6.1 The Customer must sign both copies of the PTSA and the Table, and return one copy of the PTSA and both copies of the Table to Transmission Services along with both copies of the completed Exhibit B by the Open Season Deadline or the status of the corresponding TSR in OASIS will be changed to ~~Declined~~DECLINED.
- ~~6.2 The Customer must provide and maintain the required Performance Assurance in accordance with section 8 of this Bulletin.~~
- 6.2 The Customer must provide the information in Exhibit B to the PTSA, consistent with the requirements described in the Exhibit and this Bulletin in ~~section~~step 14.9.
- 6.3 The Customer must provide and maintain the required Performance Assurance in accordance with section 8 of this Bulletin or the status of the corresponding TSR in OASIS will be changed to Declined.
- 6.4 Upon request by BPA, the Customer must Conform its TSR in OASIS and revise the Table in accordance with section 9 of this Bulletin in order to facilitate execution of the Table.

~~6.5~~ Nothing in this Bulletin alters any of the Customer's rights and obligations specified in the PTSA or Table. In the event of a conflict between the terms of this Bulletin and the PTSA or Table, the PTSA or Table ~~controls.~~

~~6.6~~ ~~Transmission Services expects Customers to meet the deadlines and requirements prescribed in the PTSA and current NOS Bulletin.~~

~~6.4.1~~ ~~In the event of a delay, Transmission Services will contact the Customer, assess the situation and determine the appropriate action and remedies at that time. control.~~

6.5 For TSRs that participated in a previous NOS, and for which BPA was unable to make a determination to provide service at rolled-in rates, the customer must proceed with NEPA studies, as well as meet the obligations of subsequent NOS for its TSR to retain an remain active status on its TSR in the queue.

7 Service Duration

7.1 A Customer may extend its initial requested service duration at the time it signs the PTSA and Table without filing a new application by designating the extended period in the Table.

7.2 The Customer may not extend service duration for Redirect TSRs.

8 Performance Assurance Requirement

8.1 All Customers must provide Performance Assurance unless they ~~meets~~satisfy the exception specified in the PTSA section 3(e)(1).

~~8.2~~ ~~If the Customer is not required to provide Performance Assurance pursuant to section 3(e) of the PTSA, Transmission Services will notify the Customer as soon as practicable prior to the Open Season Deadline for providing the Performance Assurance.~~

8.2 Transmission Service will implement the exception in the PTSA section 3(e)(1), a Customer provided Attestation Statement for TSRs which may qualify, as follows:

8.2.1 If the Customer has one or more TSRs which may qualify for the treatment described in PTSA section 3(e)(1), Transmission Services will provide the Customer with an Attestation Statement and instructions on its disposition.

8.2.2 The Attestation Statement will reflect the Customer's assurance, or attestation, that the TSR is associated with a new Network Resource(s) as provided for in section 30.2 of the OATT.

8.2.3 Upon receipt of a valid Attestation Statement, as determined by the Transmission Provider, prior to the Open Season Deadline, the Customer will not be required to provide Performance Assurance for the TSR and associated PTSA.

8.3 Performance Assurance Calculation

8.3.1 PTP Service

8.3.1.1 For PTP Customers, the NOS Performance Assurance must equal the requested PTP Reserved Capacity, ~~and using times~~ the Long-Term Firm rate per section II.A of the PTP-08 rate schedule, not including Ancillary Services, applied to one year of requested Transmission Service.

8.3.2 NT Service

8.3.2.1 For Network Customers not meeting the exception per step ~~13.1.38.2~~ of this Bulletin, the NOS Performance Assurance must be the charge in section II.A per the NT-08 base rate, not including Ancillary Services, applied to projected Transmission Service for one year. The Customer and its Account Executive will determine the appropriate billing factors.

8.4 Performance Assurance Options: Customers must provide Performance Assurance by (1) providing a Letter of Credit, (2) making a non-interest bearing security deposit directly with BPA, (3) establishing and funding a security deposit Escrow Account, or (4) making a prepayment of transmission service by either depositing non-interest bearing funds directly with BPA or establishing and funding a prepayment Escrow Account.

8.5 Letter of Credit: Please contact BPA at the following address for further instruction for Letter of Credit requirements:

Bonneville Power Administration
905 NE 11TH Ave.
Portland, OR 97232
Phone: (503) 230-3970
Fax: (503) 230-4160
Attn: Credit Manager, DBC-3

8.6 Deposit Funds Directly with BPA

8.6.1 Funds deposited with BPA will earn no interest.

8.6.2 Wire transfer process:

8.6.2.1 For instructions to pay the Performance Assurance by electronic transfer to BPA, either through FedWire or Automated Clearing House (ACH), contact your Account Executive or check "How to Pay BPA" http://www.bpa.gov/corporate/business/how_to_pay/ on BPA's website.

8.6.2.2 When using FedWire, after "OBI=" include the words "Transmission Network Open Season Performance Assurance."

8.6.2.3 When using the ACH type of electronic transfer, include the words "Transmission Network Open Season Performance Assurance" in the "memo" field on the transfer.

8.6.2.4 Transmission Services will not declare the Performance Assurance to be invalid if a bank removes information from the "OBI" or "memo" field.

8.7 Deposit Funds into an Escrow Account

8.7.1 Escrow Account and related Escrow Agreement (Agreement) must be with a federally chartered financial institution specified by BPA, which will act as Escrow Agent or Trustee (Trustee) for the Customer. For a list of the institution(s), please contact the Fee Administrator either by telephone or by email as follows:

Phone: (360) 619-6705

Fax: (360) 619-6940

Email address: escrow@bpa.gov

8.7.2 Escrow Account requirements:

8.7.2.1 Customer must ensure that the Trustee notifies BPA of the Trustee's receipt of the deposited funds when deposited, but by no later than the date specified in the PTSA.

8.7.2.2 Customer is solely responsible for the setup costs and administrative fees associated with the Escrow Account.

8.7.2.3 Customer must place the required deposit for each PTSA and associated TSR, in the amount specified by BPA, into the Escrow Account.

8.7.2.4 Additional deposits for separate PTSA/TSR(s) may be made into the existing Escrow Account, but must be separately identified and accounted for in a sub-account.

8.7.2.5 Customer must acknowledge in the Agreement that BPA is the third party beneficiary of the Escrow Account.

8.7.2.6 Customer will be entitled to receive all interest earned on the deposited funds during the period the funds are escrowed. Distribution will be determined pursuant to the Agreement between the Customer and the Trustee.

8.8 Prepayment of Transmission Service

8.8.1 Depositing Funds Directly with BPA

~~8.4.4.1.1 Procedures followed will be consistent with those set forth in section 8.4.2 above.~~

8.8.1.1 Funds deposited with BPA will earn no interest.

8.8.1.2 Customer shall notify the Fee Administrator in writing at the following addresses that the funds deposited with BPA are a prepayment for transmission service.

Fee Administrator
Bonneville Power Administration
Mail Stop TSRM/TPP-2

PO Box 61409
Vancouver, WA 98666-1409

Overnight Express:
Fee Administrator
Bonneville Power Administration
Mail Stop TSRM/TPP-2
7500 NE 41st Street, Suite 130
Vancouver, WA 98662

Phone: (360) 619-6705
Fax: (360)619-6940
Email address: escrow@bpa.gov.

8.8.2 Establishing and Funding an Escrow Account

~~8.4.4.2.1 Procedures followed will be consistent with those set forth in section 8.4.3 above.~~

~~8.4.4.2.2 Customer shall notify the Fee Administrator in writing at the addresses set forth in section 8.4.4.1.2 above that the funds deposited are a prepayment for transmission service. Fee Administrator contact information is provided above in section 8.4.4.1.2.~~

8.8.2.1 Escrow Account and related Escrow Agreement (Agreement) must be with a federally chartered financial institution specified by BPA, which will act as Escrow Agent or Trustee (Trustee) for the Customer. For a list of the institution(s), please contact the Fee Administrator either by telephone or email as follows:

Phone: (360)619-6705
Fax: (360)619-6940
Email address: escrow@bpa.gov

8.8.2.2 Escrow Account Requirements

8.8.2.2.1 Customer must ensure that the Trustee notifies BPA of the Trustee's receipt of the deposited funds when deposited, but by no later than the date specified in the PTSA.

8.8.2.2.2 Customer is solely responsible for the setup costs and administrative fees associated with the Escrow Account.

8.8.2.2.3 Customer must place the required deposit for each PTSA and associated TSR, in the amount specified by BPA, into the Escrow Account.

8.8.2.2.4 Additional deposits for separate PTSA/TSR(s) may be made into the existing Escrow Account, but must be separately identified and accounted for in a sub-account.

- 8.8.2.2.5 Customer must acknowledge in the Agreement that the Escrow Account is for the benefit of BPA.
- 8.8.2.2.6 The Agreement and the accompanying instructions to the Trustee must state that funds deposited into the Escrow Account are a prepayment pursuant to the terms of the PTSA.
- 8.8.2.2.7 Customer will be entitled to receive all interest earned on the deposited funds during the period the funds are escrowed. Distribution will be determined pursuant to the Agreement between the Customer and the Trustee.
- 8.8.2.3 Customer shall notify the Fee Administrator in writing that the funds deposited into Escrow are a prepayment for transmission service. See section 8.8.1.2 for contact information.
- 8.8.2.4 The Agreement and the accompanying instructions to the Trustee must state that funds deposited into the Escrow Account are a prepayment pursuant to the terms of the PTSA.
- 8.8.3 Performance Assurance Provided by State and Local Governmental Entities ~~in the Form of an~~ Outside Counsel Opinion Requirement
 - 8.8.3.1 State and local entities seeking to provide Performance Assurance by other than a Letter of Credit must provide from outside counsel selected by and paid for by the Customer, and reasonably acceptable to BPA, a legal opinion addressed to BPA to the effect that BPA's right to funds under the Performance Assurance is valid and enforceable in accordance with its terms (Outside Counsel Opinion).
 - 8.8.3.2 Any outside Counsel Opinion must be provided to the Fee Administrator at least seven (7) days prior to the Open Season Deadline. See section 8. ~~4-48~~.1.2 for contact information.
- 8.9 Release of Performance Assurance
 - 8.9.1 Performance Assurance will be released consistent with the terms of sections 7(a) and 7(b) of the PTSA.
- 8.10 Ability to Change Form of Performance Assurance
 - 8.10.1 A Customer may change the form of its Performance Assurance not more than once per year to any other form of Performance Assurance allowed by that TSR's PTSA.
 - 8.10.2 To change form of Performance Assurance, contact the Fee Administrator. See section 8.7.1 for contact information.

9 Transmission Services' Acceptance

- 9.1 Queue Update and Determination of LTF Service
- 9.1.1 After Transmission Services has received the Performance Assurance from Customers that sign and return PTSAs and Tables and return completed Exhibit Bs, Transmission Services will update the OASIS queue and remove those TSRs associated with PTSAs that were not signed and returned including completed Exhibit Bs by the Open Season Deadline or for which the required Performance Assurance was not provided by the Open Season Deadline ~~(. The OASIS status becomes "Declined")~~ will be changed to DECLINED.
- 9.1.2 Transmission Services' Reservation Desk will authorize either LTF Service or Conditional Firm Service, in queue order as available and forward pertinent information to the Customer's Account Executive for next steps.
- 9.2 Customer Requirement to Conform TSR upon authorization of LTF Service for a full service award
- 9.2.1 Upon authorization of LTF Service, the Customer's Account Executive will notify the Customer and provide instructions on how to Conform the TSR. If the authorized TSR does not require Conformance, the Customer's Account Executive will initial section 2 of the two original copies of the Customer's Table, and send them to the Customer. The Customer will follow the procedures in stepsteps 9.2.4 and 9.2.5
- 9.2.2 If the TSR requires Conformance, the Customer must submit a new pre-confirmed TSR on OASIS and enter the Customer's existing TSR Assign-Ref number in the Deal Ref field of the new pre-confirmed TSR for cross reference.
- 9.2.3 Transmission Services' Reservation Desk will validate the new pre-confirmed TSR and notify the Customer's Account Executive, who will update and initial section 2 of the original Table and forward the two original copies to the Customer.
- 9.2.4 The Customer must, within 15 calendar days of receipt of the two original copies of the Table, initial section 2 and return both copies to the Transmission Services either by:
- 9.2.4.1 US Postal Service to:
- Bonneville Power Administration
Transmission Sales - TSE-TPP-2
P.O. Box 61409
Vancouver, WA 98666-1409
- 9.2.4.2 FedEx Delivery to:
- Bonneville Power Administration
Transmission Sales - TSE-TPP-2
7500 NE 41st St, Suite 130

Vancouver, WA 98662-7905
Required Telephone Number (360)619-6080

9.2.4.3 Fax: (360) 619-6940

9.2.4.4 E-mail: TXRequests@bpa.gov

9.2.5 If the Customer returns the ~~Table~~Tables by fax or e-mail, Transmission Services must receive the hard copies of the ~~Table~~Tables within five ~~(5)~~ business days after the date of the fax or e-mail but before the deadline.

9.3 Customer requirement to Conform TSR upon authorization of ~~Long-Term Firm~~LTF Service for a partial service award

9.3.1 Upon authorization of LTF Service for a ~~partial-service-award~~Partial Service award, the Customer's Account Executive will notify the Customer and provide instructions on how to Conform the TSR.

9.3.2 The Customer will submit a new pre-confirmed TSR, a demand level matching the newly authorized partial amount, and use the Customer's existing (Parent) TSR Assign-Ref number in the Deal Ref field for cross reference.

9.3.3 At the same time the Customer submits the pre-confirmed TSR, the Customer will also submit a Remainder TSR for the ~~unexecuted/unoffered~~ portion of its Parent TSR, using the same Source/Sink, Point of Receipt /Point of Delivery, and Start/Stop Date information as the Parent TSR; and a reduced demand such that the ~~combination of the~~ demands for the ~~combination of the~~ new pre-confirmed and Remainder TSRs ~~is consistent with~~totals the ~~original~~ demand of the Parent TSR. The Customer will enter the Parent TSR Assign-Ref number into the Deal Ref field of the Remainder TSR for cross-reference and to preserve the original queue position.

9.3.4 Transmission Services' Reservation Desk will validate both the new pre-confirmed and Remainder TSRs and notify the Customer's Account Executive, who will update and initial section 2 of the original Table to reflect the Partial Service award and forward the two original copies to the Customer.

9.3.5 The Customer's Account Executive will also forward to the Customer two copies of a new Table that reflects the Remainder TSR, and which will ~~replace~~supplement the original Table attached to the Customer's PTSA.

9.3.6 The Customer must within 15 calendar days of receipt, initial section 2 of both copies of the original Table, sign both copies of the new Table that reflects the Remainder TSR, and return them to ~~the~~ Transmission Services.

- 9.3.7 For awards of partial demand service, the Customer may elect a new minimum MW threshold for partial demand service in section 1(b)(3) of the Table for the Remainder TSR. The Customer may not declare a new term at this time.
- 9.3.8 The Customer will return all Table copies as described in steps 9.2.4 and 9.2.5 above.
- 9.4 Transmission Services' Acceptance
- 9.4.1 Within two ~~business days~~Business Days of receipt and verification of the two initialed copies of the Table returned by the Customer, Transmission Services ~~will Accept~~change the ~~OASIS status of the~~ TSR to ACCEPTED and will sign the Table. One copy will be returned to the Customer. For Partial Service awards, Transmission Services will retain the two Customer-signed Table copies associated with the Remainder TSR and which will remain attached as Exhibit A to the Customer's PTSA.
- 9.5 Later Determination of LTF Service During the Term of the PTSA
- 9.5.1 If at any time during the term of the PTSA, Transmission Services determines that an offer of LTF Service is available to satisfy a TSR, the steps 9.1.2 through 9.4.1 will apply.
- 9.6 Construction Activities
- 9.6.1 If LTF Service has not been previously available to serve the full amount requested by the Customer, at such time that Transmission Services has satisfied the requirements in section 5 of the PTSA and made the determination to begin construction activities, it will give the Customer notice pursuant to section 5(f) of the PTSA. This notice will include the projected Start Date and Stop Date based on such construction and the parties will proceed pursuant to steps 9.1.2 through 9.4.1 (excluding the steps for ~~partial service~~Partial Service under section 9.3).
- 9.6.2 In the event the Start Date must be revised due to a change in the construction schedule, the Customer must initial the revised date in the Table and Conform its TSR.
- 9.7 ~~9.7~~ Conditional Firm Service
- 9.7.1 Transmission Services may offer Conditional Firm Service as a bridge prior to LTF Service, which the Customer is under no obligation to accept. If Conditional Firm Service is accepted, upon the commencement of LTF Service, Conditional Firm Service will terminate.
- 9.8 Partial Term Service and NOS Participation
- 9.8.1 TSRs that are under a current PTSA are not eligible for partial term service. However, to provide the maximum amount of capacity possible consistent with preserving the full term of service the Customer has requested, where possible Transmission Services will instead make an Adjusted Start Date (ASD) Offer. Such ASD offers

will reflect the full term of service requested by the Customer, beginning on the first day of the month for which Transmission Services can offer service for the full term requested in the TSR.

- 9.8.2 Transmission Services will make ASD offers to TSRs with a current PTSA based on the following timelines:
 - 9.8.2.1 Transmission Services will not make any ASD offers during the NOS window.
 - 9.8.2.2 Transmission Services will make ASD offers beginning at the time of the queue update until the start of the Cluster Study.
 - 9.8.2.3 Transmission Services will not make any ASD offers during the Cluster Study.
 - 9.8.2.4 Once the Cluster Study is complete and the projected completion date of the expansion projects being pursued as a result of the Cluster Study are determined, Transmission Services will only make a ASD offer to the Customer if the start date Transmission Service can offer is on or before the projected completion date of the expansion project(s) if such projects are built.
- 9.8.3 The Customer is under no obligation to accept an ASD offer. If the Customer does not accept such offer, Transmission Services will make no future ASD offer to the Customer for the remainder of the Customer's TSR while the PTSA is in force.
- 9.8.4 If the Customer accepts the ASD offer, the Customer must Conform its TSR to extend the end date in order to match the term length the Customer requested in the PTSA.
 - 9.8.4.1 The Customer may not submit a remainder request for the portion of the original TSR that could not be granted.

10 Cluster Study and Financial Evaluation

- 10.1 Transmission Services will conduct a Cluster Study of all TSRs in the current NOS process in accordance with the terms of the current OATT and the current PTSA.
- 10.2 ~~There~~ Transmission Services will ~~be no not~~ charge ~~to~~ a Customer with an executed PTSA for Cluster Studies conducted ~~on TSRs~~ as part of the NOS.
- 10.3 All expansion projects resulting from the Cluster Study are subject to a determination of Direct Assignment of costs. If Transmission Services determines that costs for transmission service facilities or interconnection facilities should be directly assigned to the Customer, then Transmission Services will exclude the facilities from consideration for BPA financing under the Commercial Infrastructure Financing Proposal (CIFP) evaluation.
- 10.4 Evaluation of costs and revenues under the ~~(CIFP)~~, as amended from time to time:

- 10.4.1 Such financial evaluation will be completed in accordance with the posted process, to determine whether LTF Service can be provided at the rolled-in rate.
- 10.4.2 Final rate determination is to be completed no later than eleven months following the Open Season Deadline unless otherwise agreed by Transmission Services and the Customer.
- 10.5 For TSRs received after June 30, 2009, Transmission Services intends to assess system impacts and required facilities by performing a future Cluster Study. Transmission Services will conduct individual SIS/SFS studies only upon Customer request in accordance with current business practices.

11 National Environmental Policy Act ~~(NEPA) Record of Decision (ROD)~~

- 11.1 Transmission Services is responsible for satisfying obligations under NEPA for new facilities and upgrades that are necessary to provide service. The PTSA, section 5(c), describes ~~BPA's~~ Transmission Service's NEPA obligations.
- 11.2 Transmission Services will fund the ~~Preliminary Engineering~~ preliminary engineering and environmental studies and review required by NEPA ~~for the clusters identified in pursuant to~~ the PTSA where it is determined that new facilities and upgrades ~~that are~~ necessary to provide service can be provided at rolled-in rates per section 10.4 ~~of this Bulletin~~.

12 Facility Construction

- 12.1 After completion of the NEPA ~~ROD, if a build alternative is identified as an option, BPA will review, Transmission Services will~~ determine, in its sole discretion and consistent with the Administrator's statutory authorities, whether to fund and undertake the upgrade to the transmission system.
- 12.2 If ~~BPA~~ Transmission Services makes a decision to fund and build an expansion facility, ~~BPA:~~
- 12.3 Transmission Services will arrange for financing for the construction of facilities. Customers are not required to advance capital for facility construction.
- 12.4 Transmission Services will plan, design and build the required facilities, subject to satisfying its obligations under the PTSA, ~~including the decision to build required facilities after completing NEPA review~~.

13 Processing of TSRs and Authorizations for LTF Service during NOS Window

- 13.1 In order to integrate its existing ~~business practices~~ Business Practices with the NOS process, Transmission Services is processing TSRs as follows:
 - 13.1.1 ~~Effective For Eligible TSRs received from~~ June 1 ~~to~~ through June 30 2009 all LTF Service offers will be in the form of a PTSA, with the following exceptions:

- Transmission Services will continue to grant requests for long-term Reservation Priority under section 2.2 of the OATT;
- Deferrals under section 17.7 of the OATT and Transfers under section 23 of the OATT will still be processed;
- Offers to TSRs that are on the Southern and Montana Interties will continue to be processed.
- Transmission Services will continue to conduct Network competitions under sections 2.2 and 17.7 of the OATT if the Competing Request is a NOS 2008 PTSA holder. Network competitions under sections 2.2 and 17.7 of the OATT in which the Competing Request is not a NOS 2008 PTSA holder will resume following the queue update;
- LTF Service and Conditional Firm Service offers for parties with PTSAs in place from 2008 NOS will continue to be processed. Any offers of Conditional Firm Service for parties with a signed and secured 2009 NOS PTSA will be made after the 2009 NOS queue update is complete.

13.1.2 Requests for assignments, rollovers and deferrals of existing Tables (that have been signed by both the Customer and BPA) during NOS will be processed in accordance with existing ~~business practices~~Business Practices and this Bulletin, as applicable.

13.1.3 Requests for Redirects

13.1.3.1 ~~Transmission Services will grant requests~~Requests for Redirects of Eligible TSRs that are ~~subject to a PTSA~~pending during the window will be processed in accordance with its *Redirect* Business Practice and the procedures contained in the ATC Methodology Document as follows:

13.1.3.2 Where LTF Service is available, Transmission Services will offer and the Customer must return the signed PTSA and Table and the completed Exhibit B, the Performance Assurance requirements will not apply, and Transmission Services will sign the Table at any time after the Customer submits the signed PTSA and the processes described in the *Redirect* Business Practice are completed. A customer may not extend its service duration where a PTSA is offered for a Redirect Request.

13.1.3.3 Where LTF Service is not available, Transmission Services will offer a PTSA and Table along with Exhibit B and the Customer must return the signed PTSA and Table and the completed Exhibit B. In these instances, the Performance Assurance requirements do apply, and the Customer's TSR will be considered with all other eligible TSRs in the Cluster Study. Partial ~~service~~Service election is not applicable ~~where full ATC~~

~~is available and for Redirect TSRs offered under the PTSAPTSA.~~

14 Special Terms

- 14.1 Redirects: Transmission Services may, only upon a 24 month notice, modify its ATC Methodology to change or remove the methodology for evaluating Redirect and NT modification of service request, where such modification has an adverse impact on the Customer's ability to ~~redirect~~Redirect. Such notice will not apply where BPA-Transmission Services is subject to mandatory reliability standards or a FERC compliance order where ~~failure~~Failure to ~~comply~~Comply would otherwise subject BPA-Transmission Services to penalties or denial of an acceptable reciprocity tariff, in which case Transmission Services may modify such methodology by the deadline for compliance.
- 14.2 For TSRs where a Newpoint on the BPA Network is being requested by the Customer, refer to the *Requesting Transmission Service* Business Practice.
- 14.3 Partial Service
- 14.3.1 Partial Demand Service
- 14.3.1.1 The PTP Customer may make an election in section 1(b)(3) of the Table to specify whether it will accept a partial demand service amount and if so, the minimum MW amount it will accept. This election does not apply to offers of Conditional Firm Service or to NT Customers.
- 14.3.1.2 If the Customer elects to accept a partial demand service award and specifies a minimum MW amount, it is obligated to take any offer of LTF Service equal to or exceeding the minimum MW amount specified.
- 14.3.1.3 If the Customer does not make an election of partial service in section 1(b)(3), ~~and~~ Transmission Services will not make any offer of partial demand service.
- ~~14.3.2 Partial Term Service: Transmission Services will consider an offer if determined to be consistent with criteria including the Customer's commitment based on Service Duration and, as applicable, the Customer maintaining its Reservation Priority (Rollover) rights.~~
- ~~14.3.2.1 TSR Conformance: Transmission Services and the Customer will follow the partial service TSR Conformance procedures described in step 9.3.~~
- 14.3.3 Release of Performance Assurance: In the event of a partial service award, within 180 days of the commencement of either Conditional Firm Service or LTF service, and in accordance with section 7(a) or 7(b) of the PTSA, Transmission Services will release a pro-rata share of the Customer's Performance Assurance.
- 14.4 Transfer and Assignment

- 14.4.1 Prior to the time the Table is signed by Transmission Services, and in the event a Customer desires to assign its PTSA/Table to a successor in interest, such Transfer is subject to the consent of Transmission Services, including the conditions in this Transfer and Assignment section.
 - 14.4.2 In order to accommodate such Transfer on written notice from the Customer, the Customer's Account Executive will communicate to the Customer procedures relating primarily to the following criteria: (i) the successor in interest must be qualified as an Eligible Customer, with requisite creditworthiness, and having executed a PTP Enabling Agreement, and all other required registrations such as OASIS, (ii) the successor in interest must comply with all other NOS requirements, such as the provision of required Performance Assurance, and (iii) must complete the steps necessary for the transfer of the Customer's TSR.
 - 14.4.3 The Customer must have completed the procedures referred to in step 14.4.2, at least 60 days prior to the effective date of the Transfer.
 - 14.4.4 Assignment of the Table: After ~~BPA-Transmission Services~~ has signed the Table, the Customer may ~~assign~~ Transfer or Resale in accordance with the OATT and ~~Assignment~~ OASIS Transfer of Transmission Services-Service Business Practice.
- 14.5 Generator Interconnection Linkage:
- 14.5.1 Transmission Services will offer a PTSA to Customers with a linked Generator Interconnection Request, but the Customer is not required to sign the PTSA and Table in order to remain in the OASIS queue.
 - 14.5.2 Unless a PTSA and Table are signed, the requested transmission service will not be included in the Cluster Study and the Customer will be required to individually execute and fund separate study agreements, including NEPA, and to advance fund any required construction.
 - 14.5.3 Notwithstanding 14.5.1 and 14.5.2 above, no new linked Generator Interconnection Requests will be accepted. Transmission Services ~~is suspending~~ suspended its linkage rules as described in the New Customer Application, Generator Interconnection - Large, and Long-Term Firm Queue Management Business Practices for the 2009 NOS.
- 14.6 Deferral Competitions
- 14.6.1 If Transmission Services releases capacity to a Customer with a PTSA and Table, ~~(i.e., provides service), using~~ the Reserved Capacity of another ~~transmission~~ Customer pursuant to section 17.7 of the OATT, the Customer with a PTSA must commence service for the ~~Reserved Capacity~~ capacity in the Table without future commencement of service extensions.

14.6.2 If the Customer with a PTSA requests to extend the commencement of service, pursuant to section 17.7 of the OATT, for the Reserved Capacity in the Table, and, as a result, all or part of the Customer's Reserved Capacity would need to be released in order to satisfy a competing request for LTF Service, the Customer with a PTSA must commence service for the entire Reserved Capacity in the Table on the Start Date of the competing request.

14.7 Customer Option Relating to Service Duration

14.7.1 Credit will be applied against the Customer's Service Duration obligation in accordance with section 6(a) of the PTSA.

14.8 Customer Option for ~~consideration outside~~ Consideration Outside the NOS Process

14.8.1 ~~In a separate notice,~~ Transmission Services will givenotify Customers with Eligible TSRs submitted prior to June 1, 2009 ~~theof their~~ option to be ~~considered outside the NOS Cluster Study process, studied~~ individually under traditional OATT practices, including Customer responsibility for costs of studies and the ultimate construction of facilities. Unless the Customer responds to elect such consideration on an individual basis within a prescribed 10 calendar day deadline, Transmission Services will proceed under the terms of the PTSA and this Bulletin.

14.8.2 For Eligible TSRs ~~which may be~~ submitted between June 1, 2009 and 5:00 pm PDT on June 30, 2009, any Customer electing consideration on an individual basis must indicate this election in the Assign Ref comment field in its submittal of the TSR, and confirm the election in writing to Transmission Services within 10 calendar days of such submittal.

~~14.9~~ 14.9 Exhibit B

~~14.9.1~~ Exhibit B has been added to the PTSA to provide Transmission Services with additional information to be used to develop the assumptions for the Cluster Study.

14.9.1.1 ~~_____~~ System sales are valid sources for Exhibit B. In such cases, all the resources which may be used to supply the system sale must be listed in Exhibit B.

14.9.1.2 ~~_____~~ Newpoint is a valid POR for a TSR. In such cases, please specify the physical location of the resources by, for example, citing the Generation Interconnection request number or providing physical GPS coordinates for the resource under development.

14.9.1.3 ~~_____~~ Send any modifications to Exhibit B to studyrequests@bpa.gov as soon as reasonably possible after identification that the information previously supplied is has changed. For purposes of the Cluster Study, Transmission Services will use updated information for consideration of actual system needs associated with BPA's final decision to proceed with construction of projects that may proceed at embedded rates.

15 Related Business Practices

Except as noted here all requirements specified in Transmission Services' Business Practices remain in effect and will apply to the NOS process. Transmission Services Business Practices can be found at

http://www.transmission.bpa.gov/Business/Business_Practices/default.cfmhttp://www.transmission.bpa.gov/Business/Business_Practices/default.cfm