

**BONNEVILLE POWER ADMINISTRATION
TRANSMISSION SERVICES**

OPEN ACCESS TRANSMISSION TARIFF

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I. COMMON SERVICE PROVISIONS

1 Definitions

1.1 Affiliate:

With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

1.2 Ancillary Services:

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

1.3 Annual Transmission Costs:

(Intentionally Omitted).

1.4 Application:

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

1.4.1 Cluster Study

A process for studying a group of transmission service requests in the aggregate. A Cluster Study may be used for a System Impact Study, Facilities Study, environmental review, or other study or analysis that is necessary to determine system modifications needed to provide service.

1.5 Commission:

The Federal Energy Regulatory Commission.

1.6 Completed Application:

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

1.7 Control Area:

An electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

1. match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);
2. maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;
3. maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and

4. provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

1.8 Curtailment:

A reduction in firm or non-firm transmission service in response to a transfer capability shortage as a result of system reliability conditions.

1.9 Delivering Party:

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

1.10 Designated Agent:

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

1.11 Direct Assignment Facilities:

Facilities or portions of facilities that are constructed by the Transmission Provider for the sole use/benefit of a particular Transmission Customer requesting service under the Tariff. Direct Assignment Facilities shall be specified in the Service Agreement that governs service to the Transmission Customer.

1.12 Eligible Customer:

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- (i) Any electric utility (including the Transmission Provider and any power marketer), Federal power marketing agency, or any person generating electric energy for sale for resale is an Eligible Customer under the Tariff. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by Section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided to such entity's customer that qualifies as an Eligible Customer pursuant to subsections (ii) or (iii) below.
- (ii) Pursuant to a voluntary offer by the Transmission Provider, a retail customer of a distribution utility taking unbundled transmission service pursuant to a state retail access program (or taking unbundled transmission service as offered service by its distribution utility) or any Federal entity eligible under law to purchase Federal power is an Eligible Customer under the Tariff.
- (iii) A direct service industry to which the Bonneville Power Administration is authorized to sell power under the Pacific Northwest Electric Power Planning and Conservation Act shall be an Eligible Customer under the Tariff.

1.13 Facilities Study:

An engineering study conducted by the Transmission Provider to determine

the required modifications to the Transmission Provider's Transmission System, including the cost and scheduled completion date for such modifications, that will be required to provide the requested transmission service.

1.14 Firm Point-To-Point Transmission Service:

Transmission Service under this Tariff that is reserved and/or scheduled between specified Points of Receipt and Delivery pursuant to Part II of this Tariff.

1.15 Good Utility Practice:

Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).

1.16 Interruption:

A reduction in non-firm transmission service due to economic reasons pursuant to Section 14.7.

1.17 Load Ratio Share:

(Intentionally Omitted).

1.18 Load Shedding:

The systematic reduction of system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, or voltage control considerations under Part III of the Tariff.

1.19 Long-Term Firm Point-To-Point Transmission Service:

Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of one year or more.

1.20 Native Load Customers:

The wholesale and retail power customers of the Transmission Provider on whose behalf the Transmission Provider, by statute, franchise, regulatory requirement, or contract, has undertaken an obligation to construct and operate the Transmission Provider's system to meet the reliable electric needs of such customers.

1.21 Network Customer:

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

1.22 Network Integration Transmission Service:

The transmission service provided under Part III of the Tariff.

1.23 Network Load:

The load that a Network Customer designates for Network Integration Transmission Service under Part III of the Tariff. The Network Customer's Network Load shall include all load served by the output of any Network Resources designated by the Network Customer. A Network Customer may elect to designate less than its total load as Network Load but may not designate only part of the load at a discrete Point of Delivery. Where a Eligible Customer has elected not to designate a particular load at discrete points of delivery as Network Load, the Eligible Customer is responsible for making separate arrangements under Part II of the Tariff for any Point-To-Point Transmission Service that may be necessary for such non-designated load.

1.24 Network Operating Agreement:

An executed agreement that contains the terms and conditions under which the

Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Network Integration Transmission Service under Part III of the Tariff.

1.25 Network Operating Committee:

A group made up of representatives from the Network Customer(s) and the Transmission Provider established to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Part III of this Tariff.

1.26 Network Resource:

Any designated generating resource owned, purchased or leased by a Network Customer under the Network Integration Transmission Service Tariff.

Network Resources do not include any resource, or any portion thereof, that is committed for sale of one year or more to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program.

1.27 Network Upgrades:

Modifications or additions to transmission-related facilities that are integrated with and support the Transmission Provider's overall Transmission System for

the general benefit of all users of such Transmission System.

1.28 Non-Firm Point-To-Point Transmission Service:

Point-To-Point Transmission Service under the Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Section 14.7 under Part II of this Tariff. Non-Firm Point-To-Point Transmission Service is available on a stand-alone basis for periods ranging from one hour to one month.

1.29 Non-Firm Sale:

(Intentionally Omitted)

1.30 Open Access Same-Time Information System (OASIS):

The information system and standards of conduct contained in Part 37 of the Commission's regulations and all additional requirements implemented by subsequent Commission orders dealing with OASIS.

1.31 Part I:

Tariff Definitions and Common Service Provisions contained in Sections 2 through 12.

1.32 Part II:

Tariff Sections 13 through 27 pertaining to Point-To-Point Transmission

Service in conjunction with the applicable Common Service Provisions of Part

I and appropriate Schedules and Attachments.

1.33 Part III:

Tariff Sections 28 through 35 pertaining to Network Integration Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

1.34 Parties:

The Transmission Provider and the Transmission Customer receiving service under the Tariff.

1.35 Point(s) of Delivery:

Point(s) on the Transmission Provider's Transmission System, or points on other utility systems, where capacity and energy transmitted by the Transmission Provider will be made available to the Receiving Party under Parts II and III of the Tariff. The Point(s) of Delivery shall be specified in the Service Agreement for Long-Term Firm Point-to-Point and Network Integration Transmission Service.

1.36 Point(s) of Receipt:

Point(s) of interconnection on the Transmission Provider's Transmission System where capacity and energy will be made available to the Transmission

Provider by the Delivering Party under Parts II and III of the Tariff. The Point(s) of Receipt shall be specified in the Service Agreement for Long-Term Firm Point-to-Point and Network Integration Transmission Service.

1.37 Point-To-Point Transmission Service:

The reservation and transmission of capacity and energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Part II of the Tariff.

1.38 Power Purchaser:

The entity that is purchasing the capacity and energy to be transmitted under the Tariff.

1.38.1 Precedent Transmission Service Agreement

An agreement under which an Eligible Customer that has submitted a transmission service request agrees to take and pay for the transmission service requested if the Transmission Provider satisfies conditions identified in the agreement.

1.39 Pre-Confirmed Application:

An Application that commits the Eligible Customer to execute a Service Agreement upon receipt of notification that the Transmission Provider can

provide the requested Transmission Service.

1.40 Receiving Party:

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

1.41 Regional Transmission Group (RTG):

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

1.42 Reserved Capacity:

The maximum amount of capacity and energy that the Transmission Provider agrees to transmit for the Transmission Customer over the Transmission Provider's Transmission System between the Point(s) of Receipt and the Point(s) of Delivery under Part II of the Tariff. Reserved Capacity shall be expressed in terms of whole megawatts on a sixty (60) minute interval (commencing on the clock hour) basis.

1.43 Service Agreement:

The initial agreement and any amendments or supplements thereto entered

into by the Transmission Customer and the Transmission Provider for service under the Tariff.

1.44 Service Commencement Date:

The date the Transmission Provider begins to provide service pursuant to the terms of an executed Service Agreement, or the date the Transmission Provider begins to provide service in accordance with Section 15.3 or Section 29.1 under the Tariff.

1.45 Short-Term Firm Point-To-Point Transmission Service:

Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of less than one year.

~~[UNDER REVIEW]~~

1.46 System Condition

A specified condition on the Transmission Provider's system or on a neighboring system, such as a constrained transmission element or flowgate, that may trigger Curtailment of Long-Term Firm Point-to-Point Transmission Service using the curtailment priority pursuant to Section 13.6. Such conditions must be identified in the Transmission Customer's Service Agreement.

~~[UNDER REVIEW]~~

1.47 System Impact Study:

An assessment by the Transmission Provider of (i) the adequacy of the Transmission System to accommodate a request for either Firm Point-To-Point Transmission Service or Network Integration Transmission Service and (ii) whether any additional costs may be incurred in order to provide transmission service.

1.48 Third-Party Sale:

Any sale for resale in interstate commerce to a Power Purchaser that is not designated as part of Network Load under the Network Integration Transmission Service.

1.49 Transmission Customer:

Any Eligible Customer (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests to initiate service in the absence of an executed service agreement under Part II of the Tariff. This term is used in the Part I Common Service Provisions to include customers receiving transmission service under Part II and Part III of this Tariff.

1.50 Transmission Provider:

The Bonneville Power Administration, which owns, controls, or operates

facilities used for the transmission of electric energy in interstate commerce and provides transmission service under the Tariff.

**1.51 Transmission Provider's Monthly Transmission System Peak:
(Intentionally Omitted)**

1.52 Transmission Service:

Point-To-Point Transmission Service provided under Part II of the Tariff on a firm and non-firm basis.

1.53 Transmission System:

The facilities owned, controlled or operated by the Transmission Provider that are used to provide transmission service under Part II and Part III of the Tariff.

2 Initial Allocation and Renewal Procedures

2.1 Initial Allocation of Available Transfer Capability:

(Intentionally Omitted)~~[UNDER REVIEW]~~

2.2 Reservation Priority For Existing Firm Service Customers:

Existing firm service customers (wholesale requirements and transmission-only, with a contract term of five years or more other than customers that have signed a Precedent Transmission Service Agreement under sections 19.10 or 32.6), have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed. Existing firm service

customers whose Service Agreement includes service requested under a Precedent Transmission Service Agreement with a contract term of five years or more for the service requested under a Precedent Transmission Service Agreement, have the right to continue to take transmission service from the Transmission Provider when such contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase capacity and energy from the Transmission Provider or elects to purchase capacity and energy from another supplier. If at the end of the contract term, the Transmission Provider's Transmission System cannot accommodate all of the requests for transmission service, the existing firm service customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current rate, as determined pursuant to Section 7 of the Pacific Northwest Electric Power Planning and Conservation Act of 1980 (Northwest Power Act), for such service; provided that, the firm service customer shall have a right of first refusal at the end of such service only if the new contract is for five years or more. The existing firm service customer must provide notice to the Transmission Provider whether it will exercise its right of first refusal no less than one year prior to the expiration date of its transmission service agreement. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract

terms of five years or longer.

~~[UNDER REVIEW]~~

3 Ancillary Services

Ancillary Services are needed with transmission service to maintain reliability within and among the Control Areas affected by the transmission service. The Transmission Provider is required to provide (or offer to arrange with the local Control Area operator as discussed below), and the Transmission Customer is required to purchase, the following Ancillary Services (i) Scheduling, System Control and Dispatch, and (ii) Reactive Supply and Voltage Control from Generation or Other Sources.

The Transmission Provider is required to offer to provide (or offer to arrange with the local Control Area operator as discussed below) the following Ancillary Services only to the Transmission Customer serving load within the Transmission Provider's Control Area (i) Regulation and Frequency Response, (ii) Energy Imbalance, (iii) Operating Reserve - Spinning, and (iv) Operating Reserve - Supplemental. The Transmission Customer serving load within the Transmission Provider's Control Area is required to acquire these Ancillary Services, whether from the Transmission Provider, from a third party, or by self-supply.

The Transmission Provider is required to provide (or offer to arrange with the BPA's Proposed – 2018 – 212 New Tariff – ~~August~~April 2018 Pre-Decisional. For Discussion Purposes Only.

local Control Area Operator as discussed below), to the extent it is physically feasible to do so from its resources or from resources available to it, Generator Imbalance Service when Transmission Service is used to deliver energy from a generator located within its Control Area. The Transmission Customer using Transmission Service to deliver energy from a generator located within the Transmission Provider's Control Area is required to acquire Generator Imbalance Service, whether from the Transmission Provider, from a third party, or by self-supply.

The Transmission Customer may not decline the Transmission Provider's offer of Ancillary Services unless it demonstrates that it has acquired the Ancillary Services from another source. The Transmission Customer must list in its Application which Ancillary Services it will purchase from the Transmission Provider. A Transmission Customer that exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery or an Eligible Customer that uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved is required to pay for all of the Ancillary Services identified in this section that were provided by the Transmission Provider associated with the unreserved service. The Transmission Customer or Eligible Customer will pay for Ancillary Services based on the amount of transmission service it used but did not reserve.

If the Transmission Provider is a public utility providing transmission service but is not a Control Area operator, it may be unable to provide some or all of the Ancillary Services. In this case, the Transmission Provider can fulfill its obligation to provide Ancillary Services by acting as the Transmission Customer's agent to secure these Ancillary Services from the Control Area operator. The Transmission Customer may elect to (i) have the Transmission Provider act as its agent, (ii) secure the Ancillary Services directly from the Control Area operator, or (iii) secure the Ancillary Services (discussed in Schedules 3, 4, 5, 6, 9 and 10) from a third party or by self-supply when technically feasible.

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

The specific Ancillary Services, prices and/or compensation methods are described on the Schedules that are attached to and made a part of the Tariff.

Three principal requirements apply to discounts for Ancillary Services provided by the Transmission Provider in conjunction with its provision of transmission service as follows: (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an Affiliate's use) must occur solely by posting on the

OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. A discount agreed upon for an Ancillary Service must be offered for the same period to all Eligible Customers on the Transmission Provider's system. Sections 3.1 through 3.8 below list the Ancillary Services.

3.1 Scheduling, System Control and Dispatch Service:

The rates and/or methodology are described in Schedule 1.

3.2 Reactive Supply and Voltage Control from Generation or Other Sources Service:

The rates and/or methodology are described in Schedule 2.

3.3 Regulation and Frequency Response Service:

Where applicable the rates and/or methodology are described in Schedule 3.

3.4 Energy Imbalance Service:

Where applicable the rates and/or methodology are described in Schedule 4.

3.5 Operating Reserve - Spinning Reserve Service:

Where applicable the rates and/or methodology are described in Schedule 5.

3.6 Operating Reserve - Supplemental Reserve Service:

Where applicable the rates and/or methodology are described in Schedule 6.

3.7 Generator Imbalance Service:

Where applicable the rates and/or methodology are described in Schedule 9.

3.8 Capacity for Generator Imbalance Service:

Where applicable the rates and/or methodology are described in Schedule 10.

4 Open Access Same-Time Information System (OASIS)

Terms and conditions regarding Open Access Same-Time Information System and standards of conduct are set forth in 18 CFR § 37 of the Commission's regulations (Open Access Same-Time Information System and Standards of Conduct for Public Utilities) and 18 C.F.R. § 38 of the Commission's regulations (Business Practice Standards and Communication Protocols for Public Utilities). In the event available transfer capability as posted on the OASIS is insufficient to accommodate a request for firm transmission service, additional studies may be required as provided by this Tariff pursuant to Sections 19 and 32.

The Transmission Provider shall post on OASIS and its public website an electronic link to all rules, standards and practices that (i) relate to the terms and conditions of transmission service, (ii) are not subject to a North American Energy Standards Board (NAESB) copyright restriction, and (iii) are not otherwise included in this Tariff. The Transmission Provider shall post on OASIS and on its public website an electronic link to the NAESB website where any rules, standards and practices that are protected by copyright may be obtained. The Transmission

Provider shall also post on OASIS and its public website an electronic link to a statement of the process by which the Transmission Provider shall add, delete or otherwise modify the rules, standards and practices that are not included in this tariff. Such process shall set forth the means by which the Transmission Provider shall provide reasonable advance notice to Transmission Customers and Eligible Customers of any such additions, deletions or modifications, the associated effective date, and any additional implementation procedures that the Transmission Provider deems appropriate.

5 Local Furnishing Bonds (Intentionally Omitted)

5.1 Transmission Providers That Own Facilities Financed by Local Furnishing Bonds:

(Intentionally Omitted.)

5.2 Alternative Procedures for Requesting Transmission Service:

(Intentionally Omitted.)

6 Reciprocity

A Transmission Customer receiving transmission service under this Tariff agrees to provide comparable transmission service that it is capable of providing to the Transmission Provider on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer's corporate

Affiliates. A Transmission Customer that is a member of, or takes transmission service from, a power pool, Regional Transmission Group, Regional Transmission Organization (RTO), Independent System Operator (ISO) or other transmission organization approved by the Commission for the operation of transmission facilities also agrees to provide comparable transmission service to the transmission-owning members of such power pool and Regional Transmission Group, RTO, ISO or other transmission organization on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer's corporate Affiliates.

This reciprocity requirement applies not only to the Transmission Customer that obtains transmission service under the Tariff, but also to all parties to a transaction that involves the use of transmission service under the Tariff, including the power seller, buyer and any intermediary, such as a power marketer. This reciprocity requirement also applies to any Eligible Customer that owns, controls or operates transmission facilities that uses an intermediary, such as a power marketer, to request transmission service under the Tariff. If the Transmission Customer does not own, control or operate transmission facilities, it must include in its Application a sworn statement of one of its duly authorized officers or other

representatives that the purpose of its Application is not to assist an Eligible Customer to avoid the requirements of this provision.

7 Billing and Payment

7.1 Billing Procedure:

Within a reasonable time after the first day of each month, the Transmission Provider shall submit an invoice to the Transmission Customer for the charges for all services furnished under the Tariff during the preceding month. The invoice shall be paid by the Transmission Customer within twenty (20) days of receipt. All payments shall be made in immediately available funds payable to the Transmission Provider, or by wire transfer to a bank named by the Transmission Provider.

7.2 Interest on Unpaid Balances:

Interest on any unpaid amounts (including amounts placed in escrow) shall be calculated in accordance with the methodology specified for interest on refunds in the Commission's regulations at 18 C.F.R. § 35.19a(a)(2)(iii).

Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by the Transmission Provider.

7.3 Customer Default:

In the event the Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to the Transmission Provider on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Transmission Provider notifies the Transmission Customer to cure such failure, a default by the Transmission Customer shall be deemed to exist. Upon the occurrence of a default, the Transmission Provider may notify the Transmission Customer that it plans to terminate services in sixty (60) days. The Transmission Customer may use the dispute resolution procedures to contest such termination. In the event of a billing dispute between the Transmission Provider and the Transmission Customer, the Transmission Provider will continue to provide service under the Service Agreement as long as the Transmission Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then the Transmission Provider may provide notice to the Transmission Customer of its intention to suspend service in sixty (60) days.

8 Accounting for the Transmission Provider's Use of the Tariff

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

8.1 Transmission Revenues:

Include in a separate operating revenue account or subaccount the revenues it receives from Transmission Service when making Third-Party Sales under Part II of the Tariff.

8.2 Study Costs and Revenues:

Include in a separate transmission operating expense account or subaccount, costs properly chargeable to expense that are incurred to perform any System Impact Studies or Facilities Studies which the Transmission Provider conducts to determine if it must construct new transmission facilities or upgrades necessary for its own uses, including making Third-Party Sales under the Tariff; and include in a separate operating revenue account or subaccount the revenues received for System Impact Studies or Facilities Studies performed when such amounts are separately stated and identified in the Transmission Customer's billing under the Tariff.

9 Regulatory Filings

Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the right of the Transmission Provider to unilaterally make changes in terms and conditions, classification of service, or Service

Agreement after the Transmission Provider conducts a hearing under Section 212(i)(2)(A) of the Federal Power Act. The Transmission Provider may, subject to the provisions of the applicable Service Agreement under this Tariff, change the rates that apply to transmission service pursuant to applicable law.

Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the ability of any Party receiving service under the Tariff to exercise its rights under the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder.

10 Force Majeure and Indemnification

10.1 Force Majeure:

An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing.

Neither the Transmission Provider nor the Transmission Customer will be considered in default as to any obligation under this Tariff if prevented from

fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Tariff.

10.2 Indemnification:

(a) The Transmission Customer shall at all times indemnify, defend, and save the Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Transmission Provider's performance of its obligations under this Tariff on behalf of the Transmission Customer, except in cases of negligence or intentional wrongdoing by the Transmission Provider.

(b) If the Transmission Provider and the Transmission Customer are Parties to the Agreement Limiting Liability Among Western

Interconnected Systems, such agreement shall continue in full force and effect as between the Parties.

11 Creditworthiness

For the purposes of determining the ability of the Transmission Customer to meet its obligations related to service hereunder, the Transmission Provider will require the Transmission Customer to complete credit review procedures. The Transmission Provider's credit review procedures are posted on its OASIS.

12 Dispute Resolution Procedures

12.1 Internal Dispute Resolution Procedures:

Any dispute between a Transmission Customer and the Transmission Provider involving transmission service under the Tariff (excluding rate changes) shall be referred to a designated senior representative of the Transmission Provider and a senior representative of the Transmission Customer for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days [or such other period as the Parties may agree upon] by mutual agreement, such dispute may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

12.2 External Arbitration Procedures:

Any arbitration initiated under the Tariff shall be conducted before a single

neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and any applicable Commission regulations or Regional Transmission Group rules.

12.3 Arbitration Decisions:

Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and any Service Agreement entered into under the Tariff and shall have no power to modify or change any

of the above in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act and/or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service or facilities.

12.4 Costs:

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:

1. the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or
2. one half the cost of the single arbitrator jointly chosen by the Parties.

12.5 Rights Under The Federal Power Act:

Nothing in this section shall restrict the rights of any party to file a Complaint with the Commission under relevant provisions of the Federal Power Act.

II. POINT-TO-POINT TRANSMISSION SERVICE

Preamble

The Transmission Provider will provide Firm and Non-Firm Point-To-Point
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Pre-Decisional. For Discussion Purposes Only.

Transmission Service pursuant to the applicable terms and conditions of this Tariff.

Point-To-Point Transmission Service is for the receipt of capacity and energy at designated Point(s) of Receipt and the transfer of such capacity and energy to designated Point(s) of Delivery. . If and to the extent that the Transmission Provider has established separate rates for Transmission Service over one or more segments, separate rates shall be charged for Transmission Service over such separate segments.

13 Nature of Firm Point-To-Point Transmission Service

13.1 Term:

The minimum term of Firm Point-To-Point Transmission Service shall be one day and the maximum term shall be specified in the Service Agreement.

[UNDER REVIEW]

13.2 Reservation Priority:

(i) Long-Term Firm Point-To-Point Transmission Service shall be available on a first-come, first-served basis i.e., in the chronological sequence in which each Transmission Customer has requested service.

(ii) Reservations for Short-Term Firm Point-To-Point Transmission Service will be conditional based upon the length of the requested transaction or reservation. However, Pre-Confirmed Applications for Short-Term Point-to-Point Transmission Service will receive priority over earlier-submitted

requests that are not Pre-Confirmed and that have equal or shorter duration.

Among requests or reservations with the same duration and, as relevant, pre-confirmation status (pre-confirmed, confirmed, or not confirmed), priority will be given to an Eligible Customer's request or reservation that offers the highest price, followed by the date and time of the request or reservation.

(iii) If the Transmission Provider's business practices establish an earliest time when requests for Short-Term Firm Point-to-Point Transmission Service may be submitted, any requests for such service submitted within five minutes after that time shall be deemed to have been submitted simultaneously. Among such requests with the same priority based on duration, pre-confirmation status and price, priority will be based on a random lottery. The Transmission Provider shall post on its OASIS the allocation methodology and associated business practices.

(iv) If the Transmission System becomes oversubscribed, requests for service may preempt competing reservations up to the following conditional reservation deadlines: one day before the commencement of daily service, one week before the commencement of weekly service, and one month before the commencement of monthly service. Before the conditional reservation deadline, if available transfer capability is insufficient to satisfy all requests and reservations, an Eligible Customer with a reservation for shorter term

service or equal duration service and lower price has the right of first refusal to match any longer term request or equal duration service with a higher price before losing its reservation priority. A longer term competing request for Short-Term Firm Point-To-Point Transmission Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in section 13.8) from being notified by the Transmission Provider of a longer-term competing request for Short-Term Firm Point-To-Point Transmission Service. When a longer duration request preempts multiple shorter duration reservations, the shorter duration reservations shall have simultaneous opportunities to exercise the right of first refusal. Duration, price and time of response will be used to determine the order by which the multiple shorter duration reservations will be able to exercise the right of first refusal. After the conditional reservation deadline, service will commence pursuant to the terms of Part II of the Tariff.

~~(iv)~~ **[UNDER REVIEW]**

(v) Firm Point-To-Point Transmission Service will always have a reservation priority over Non-Firm Point-To-Point Transmission Service under the Tariff. All Long-Term Firm Point-To-Point Transmission Service will have equal reservation priority with Native Load Customers and Network

Customers. Reservation priorities for existing firm service customers are provided in Section 2.2.

13.3 Use of Firm Transmission Service by the Transmission Provider:

The Transmission Provider will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under agreements executed on or after [insert effective date of this Tariff]. The Transmission Provider will maintain separate accounting, pursuant to Section 8, for any use of the Point-To-Point Transmission Service to make Third-Party Sales.

13.4 Service Agreements:

The Transmission Provider shall offer a standard form Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it submits a Completed Application for Long-Term Firm Point-To-Point Transmission Service. The Transmission Provider shall offer a standard form Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it first submits a Completed Application for Short-Term Firm Point-To-Point Transmission Service pursuant to the Tariff. An Eligible Customer that uses the Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved and that has not executed a Service Agreement will be deemed, for purposes of assessing any appropriate charges and penalties, to have executed the appropriate Service Agreement. The

Service Agreement shall, when applicable, specify any conditional curtailment options selected by the Transmission Customer. Where the Service Agreement contains conditional curtailment options and is subject to a biennial reassessment as described in Section 15.4, the Transmission Provider shall provide the Transmission Customer notice of any changes to the curtailment conditions no less than 90 days prior to the date for imposition of new curtailment conditions. Concurrent with such notice, the Transmission Provider shall provide the Transmission Customer with the reassessment study and a narrative description of the study, including the reasons for changes to the number of hours per year or System Conditions under which conditional curtailment may occur.

13.5 Transmission Customer Obligations for Facility Additions or Redispatch Costs:

In cases where the Transmission Provider determines that the Transmission System is not capable of providing Firm Point-To-Point Transmission Service without (1) degrading or impairing the reliability of service to Native Load Customers, Network Customers and other Transmission Customers taking Firm Point-To-Point Transmission Service, or (2) interfering with the Transmission Provider's ability to meet prior firm contractual commitments to others, the Transmission Provider will be obligated to expand or upgrade its

Transmission System pursuant to the terms of Section 15.4. The Transmission Customer must agree to compensate the Transmission Provider for any necessary transmission facility additions pursuant to the terms of Section 27. To the extent the Transmission Provider can relieve any system constraint by redispatching the Transmission Provider's resources, it shall do so, provided that the Eligible Customer agrees to compensate the Transmission Provider pursuant to the terms of Section 27 and agrees to either (i) compensate the Transmission Provider for any necessary transmission facility additions or (ii) accept the service subject to a biennial reassessment by the Transmission Provider of redispatch requirements as described in Section 15.4. Any redispatch, Network Upgrade or Direct Assignment Facilities costs to be charged to the Transmission Customer on an incremental basis under the Tariff will be specified in the Service Agreement prior to initiating service.

13.6 Curtailment of Firm Transmission Service:

In the event that a Curtailment on the Transmission Provider's Transmission System, or a portion thereof, is required to maintain reliable operation of such system and the system directly and indirectly interconnected with Transmission Provider's Transmission System, Curtailments will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint. The Transmission Provider may elect to implement such

Curtailments pursuant to the Procedures Addressing Parallel Flows specified in Attachment J. If multiple transactions require Curtailment, to the extent practicable and consistent with Good Utility Practice, the Transmission Provider will curtail service to Network Customers and Transmission Customers taking Firm Point-To-Point Transmission Service on a basis comparable to the curtailment of service to the Transmission Provider's Native Load Customers. All Curtailments will be made on a non-discriminatory basis, however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Transmission Service. Long-Term Firm Point-to-Point Service subject to conditions described in Section 15.4 shall be curtailed with secondary service in cases where the conditions apply, but otherwise will be curtailed on a pro rata basis with other Firm Transmission Service. When the Transmission Provider determines that an electrical emergency exists on its Transmission System and implements emergency procedures to Curtail Firm Transmission Service, the Transmission Customer shall make the required reductions upon request of the Transmission Provider. However, the Transmission Provider reserves the right to Curtail, in whole or in part, any Firm Transmission Service provided under the Tariff when, in the Transmission Provider's sole discretion, an emergency or other unforeseen condition impairs or degrades the reliability of its Transmission System. The

Transmission Provider will notify all affected Transmission Customers in a timely manner of any scheduled Curtailments.

13.7 Classification of Firm Transmission Service:

- (a) The Transmission Customer taking Firm Point-To-Point Transmission Service may (1) change its Receipt and Delivery Points to obtain service on a non-firm basis consistent with the terms of Section 22.1 or (2) request a modification of the Points of Receipt or Delivery on a firm basis pursuant to the terms of Section 22.2.
- (b) The Transmission Customer may purchase transmission service to make sales of capacity and energy from multiple generating units that are on the Transmission Provider's Transmission System. For such a purchase of transmission service, the resources will be designated as multiple Points of Receipt, unless the multiple generating units are at the same generating plant in which case the units would be treated as a single Point of Receipt.
- (c) The Transmission Provider shall provide firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt at which firm transmission

capacity is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Receipt. Points of Receipt and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. Each Point of Delivery at which firm transfer capability is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Delivery. Points of Delivery and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. The greater of either (1) the sum of the capacity reservations at the Point(s) of Receipt, or (2) the sum of the capacity reservations at the Point(s) of Delivery shall be the Transmission Customer's Reserved Capacity. The Transmission Customer will be billed for its Reserved Capacity under the terms of Schedule 7. The Transmission Customer may not exceed its firm capacity reserved at each Point of Receipt and each Point of

Delivery except as otherwise specified in Section 22. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that a Transmission Customer (including Third-Party Sales by the Transmission Provider) exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery or uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved.

13.8 Scheduling of Firm Point-To-Point Transmission Service:

Schedules for the Transmission Customer's Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider no later than 10:00 a.m. [or a reasonable time that is generally accepted in the region and is consistently adhered to by the Transmission Provider] of the day prior to commencement of such service. Schedules submitted after 10:00 a.m. will be accommodated, if practicable. Hour-to-hour and intra-hour (four intervals consisting of fifteen minute schedules) schedules of any capacity and energy that is to be delivered must be stated in increments of 1,000 kW per hour [or a reasonable increment that is generally accepted in the region and is consistently adhered to by the Transmission Provider]. Transmission Customers within the Transmission Provider's service area with multiple

requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their service requests at a common point of receipt into units of 1,000 kW per hour for scheduling and billing purposes. Scheduling changes will be permitted up to twenty (20) minutes [or a reasonable time that is generally accepted in the region and is consistently adhered to by the Transmission Provider] before the start of the next scheduling interval clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour and intra-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

~~[UNDER REVIEW]~~

14 Nature of Non-Firm Point-To-Point Transmission Service

14.1 Term:

Non-Firm Point-To-Point Transmission Service will be available for periods ranging from one (1) hour to one (1) month. However, a Purchaser of Non-Firm Point-To-Point Transmission Service will be entitled to reserve a sequential term of service (such as a sequential monthly term without having to wait for the initial term to expire before requesting another monthly term) so that the total time period for which the reservation applies is greater than one month, subject to the requirements of Section 18.3.

14.2 Reservation Priority:

Non-Firm Point-To-Point Transmission Service shall be available from transfer capability in excess of that needed for reliable service to Native Load Customers, Network Customers and other Transmission Customers taking Long-Term and Short-Term Firm Point-To-Point Transmission Service. A higher priority will be assigned first to requests or reservations with a longer duration of service and second to Pre-Confirmed Applications. In the event the Transmission System is constrained, competing requests of the same Pre-Confirmation status and equal duration will be prioritized based on the highest price offered by the Eligible Customer for the Transmission Service. Eligible Customers that have already reserved shorter term service have the right of first refusal to match any longer term request before being preempted. A longer term competing request for Non-Firm Point-To-Point Transmission

Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request: (a) immediately for hourly Non-Firm Point-To-Point Transmission Service after notification by the Transmission Provider; and, (b) within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in section 14.6) for Non-Firm Point-To-Point Transmission Service other than hourly transactions after notification by the Transmission Provider. Transmission service for Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have the lowest reservation priority under the Tariff.

14.3 Use of Non-Firm Point-To-Point Transmission Service by the Transmission Provider:

The Transmission Provider will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under agreements executed on or after [insert effective date of this Tariff]. The Transmission Provider will maintain separate accounting, pursuant to Section 8, for any use of Non-Firm Point-To-Point Transmission Service to make Third-Party Sales.

14.4 Service Agreements:

The Transmission Provider shall offer a standard form Non-Firm Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it first submits a Completed Application for Non-Firm Point-To-Point Transmission Service pursuant to the Tariff.

14.5 Classification of Non-Firm Point-To-Point Transmission Service:

Non-Firm Point-To-Point Transmission Service shall be offered under terms and conditions contained in Part II of the Tariff. The Transmission Provider undertakes no obligation under the Tariff to plan its Transmission System in order to have sufficient capacity for Non-Firm Point-To-Point Transmission Service. Parties requesting Non-Firm Point-To-Point Transmission Service for the transmission of firm power do so with the full realization that such service is subject to availability and to Curtailment or Interruption under the terms of the Tariff. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that a Transmission Customer (including Third-Party Sales by the Transmission Provider) exceeds its non-firm capacity reservation. Non-Firm Point-To-Point Transmission Service shall include transmission of energy on an hourly basis and transmission of scheduled short-term capacity and energy on a daily,

weekly or monthly basis, but not to exceed one month's reservation for any one Application, under Schedule 8.

14.6 Scheduling of Non-Firm Point-To-Point Transmission Service:

Schedules for Non-Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider no later than 2:00 p.m. [or a reasonable time that is generally accepted in the region and is consistently adhered to by the Transmission Provider] of the day prior to commencement of such service. Schedules submitted after 2:00 p.m. will be accommodated, if practicable. Hour-to-hour and intra-hour (four intervals consisting of fifteen minute schedules) schedules of energy that is to be delivered must be stated in increments of 1,000 kW per hour [or a reasonable increment that is generally accepted in the region and is consistently adhered to by the Transmission Provider]. Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their schedules at a common Point of Receipt into units of 1,000 kW per hour. Scheduling changes will be permitted twenty (20) minutes [or a reasonable time that is generally accepted in the region and is consistently adhered to by the Transmission Provider] before the start of the next scheduling interval, provided that the Delivering Party and Receiving Party also agree to the

schedule modification. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour and intra-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

14.7 Curtailment or Interruption of Service:

The Transmission Provider reserves the right to Curtail, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for reliability reasons when an emergency or other unforeseen condition threatens to impair or degrade the reliability of its Transmission System or the systems directly or indirectly interconnected with Transmission Provider's Transmission System. The Transmission Provider may elect to implement such Curtailments pursuant to the Procedures Addressing Parallel Flows specified in Attachment J. The Transmission Provider reserves the right to

Interrupt, in whole or in part, Non-Firm Point-To-Point Transmission Service

provided under the Tariff for economic reasons in order to accommodate (1) a request for Firm Transmission Service, (2) a request for Non-Firm Point-To-Point Transmission Service of greater duration, (3) a request for Non-Firm Point-To-Point Transmission Service of equal duration with a higher price, (4) transmission service for Network Customers from non-designated resources, or (5) transmission service for Firm Point-to-Point Transmission Service during conditional curtailment periods as described in Section 15.4. The Transmission Provider also will discontinue or reduce service to the Transmission Customer to the extent that deliveries for transmission are discontinued or reduced at the Point(s) of Receipt. Where required, Curtailments or Interruptions will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint, however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Transmission Service. If multiple transactions require Curtailment or Interruption, to the extent practicable and consistent with Good Utility Practice, Curtailments or Interruptions will be made to transactions of the shortest term (e.g., hourly non-firm transactions will be Curtailed or Interrupted before daily non-firm transactions and daily non-firm transactions will be Curtailed or Interrupted before weekly non-firm transactions).

Transmission service for Network Customers from resources other than

designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under the Tariff. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have a lower priority than any Non-Firm Point-To-Point Transmission Service under the Tariff. The Transmission Provider will provide advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice.

15 Service Availability

15.1 General Conditions:

The Transmission Provider will provide Firm and Non-Firm Point-To-Point Transmission Service over, on or across its Transmission System to any Transmission Customer that has met the requirements of Section 16.

15.2 Determination of Available Transfer Capability:

A description of the Transmission Provider's specific methodology for assessing available transfer capability posted on the Transmission Provider's OASIS (Section 4) is contained in Attachment C of the Tariff. In the event sufficient transfer capability may not exist to accommodate a service request, the Transmission Provider will respond by performing a System Impact Study.

15.3 Initiating Service in the Absence of an Executed Service Agreement:

If the Transmission Provider and the Transmission Customer requesting Firm or Non-Firm Point-To-Point Transmission Service cannot agree on all the terms and conditions of the Point-To-Point Service Agreement, the Transmission Provider shall commence providing Transmission Service subject to the Transmission Customer agreeing to (i) compensate the Transmission Provider at the existing rate placed in effect pursuant to applicable Federal law and regulations, and (ii) comply with the terms and conditions of the Tariff including paying the appropriate security deposit and processing fees in accordance with the terms of Section 17.3. If the Transmission Customer cannot accept all of the terms and conditions of the offered Service Agreement, the Transmission Customer may request resolution of the unacceptable terms and conditions under Section 12, Dispute Resolution Procedures, of the Tariff. Any changes resulting from the Dispute Resolution Procedures will be effective upon the date of initial service.

15.4 Obligation to Provide Transmission Service that Requires Expansion or Modification of the Transmission System, Redispatch or Conditional Curtailment:

- (a) If the Transmission Provider determines that it cannot accommodate a Completed Application for Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, the

Transmission Provider will use due diligence to expand or modify its Transmission System to provide the requested Firm Transmission Service, consistent with its planning obligations in Attachment K, provided the Transmission Customer agrees to compensate the Transmission Provider for such costs pursuant to the terms of Section 27. The Transmission Provider will conform to Good Utility Practice and its planning obligations in Attachment K, in determining the need for new facilities and in the design and construction of such facilities. The obligation applies only to those facilities that the Transmission Provider has the right to expand or modify.

(b) If the Transmission Provider determines that it cannot accommodate a Completed Application for Long-Term Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, the Transmission Provider will use due diligence to provide redispatch from its own resources until (i) Network Upgrades are completed for the Transmission Customer, (ii) the Transmission Provider determines through a biennial reassessment that it can no longer reliably provide the redispatch, or (iii) the Transmission Customer terminates the service because of redispatch changes resulting from the reassessment. A Transmission Provider shall not unreasonably deny self-provided redispatch or redispatch arranged by the Transmission Customer from a third party resource.

(c)

(i) If the Transmission Provider determines that it cannot accommodate a Completed Application for Long-Term Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, the Transmission Provider will use due diligence to provide the Firm Transmission Service with the conditions that (1) the Transmission Provider may curtail the service prior to the curtailment of other Firm Transmission Service for a specified number of hours per year or during System Conditions, and (2) the Transmission Customer must submit schedules with Point(s) of Receipt and Point(s) of Delivery that are the same as the Point(s) of Receipt and Point(s) of Delivery included in the Transmission Customer's reservation.

(ii) If the Transmission Customer accepts the service, the Transmission Provider will use due diligence to provide the service until (1) Network Upgrades are completed for the Transmission Customer, (2) the Transmission Provider determines through a biennial reassessment that it can no longer reliably provide such service, or (3) the Transmission Customer terminates the service because the reassessment increased the number of hours per year of conditional curtailment or changed the System Conditions.

15.5 Deferral of Service:

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

15.6 Other Transmission Service Schedules:

Eligible Customers receiving transmission service under other agreements may continue to receive transmission service under those agreements.

15.7 Real Power Losses:

Real Power Losses are associated with all transmission service. The Transmission Provider is not obligated to provide Real Power Losses. The Transmission Customer is responsible for replacing losses associated with all transmission service as calculated by the Transmission Provider under the Real Power Loss Return business practice.

16 Transmission Customer Responsibilities

16.1 Conditions Required of Transmission Customers:

Point-To-Point Transmission Service shall be provided by the Transmission Provider only if the following conditions are satisfied by the Transmission

Customer:

- a. The Transmission Customer has pending a Completed Application for service;
- b. The Transmission Customer meets the creditworthiness criteria set forth on the Transmission Provider's OASIS;
- c. The Transmission Customer will have arrangements in place for any other transmission service necessary to effect the delivery from the generating source to the Transmission Provider prior to the time service under Part II of the Tariff commences;
- d. The Transmission Customer agrees to pay for any facilities constructed and chargeable to such Transmission Customer under Part II of the Tariff, whether or not the Transmission Customer takes service for the full term of its reservation;
- e. The Transmission Customer provides the information required by the Transmission Provider's planning process established in Attachment K; and
- f. The Transmission Customer has executed a Point-To-Point Service Agreement or has agreed to receive service pursuant to Section 15.3.

16.2 Transmission Customer Responsibility for Third-Party Arrangements:

Any scheduling arrangements that may be required by other electric systems

shall be the responsibility of the Transmission Customer requesting service.

The Transmission Customer shall provide, unless waived by the Transmission Provider, notification to the Transmission Provider identifying such systems and authorizing them to schedule the capacity and energy to be transmitted by the Transmission Provider pursuant to Part II of the Tariff on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However, the Transmission Provider will undertake reasonable efforts to assist the Transmission Customer in making such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

17 Procedures for Arranging Firm Point-To-Point Transmission Service

17.1 Application:

A request for Firm Point-To-Point Transmission Service for periods of one year or longer must be submitted over the Transmission Provider's OASIS at least sixty (60) days in advance of the calendar month in which service is to commence. The Transmission Provider will consider requests for such firm service on shorter notice when feasible. Requests for firm service for periods of less than one year shall be subject to expedited procedures that shall be negotiated between the Parties within the time constraints provided in Section 17.5. All Firm Point-To-Point Transmission Service requests should be

submitted by entering the information listed below on the Transmission Provider's OASIS. Until OASIS can accept all such information, any required information that OASIS cannot accept may be submitted by transmitting the required information to the Transmission Provider by telefax or by United States mail or other recognized delivery service. In appropriate cases, the Transmission Provider will accept all information by such means. In such cases, the Transmission Provider will post the request on OASIS.

17.2 Completed Application:

A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, telephone number and facsimile number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;
- (iv) The location of the generating facility(ies) supplying the capacity and energy and the location of the load ultimately served by the capacity and energy transmitted. The Transmission Provider will treat this information as confidential except to the extent that disclosure of this information is required

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by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations;

(v) A description of the supply characteristics of the capacity and energy to be delivered;

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

(vii) The Service Commencement Date and the term of the requested Transmission Service;

(viii) The transmission capacity requested for each Point of Receipt and each Point of Delivery on the Transmission Provider's Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement;

(ix) A statement indicating that, if the Eligible Customer submits a Pre-Confirmed Application, the Eligible Customer will execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service;

(x) Any additional information required by the Transmission Provider's

planning process established in Attachment K; and

(xi) A statement of which Ancillary Services the Eligible Customer will purchase from the Transmission Provider.

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

17.3 Deposit:

A Completed Application for Long-Term Firm Point-To-Point Transmission Service also shall include (i) a deposit of one month's charge for Reserved Capacity; and (ii) a non-refundable processing fee. Deposits shall be made either to the Transmission Provider (which deposit shall not earn interest) or into an escrow fund set up by the Transmission Customer. If the Application is rejected by the Transmission Provider because it does not meet the conditions for service as set forth herein, or in the case of requests for service arising in connection with losing bidders in a Request For Proposals (RFP), the Transmission Provider shall authorize the release of the escrow funds, or if the deposit is made with the Transmission Provider, shall return the deposit without interest. The Transmission Provider shall authorize the release of the escrow funds or, shall return the deposit, without interest if the Transmission Provider is unable to complete new facilities needed to provide the service. If an Application is withdrawn or the Eligible Customer decides not to enter into

a Service Agreement for Firm Point-To-Point Transmission Service, the Transmission Provider shall authorize the release of the escrow funds or shall refund the deposit in full, without interest.

Deposits associated with construction of new facilities are subject to the provisions of Section 19. If a Service Agreement for Firm Point-To-Point Transmission Service is executed, the deposit, without interest, will be returned or the release of the escrow funds authorized to the Transmission Customer within 30 calendar days of the date on which the executed Service Agreement is received by the Transmission Provider.

17.4 Notice of Deficient Application:

If an Application fails to meet the requirements of the Tariff, the Transmission Provider shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. The Transmission Provider will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application, along with any deposit, without interest or authorize the release of any escrow funds. Upon receipt of a new or revised Application that fully complies with the requirements of Part II of the Tariff, the Eligible Customer shall be assigned a

new priority consistent with the date of the new or revised Application.

17.5 Response to a Completed Application:

Following receipt of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider shall make a determination of available transfer capability as required in Section 15.2. The Transmission Provider shall notify the Eligible Customer as soon as practicable, but not later than thirty (30) days after the date of receipt of a Completed Application that (i) it will be able to provide service without performing a System Impact Study, (ii) such a study is needed to evaluate the impact of the Application pursuant to Section 19.1, or (iii) such a study is needed to evaluate the impact of the Application and that the Transmission Provider will perform a Cluster Study pursuant to Section 19.10 to evaluate such impact. Responses by the Transmission Provider must be made as soon as practicable to all completed applications (including applications by its own merchant function) and the timing of such responses must be made on a non-discriminatory basis.

If the Transmission Provider notifies the Eligible Customer that a System Impact Study is needed to evaluate the impact of the Application and that the Transmission Provider will perform a Cluster Study pursuant to Section 19.10 to evaluate such impact, the Eligible Customer may, at any time prior to the posting of the OASIS notice described in Section 19.10(i), request in writing

that the Transmission Provider study the Application individually rather than in a Cluster Study, and the Transmission Provider will offer the Eligible Customer a System Impact Study Agreement pursuant to Section 19.1 and will otherwise process the Application on an individual basis.

17.6.1 Execution of Service Agreement

Except as provided in section 17.6.2 below, whenever the Transmission Provider determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30) days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Section 19 (and, where applicable, section 17.6.2) will govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement or request to initiate service in the absence of an executed Service Agreement pursuant to Section 15.3, within fifteen (15) days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded, without interest, or the release of any escrow funds authorized. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

17.6.2 Tender and Execution of Service Agreement Where

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Environmental Review Required

In the event that environmental review associated with a request is required, the Transmission Provider shall tender a Service Agreement as soon as possible after the completion of any necessary environmental review and development of any necessary environmental mitigation requirements. Failure of an Eligible Customer to execute and return the Service Agreement or request to initiate service in the absence of an executed Service Agreement pursuant to Section 15.3, within fifteen (15) days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded, without interest, or the release of any escrow funds authorized. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

17.7 Extensions for Commencement of Service

The Transmission Customer can obtain, subject to availability, up to five (5) one-year extensions for the commencement of service. The Transmission Customer may postpone service by paying a non-refundable annual reservation fee equal to one month's charge for Firm Transmission Service for each year or fraction thereof. If during any extension for the commencement of service an Eligible Customer submits a Completed Application for Firm

Transmission Service, and such request can be satisfied only by releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity will be released unless the following condition is satisfied. Within thirty (30) days, the original Transmission Customer agrees to pay the Firm Point-To-Point transmission rate for its Reserved Capacity concurrent with the new Service Commencement Date. In the event the Transmission Customer elects to release the Reserved Capacity, the reservation fees or portions thereof previously paid will be forfeited.

~~[UNDER REVIEW]~~

18 Procedures for Arranging Non-Firm Point-To-Point Transmission Service

18.1 Application:

Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to the Transmission Provider.

Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. Prior to implementation of the Transmission Provider's OASIS, a Completed Application may be submitted by (i) transmitting the required information to the Transmission Provider by telefax, or (ii) providing the information by telephone over the Transmission

Provider's time recorded telephone line. Each of these methods will provide a time-stamped record for establishing the service priority of the Application.

18.2 Completed Application:

A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

The identity, address, telephone number and facsimile number of the entity requesting service;

A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;

The Point(s) of Receipt and the Point(s) of Delivery;

The maximum amount of capacity requested at each Point of Receipt and Point of Delivery; and

The proposed dates and hours for initiating and terminating transmission service hereunder.

In addition to the information specified above, when required to properly evaluate system conditions, the Transmission Provider also may ask the Transmission Customer to provide the following:

The electrical location of the initial source of the power to be transmitted pursuant to the Transmission Customer's request for service; and

The electrical location of the ultimate load.

The Transmission Provider will treat this information in (vi) and (vii) as confidential at the request of the Transmission Customer except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice, or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

A statement indicating that, if the Eligible Customer submits a Pre-Confirmed Application, the Eligible Customer will execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service.

18.3 Reservation of Non-Firm Point-To-Point Transmission Service:

Requests for monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence, requests for daily service shall be submitted no earlier than two (2) days before service is to commence, and requests for hourly service shall be submitted no earlier than 10:00 a.m. on the

day before service is to commence. Requests for service received later than 2:00 p.m. prior to the day service is scheduled to commence will be accommodated if practicable [or such reasonable times that are generally accepted in the region and are consistently adhered to by the Transmission Provider].~~[UNDER REVIEW]~~

18.4 Determination of Available Transfer Capability:

Following receipt of a tendered schedule the Transmission Provider will make a determination on a non-discriminatory basis of available transfer capability pursuant to Section 15.2. Such determination shall be made as soon as reasonably practicable after receipt, but not later than the following time periods for the following terms of service (i) thirty (30) minutes for hourly service, (ii) thirty (30) minutes for daily service, (iii) four (4) hours for weekly service, and (iv) two (2) days for monthly service. [Or such reasonable times that are generally accepted in the region and are consistently adhered to by the Transmission Provider].

~~[UNDER REVIEW]~~

19 Additional Study Procedures For Firm Point-To-Point Transmission Service Requests

19.1 Notice of Need for System Impact Study:

After receiving a request for service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is

needed. A description of the Transmission Provider's methodology for completing a System Impact Study is provided in Attachment D. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer, as soon as practicable. Once informed, the Eligible Customer shall timely notify the Transmission Provider if it elects to have the Transmission Provider study redispatch or conditional curtailment as part of the System Impact Study. If notification is provided prior to tender of the System Impact Study Agreement, the Eligible Customer can avoid the costs associated with the study of these options. If (i) the Transmission Provider notifies the Eligible Customer that it will be studying the service request individually rather than in a Cluster Study, or (ii) the Eligible Customer requests in writing to be studied individually, the Transmission Provider shall as soon as practicable, but no later than thirty (30) days from the notification under (i) or receipt of the written request under (ii), tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to

execute the System Impact Study Agreement, its application shall be deemed withdrawn and, pursuant to Section 17.3, its deposit shall be returned, without interest, or the release of its escrow funds authorized.

19.1.1 Notice of Need for Environmental Review

If the Transmission Provider determines that environmental review is required in response to a request for service, the Transmission Provider shall tender an environmental review agreement as soon as practicable. Pursuant to such agreement the Eligible Customer shall agree to reimburse the Transmission Provider for performing the environmental review. The Eligible Customer shall execute and return the environmental review agreement within 30 days of receipt or its application shall be deemed withdrawn and its deposit, pursuant to Section 29.2, shall be returned, without interest, or the release of its escrow funds authorized.

19.2 System Impact Study Agreement and Cost Reimbursement:

(i) The System Impact Study Agreement will clearly specify the Transmission Provider's estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer

will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

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

(iii) For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost of the System Impact Studies pursuant to Section 8.

19.3 System Impact Study Procedures:

Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify (1) any system constraints, identified with specificity by transmission element or flowgate, (2) redispatch options (when requested by an Eligible Customer) including an estimate of the cost of redispatch, (3) conditional curtailment options (when requested by an Eligible Customer) including the number of hours per year and the System Conditions during which conditional

curtailment may occur, and (4) additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. For customers requesting the study of redispatch options, the System Impact Study shall (1) identify all resources located within the Transmission Provider's Control Area that can significantly contribute toward relieving the system constraint and (2) provide a measurement of each resource's impact on the system constraint. If the Transmission Provider possesses information indicating that any resource outside its Control Area could relieve the constraint, it shall identify each such resource in the System Impact Study. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer as soon as the System Impact Study is complete. The Transmission Provider will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs

are likely to be incurred for new transmission facilities or upgrades. Except as provided in section 17.6.2, in order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement or request to initiate service in the absence of an executed Service Agreement pursuant to Section 15.3, or the Application shall be deemed terminated and withdrawn.

19.4 Facilities Study Procedures:

If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, the Transmission Provider, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its application shall be deemed withdrawn and pursuant to Section 17.3, its deposit shall be returned, without interest, or the release of its escrow funds authorized. Upon receipt of

an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a sixty (60) day period. If the Transmission Provider is unable to complete the Facilities Study in the allotted time period, the Transmission Provider shall notify the Transmission Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Transmission Customer, (ii) the Transmission Customer's appropriate share of the cost of any required Network Upgrades as determined pursuant to the provisions of Part II of the Tariff, and (iii) the time required to complete such construction and initiate the requested service. The Transmission Customer shall provide the Transmission Provider with a letter of credit or other reasonable form of security acceptable to the Transmission Provider equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. Except as provided in section 17.6.2, the Transmission Customer shall have thirty (30) days to execute a Service Agreement or request to initiate service in the absence of an executed Service Agreement pursuant to Section 15.3 and provide the required letter of credit or other form of security or the request

will no longer be a Completed Application and shall be deemed terminated and withdrawn.

19.5 Facilities Study Modifications:

Any change in design arising from inability to site or construct facilities as proposed will require development of a revised good faith estimate. New good faith estimates also will be required in the event of new statutory or regulatory requirements that are effective before the completion of construction or other circumstances beyond the control of the Transmission Provider that significantly affect the final cost of new facilities or upgrades to be charged to the Transmission Customer pursuant to the provisions of Part II of the Tariff.

19.6 Due Diligence in Completing New Facilities:

The Transmission Provider shall use due diligence to add necessary facilities or upgrade its Transmission System within a reasonable time. The Transmission Provider will not upgrade its existing or planned Transmission System in order to provide the requested Firm Point-To-Point Transmission Service if doing so would impair system reliability or otherwise impair or degrade existing firm service.

19.7 Partial Interim Service:

If the Transmission Provider determines that it will not have adequate transfer capability to satisfy the full amount of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider nonetheless shall be obligated to offer and provide the portion of the requested Firm Point-To-Point Transmission Service that can be accommodated without addition of any facilities and through redispatch. However, the Transmission Provider shall not be obligated to provide the incremental amount of requested Firm Point-To-Point Transmission Service that requires the addition of facilities or upgrades to the Transmission System until such facilities or upgrades have been placed in service.

19.8 Expedited Procedures for New Facilities:

In lieu of the procedures set forth above, the Eligible Customer shall have the option to expedite the process by requesting the Transmission Provider to tender at one time, together with the results of required studies, an "Expedited Service Agreement" pursuant to which the Eligible Customer would agree to compensate the Transmission Provider for all costs incurred pursuant to the terms of the Tariff. In order to exercise this option, the Eligible Customer shall request in writing an expedited Service Agreement covering all of the above-specified items within thirty (30) days of receiving the results of the System Impact Study identifying needed facility additions or upgrades or costs

incurred in providing the requested service. While the Transmission Provider agrees to provide the Eligible Customer with its best estimate of the new facility costs and other charges that may be incurred, such estimate shall not be binding and the Eligible Customer must agree in writing to compensate the Transmission Provider for all costs incurred pursuant to the provisions of the Tariff. The Eligible Customer shall execute and return such an Expedited Service Agreement within fifteen (15) days of its receipt or the Eligible Customer's request for service will cease to be a Completed Application and will be deemed terminated and withdrawn.

19.9 Study Metrics

Sections 19.3, 19.4 and 19.10(i) require a Transmission Provider to use due diligence to meet study completion deadlines for System Impact Studies, Facilities Studies, and Cluster Studies. For the purposes of calculating the percentage of non-Affiliates' System Impact Studies and Facilities Studies processed outside of the study completion deadlines, the Transmission Provider shall consider all System Impact Studies, Facilities Studies, and Cluster Studies that it completes for non-Affiliates during the calendar quarter. The percentage should be calculated by dividing the number of those studies which are completed on time by the total number of completed studies.

19.10 Cluster Study

(i) Cluster Study Procedures

The Transmission Provider may conduct a Cluster Study on its own initiative or in response to a written request by Eligible Customer(s) with pending service request(s). If Eligible Customer(s) request a Cluster Study, the Transmission Provider will determine, in its discretion, if it can reasonably accommodate the request(s) and will notify such Eligible Customers of its decision. If the Transmission Provider decides to conduct a Cluster Study, it will post notice of its decision on OASIS, and will provide reasonable advance notification to Eligible Customers, including the eligibility of Applications for the Cluster Study, the timing and process for conducting the Cluster Study, the reasons for the Cluster Study, and whether the Transmission Provider will require a Precedent Transmission Service Agreement. For purposes of a Cluster Study, the Transmission Provider may aggregate: (1) all Applications that are submitted within a set time period, including Applications that were submitted before the Transmission Provider notified Eligible Customers that it will conduct a Cluster Study, (2) all requests for service over a particular transmission path, (3) all requests for service of at least a certain amount of capacity, or (4) all requests that the Transmission Provider determines are

suitable for aggregation based on other appropriate criteria, including a combination of criteria.

Except for Eligible Customers that have requested individual studies under Section 17.5, the Transmission Provider will require Eligible Customers with service request(s) that the Transmission Provider identifies for a Cluster Study to sign Cluster Study agreements or Precedent Transmission Service Agreements that provide that the System Impact Study, Facilities Study, or environmental review for the service request(s) will be performed as a Cluster Study. With respect to a clustered System Impact Study or Facilities Study, the study will be performed in accordance with the procedures set forth in section 19.3 and 19.4 with the exception that the timeline for performing the System Impact Study or Facilities Study will begin to run after the last date for any Eligible Customer with service request(s) that the Transmission Provider identifies for the Cluster Study to sign and return Cluster Study Agreements or Precedent Transmission Services Agreements. With respect to a Cluster Study that includes aggregate study of system impacts and needed facilities, the Transmission Provider will initiate the Cluster Study within 14 days of the later of (i) the due date for the Precedent Transmission Service Agreement (PTSA) or (ii) the due date for providing performance assurance as required by the PTSA. The Transmission Provider will use due diligence to complete the

Cluster Study within 120 days from such date. If the Transmission Provider is unable to complete the Cluster Study within the applicable timeline, the Transmission Provider will notify the Eligible Customers in the Cluster Study and provide an estimate of the time needed to complete the study along with an explanation of the reasons that additional time is required.

(ii) Cluster Study Agreement

The Transmission Provider will require Eligible Customers with service request(s) that the Transmission Provider identifies for a Cluster Study to sign Cluster Study agreements for the service request(s) unless the Transmission Provider requires such Eligible Customers to sign Precedent Transmission Service Agreements for the service request(s) under Section 19.10(iii). The Transmission Provider may conduct a Cluster Study for which the Transmission Provider requires Eligible Customers to sign Cluster Study agreements when:

(1) preliminary analysis indicates that constructing new facilities or upgrades that the study identifies would facilitate providing service to multiple pending service requests; (2) preliminary analysis indicates that the Cluster Study would benefit the integration of new renewable resources; (3) at least one Eligible Customer requests that the Transmission Provider perform a Cluster Study pursuant to Section 19.10(i); or (4) the Transmission Provider determines, based on other appropriate criteria, that conducting a Cluster Study will

facilitate providing service.

The Cluster Study agreement will describe the scope of the Cluster Study. An Eligible Customer must sign and return the Cluster Study agreement within 15 days of receipt. If an Eligible Customer fails to sign and return the Cluster Study agreement by the deadline stated in this paragraph or to advance fund the study costs, the Eligible Customer's service request(s) will be deemed withdrawn, the Transmission Provider will give the request(s) no further consideration, and the Eligible Customer's deposit provided pursuant to section 17.3 will be returned, without interest, or the release of its escrow funds authorized.

A Cluster Study agreement will include the Transmission Provider's good faith estimate of the actual study costs and will require each Eligible Customer with service request(s) in the Cluster Study to advance fund a percentage of the study costs equal to the megawatts of the Eligible Customer's service request(s) divided by the total number of megawatts of all service requests included in the Cluster Study. Upon completing the Cluster Study, the Transmission Provider will determine the actual study costs. If the aggregate amount of the advance funding differs from the actual costs of the Cluster Study, the Transmission Provider will request additional funds from, or refund the excess amount to, the Eligible Customers with service request(s) in the

Cluster Study, in proportion to the amounts previously advanced by each Eligible Customer. Eligible Customers must advance additional funds requested, if any, within 30 days of the request.

An Eligible Customer that has signed a Cluster Study agreement may opt out of a Cluster Study by withdrawing its service request(s) on OASIS. An Eligible Customer that withdraws service request(s) on OASIS after signing a Cluster Study agreement will remain liable for its percentage of the study costs and will be liable for any costs of re-study or analysis that result from the Eligible Customer opting out.

(iii) Precedent Transmission Service Agreement

The Transmission Provider may require Eligible Customers with service request(s) that the Transmission Provider identifies for a Cluster Study to sign Precedent Transmission Service Agreements for the service request(s). The Transmission Provider will bear the costs of a Cluster Study for service requests for which Eligible Customers sign Precedent Transmission Service Agreements, and the Transmission Provider will not require Eligible Customers to also sign Cluster Study agreements for such a study.

The Precedent Transmission Service Agreements will obligate the Eligible Customers to take transmission service at the rate for Long-Term Firm PTP Transmission Service in the Transmission Provider's Point-to-Point rate

schedule if the Transmission Provider satisfies conditions in the agreement that will include, but will not necessarily be limited to (1) determining in its discretion that it may reasonably provide transmission service at such rate, after considering, without limitation, the amount of subscription under Precedent Transmission Service Agreements and the benefits to the Transmission System of any new facilities needed to provide service to the service requests in the Cluster Study, and (2) in the event that the Transmission Provider must construct new facilities or facility upgrades to provide the requested service, the Transmission Provider decides, after completing environmental review, to build such facilities.

The Transmission Provider will provide Eligible Customers at least 15 days to sign and return the Precedent Transmission Service Agreements. If an Eligible Customer fails to sign and return the Precedent Transmission Service Agreement by the deadline that the Transmission Provider establishes or to meet any requirement specified in such agreement, the Eligible Customer's service request(s) will be deemed withdrawn, the Transmission Provider will give the service request(s) no further consideration, and the Eligible Customer's deposit provided pursuant to section 17.3 will be returned, without interest, or the release of its escrow funds authorized.

An Eligible Customer that signs a Precedent Transmission Service Agreement will provide security equivalent to the charges for twelve months of service for the Eligible Customer's service request(s). A security deposit provided pursuant to this paragraph will be made either (1) to the Transmission Provider (which shall not earn interest), or (2) into an escrow fund set up by the Transmission Customer consistent with the provisions of the Precedent Transmission Service Agreement.

The Transmission Provider will provide Eligible Customers that are offered a Precedent Transmission Service Agreement the option under such agreement to extend the term of service initially requested by the customers without filing a new Application. An extension of the term of service pursuant to this paragraph will not be subject to competition under section 2.2.

20 Procedures if The Transmission Provider is Unable to Complete New Transmission Facilities for Firm Point-To-Point Transmission Service

20.1 Delays in Construction of New Facilities:

If any event occurs that will materially affect the time for completion of new facilities, or the ability to complete them, the Transmission Provider shall promptly notify the Transmission Customer. In such circumstances, the Transmission Provider shall within thirty (30) days of notifying the

Transmission Customer of such delays, convene a technical meeting with the

Transmission Customer to evaluate the alternatives available to the Transmission Customer. The Transmission Provider also shall make available to the Transmission Customer studies and work papers related to the delay, including all information that is in the possession of the Transmission Provider that is reasonably needed by the Transmission Customer to evaluate any alternatives.

20.2 Alternatives to the Original Facility Additions:

When the review process of Section 20.1 determines that one or more alternatives exist to the originally planned construction project, the Transmission Provider shall present such alternatives for consideration by the Transmission Customer. If, upon review of any alternatives, the Transmission Customer desires to maintain its Completed Application subject to construction of the alternative facilities, it may request the Transmission Provider to submit a revised Service Agreement for Firm Point-To-Point Transmission Service. If the alternative approach solely involves Non-Firm Point-To-Point Transmission Service, the Transmission Provider shall promptly tender a Service Agreement for Non-Firm Point-To-Point Transmission Service providing for the service. In the event the Transmission Provider concludes that no reasonable alternative exists and the Transmission Customer disagrees, the Transmission Customer may seek relief under the

dispute resolution procedures pursuant to Section 12 or it may refer the dispute to the Commission for resolution.

20.3 Refund Obligation for Unfinished Facility Additions:

If the Transmission Provider and the Transmission Customer mutually agree that no other reasonable alternatives exist and the requested service cannot be provided out of existing capability under the conditions of Part II of the Tariff, the obligation to provide the requested Firm Point-To-Point Transmission Service shall terminate and any deposit made by the Transmission Customer shall be returned, without interest, or the release of its escrow funds authorized. However, the Transmission Customer shall be responsible for all prudently incurred costs by the Transmission Provider through the time construction was suspended.

21 Provisions Relating to Transmission Construction and Services on the Systems of Other Utilities

21.1 Responsibility for Third-Party System Additions:

The Transmission Provider shall not be responsible for making arrangements for any necessary engineering, permitting, and construction of transmission or distribution facilities on the system(s) of any other entity or for obtaining any regulatory approval for such facilities. The Transmission Provider will undertake reasonable efforts to assist the Transmission Customer in obtaining

such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

21.2 Coordination of Third-Party System Additions:

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

22 Changes in Service Specifications

22.1 Modifications On a Non-Firm Basis:

The Transmission Customer taking Firm Point-To-Point Transmission Service may request the Transmission Provider to provide transmission service on a non-firm basis over Receipt and Delivery Points other than those specified in the Service Agreement (“Secondary Receipt and Delivery Points”), in amounts not to exceed its firm capacity reservation, without incurring an additional Non-Firm Point-To-Point Transmission Service charge or executing a new Service Agreement, subject to the following conditions.

- (a) Service provided over Secondary Receipt and Delivery Points will be non-firm only, on an as-available basis and will not displace any firm or non-firm service reserved or scheduled by third-parties under the Tariff or by the Transmission Provider on behalf of its Native Load Customers.
- (b) The sum of all Firm and non-firm Point-To-Point Transmission Service provided to the Transmission Customer at any time pursuant to this section shall not exceed the Reserved Capacity in the relevant Service Agreement under which such services are provided.
- (c) The Transmission Customer shall retain its right to schedule Firm Point-To-Point Transmission Service at the Receipt and Delivery Points

specified in the relevant Service Agreement in the amount of its original capacity reservation.

(d) Service over Secondary Receipt and Delivery Points on a non-firm basis shall not require the filing of an Application for Non-Firm Point-To-Point Transmission Service under the Tariff. However, all other requirements of Part II of the Tariff (except as to transmission rates) shall apply to transmission service on a non-firm basis over Secondary Receipt and Delivery Points.

(e) If and to the extent the Transmission Provider's rates for Transmission Service on its Transmission System are segmented, (i) the sum of the capacity provided at Primary and Secondary Points of Receipt for Transmission Service under a Service Agreement on any segment shall not exceed the firm capacity reservation at Primary Points of Receipt in such Service Agreement for such segment; and (ii) the sum of the capacity provided at Primary and Secondary Points of Delivery for Transmission Service under a Service Agreement on any segment shall not exceed the firm capacity reservation at Primary Points of Delivery in such Service Agreement for such segment.

22.2 Modification On a Firm Basis:

Any request by a Transmission Customer to modify Receipt and Delivery Points on a firm basis shall be treated as a new request for service in accordance with Section 17 hereof, except that such Transmission Customer shall not be obligated to pay any additional deposit if the capacity reservation does not exceed the amount reserved in the existing Service Agreement.

While such new request is pending, the Transmission Customer shall retain its priority for service at the existing firm Receipt and Delivery Points specified in its Service Agreement.

23 Sale or Assignment of Transmission Service

23.1 Procedures for Assignment or Transfer of Service:

(a) A Transmission Customer may sell, assign, or transfer all or a portion of its rights under its Service Agreement, but only to another Eligible Customer (the Assignee). The Transmission Customer that sells, assigns or transfers its rights under its Service Agreement is hereafter referred to as the Reseller. Compensation to Resellers shall be at rates established by agreement between the Reseller and the Assignee.

(b) If the Assignee does not request any change in the Point(s) of Receipt or the Point(s) of Delivery, or a change in any other term or condition set forth in the original Service Agreement, the Assignee will receive the same services as did the Reseller and the priority of service for the Assignee will be the same as that of the Reseller. The Assignee will be subject to all terms and conditions of this Tariff. If the Assignee requests a change in service, the reservation priority of

service will be determined by the Transmission Provider pursuant to Section 13.2.~~[UNDER REVIEW]~~

23.2 Limitations on Assignment or Transfer of Service:

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

23.3 Information on Assignment or Transfer of Service:

In accordance with Section 4, all sales or assignments of capacity must be conducted through or otherwise posted on the Transmission Provider's OASIS on or before the date the reassigned service commences and are subject to Section 23.1. Resellers may also use the Transmission Provider's OASIS to

post transmission capacity available for resale.

24 Metering and Power Factor Correction at Receipt and Delivery Points(s)

24.1 Transmission Customer Obligations:

Unless otherwise agreed, the Transmission Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under Part II of the Tariff and to communicate the information to the Transmission Provider. Such equipment shall remain the property of the Transmission Customer.

24.2 Transmission Provider Access to Metering Data:

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

24.3 Power Factor:

Unless otherwise agreed, the Transmission Customer is required to maintain a power factor within the same range as the Transmission Provider pursuant to Good Utility Practices. The power factor requirements are specified in the Service Agreement where applicable.

25 Compensation for Transmission Service

Rates for Firm and Non-Firm Point-To-Point Transmission Service are

provided in the Schedules appended to the Tariff: Firm Point-To-Point Transmission Service (Schedule 7); and Non-Firm Point-To-Point Transmission Service (Schedule 8). The Transmission Provider shall use Part II of the Tariff to make its Third-Party Sales. The Transmission Provider shall account for such use at the applicable Tariff rates, pursuant to Section 8.

26 Stranded Cost Recovery

The Transmission Provider may seek to recover stranded costs from the Transmission Customer pursuant to this Tariff and pursuant to Section 7 of the ~~Pacific-Northwest Electric Power Planning and Conservation Act of 1980 (Northwest Power Act).~~

27 Compensation for New Facilities and Redispatch Costs

Whenever a System Impact Study performed by the Transmission Provider in connection with the provision of Firm Point-To-Point Transmission Service identifies the need for new facilities, the Transmission Customer shall be responsible for such costs to the extent consistent with Commission policy. Whenever a System Impact Study performed by the Transmission Provider identifies capacity constraints that may be relieved by redispatching the Transmission Provider's resources to eliminate such constraints, the Transmission Customer shall be responsible for the redispatch costs to the extent consistent with Commission policy.

III. NETWORK INTEGRATION TRANSMISSION SERVICE

Preamble

The Transmission Provider will provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained in the Tariff and Service Agreement. Network Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its current and planned Network Resources to serve its Network Load in a manner comparable to that in which the Transmission Provider utilizes its Transmission System to serve its Native Load Customers. Network Integration Transmission Service also may be used by the Network Customer to deliver economy energy purchases to its Network Load from non-designated resources on an as-available basis without additional charge. Transmission service for sales to non-designated loads will be provided pursuant to the applicable terms and conditions of Part II of the Tariff. If and to the extent that the Transmission Provider has established separate rates for Transmission Service over one or more intertie segments, Network Integration Transmission Service will not be available over such intertie segments, and the terms and conditions for Transmission Service over such intertie segments will be provided under Part II of this Tariff.

28 Nature of Network Integration Transmission Service

28.1 Scope of Service:

Network Integration Transmission Service is a transmission service that

allows Network Customers to efficiently and economically utilize their Network Resources (as well as other non-designated generation resources) to serve their Network Load located in the Transmission Provider's Control Area and any additional load that may be designated pursuant to Section 31.3 of the Tariff. The Network Customer taking Network Integration Transmission Service must obtain or provide Ancillary Services pursuant to Section 3.

28.2 Transmission Provider Responsibilities:

The Transmission Provider will plan, construct, operate and maintain its Transmission System in accordance with Good Utility Practice and its planning obligations in Attachment K in order to provide the Network Customer with Network Integration Transmission Service over the Transmission Provider's Transmission System. The Transmission Provider, on behalf of its Native Load Customers, shall be required to designate resources and loads in the same manner as any Network Customer under Part III of this Tariff. This information must be consistent with the information used by the Transmission Provider to calculate available transfer capability. The Transmission Provider shall include the Network Customer's Network Load in its Transmission System planning and shall, consistent with Good Utility Practice and Attachment K, endeavor to construct and place into service sufficient transfer capability to deliver the Network Customer's

Network Resources to serve its Network Load on a basis comparable to the Transmission Provider's delivery of its own generating and purchased resources to its Native Load Customers.

28.3 Network Integration Transmission Service:

The Transmission Provider will provide firm transmission service over its Transmission System to the Network Customer for the delivery of capacity and energy from its designated Network Resources to service its Network Loads on a basis that is comparable to the Transmission Provider's use of the Transmission System to reliably serve its Native Load Customers.

~~[UNDER REVIEW]~~

28.4 Secondary Service:

The Network Customer may use the Transmission Provider's Transmission System to deliver energy to its Network Loads from resources that have not been designated as Network Resources. Such energy shall be transmitted, on an as-available basis, at no additional charge. Secondary service shall not require the filing of an Application for Network Integration Transmission Service under the Tariff. However, all other requirements of Part III of the Tariff (except for transmission rates) shall apply to secondary service.

Deliveries from resources other than Network Resources will have a higher

priority than any Non-Firm Point-To-Point Transmission Service under Part II of the Tariff.

28.5 Real Power Losses:

Real Power Losses are associated with all transmission service. The Transmission Provider is not obligated to provide Real Power Losses. The Network Customer is responsible for replacing losses associated with all transmission service as calculated by the Transmission Provider. The applicable loss factors are listed under the Real Power Loss Return business practice.

28.6 Restrictions on Use of Service:

The Network Customer shall not use Network Integration Transmission Service for (i) sales of capacity and energy to non-designated loads, or (ii) direct or indirect provision of transmission service by the Network Customer to third parties. All Network Customers taking Network Integration Transmission Service shall use Point-To-Point Transmission Service under Part II of the Tariff for any Third-Party Sale which requires use of the Transmission Provider's Transmission System. The Transmission Provider shall specify any appropriate charges and penalties and all related terms and conditions applicable in the event that a Network Customer uses Network

Integration Transmission Service or secondary service pursuant to Section 28.4 to facilitate a wholesale sale that does not serve a Network Load.

~~**28.7 Transmission Provider Obligation to Provide Network Integration Transmission Service that Requires Conditional Curtailment**~~
~~**[UNDER REVIEW]**~~

29 Initiating Service

29.1 Condition Precedent for Receiving Service:

Subject to the terms and conditions of Part III of the Tariff, the Transmission Provider will provide Network Integration Transmission Service to any Eligible Customer, provided that

- (i) the Eligible Customer completes an Application for service as provided under Part III of the Tariff,
- (ii) the Eligible Customer and the Transmission Provider complete the technical arrangements set forth in Sections 29.3 and 29.4,
- (iii) the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Part III of the Tariff or requests in writing that the Transmission Provider begin to initiate service in the absence of an executed Service Agreement pursuant to Section 15.3, and
- (iv) the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Attachment G

29.2 Application Procedures:

An Eligible Customer requesting service under Part III of the Tariff must submit (i) an Application, with a deposit approximating the charge for one month of service, to the Transmission Provider as far as possible in advance of the month in which service is to commence; and (ii) a non-refundable processing fee. The deposit and non-refundable processing fee are not required for a Network Customer's Application to designate new Network Resources. Deposits shall be made either to the Transmission Provider, which deposit shall not earn interest, or into an escrow fund set up by the Transmission Customer. Unless subject to the procedures in Section 2, Completed Applications for Network Integration Transmission Service will be assigned a priority according to the date and time the Application is received on OASIS, with the earliest Application receiving the highest priority. Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. Until OASIS can accept all such information, any required information that OASIS cannot accept may be submitted by transmitting the required information to the Transmission Provider by telefax or by United States mail or other recognized delivery service. In appropriate cases, the Transmission Provider will accept all information by such means. In such cases, the Transmission Provider will

post the request on OASIS. A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, telephone number and facsimile number of the party requesting service;
- (ii) A statement that the party requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) A description of the Network Load at each delivery point. This description should separately identify and provide the Eligible Customer's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each Transmission Provider substation at the same transmission voltage level. The description should include a ten (10) year forecast of summer and winter load and resource requirements beginning with the first year after the service is scheduled to commence;
- (iv) The amount and location of any interruptible loads included in the Network Load. This shall include the summer and winter capacity requirements for each interruptible load (had such load not been interruptible), that portion of the load subject to interruption, the conditions under which an interruption can be implemented and any limitations on the amount and frequency of interruptions. An Eligible Customer should identify the amount

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of interruptible customer load (if any) included in the 10 year load forecast provided in response to (iii) above;

(v) A description of Network Resources (current and 10-year projection). For each on-system Network Resource, such description shall include:

Unit size and amount of capacity from that unit to be designated as Network Resource

VAR capability (both leading and lagging) of all generators

Operating restrictions

Any periods of restricted operations throughout the year

Maintenance schedules

Minimum loading level of unit

Normal operating level of unit

Any must-run unit designations required for system reliability or contract reasons

Approximate variable generating cost (\$/MWH) for redispatch computations

Arrangements governing sale and delivery of power to third parties from generating facilities located in the Transmission Provider Control Area, where only a portion of unit output is designated as a Network Resource

For each off-system Network Resource, such description shall include:

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- Identification of the Network Resource as an off-system resource
- Amount of power to which the customer has rights
- Identification of the control area from which the power will originate
- Delivery point(s) to the Transmission Provider's Transmission System
- Transmission arrangements on the external transmission system(s)
- Operating restrictions, if any
 - Any periods of restricted operations throughout the year
 - Maintenance schedules
 - Minimum loading level of unit
 - Normal operating level of unit
 - Any must-run unit designations required for system reliability or contract reasons
- Approximate variable generating cost (\$/MWH) for redispatch computations;

(vi) Description of Eligible Customer's transmission system:

- Load flow and stability data, such as real and reactive parts of the load,

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lines, transformers, reactive devices and load type, including normal and emergency ratings of all transmission equipment in a load flow format compatible with that used by the Transmission Provider

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

(vii) Service Commencement Date and the term of the requested Network Integration Transmission Service. The minimum term for Network Integration Transmission Service is one year;

(viii) A statement signed by an authorized officer from or agent of the Network Customer attesting that all of the network resources listed pursuant to Section 29.2(v) satisfy the following conditions:

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(1) the Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff; and (2) the Network Resources do not include any resources, or any portion thereof, that are committed for a sale of one-year or more to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program;

(ix) Any additional information required of the Transmission Customer as specified in the Transmission Provider's planning process established in Attachment K; and

(x) A statement of which Ancillary Services the Eligible Customer will purchase from the Transmission Provider.

Unless the Parties agree to a different time frame, the Transmission Provider must acknowledge the request within ten (10) days of receipt. The acknowledgement must include a date by which a response, including a Service Agreement, will be sent to the Eligible Customer. If an Application fails to meet the requirements of this section, the Transmission Provider shall notify the Eligible Customer requesting service within fifteen (15) days of

receipt and specify the reasons for such failure. Wherever possible, the Transmission Provider will attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application without prejudice to the Eligible Customer filing a new or revised Application that fully complies with the requirements of this section. The Eligible Customer will be assigned a new priority consistent with the date of the new or revised Application. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

29.3 Technical Arrangements to be Completed Prior to Commencement of Service:

Network Integration Transmission Service shall not commence until the Transmission Provider and the Network Customer, or a third party, have completed installation of all equipment specified under the Network Operating Agreement consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System. The Transmission Provider shall exercise reasonable efforts, in coordination with the Network Customer, to complete such arrangements as soon as practicable taking into consideration

the Service Commencement Date.

29.4 Network Customer Facilities:

The provision of Network Integration Transmission Service shall be conditioned upon the Network Customer's constructing, maintaining and operating the facilities on its side of each delivery point or interconnection necessary to reliably deliver capacity and energy from the Transmission Provider's Transmission System to the Network Customer. The Network Customer shall be solely responsible for constructing or installing all facilities on the Network Customer's side of each such delivery point or interconnection.

**29.5 Filing of Service Agreement:
(Intentionally Omitted)**

29.6 Tender and Execution of Service Agreement Where Environmental Review is Required

In the event that environmental review associated with a request is required, the Transmission Provider shall tender a Service Agreement as soon as possible after the completion of any necessary environmental review and development of any necessary environmental mitigation requirements. Failure of an Eligible Customer to execute and return the Service Agreement within fifteen (15) days after it is tendered by the Transmission Provider will be

deemed a withdrawal and termination of the Application and any deposit submitted shall be returned, without interest, or the release of its escrow funds authorized. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

30 Network Resources

30.1 Designation of Network Resources:

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

Network Resources may not include resources, or any portion thereof, that are committed for a sale of one year or more to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program. Any owned or purchased resources that were serving the Network Customer's loads under firm agreements entered into on or before the Service Commencement Date shall initially be designated as Network Resources until the Network Customer terminates the designation of such resources.

30.2 Designation of New Network Resources:

The Network Customer may designate a new Network Resource by providing the Transmission Provider with as much advance notice as practicable. A

designation of a new Network Resource must be made through the Transmission Provider's OASIS by a request for modification of service pursuant to an Application under Section 29. This request must include a statement that the new network resource satisfies the following conditions: (1) the Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff; and (2) The Network Resources do not include any resources, or any portion thereof, that are committed for a sale of one year or more to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program. The Network Customer's request will be deemed deficient if it does not include this statement and the Transmission Provider will follow the procedures for a deficient application as described in Section 29.2 of the Tariff.

30.3 Termination of Network Resources:

The Network Customer may terminate the designation of all or part of a generating resource as a Network Resource by providing notification to the Transmission Provider through OASIS as soon as reasonably practicable, but

not later than the firm scheduling deadline for the period of termination. Any request for termination of Network Resource status must be submitted on OASIS, and should indicate whether the request is for indefinite or temporary termination. A request for indefinite termination of Network Resource status must indicate the date and time that the termination is to be effective, and the identification and capacity of the resource(s) or portions thereof to be indefinitely terminated. A request for temporary termination of Network Resource status must include the following:

- (i) Effective date and time of temporary termination;
- (ii) Effective date and time of redesignation, following period of temporary termination;
- (iii) Identification and capacity of resource(s) or portions thereof to be temporarily terminated;
- (iv) Resource description and attestation for redesignating the network resource following the temporary termination, in accordance with Section 30.2; and
- (v) Identification of any related transmission service requests to be evaluated concomitantly with the request for temporary termination, such that the requests for undesignation and the request for these related transmission service requests must be

approved or denied as a single request. The evaluation of these related transmission service requests must take into account the termination of the network resources identified in (iii) above, as well as all competing transmission service requests of higher priority.

As part of a temporary termination, a Network Customer may only redesignate the same resource that was originally designated, or a portion thereof.

Requests to redesignate a different resource and/or a resource with increased capacity will be deemed deficient and the Transmission Provider will follow the procedures for a deficient application as described in Section 29.2 of the Tariff.

30.4 Operation of Network Resources:

The Network Customer shall not operate its designated Network Resources located in the Network Customer's or Transmission Provider's Control Area such that the output of those facilities exceeds its designated Network Load, plus sales of less than one year delivered pursuant to Part II of the Tariff, plus losses, plus power sales under a reserve sharing program, plus sales that permit curtailment without penalty to serve its designated Network Load. This limitation shall not apply to changes in the operation of a Transmission Customer's Network Resources at the request of the Transmission Provider to

respond to an emergency or other unforeseen condition which may impair or degrade the reliability of the Transmission System. For all Network Resources not physically connected with the Transmission Provider's Transmission System, the Network Customer may not schedule delivery of energy in excess of the Network Resource's capacity, as specified in the Network Customer's Application pursuant to Section 29, unless the Network Customer supports such delivery within the Transmission Provider's Transmission System by either obtaining Point-to-Point Transmission Service or utilizing secondary service pursuant to Section 28.4. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that a Network Customer's schedule at the delivery point for a Network Resource not physically interconnected with the Transmission Provider's Transmission System exceeds the Network Resource's designated capacity, excluding energy delivered using secondary service or Point-to-Point Transmission Service.

30.5 Network Customer Redispatch Obligation:

As a condition to receiving Network Integration Transmission Service, the Network Customer agrees to redispatch its Network Resources as requested by the Transmission Provider pursuant to Section 33.2. To the extent practical and at its discretion, the Transmission Provider may redispatch available

Federal Columbia River Power System resources or Network Resources on a least cost, non-discriminatory basis between all Network Customers, and the Transmission Provider.

30.6 Transmission Arrangements for Network Resources Not Physically Interconnected With The Transmission Provider:

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

30.7 Limitation on Designation of Network Resources:

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

30.8 Use of Interface Capacity by the Network Customer:

There is no limitation upon a Network Customer's use of the Transmission Provider's Transmission System at any particular interface to integrate the Network Customer's Network Resources (or substitute economy purchases) with its Network Loads. However, a Network Customer's use of the Transmission Provider's total interface capacity with other transmission systems may not exceed the Network Customer's Load.

30.9 Network Customer Owned Transmission Facilities:

(Intentionally Omitted)

[UNDER REVIEW]

31 Designation of Network Load

31.1 Network Load:

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

31.2 New Network Loads Connected With the Transmission Provider:

The Network Customer shall provide the Transmission Provider with as much advance notice as reasonably practicable of the designation of new Network Load that will be added to its Transmission System. A designation of new

Network Load must be made through a modification of service pursuant to a new Application. The Transmission Provider will use due diligence to install any transmission facilities required to interconnect a new Network Load designated by the Network Customer. The costs of new facilities required to interconnect a new Network Load shall be determined in accordance with the procedures provided in Section 32.4 and shall be charged to the Network Customer as provided for in the rates determined pursuant to Section 7 of the Northwest Power Act.

31.3 Network Load Not Physically Interconnected with the Transmission Provider:

This section applies to both initial designation pursuant to Section 31.1 and the subsequent addition of new Network Load not physically interconnected with the Transmission Provider. To the extent that the Network Customer desires to obtain transmission service for a load outside the Transmission Provider's Transmission System, the Network Customer shall have the option of (1) electing to include the entire load as Network Load for all purposes under Part III of the Tariff and designating Network Resources in connection with such additional Network Load, or (2) excluding that entire load from its Network Load and purchasing Point-To-Point Transmission Service under Part II of the Tariff. To the extent that the Network Customer gives notice of

its intent to add a new Network Load as part of its Network Load pursuant to this section the request must be made through a modification of service pursuant to a new Application.

31.4 New Interconnection Points:

To the extent the Network Customer desires to add a new Delivery Point or interconnection point between the Transmission Provider's Transmission System and a Network Load, the Network Customer shall provide the Transmission Provider with as much advance notice as reasonably practicable.

31.5 Changes in Service Requests:

Under no circumstances shall the Network Customer's decision to cancel or delay a requested change in Network Integration Transmission Service (e.g. the addition of a new Network Resource or designation of a new Network Load) in any way relieve the Network Customer of its obligation to pay the costs of transmission facilities constructed by the Transmission Provider and charged to the Network Customer as reflected in the Service Agreement.

However, the Transmission Provider must treat any requested change in Network Integration Transmission Service in a non-discriminatory manner.

31.6 Annual Load and Resource Information Updates:

The Network Customer shall provide the Transmission Provider with annual

updates of Network Load and Network Resource forecasts consistent with those included in its Application for Network Integration Transmission Service under Part III of the Tariff including, but not limited to, any information provided under section 29.2(ix) pursuant to the Transmission Provider's planning process in Attachment K. The Network Customer also shall provide the Transmission Provider with timely written notice of material changes in any other information provided in its Application relating to the Network Customer's Network Load, Network Resources, its transmission system or other aspects of its facilities or operations affecting the Transmission Provider's ability to provide reliable service.

32 Additional Study Procedures For Network Integration Transmission Service Requests

32.1 Notice of Need for System Impact Study:

After receiving a request for service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed and whether the Transmission Provider will study the impact of the request in a Cluster Study. A description of the Transmission Provider's methodology for completing a System Impact Study is provided in Attachment D. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform

the Eligible Customer, as soon as practicable, and shall inform the Eligible Customer whether the Transmission Provider will study the impact of the service request in a Cluster Study. If the Transmission Provider notifies the Eligible Customer that a System Impact Study is needed to evaluate the impact of the Application and that the Transmission Provider will perform a Cluster Study pursuant to Section 32.6 to evaluate such impact, the Eligible Customer may, at any time prior to the posting of the OASIS notice described in section 32.6(i), request in writing that the Transmission Provider study the Application individually rather than in a Cluster Study, and the Transmission Provider will offer the Eligible Customer a System Impact Study Agreement pursuant to this Section and will otherwise process the Application on an individual basis.

If (i) the Transmission Provider notifies the Eligible Customer that it will be studying the service request individually rather than in a Cluster Study, or (ii) the Eligible Customer requests in writing to be studied individually, the Transmission Provider shall as soon as practicable, but no later than thirty (30) days from the notification under (i) or receipt of the written request under (ii), tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. For a service request to remain a

Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned, without interest, or the release of its escrow funds authorized.

32.1.1 Notice of Need for Environmental Review

If the Transmission Provider determines that environmental review is required in response to a request for service, the Transmission Provider shall tender an environmental review agreement as soon as practicable. Pursuant to such agreement the Eligible Customer shall agree to reimburse the Transmission Provider for performing the environmental review. The Eligible Customer shall execute and return the environmental review agreement within 30 days of receipt or its application shall be deemed withdrawn and its deposit, if any, pursuant to Section 29.2, shall be returned, without interest, or the release of its escrow funds authorized.

32.2 System Impact Study Agreement and Cost Reimbursement:

- (i) The System Impact Study Agreement will clearly specify the Transmission Provider's estimate of the actual cost, and time for

completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

- (ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the service requests, the costs of that study shall be pro-rated among the Eligible Customers.
- (iii) For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost of the System Impact Studies pursuant to Section 8.

32.3 System Impact Study Procedures:

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Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify (1) any system constraints, identified with specificity by transmission element or flowgate, (2) redispatch options (when requested by an Eligible Customer) including, to the extent possible, an estimate of the cost of redispatch, (3) available options for installation of automatic devices to curtail service (when requested by an Eligible Customer), and (4) additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. For customers requesting the study of redispatch options, the System Impact Study shall (1) identify all resources located within the Transmission Provider's Control Area that can significantly contribute toward relieving the system constraint and (2) provide a measurement of each resource's impact on the system constraint. If the Transmission Provider possesses information indicating that any resource outside its Control Area could relieve the constraint, it shall identify each such resource in the System Impact Study. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation

of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer as soon as the System Impact Study is complete. The Transmission Provider will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. Except as provided in section 29.6, in order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement, or the Application shall be deemed terminated and withdrawn.

~~[UNDER REVIEW]~~

32.4 Facilities Study Procedures:

If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, the Transmission Provider, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities

Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned, without interest, or the release of its escrow funds authorized. Upon receipt of an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a sixty (60) day period. If the Transmission Provider is unable to complete the Facilities Study in the allotted time period, the Transmission Provider shall notify the Eligible Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Eligible Customer, (ii) the Eligible Customer's appropriate share of the cost of any required Network Upgrades, and (iii) the time required to complete such construction and initiate the requested service. The Eligible Customer shall provide the Transmission Provider with a letter of credit or

other reasonable form of security acceptable to the Transmission Provider equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. Except as provided in section 29.6, the Eligible Customer shall have thirty (30) days to execute a Service Agreement or request to initiate service in the absence of an executed Service Agreement pursuant to Section 15.3 and provide the required letter of credit or other form of security or the request no longer will be a Completed Application and shall be deemed terminated and withdrawn.

32.5 Study Metrics:

Section 19.9 defines how to calculate the percentage of non-Affiliates' System Impact Studies, Facilities Studies, and Cluster Studies processed outside the study completion due diligence deadlines under Part II of the Tariff. The same calculation applies to service under Part III of the Tariff.

32.6 Cluster Study

(i) Cluster Study Procedures

The Transmission Provider may conduct a Cluster Study on its own initiative or in response to a written request by Eligible Customer(s) with pending service request(s). If Eligible Customer(s) request a Cluster Study, the Transmission Provider will determine, in its discretion, if it can reasonably

accommodate the request(s) and will notify such Eligible Customers of its decision. If the Transmission Provider decides to conduct a Cluster Study, it will post notice of its decision on OASIS, and will provide reasonable advance notification to Eligible Customers, including the eligibility of Applications for the Cluster Study, the timing and process for conducting the study, the reasons for the Cluster Study, and whether the Transmission Provider will require a Precedent Transmission Service Agreement. For purposes of a Cluster Study, the Transmission Provider may aggregate: (1) all Applications that are submitted within a set time period, including Applications that were submitted before the Transmission Provider notified Eligible Customers that it will perform a Cluster Study, (2) all requests for service over a particular transmission path, (3) all requests for service of at least a certain amount of capacity, or (4) all requests that the Transmission Provider determines are suitable for aggregation based on other appropriate criteria, including a combination of criteria.

The Transmission Provider will require Eligible Customers with service request(s) that the Transmission Provider identifies for a Cluster Study to sign Cluster Study agreements or Precedent Transmission Service Agreements that provide that the System Impact Study, Facilities Study, or environmental review for the service request(s) will be performed as a Cluster Study. With

respect to a clustered System Impact Study or Facilities Study, the study will be performed in accordance with the procedures set forth in section 32.3 and 32.4 with the exception that the timeline for performing the System Impact Study or Facilities Study will begin to run after the last date for any Eligible Customer with service request(s) that the Transmission Provider identifies for the Cluster Study to sign and return Cluster Study Agreements or Precedent Transmission Services Agreements. With respect to a Cluster Study that includes aggregate study of system impacts and needed facilities, the Transmission Provider will initiate the Cluster Study within 14 days of the later of (i) the due date for the Precedent Transmission Service Agreement (PTSA) or (ii) the due date for providing performance assurance as required by the PTSA. The Transmission Provider will use due diligence to complete the Cluster Study within 120 days from such date. If the Transmission Provider is unable to complete the Cluster Study within the applicable timeline, the Transmission Provider will notify the Eligible Customers in the Cluster Study and provide an estimate of the time needed to complete the study along with an explanation of the reasons that additional time is required.

(ii) Cluster Study Agreement

The Transmission Provider will require Eligible Customers with service request(s) that the Transmission Provider identifies for a Cluster Study to sign

Cluster Study agreements for the service request(s) unless the Transmission Provider requires such Eligible customers to sign Precedent Transmission Service Agreements for the service request(s) under Section 32.6(iii). The Transmission Provider may conduct a Cluster Study for which the Transmission Provider requires Eligible Customers to sign Cluster Study agreements when: (1) preliminary analysis indicates that constructing new facilities or upgrades that the study identifies would facilitate providing service to multiple pending service requests; (2) preliminary analysis indicates that the Cluster Study would benefit the integration of new renewable resources; (3) at least one Eligible Customer requests that the Transmission Provider perform a Cluster Study pursuant to Section 32.6(i); or (4) the Transmission Provider determines based on other appropriate criteria that conducting a Cluster Study will facilitate providing service.

The Cluster Study agreement will describe the scope of the Cluster Study. An Eligible Customer must sign and return the Cluster Study agreement within 15 days of receipt. If an Eligible Customer fails to sign and return the Cluster Study agreement by the deadline stated in this paragraph or to advance fund the study costs, the Eligible Customer's service request(s) will be deemed withdrawn, the Transmission Provider will give the request(s) no further consideration, and the Eligible Customer's deposit provided pursuant to

section 29.2 will be returned, without interest, or the release of its escrow funds authorized.

A Cluster Study agreement will include the Transmission Provider's good faith estimate of the actual study costs and will require each Eligible Customer with service request(s) in the Cluster Study to advance fund a percentage of the study costs equal to the megawatts of the Eligible Customer's service request(s) divided by the total number of megawatts of all service requests included in the Cluster Study. Upon completing the Cluster Study, the Transmission Provider will determine the actual study costs. If the aggregate amount of the advance funding differs from the actual costs of the Cluster Study, the Transmission Provider will request additional funds from, or refund the excess amount to, the Eligible Customers with service request(s) in the Cluster Study, in proportion to the amounts previously advanced by each Eligible Customer. Eligible Customers must advance additional funds requested, if any, within 30 days of the request.

An Eligible Customer that has signed a Cluster Study agreement may opt out of a Cluster Study by withdrawing its service request(s) on OASIS. An Eligible Customer that withdraws service request(s) on OASIS after signing a Cluster Study agreement will remain liable for its percentage of the study costs and will be liable for any costs of re-study or analysis that result from

the Eligible Customer opting out.

(iii) Precedent Transmission Service Agreement

The Transmission Provider may require Eligible Customers with service request(s) that the Transmission Provider identifies for a Cluster Study to sign Precedent Transmission Service Agreements for the service request(s). The Transmission Provider will bear the costs of a Cluster Study for service requests for which Eligible Customers sign Precedent Transmission Service Agreements, and the Transmission Provider will not require Eligible Customers to also sign Cluster Study agreements for such a study.

The Precedent Transmission Service Agreements will obligate the Eligible Customers to take transmission service at the Base Charge in the Transmission Provider's Network Integration rate schedule if the Transmission Provider satisfies conditions in the agreement that will include, but will not necessarily be limited to (1) determining in its discretion that it may reasonably provide transmission service at such rate, after considering, without limitation, the amount of subscription under Precedent Transmission Service Agreements and the benefits to the Transmission System of any new facilities needed to provide service to the service requests in the Cluster Study, and (2) in the event that the Transmission Provider must construct new facilities or facility upgrades to provide the requested service, the Transmission Provider decides,

after completing environmental review, to build such facilities.

The Transmission Provider will provide Eligible Customers at least 15 days to sign and return the Precedent Transmission Service Agreements. If an Eligible Customer fails to sign and return the Precedent Transmission Service Agreement by the deadline that the Transmission Provider establishes or to meet any requirement specified in such agreement, the Eligible Customer's service request(s) will be deemed withdrawn, the Transmission Provider will give the service request(s) no further consideration, and the Eligible Customer's deposit provided pursuant to section 29.2 will be returned, without interest, or the release of its escrow funds authorized.

An Eligible Customer that signs a Precedent Transmission Service Agreement will provide security equivalent to the charges for twelve months of service for the Eligible Customer's service request(s), except that the Eligible Customer will not provide security if the Eligible Customer has a Network Integration Transmission Service Agreement, the service request for which the Eligible Customer signs a Precedent Transmission Service Agreement is for transmission of a new Network Resource, and the Eligible Customer submits a statement signed by an authorized officer or agent of the Eligible Customer attesting that (1) the Eligible Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to

purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff; and (2) the Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Eligible Customer's Network Load on a non-interruptible basis. A security deposit provided pursuant to this paragraph will be made either (1) to the Transmission Provider (which shall not earn interest), or (2) into an escrow fund set up by the Transmission Customer consistent with the provisions of the Precedent Transmission Service Agreement.

The Transmission Provider will provide Eligible Customers that are offered a Precedent Transmission Service Agreement the option under such agreement to extend the term of service initially requested by the customers without filing a new Application. An extension of the term of service pursuant to this paragraph will not be subject to competition under section 2.2.

33 Load Shedding and Curtailments

33.1 Procedures:

Prior to the Service Commencement Date, the Transmission Provider and the Network Customer shall establish Load Shedding and Curtailment procedures

pursuant to the Network Operating Agreement with the objective of responding to contingencies on the Transmission System and on systems directly and indirectly interconnected with Transmission Provider's Transmission System. The Parties will implement such programs during any period when the Transmission Provider determines that a system contingency exists and such procedures are necessary to alleviate such contingency. The Transmission Provider will notify all affected Network Customers in a timely manner of any scheduled Curtailment.

33.2 Transmission Constraints:

During any period when the Transmission Provider determines that a transmission constraint exists on the Transmission System, and such constraint may impair the reliability of the Transmission Provider's system, the Transmission Provider will take whatever actions, consistent with Good Utility Practice, that are reasonably necessary to maintain the reliability of the Transmission Provider's system. To the extent the Transmission Provider determines that the reliability of the Transmission System can be maintained by redispatching resources, the Transmission Provider may redispatch available Federal Columbia River Power System resources or it may initiate procedures pursuant to the Network Operating Agreement to redispatch all Network Resources and the Transmission Provider's own resources on a least-

cost basis without regard to the ownership of such resources. Any redispatch of Network Resources under this section may not unduly discriminate between the Transmission Provider's use of the Transmission System on behalf of its Native Load Customers and any Network Customer's use of the Transmission System to serve its designated Network Load.

33.3 Cost Responsibility for Relieving Transmission Constraints:

Whenever the Transmission Provider implements redispatch of available Federal Columbia River Power System resources or least-cost redispatch procedures of Network Resources in response to a transmission constraint, the Transmission Provider and Network Customers will each bear a proportionate share of the total redispatch cost based on their respective Network Load.

33.4 Curtailments of Scheduled Deliveries:

If a transmission constraint on the Transmission Provider's Transmission System cannot be relieved through the implementation of least-cost redispatch procedures and the Transmission Provider determines that it is necessary to Curtail scheduled deliveries, the Parties shall Curtail such schedules in accordance with the Network Operating Agreement or pursuant to the Procedures Addressing Parallel Flows specified in Attachment J.

~~[UNDER REVIEW]~~

33.5 Allocation of Curtailments:

The Transmission Provider shall, on a non-discriminatory basis, Curtail the transaction(s) that effectively relieve the constraint. However, to the extent practicable and consistent with Good Utility Practice, any Curtailment will be shared by the Transmission Provider and Network Customer in proportion to their respective Network Load.

The Transmission Provider shall not direct the Network Customer to Curtail schedules to an extent greater than the Transmission Provider would Curtail the Transmission Provider's schedules under similar circumstances.

33.6 Load Shedding:

To the extent that a system contingency exists on the Transmission Provider's Transmission System and the Transmission Provider determines that it is necessary for the Transmission Provider and the Network Customer to shed load, the Parties shall shed load in accordance with previously established procedures under the Network Operating Agreement.

33.7 System Reliability:

Notwithstanding any other provisions of this Tariff, the Transmission Provider reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to Curtail Network Integration Transmission Service without liability on the Transmission Provider's part for the purpose of making

necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where the continuance of Network Integration Transmission Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on the Transmission Provider's Transmission System or on any other system(s) directly or indirectly interconnected with the Transmission Provider's Transmission System, the Transmission Provider, consistent with Good Utility Practice, also may Curtail Network Integration Transmission Service in order to (i) limit the extent or damage of the adverse condition(s) or disturbance(s), (ii) prevent damage to generating or transmission facilities, or (iii) expedite restoration of service. The Transmission Provider will give the Network Customer as much advance notice as is practicable in the event of such Curtailment. Any Curtailment of Network Integration Transmission Service will be not unduly discriminatory relative to the Transmission Provider's use of the Transmission System on behalf of its Native Load Customers. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that the Network Customer fails to respond to established Load Shedding and Curtailment procedures.

34 Rates and Charges

The Transmission Customer shall pay for Network Integration Transmission

Service and Ancillary Services provided under Part III of this Tariff as provided for in the rates determined pursuant to Section 7 of the Northwest Power Act. In addition, the Network Customer shall pay the Transmission Provider for any Direct Assignment Facilities, and applicable study costs, consistent with Commission policy.

34.1 Monthly Demand Charge:

(Intentionally Omitted).

34.2 Determination of Network Customer's Monthly Network Load:

(Intentionally Omitted).

34.3 Determination of Transmission Provider's Monthly Transmission System Load:

(Intentionally Omitted).

34.4 Redispatch Charge:

(Intentionally Omitted).

34.5 Stranded Cost Recovery:

The Transmission Provider may seek to recover stranded costs from the Network Customer pursuant to this Tariff and pursuant to Section 7 of the Northwest Power Act.

35 Operating Arrangements

35.1 Operation under The Network Operating Agreement:

The Network Customer shall plan, construct, operate and maintain its facilities in accordance with Good Utility Practice and in conformance with the Network Operating Agreement.

35.2 Network Operating Agreement:

The terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Part III of the Tariff shall be specified in the Network Operating Agreement. The Network Operating Agreement shall provide for the Parties to

- (i) operate and maintain equipment necessary for integrating the Network Customer within the Transmission Provider's Transmission System (including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment),
- (ii) transfer data between the Transmission Provider and the Network Customer (including, but not limited to, heat rates and operational characteristics of Network Resources, generation schedules for units outside the Transmission Provider's Transmission System, interchange schedules, unit outputs for redispatch required under Section 33, voltage schedules, loss

factors and other real time data),

(iii) use software programs required for data links and constraint dispatching,

(iv) exchange data on forecasted loads and resources necessary for long-term planning, and

(v) address any other technical and operational considerations required for implementation of Part III of the Tariff, including scheduling protocols.

The Network Operating Agreement will recognize that the Network Customer shall either

(i) operate as a Control Area under applicable guidelines of the Electric Reliability Organization (ERO) as defined in 18 C.F.R. § 39.1, the regional reliability organization, and the Northwest Power Pool (NWPP),

(ii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with the Transmission Provider, or

(iii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with another entity, consistent with Good Utility Practice, which satisfies the applicable reliability guidelines of the ERO, the regional reliability organization, and the NWPP.

The Transmission Provider shall not unreasonably refuse to accept contractual arrangements with another entity for Ancillary Services. The Network

Operating Agreement is included in Attachment G.

35.3 Network Operating Committee:

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

IV MISCELLANEOUS PROVISIONS

36 Oversupply Management Protocol

The Oversupply Management Protocol will apply when Transmission Provider displaces generation in its Control Area with generation from the federal hydroelectric system in order to moderate total dissolved gas levels in the Columbia River. When Transmission Provider determines that it is probable that the total dissolved gas levels measured by the U.S. Army Corps of Engineers will exceed, or when they do exceed, Oregon and Washington water quality standards at projects that are spilling past unloaded turbines, the Transmission Provider has the right to initiate the Oversupply Management Protocol in Attachment P. All Transmission Customers that own or operate generating facilities in Transmission Provider's Control Area and all generators that own or operate generating facilities in Transmission Provider's Control Area shall act in accordance with the Oversupply Management Protocol in Attachment P. Attachment P shall not apply to curtailments under sections 13.6, 14.7, or 33.

SCHEDULE 1

Scheduling, System Control and Dispatch Service

This service is required to schedule the movement of power through, out of, within, or into a Control Area. This service can be provided only by the operator of the Control Area in which the transmission facilities used for transmission service are located. Scheduling, System Control and Dispatch Service is to be provided directly by the Transmission Provider (if the Transmission Provider is the Control Area operator) or indirectly by the Transmission Provider making arrangements with the Control Area operator that performs this service for the Transmission Provider's Transmission System. The Transmission Customer must purchase this service from the Transmission Provider or the Control Area operator. The charges for Scheduling, System Control and Dispatch Service are to be based on the rate set forth in the Transmission Provider's Schedule ACS-20, Ancillary Services and Control Area Services Rate, or its successor. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

SCHEDULE 2

Reactive Supply and Voltage Control from Generation or Other Sources Service

Reactive Supply and Voltage Control from Generation or Other Sources Service

In order to maintain transmission voltages on the Transmission Provider's transmission facilities within acceptable limits, generation facilities and non-generation resources capable of providing this service that are under the control of the control area operator are operated to produce (or absorb) reactive power. Thus, Reactive Supply and Voltage Control from Generation or Other Sources Service must be provided for each transaction on the Transmission Provider's transmission facilities. The amount of Reactive Supply and Voltage Control from Generation or Other Sources Service that must be supplied with respect to the Transmission Customer's transaction will be determined based on the reactive power support necessary to maintain transmission voltages within limits that are generally accepted in the region and consistently adhered to by the Transmission Provider.

Reactive Supply and Voltage Control from Generation or Other Sources Service is to be provided directly by the Transmission Provider (if the Transmission Provider is the Control Area operator) or indirectly by the Transmission Provider making arrangements with the Control Area operator that performs this service for the Transmission Provider's

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Transmission System. The Transmission Customer must purchase this service from the Transmission Provider or the Control Area operator. The charges for such service will be based on the rate set forth in the Transmission Provider's Schedule ACS-20, Ancillary Services and Control Area Services Rate, or its successor. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the Control Area operator.

SCHEDULE 3

Regulation and Frequency Response Service

Regulation and Frequency Response Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled Interconnection frequency at sixty cycles per second (60 Hz). Regulation and Frequency Response Service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) and by other non-generation resources capable of providing this service as necessary to follow the moment-by-moment changes in load.

The obligation to maintain this balance between resources and load lies with the Transmission Provider (or the Control Area operator that performs this function for the Transmission Provider). The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation.

The Transmission Provider will take into account the speed and accuracy of regulation resources in its determination of Regulation and Frequency Response reserve requirements, including as it reviews whether a self-supplying Transmission Customer has made alternative comparable arrangements. Upon request by the self-supplying Transmission Customer, the Transmission Provider will share with the Transmission Customer its reasoning and any related data used to make the determination of whether the Transmission Customer has made alternative comparable arrangements.

The amount of and-charges for Regulation and Frequency Response Service rate set forth in the Transmission Provider's Schedule ACS-20 in BPA's "Transmission,

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Ancillary, and Control Area Service Rate Schedules and General Rate Schedule Provisions”, or its successor. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

SCHEDULE 4

Energy Imbalance Service

Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a Control Area over a scheduling period. The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements, which may include use of non-generation resources capable of providing this service, to satisfy its Energy Imbalance Service obligation. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator. The charges for Energy Imbalance Service are set forth in the Transmission Provider's Schedule ACS-20, Ancillary Services and Control Area Services Rate, or its successor.

SCHEDULE 5

Operating Reserve - Spinning Reserve Service

Spinning Reserve Service is needed to serve load immediately in the event of a system contingency. Spinning Reserve Service may be provided by generating units that are on-line and loaded at less than maximum output and by non-generation resources capable of providing this service. The Transmission Provider must offer this service to meet the Transmission Customer's Spinning Reserve Service obligation determined in accordance with applicable standards of the ERO or regional reliability organization. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Spinning Reserve Service obligation. The amount of and charges for Spinning Reserve Service are set forth in the Transmission Provider's Schedule ACS-20, Ancillary Services and Control Area Services Rate, or its successor. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

SCHEDULE 6

Operating Reserve - Supplemental Reserve Service

Supplemental Reserve Service is needed to serve load in the event of a system contingency; however, it is not available immediately to serve load but rather within a short period of time. Supplemental Reserve Service may be provided by generating units that are on-line but unloaded, by quick-start generation or by interruptible load or other non-generation resources capable of providing this service. The Transmission Provider must offer this service to meet the Transmission Customer's Supplemental Reserve Service obligation determined in accordance with applicable standards of the ERO or regional reliability organization. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Supplemental Reserve Service obligation. The amount of and charges for Supplemental Reserve Service are set forth in the Transmission Provider's Schedule ACS-20, Ancillary Services and Control Area Services Rate, or its successor. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

SCHEDULE 7

Long-Term Firm and Short-Term Firm Point-To-Point Transmission Service

The Transmission Customer shall compensate the Transmission Provider pursuant to the Transmission Provider's 2020 Transmission and Ancillary Service Rate Schedules, or ACS-20, successor rate schedules.

2) Discounts: Three principal requirements apply to discounts for transmission service as follows (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an Affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, the Transmission Provider must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.

3) Resales: The rates and rules governing discounts stated above shall not apply to resales of transmission service, compensation for which shall be governed by Section 23.1 of the Tariff.

SCHEDULE 8

Non-Firm Point-To-Point Transmission Service

The Transmission Customer shall compensate the Transmission Provider pursuant to the Transmission Provider's 2020 Transmission and Ancillary Service Rate Schedules, or ACS-20, successor rate schedules.

2) Discounts: Three principal requirements apply to discounts for transmission service as follows (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an Affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, the Transmission Provider must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.

3) Resales: The rates and rules governing discounts stated above shall not apply to resales of transmission service, compensation for which shall be governed by Section 23.1 of the Tariff.

SCHEDULE 9

Generator Imbalance Service

Generator Imbalance Service is provided when a difference occurs between the output of a generator located in the Transmission Provider's Control Area and a delivery schedule from that generator to (1) another Control Area or (2) a load within the Transmission Provider's Control Area over a scheduling period. Pursuant to Schedule 10, the Transmission Provider must offer the amount of balancing reserve capacity forecasted for this service, to the extent it is physically feasible to do so from its resources or from resources available to it, when transmission service is used to deliver energy from a generator located within its Control Area.

The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements, which may include use of non-generation resources capable of providing this service, to satisfy its Generator Imbalance Service obligation.

The charges for Generator Imbalance Service are set forth in BPA's "Transmission Ancillary, and Control Area Services Rate Schedules, and General Rate Schedule Provisions," ACS-20, or their successor.

To the extent the Control Area Operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area Operator.

For purposes of this Schedule 9, the Transmission Provider may bill a Generator owner or operator directly for this service in lieu of billing the Transmission Customer, pursuant to an interconnection agreement or other arrangement. In that case, the generator owner or operator will be deemed to be a "Transmission Customer" for the purposes of this schedule.

Bonneville Power Administration

Open Access Transmission Tariff

The Transmission Provider may charge the Transmission Customer a penalty for generator imbalances under this Schedule or a penalty for energy imbalances under Schedule 4 for imbalances occurring during the same scheduling period, but not both unless the imbalances aggravate rather than offset each other.

SCHEDULE 10

Capacity for Generator Balancing Services

Capacity for Generator Balancing Services is necessary to ensure the capacity is available to provide the energy for service under Schedule 9, Generator Imbalance Service, as well as to provide regulation and frequency response for generation, in order to maintain scheduled Interconnection frequency at sixty cycles per second (60 Hz). The obligation to maintain the capacity under this schedule 10 lies with the Transmission Provider (or the Balancing Authority that performs this function for the Transmission Provider). The Transmission Provider must offer to provide this service to generation electrically located in the Transmission Provider's Control Area to the extent it will not unreasonably impair reliability. The Transmission Provider will establish a long-term planning process in its Business Practices and utilize that planning process to forecast the reserve capacity needed to provide this service. The Transmission Provider will offer to provide such service up to the forecast quantity from its resources or resources available to it.

The Transmission Customer must either purchase this capacity for generator balancing services from the Transmission Provider or make alternative comparable arrangements, to satisfy its obligation.

The charges for Capacity for Generator Balancing Services are set forth in BPA's "Transmission, Ancillary, and Control Area Services Rate Schedules and General Rate Schedule Provisions," ACS-20, or its successor. To the extent the Balancing Authority performs this service for the Transmission Provider charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Balancing Authority.

The Transmission Provider may charge the Transmission Customer for Capacity for Generator Balancing Service under this Schedule and for Frequency and Response Service under Schedule 3, since Capacity needs for load and generation may aggravate rather than offset each other.

ATTACHMENT A

**Form Of Service Agreement For
Firm Point-To-Point Transmission Service**

Service Agreement No. XXTX-XXXXX

ATTACHMENT A

**Form of Service Agreement for
Point-to-Point Transmission Service**

SERVICE AGREEMENT

for

**POINT-TO-POINT
TRANSMISSION SERVICE**

executed by the

**UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY**

acting by and through the

BONNEVILLE POWER ADMINISTRATION

And

(CUSTOMER NAME)

1. This Service Agreement is entered into, by and between the Bonneville Power Administration Transmission Services (Transmission Provider) and (Customer Name) (Transmission Customer).
2. The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Point-to-Point (PTP) Transmission Service under the Transmission Provider's Open Access Transmission Tariff (Tariff).
3. The Transmission Customer has provided to the Transmission Provider a deposit, if applicable, unless such deposit has been waived by the Transmission Provider, for Firm Point-to-Point Transmission Service in accordance with the provisions of Section 17.3 of the Tariff.

Bonneville Power Administration

Open Access Transmission Tariff

4. Service under this Service Agreement for a transaction shall commence on the later of (1) the Service Commencement Date as specified by the Transmission Customer in a subsequent request for transmission service, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed. This Service Agreement shall terminate on such date as mutually agreed upon by the Parties.
5. The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Point-to-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

Bonneville Power Administration

Open Access Transmission Tariff

6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated in Exhibit D.
7. The Tariff, Exhibit A (Transmission Service Request), Exhibit B (Direct Assignment and Use-of-Facilities Charges), Exhibit C (Ancillary Service Charges), Exhibit D (Notices), and Exhibit E (Creditworthiness and Prepayment) are incorporated herein and made a part hereof. Capitalized terms not defined in this Service Agreement are defined in the Tariff.
8. This Service Agreement shall be interpreted, construed, and enforced in accordance with Federal law.
9. This Service Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
10. The Transmission Customer and the Transmission Provider agree that provisions of Section 3201(i) of Public Law 104-134 (Bonneville Power Administration Refinancing Act) are incorporated in their entirety and hereby made a part of this Service Agreement.
11. Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Transmission Customer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated by reference in the Service Agreement the same as if the specific language had been written into the Service Agreement, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

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

(CUSTOMER NAME)

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By: _____

Name: _____
(Print/Type)

Name: _____
(Print/Type)

Title: _____

Title: Transmission Account Executive

Date: _____

Date: _____

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

TRANSMISSION SERVICE REQUEST

Assign Ref is: _____

1. TERM OF TRANSACTION

Service Commencement Date:

Termination Date:

2. DESCRIPTION OF CAPACITY AND ENERGY TO BE TRANSMITTED BY TRANSMISSION PROVIDER AND MAXIMUM AMOUNT OF CAPACITY AND ENERGY TO BE TRANSMITTED (RESERVED CAPACITY)

3. POINT(S) OF RECEIPT

4. POINT(S) OF DELIVERY

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

6. NAMES OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE

7. SERVICE AGREEMENT CHARGES

Service under this Service Agreement will be subject to some combination of the charges detailed below and in Exhibits B and C. (The appropriate charges for transactions will be determined in accordance with the terms and conditions of the Tariff.)

7.1 Transmission Charge: *[all applicable charges or discounts shall be identified]*

7.2 System Impact and/or Facilities Study Charge(s):

7.3 Direct Assignment Facilities Charges:

7.4 Ancillary Service Charges:

8. OTHER PROVISIONS SPECIFIC TO THIS SERVICE AGREEMENT

EXHIBIT B
DIRECT ASSIGNMENT AND USE-OF-FACILITIES CHARGES

EXHIBIT C
ANCILLARY SERVICE CHARGES

**EXHIBIT D
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 First Class mail, by facsimile or sent by overnight delivery service.

2. NOTICES OF AN OPERATING NATURE

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

EXHIBIT E
CREDITWORTHINESS AND PREPAYMENT

ATTACHMENT B

**Form Of Service Agreement For Non-Firm Point-To-Point
Transmission Service**

(Intentionally Omitted)

ATTACHMENT C

Methodology To Assess Available Transfer Capability

The Transmission Provider will compute ATC and AFC consistent with applicable Commission, NERC, and WECC criteria and may modify its ATC and AFC methodologies from time to time. The Transmission Provider may require the Transmission Customer to submit forecasts of loads and generation that are reasonably necessary to enable the Transmission Provider to compute ATC and AFC. The Transmission Provider's ATC and AFC methodologies, which are referenced generally throughout this Attachment C, are described in detail in: (a) for the period that begins with the current hour and extending through month 13, the ATC Implementation Document; and (b) for the period beyond 13 months and extending through the posting period (planning time period), the ATC and AFC Methodologies for the Planning Time Period. These methodology documents and the process flow diagram are posted on the ATC Methodology Page of the Transmission Provider's web site at http://transmission.bpa.gov/business/atc_methodology/. The Transmission Provider's OASIS contains a link to this site.

The Transmission Provider uses a Rated System Path (contract path) methodology to calculate ATC on external interconnections, interties and some paths internal to BPA's network. Under this methodology, Firm ATC = $TTC - ETC_{Firm} - TRM - CBM +$ Postbacks + Counterflows. Non-Firm ATC = $TTC - ETC_{Firm} - ETC_{NonFirm} - TRM -$ CBM + Postbacks + Counterflows. This methodology and a list of the paths for which ATC is calculated are described in the Transmission Provider's ATC methodology documents.

The Transmission Provider uses a Flowgate methodology on the network flowgates. Under this methodology as well, Firm AFC = $TFC - ETC_{Firm} - TRM - CBM +$ Postbacks

+ Counterflows. Non-Firm AFC = $TFC - ETC_{\text{Firm}} - ETC_{\text{NonFirm}} - TRM - CBM +$
Postbacks + Counterflows. This methodology and a list of the network flowgates are described in the Transmission Provider's AFC methodology documents.

BPA calculates the ATC and AFC components consistent with applicable NERC reliability standards. The explanation of the ATC and AFC components is as follows:

(1) Total Transfer Capability (TTC) and Total Flowgate Capability (TFC) are the amount of electric power that can be transferred over the interconnected transmission network in a reliable manner under specified system conditions. The Transmission Provider calculates TTC and TFC consistent with applicable NERC MOD Reliability Standards and the WECC Path Rating Process. The methodology and assumptions used to determine TTC and TFC are described in the Transmission Provider's ATC and AFC methodology documents.

(2) Existing Transmission Commitments (ETC) are the committed uses of the system, which include the firm and non-firm capacity set aside to serve Point-to-Point Service Agreements, Network Integration Service Agreements, pre-Order 888 grandfathered agreements, and other commitments made pursuant to the Transmission Provider's statutory and treaty obligations (such as the delivery of power from the Federal system to irrigation districts associated with the United States Bureau of Reclamation (USBR) projects and the return of energy to Canada under the Columbia River Treaty, described further below). The Transmission Provider assumes a Transmission Customer with a Transmission Service contract containing the right of first refusal will take or continue to take transmission service when that contract expires or is eligible for renewal, unless otherwise notified by the Transmission Customer. The methodology for determining ETC is described in the Transmission Provider's ATC and AFC methodology documents. For purposes of calculating firm ETC, the Transmission Provider:

(a) is obligated by statute and contract with USBR to provide power from the Federal

system to several irrigation districts associated with USBR projects in the Pacific Northwest and considers the delivery of power to these irrigation districts to be a committed use.

(b) is obligated by the Columbia River Treaty, a treaty between the United States and Canada, to return energy to Canada and considers the return of energy to Canada under the Columbia River Treaty to be a committed use. If the Columbia River Treaty is amended, the Transmission Provider will continue to consider the return of energy to Canada under the amended Treaty to be a committed use. If the Columbia River Treaty is terminated, the Transmission Provider will continue to consider the return of energy to Canada to be a committed use, until either (i) a new or replacement treaty is in effect, or (ii) the Transmission Provider issues a notice that the Columbia River Treaty is no longer considered a committed use. If a new or replacement treaty is in effect, the ETC being held by the Transmission Provider for the Columbia River Treaty shall be assigned to the new or replacement treaty consistent with the terms of any return obligation in the new or replacement treaty. In that case, any ETC being held for the Columbia River Treaty in excess of what is needed for the new or replacement treaty will be released to ATC and AFC inventory.

(c) includes a margin (ATC Methodology Margin) for the network flowgates during the planning time period to address uncertainties for calculating ETC in the planning time period. The Transmission Provider no longer includes this margin during the period that begins with the current hour and extending through month 13. The ATC Methodology Margin is described in the Transmission Provider's ATC and AFC methodology documents.

(3) Transmission Reliability Margin (TRM) is the amount of transfer capability necessary to provide a reasonable level of assurance that the interconnected transmission network will be secure under a broad range of uncertainties in system conditions. The TRM

methodology and assumptions for the paths and flowgates for which TRM is implemented are described in the Transmission Provider's TRM Implementation Document posted on the ATC Methodology Page of the Transmission Provider's web site.

(4) The Transmission Provider does not set aside transfer capability for Capacity Benefit Margin (CBM). Because the Transmission Provider does not implement CBM on any paths or flowgates, the Transmission Provider does not have procedures for reevaluating its CBM needs.

(5) Postbacks are changes to ATC and AFC due to a change in the use of a transmission reservation and are described in the Transmission Provider's ATC and AFC methodology documents.

(6) Counterflows are changes to ATC and AFC and are described in the Transmission Provider's ATC and AFC methodology documents.

Bonneville Power Administration
Open Access Transmission Tariff

ATTACHMENT D

Methodology for Completing a System Impact Study

Methodology for Completing a System Impact Study

The Transmission Provider will complete a System Impact Study (SIS) to assess the impact of a Transmission Service request on the Federal Columbia River Transmission System. The SIS will identify the need and approximate scope of system expansion to accommodate the requested service. The SIS may evaluate, using power flow analysis, the effect of the requested transmission service on the performance of the transmission system under plausible scenario(s), including varied operating condition(s), and season(s). The SIS will evaluate Transmission System performance against applicable criteria and standards. The SIS will rely on previous studies to the maximum extent possible.

ATTACHMENT E

Index Of Point-To-Point Transmission Service Customers

A list of Point-to-Point Transmission Service customers and Service Agreements can be found on BPA's OASIS.

ATTACHMENT F

**Service Agreement For
Network Integration Transmission Service
Service Agreement For Network Integration Transmission Service**
Service Agreement No. **XXTX-XXXXX**

**SERVICE AGREEMENT
FOR
NETWORK INTEGRATION
TRANSMISSION SERVICE
EXECUTED BY THE
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
ACTING BY AND THROUGH THE
BONNEVILLE POWER ADMINISTRATION
AND**

(CUSTOMER)

1. This Service Agreement is entered into, by and between the Bonneville Power Administration Transmission Services (Transmission Provider) and **(Customer Name)** (Transmission Customer).
2. The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Transmission Provider's Open Access Transmission Tariff (Tariff).
3. The Transmission Customer has provided to the Transmission Provider a deposit, unless such deposit has been waived by the Transmission Provider, for Transmission Service in accordance with the provisions of Section 29.2 of the Tariff.
4. Service under this agreement shall commence on the later of (1) the requested Service Commencement Date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.

Bonneville Power Administration

Open Access Transmission Tariff

5. The Transmission Provider agrees to provide and the Transmission Customer agrees to pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff and this Service Agreement.
6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated in Exhibit D.
7. The Tariff, Exhibit A (Specifications for Network Integration Transmission Service), Exhibit B (Direct Assignment and Use-of-Facilities Charges), Exhibit C (Ancillary Services), and Exhibit D (Notices) are incorporated herein and made a part hereof. Capitalized terms not defined in this agreement are defined in the Tariff.
8. This Service Agreement shall be interpreted, construed, and enforced in accordance with Federal law.
9. This Service Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors.
10. [Customer Option] The Transmission Customer and the Transmission Provider agree that provisions of Section 3201(i) of Public Law 104-134 (Bonneville Power Administration Refinancing Act) are incorporated in their entirety and hereby made a part of this Service Agreement.
11. Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Transmission Customer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated by reference in the Service Agreement the same as if the specific language had been written into the Service Agreement, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

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

(CUSTOMER NAME)

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By: _____

| BPA's Proposed – 2018 – 212 New Tariff – ~~August~~April 2018
Pre-Decisional. For Discussion Purposes Only.

Bonneville Power Administration
Open Access Transmission Tariff

Name: _____
(Print/Type)

Name: _____
(Print/Type)

Title: _____

Title: Transmission Account Executive

Date: _____

Date: _____

**EXHIBIT A
SPECIFICATIONS FOR
NETWORK INTEGRATION TRANSMISSION SERVICE**

TRANSMISSION SERVICE REQUEST

Assign Ref is: _____

- 1. TERM OF TRANSACTION**
Service Commencement Date:
Termination Date:
- 2. NETWORK RESOURCES**
- 3. POINT(S) OF RECEIPT**
- 4. POINT(S) OF DELIVERY**
- 5. NETWORK LOAD**
- 6. DESIGNATION OF PARTY(IES) SUBJECT TO RECIPROCAL SERVICE OBLIGATION**
- 7. NAMES OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE**
- 8. SERVICE AGREEMENT CHARGES**
Service under this Agreement may be subject to some combination of the charges detailed below and in Exhibits B and C. (The appropriate charges for transactions will be determined in accordance with the terms and conditions of the Tariff.)
 - 8.1 Transmission Charge:
 - 8.2 System Impact and/or Facilities Study Charge(s):
 - 8.3 Direct Assignment Facilities Charges:
 - 8.4 Ancillary Service Charges:

9. OTHER PROVISIONS SPECIFIC TO THIS SERVICE AGREEMENT

EXHIBIT B
DIRECT ASSIGNMENT AND USE-OF-FACILITIES CHARGES

EXHIBIT C
ANCILLARY SERVICE CHARGES

**EXHIBIT D
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 First Class mail, by telefax or sent by overnight delivery service.

2. NOTICES OF AN OPERATING NATURE

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

ATTACHMENT G

Network Operating Agreement

The Transmission Provider will provide the Network Operating Agreement when it negotiates and offers a Network Integration Transmission Service Agreement.

The Network Operating Agreement will set forth the terms and conditions under which the Network Customer will be required to operate its facilities as well as technical and operational matters associated with the provision of Network Integration Transmission Service.

The Network Operating Agreement will include, but is not limited to the following:

- Authorized Representatives of the Parties
- Network Operating Committee
- System Protection
- System Regulation and Operating Reserves
- Service Conditions
- Management of Transmission Constraints
- Emergency Procedures
- Maintenance of Facilities
- Data, Information, and Reports
- Metering
- Communications
- Transmission Losses
- Administrative Provisions
- Operational Regulatory Compliance
- Other Operational and Technical Matters as Needed

ATTACHMENT H

**Annual Transmission Revenue Requirement
For Network Integration Transmission Service**

(Intentionally Omitted)

ATTACHMENT I

Index Of Network Integration Transmission Service Customers

A list of Network Integration Transmission Service customers and Service Agreements can be found on BPA's OASIS.

ATTACHMENT J

Procedures for Addressing Parallel Flows

The North American Electric Reliability Corporation's ("NERC") Qualified Path Unscheduled Flow Relief for the Western Electricity Coordinating Council (WECC), Reliability Standard WECC-IRO-STD-006-0 filed by NERC in Docket No. RR07-11-000 on March 26, 2007, and approved by the Commission on June 8, 2007, and any amendments thereto, are hereby incorporated and made part of this Tariff. See www.nerc.com for the current version of the NERC's Qualified Path Unscheduled Flow Relief Procedures for WECC.

ATTACHMENT K

Transmission Planning Process

TRANSMISSION PLANNING PROCESS

PART I

INTRODUCTION

The objective of the annual Transmission Provider process is to develop a transmission plan that cost effectively meets safety, reliability, economic, environmental, public policy and other objectives.

The Transmission Provider will conduct its planning process in an open, coordinated, and transparent manner.

The Transmission Provider's annual transmission planning process will include a series of open planning meetings that will allow anyone, including network and point-to-point customers, interconnected neighbors, regulatory and state bodies and other Persons, to provide input into and comment on the Transmission Provider's development of a ten year plan for the Transmission Provider's Transmission System ("BPA Plan").

The Transmission Provider also will communicate regarding its transmission planning with neighboring transmission providers and Interested Persons in the ColumbiaGrid planning process, which is a process that is open to everyone. Part IV of this Attachment K is based on the ColumbiaGrid Planning and Expansion Functional Agreement (or "PEFA") which is posted on the ColumbiaGrid Website. Capitalized terms used in this Attachment K are defined in Appendix A to this Attachment K or elsewhere in this OATT.

The Transmission Provider participates in coordinated planning throughout the Western Interconnection as a whole through its membership in the Western Electricity Coordinating Council ("WECC") and participation in the WECC Transmission Expansion Planning Policy Committee ("TEPPC"). TEPPC provides for the development and maintenance of an economic transmission study database for the entire Western Interconnection and performs congestion studies at the Western Interconnection level.

PART II

RESPONSIBILITIES UNDER ATTACHMENT K

The planning processes described in this Attachment K are intended to result in plans for the Transmission Provider's Transmission System which are updated annually. This planning process will support the responsibilities of the Transmission Provider under other provisions of its OATT to provide transmission and interconnection service on its Transmission System.

This Attachment K describes the process by which the Transmission Provider intends to coordinate with its Transmission Customers, neighboring transmission providers, affected state authorities, and other stakeholders. Neither this Attachment K, nor the BPA Plan, dictates or establishes which investments identified in a BPA Plan should be made, or how costs of such investments should be recovered. The Transmission Provider will decide which of such identified investments it will make taking into consideration information gathered in the planning process described in this Attachment K, and any process required by the National Environmental Policy Act, but retains the discretion to make such decisions in accordance with applicable statutes and policies.

This Attachment K describes a planning process that contemplates actions by not only the Transmission Provider and its customers under this OATT, but also others that may not be bound to comply with this Attachment K, such as other transmission providers (and their transmission or interconnection customers), States, Tribes, WECC, sub-regional planning groups, and other stakeholders and Interested Persons. The Transmission Provider may be obligated as specified elsewhere in this Attachment K to participate in planning activities, including providing data and notices of its activities, and soliciting and considering written comments of stakeholders and Interested Persons. However, this Attachment K contemplates cooperation and activities by entities that may not be bound by contract or regulation to perform the activities described for them. Failure by any entity or Person other than the Transmission Provider to cooperate or perform as contemplated under this Attachment K, may impede or prevent performance by the Transmission Provider of activities as described in this Attachment K. The Transmission Provider shall use reasonable efforts to secure the performance of other entities with respect to the planning activities described in this Attachment K, but shall have no other or additional obligation for, or for ensuring, the cooperation or performance by any other entity described in or contemplated by this Attachment K. For example, if and to the extent any Transmission Customer or other entity fails to provide suitable data or other information as required or contemplated by this Attachment K, the Transmission Provider cannot effectively include such customer and its needs in the Transmission Provider's planning.

PART III

THE BPA PLANNING PROCESS

1. Overview

The Bonneville Power Administration (BPA) is a federal power marketing agency based in the Pacific Northwest and located within the Western Electricity Coordinating Council reliability region. BPA's service territory includes Idaho, Oregon, Washington, western Montana and certain adjacent parts of eastern Montana, California, Nevada, Utah and Wyoming, as described in 16 U.S.C. § 839a(14).

BPA's Planning Process is an annual process by which BPA

- Assesses performance of its Transmission System.
- Develops system reinforcement plans expected to allow BPA's Transmission System to meet applicable Planning Criteria and standards (as defined in Section 3, below, for Part III of this Attachment K) throughout BPA's 10 year planning horizon.
- Addresses reliability needs and service requests on the Transmission Provider's system.
- Evaluates transmission needs driven by Public Policy Requirements.
- Considers plans and proposed projects developed by neighboring systems, sub-regional and regional planning processes.
- Develops plans of service from a one-utility perspective.
- Meets economic, environmental and other objectives of the system.
- Informs customers and interested persons and its budget process of the need and timing for expenditure of funds necessary to meet its obligations to provide reliable transmission service to all of its customers.
- Provides customers, stakeholders, and interested parties meaningful opportunities to participate in the development of BPA's plans.
- Considers all resources on a comparable basis.

BPA will involve its customers and interested persons in its planning process through the following:

- Inviting customers and interested parties to participate in BPA's Planning Process, including meetings specifically designed to gather input and comment during the phases of the Planning Process.
- Sharing for comment planning studies and supporting assumptions throughout the Planning Process.

- Posting the BPA Plan and the availability of supporting studies and results on the System Planning page of its OASIS website.
- Posting on the System Planning page of its OASIS website contact information for planning related questions, including an e-mail address for interested persons to submit questions or provide comments; and, as available, posting contact information for specific projects.
- Developing business practices with input from customers and stakeholders to facilitate implementation of this Attachment K.
- Participating in the ColumbiaGrid planning process.
- Participating in the WECC/TEPPC process.

2. Sequence of BPA Planning Process

The Transmission Provider's planning cycle is an annual Planning Process resulting in an updated BPA Plan. The first Planning Process commenced January 2008.

2.1 Assumptions/Methodology

At the beginning of the Planning Process, the Transmission Provider will:

2.1.1 Request and receive updated information from customers about loads, generation, and demand response resources during the planning horizon, as specified in section III.6, below. This information is due annually from customers by March 1.

2.1.2 In preparation for performing the system assessment identified in section III.2.2, below, participate in the development of WECC base cases by using the customer information provided under section III.2.1.1 and by working with the WECC Northwest Area Coordinator, ColumbiaGrid.

2.1.3 Develop assumptions and methodologies, identify the applicable Transmission Provider's Planning Criteria and standards for the Planning Process; post notice of the availability of such assumptions, methodologies, the applicable Transmission Provider's Planning Criteria and standards on the System Planning page of its OASIS website. The Transmission Provider will update the posting with revised information as appropriate.

2.1.4 Meet with stakeholders and interested persons to discuss and receive comment on assumptions, methodologies, and criteria for future planning studies.

2.1.5 After consideration of the input received from stakeholders and interested parties, the Transmission Provider will update and finalize planning assumptions, and post the availability of such assumptions on the System Planning page of its OASIS website.

2.1.6 Customers and other stakeholders may identify transmission needs driven by Public Policy Requirements during Planning Meeting I of the Transmission Provider's Planning Process

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cycle as described in section III.5.2.1.

2.1.7 After consideration of the transmission needs driven by Public Policy Requirements identified by customers and other stakeholders, the Transmission Provider will select, on a non-discriminatory basis, needs for further evaluation. The Transmission Provider will consider factors including, but not limited to, the following:

(i) the level and form of support for addressing the potential transmission need driven by Public Policy Requirements (such as indications of willingness to purchase capacity and existing transmission service requests that could use capacity consistent with solutions that would address the potential need);

(ii) the feasibility of addressing the potential transmission need driven by Public Policy Requirements;

(iii) the extent to which addressing the potential transmission need driven by Public Policy Requirements would also address other Transmission Provider's Needs identified in the previous planning cycle or other potential Transmission Provider's Needs in the current planning cycle; and

(iv) the factual basis supporting the potential transmission need driven by Public Policy Requirements.

No single factor shall necessarily be determinative in selecting among the potential transmission needs driven by Public Policy Requirements for inclusion in the system assessment.

Following the selection, the Transmission Provider will post on the System Planning page of its OASIS website an explanation of why certain identified transmission needs driven by Public Policy Requirements, if any, were not selected for further evaluation.

2.2 System Assessment

After finalizing the Planning Process assumptions, the Transmission Provider will:

2.2.1 Conduct a system assessment which considers: a) needs driven by reliability, including meeting the Transmission Provider's Planning Criteria (described in section III.4), b) selected transmission needs driven by Public Policy Requirements (as described in section III.2.1.7 above), and c) requested transmission service. This system assessment will be used to identify potential deficiencies in system performance or other needs for system improvement during the planning horizon.

2.2.2 Prepare a summary of the preliminary results of this assessment and post this summary on the System Planning page of its OASIS website.

2.3 Conceptual Solutions

Following the system assessment, the Transmission Provider will:

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2.3.1 Identify conceptual solutions to: (a) prevent potential violations of the Transmission Provider's Planning Criteria identified in the system assessment conducted as provided in section III.2.2.1, above, and (b) satisfy new service requests, and (c) transmission needs driven by Public Policy Requirements that the Transmission Provider selected for further evaluation. The Transmission Provider will post notice of the availability of such conceptual solutions on the System Planning page of its OASIS website. For solutions that affect more systems than the Transmission Provider's Transmission System, the Transmission Provider will advance the conceptual solutions in the ColumbiaGrid planning process.

2.3.2 Provide an opportunity for customers and interested persons to review and comment on the results of (i) the system assessment, (ii) the conceptual solutions that affect only the Transmission Provider's Transmission System, (iii) possible system upgrade needs for Requested Service Projects, and (iv) the initial Economic Study results as specified in section III.3.

2.4 Plans of Service

Following the identification of conceptual solutions, the Transmission Provider will:

2.4.1 Determine which conceptual solutions require development of draft plans of service in the current Planning Process and develop draft plans of service, cost estimates, and economic analyses for such draft plans. Post the availability of such plans, estimates, and analyses on the System Planning page of its OASIS website. Posted draft plans of service that affect more than the Transmission Provider's Transmission System will be considered in coordination with the ColumbiaGrid planning process.

2.4.2 In coordination with the ColumbiaGrid planning process, meet with interested persons to present, discuss, and receive comments on the draft plans of service, cost estimates, and economic analyses and to discuss the initial results of high priority Economic Studies performed pursuant to section III.3.

2.4.3 Develop preferred plans of service.

2.5 BPA Plan

The BPA Plan will cover a 10 year planning horizon. The BPA Plan will include a brief narrative description of the Transmission Provider's Need, the preferred solution, an estimated cost, and estimated schedule for completion of the solution. The BPA Plan will also reflect any plans for facilities on the Transmission Provider's Transmission System that are needed to: (i) provide requested interconnection or (ii) provide requested transmission service. The Transmission Provider will post a draft of its BPA Plan on the System Planning page of its OASIS website for comment, and shall consider such comments in developing its final BPA Plan. The assumptions, applicable Transmission Provider's Planning Criteria, and methodologies used in the BPA Plan will be posted in accordance with section III.2.1.

2.5.1 With respect to any alternative solution considered by the Transmission Provider for development of a plan of service and inclusion in the BPA Plan, including both transmission BPA's Proposed – 2018 – 212 New Tariff – ~~August~~April 2018 Pre-Decisional. For Discussion Purposes Only.

and non-transmission alternatives proposed by the Transmission Provider or by customers or interested persons, the Transmission Provider shall evaluate such alternative using criteria that include the following:

- (i) degree of development of alternative;
- (ii) relative economics and effectiveness of performance;
- (iii) coordination with any affected Transmission Systems;(iv) consistency with the planning standards and criteria listed in section III.4, below;¹ and
- (v) degree to which the alternative addresses one or more of the Transmission Provider's Needs.

2.5.2 Customers and interested persons may propose alternatives to be considered by the Transmission Provider in developing the BPA Plan at any time after notice of availability of the system assessment results pursuant to section III.2.2.2 until the end of the period for comments on the draft plans made available pursuant to section III.2.4.2.

2.5.3 After consideration of comments and alternatives, update the BPA Plan with the latest plans of service for proposed projects. The Transmission Provider will post its finalized BPA Plan on the System Planning page of its OASIS website.

3. Economic Planning Studies

3.1 General

As described below, the Transmission Provider will perform or cause to be performed Economic Studies that are requested by a customer(s), interested person(s), or the Transmission Provider's transmission planning function to estimate the costs and benefits of transmission projects and that are selected for study under the procedures described below. Regional and sub-regional Economic Studies will be coordinated with other entities through ColumbiaGrid or WECC, as provided in section IV.15, below.

3.2 Requests for Economic Studies

Any customer, interested person, group of customers or interested persons, or the Transmission Provider's transmission planning function, may submit a request for an Economic Study to Transmission Provider. All requests shall be submitted to Transmission Provider electronically by October 31 annually for performance of studies in the following year in accordance with a business practice established by the Transmission Provider. The Transmission

¹ The BPA OATT on file with FERC contains an incorrect reference to section III.3. Section III.4 is the correct reference.

Provider will post each request for an Economic Study on the System Planning page of its OASIS website.

The Transmission Provider will hold or cause to be held a public meeting to review each request that has been received for an Economic Study and to receive input on such requests from interested persons. The Transmission Provider may review Economic Study Requests as part of its regularly scheduled Planning Meetings as outlined in section III.5.

After consideration of such review and input, the Transmission Provider will determine:

(i) whether, and to what extent, a requested Economic Study should be clustered with other Economic Study requests; and

(ii) whether a requested Economic Study should be considered a high priority. High priority Economic Studies will be funded by the Transmission Provider. The Transmission Provider will give high priority to up to 2 Economic Studies per year. Such high priority studies may result from clustering Economic Study requests. The Transmission Provider will give priority consideration to requests for Economic Studies: (1) to study the costs of modifications to existing paths on the Transmission Provider's Transmission System, or construction of new paths, needed to integrate either locally, sub-regionally, or regionally, aggregated new generation or load, (2) to requests including sufficient information about the locations, characteristics, and sizes of loads and resources to support feasibility of the study, and (3) to requests having broad support. One high priority Economic Study will be identified as a result of an Economic Study request submitted by the Transmission Provider's planning function. One additional Economic Study will be based upon Economic Study requests from customers or interested stakeholders. If the Transmission Provider determines that neither the stakeholders nor the Transmission Provider's transmission planning function has submitted new requests that are for high priority Economic Studies, the Transmission Provider will update the most recent priority Economic Studies upon request.

(iii) Any Economic Studies determined not to be high priority will not be performed by the Transmission Provider. However, the Transmission Provider may assist the requestor to find an alternate source for performing the studies and by providing planning information for use by the requestor or alternate source in performing the studies, at the requestor's expense.

(iv) High priority requests that affect transmission systems in addition to the Transmission Provider's system will be coordinated with other transmission owners through ColumbiaGrid. The Transmission Provider will assume primary responsibility for leading and performing necessary analytical work at ColumbiaGrid for such studies.

(v) The Transmission Provider will forward Economic Study requests that require production cost analysis to ColumbiaGrid for review and prioritization, and forwarding to TEPPC for performance of studies, in accordance with section IV.15, below.

3.3 Economic Study Results

The Transmission Provider will post the availability of initial Economic Study results on the System Planning page of its OASIS website and discuss such initial results at meetings identified for such purpose in section III.5. The Transmission Provider may subsequently provide updates or revisions to such study results.

4. Transmission Provider's Planning Criteria

The Transmission Provider shall apply, as applicable, the then-current versions of the following as planning standards and criteria:

- (i.) NERC Reliability Standards for Transmission Planning ;
- (ii.) WECC System Performance Criteria; and
- (iii.) Other transmission planning criteria and guidelines adopted by the Transmission Provider or applicable to the Transmission Provider pursuant to law or regulation.

The Transmission Provider will maintain an updated posting of a link to such planning standards and criteria on the System Planning page of its OASIS website.

5. Participation

Participation in the Planning Process described in section III of this Attachment K will be open to all interested parties, including but not limited to all transmission and interconnection customers, state authorities, tribal representatives, and other stakeholders.

5.1 BPA Transmission Planning Interested Persons List

The BPA Transmission Planning Interested Persons List includes all existing Network Transmission (NT), Point to Point (PTP), and customers receiving service under non-OATT transmission contracts ("Grandfathered Transmission Service Customers") and other persons who sign up on the System Planning page of the Transmission Provider's OASIS website to be on the list. The Transmission Provider will provide email notification to the BPA Transmission Planning Interested Persons List regarding the development of a new planning project or study effort that may arise as part of the planning process, or other significant events, and invite them to participate in related planning meetings.

5.2 Planning Meetings and Related Postings

The Transmission Provider provides opportunities for customers and interested persons to participate in the Planning Process by conducting a series of open public meetings and issuing postings throughout the Planning Process as described below. A minimum of two meetings will be held each year, and two postings issued each year, to provide an opportunity for customers and

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interested persons to provide input to the Planning Process. The Transmission Provider may hold additional planning meetings.

In addition to the purposes specifically described below, the purpose of the Planning Meetings is to discuss the Transmission Provider's anticipated planning studies, receive input to consider in evaluation and performance of the planning studies, and to inform customers and interested persons of the results of planning studies and the status of pending projects. The Transmission Provider will post information that it will make available at each meeting, and identify the analytical tools used to conduct studies made available, on the System Planning page of its OASIS website prior to the meeting. The Transmission Provider will receive comments submitted within five business days after the meeting, unless the Transmission Provider specifies a different comment period.

5.2.1 Planning Meeting I

During Planning Meeting I, the Transmission Provider will present the BPA Plan from the Transmission Provider's previous Planning Process. The Transmission Provider will also discuss updates to the data, assumptions, criteria, and methodologies to be used in the pending Planning Process and receive comment. The Transmission Provider will also discuss the Economic Study requests previously submitted pursuant to section III.3 and possible Economic Studies.

During Planning Meeting I, customers and stakeholders will have the opportunity to identify their transmission needs driven by Public Policy Requirements for consideration in the Planning Process. In addition, customers and stakeholders may also submit their transmission needs driven by Public Policy Requirements to the Transmission Provider in writing, for up to two weeks following Planning Meeting I.

The Transmission Provider encourages customers and other stakeholders to submit any proposed modifications to previously-provided customer data and assumptions so that such changes may be considered in the Transmission Provider's Planning Process; the Transmission Provider requires notification of any proposed changes, in writing.

5.2.2 Posting I

After completion of the system assessment, the Transmission Provider will post the availability of: a) a summary of its system assessment results, subject to CEII and confidentiality protections, for the upcoming 10-year planning horizon (consistent with section III.2.2.2), b) a summary of the identified conceptual solutions (consistent with section III.2.3.1). Following the completion of any identified high priority Economic Studies, the Transmission Provider will post the availability of the initial results of such studies (consistent with section III.3).

5.2.3 Planning Meeting II

During Planning Meeting II, the Transmission Provider will present for discussion and comment the draft plans of service, cost estimates, and economic analyses developed pursuant to

section III 2.4.1. The availability of these draft plans, estimates and analyses will be posted prior to Planning Meeting II. These draft plans will include those to address reliability needs and to meet transmission and interconnection service requests that affect the Transmission Provider's system. The Transmission Provider also will present for discussion and comment the selected transmission needs driven by Public Policy Requirements that affect its own system. Further, the Transmission Provider will identify for possible inclusion in the ColumbiaGrid planning process those draft plans that affect more than the Transmission Provider's system.

In accordance with section III.3, the Transmission Provider will also present for discussion and comment the initial results of the high priority Economic Studies identified in section III.3 and which were previously posted.

5.2.4 Posting II

Consistent with section III.2.5, the Transmission Provider will post a draft of the latest update to the BPA Plan for review and comment. Comments will be considered in the development of the final BPA Plan. The final BPA Plan will be posted at the conclusion of the Planning Process.

5.2.5 Additional Meetings or Postings

In addition to regularly scheduled meetings with customers and interested parties described in this section III.5, the Transmission Provider will provide additional opportunity for coordination and participation with customers and interested parties. Such meetings may be held in coordination with the ColumbiaGrid planning process. It is anticipated that the Transmission Provider, either in conjunction with ColumbiaGrid or separately, will endeavor to meet no less frequently than annually with sub-regional planning groups and adjacent transmission providers that are not party to the PEFA.

5.2.6 Meeting Notification

No less than 15 calendar days prior to any Planning Meeting, the Transmission Provider will notify the BPA Transmission Planning Interested Persons List of the meeting by e-mail. The Transmission Provider will also post notice of the meeting on the System Planning page of its OASIS website. Notification will include agenda, meeting location, date, time, and information about any telephone or web-based participation. The Transmission Provider will provide such notification to neighboring sub-regional planning groups and adjacent transmission providers. The Transmission Provider will endeavor to post updates to meeting agendas on the System Planning page of its OASIS website.

5.3 Access to and Use of Replication Data from Transmission Provider

The Transmission Provider shall use reasonable efforts to provide, or have provided, Replication Data to any customer or interested person upon receipt by the Transmission Provider of written request for such Replication Data. Access to and use of any Replication Data shall be subject to CEII restrictions, applicable legal restrictions, and any restrictions on access or use

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reasonably imposed by the Transmission Provider. Further, such access by such entities to such data that the Transmission Provider has received from any other entity may be subject to any restrictions on access to such data imposed by such entity. For example, any access to data such as Replication Data that constitutes WECC base case data by any entity is subject to any restrictions on access to data imposed by WECC.

Any customer or interested person that receives any Replication Data from the Transmission Provider shall use such Replication Data only for the purpose of evaluating the results of the Transmission Provider's planning studies performed pursuant to this Attachment K that underlie the BPA Plan.

6. Information Exchange

6.1 Customer Information

Customers will submit the following information to the Transmission Provider by March 1 annually. The Transmission Provider and any other entity providing projected or forecasted data with respect to any load, generating resource (or any addition, upgrade, retirement or environmental or other operating restriction with respect to such resource), demand response resource, or need for transmission service shall use reasonable efforts to provide a good faith projection or forecast thereof. The Transmission Provider will establish a business practice regarding the format and procedures for submission of data, and other matters concerning the data to be submitted.

6.1.1 Network Customer Data

Each Network Customer shall provide to the Transmission Provider the following data:

- (i) forecast information for load and resources for at least the following 10-year period. Such forecast information shall include the amount and location of projected load growth, load characteristics, and good faith estimates of resource size, location, and type of generation for resource requirements;
- (ii) identification of projected demand response reductions; and
- (iii) any other data reasonably requested by the Transmission Provider from such Network Customer in connection with planning activities pursuant to this Attachment K.

Any data to be provided by a Network Customer pursuant to this section III.6.1.1 is in addition to and does not substitute for any data such Network Customer is otherwise required to provide to the Transmission Provider pursuant to NERC Standards or under other sections of the OATT, unless otherwise agreed in writing by the Transmission Provider.

6.1.2 Point-to-Point Customer Data

Any Point-to-Point Customer and any entity that receives Grandfathered Transmission Service from the Transmission Provider shall provide to the Transmission Provider the following data:

(i) projections of need for Point-to-Point Transmission Service or other transmission service for at least the following 10-year period, including transmission capacity, duration, receipt and delivery points, and location of generation sources and sinks;

(ii) any other data reasonably requested by the Transmission Provider from such Point-to-Point Transmission Customer or Grandfathered Transmission Service Customer in connection with planning activities pursuant to this Attachment K

Any data to be provided by a Point-to-Point Customer or Grandfathered Transmission Service Customer pursuant to this section III.6.1.2 is in addition to and does not substitute for any data such customer is otherwise required to provide to the Transmission Provider pursuant to NERC Standards or under other sections of the OATT, unless otherwise agreed in writing by the Transmission Provider.

6.2 Demand Response Resource Data

6.2.1 Customer Demand Resources

Any stakeholder may provide to the Transmission Provider the following data (“Demand Response Resource Data”) with respect to any demand response resource or Non-Transmission Alternative:

(i) existing and planned demand response resources and any other Non-Transmission Alternatives and their impacts on forecasted demand and peak demand reduction; and

(ii) any other data reasonably requested from such stakeholder by Transmission Provider in connection with planning activities pursuant to this Attachment K.

Loads and resources submitted under sections III.6.1 and III.6.2 are modeled in base cases and are therefore included on a comparable basis in system assessments performed in accordance with section III.2.2.1, and in other studies.

6.2.2 Transmission Provider Demand Resources

As part of planning solutions for identified Transmission Provider’s Needs on its system in accordance with section III.2.3.1(a), the Transmission Provider will conduct an Agency-level assessment of whether a Non-Transmission Alternative may be developed to address the Need.

The Transmission Provider will determine, using the criteria listed in section III.2.5.1, above, whether to implement any such Non-Transmission Alternative.

6.3 Use of Data

Any data may be used by the Transmission Provider without restriction (but subject to any applicable confidentiality and CEII restrictions) in its planning activities under this Attachment K and in the Transmission Provider's other planning activities or studies, such as studies in response to requests for transmission service or interconnection.

The Transmission Provider shall have no obligation under this Attachment K or the OATT to evaluate the validity or accuracy of any data but may so evaluate the validity or accuracy of any such data if the Transmission Provider determines such evaluation to be appropriate and reasonable. Similarly, the Transmission Provider shall have no obligation to use any data for any purpose under this Attachment K that Transmission Provider determines to be inappropriate or unreasonable for such use and may, in lieu thereof, substitute data that the Transmission Provider determines to be appropriate and reasonable for such use.

6.4 Critical Energy Infrastructure Information and Confidential Information

The Transmission Provider will establish a business practice with input from customers and stakeholders regarding protection of critical energy infrastructure information ("CEII") and confidential information. The business practice will include requirements for customer and stakeholder access to CEII and confidential information in the Planning Process.

6.4.1 Nothing in this Section 6 shall require (i) any entity not to comply with any obligation imposed on it pursuant to Commission Order No. 890 to restrict disclosure of CEII, or (ii) the Transmission Provider not to comply with any confidentiality obligations imposed on Transmission Provider by WECC as a condition of receipt by Transmission Provider of any WECC Data.

6.4.2 Transmission Provider CEII and Confidential Information

The BPA Plan and other Transmission Provider studies, data and assumptions may contain confidential information or that would be identified as CEII by the Commission. Such confidential information and CEII will be included in separate appendices so that the body of such studies and assumptions can be provided to all parties in an open manner.

7. Dispute Resolution

For disputes that arise in the Planning Process, the Transmission Provider will follow the provisions of Part VI of this Attachment K.

8. Cost Allocation

8.1 For projects affecting the Transmission Provider's and other transmission systems, if the Transmission Provider and other affected transmission system owners are unable to reach agreement on cost allocation through negotiation, the Transmission Provider may use the ColumbiaGrid planning process under the PEFA, or another subregional planning process applicable to such project, to mediate, recommend, or develop a cost allocation. The ColumbiaGrid cost allocation process is described in section IV.11, below. Costs of such projects that are allocated to the Transmission Provider will be allocated to Customers in the Transmission Provider's transmission rates as appropriate in rate proceedings under section 7(i) of the Northwest Power Act, 16 U.S.C. § 839e(i).

8.2 The costs of projects on the Transmission Provider's Transmission System are allocated to transmission rates in rate proceedings under section 7(i) of the Northwest Power Act, 16 U.S.C. § 839e(i). The allocation of costs to transmission rates is described in documents filed by the Transmission Provider in such transmission rate proceedings, including the Administrator's Record of Decision in such proceedings.

9. Cost Recovery for BPA Planning Process Participation

For participants within the Transmission Provider's service area, meetings will be held in a central location with minimal costs to participants. If stakeholders are unable to participate in the local Planning Process, the Transmission Provider will provide electronic and hardcopies of all meeting materials upon request.

PART IV

THE COLUMBIAGRID TRANSMISSION PLANNING PROCESS

1. Introduction

The Transmission Provider participates in regional planning as a party to the PEFA. ColumbiaGrid is a non-profit membership corporation whose purpose is to promote, in the public interest, coordinated and reliable planning, expansion, and operation of the interconnected transmission systems in the Pacific Northwest, taking into consideration environmental concerns, regional interests, and cost-effectiveness.

The PEFA provides that, each Planning Cycle, ColumbiaGrid is to develop and review a Draft Biennial Plan and is to adopt, by majority vote of the Board, a Biennial Plan. The PEFA also provides that the first Biennial Plan is to be adopted as soon as practicable, but in no event later than a date in the last quarter of 2009.

Although the planning process identified in the PEFA is described sequentially, it is anticipated that the planning activities under the PEFA will be performed on a flexible, iterative, and non-sequential basis. In the event of any conflict between (i) the description in this Attachment K of the PEFA and (ii) the PEFA on file with the Commission, the PEFA shall control.

2. Planning Criteria

Under section 2 of Appendix A of the PEFA, ColumbiaGrid shall apply the then current versions of the following as Planning Criteria for its system assessment, System Assessment Reports, and Needs Statements:

- (i) planning standards applicable to TOPPs pursuant to law or regulation;
- (ii) NERC/WECC planning standards;
- (iii) recognized regional planning or other reliability or transmission adequacy criteria developed by the consensus of the TOPPs for use on the Transmission Systems (ColumbiaGrid may sponsor a process for development of such criteria); provided that a TOPP may have other planning criteria that are more stringent than the ColumbiaGrid standards for use on its own system; and
- (iv) with respect to planning criteria applicable to any particular TOPP, such additional criteria then accepted by such TOPP and communicated to ColumbiaGrid by written notice; provided that any such additional criteria shall apply only to such TOPP.

By participating in a Study Team, ColumbiaGrid intends that Study Team participants will have access to specific Planning Criteria as they are being applied to the Project as it is developed by a Study Team.

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In addition, with respect to any alternative proposed by a Study Team participant, including a Project being considered by such Study Team, ColumbiaGrid is to evaluate such alternative using criteria that include the following:

- degree of development of alternative;
- (ii) relative economics and effectiveness of performance;
- (iii) coordination with any affected Transmission Systems; and
- (iv) consistency with applicable state, regional and federal planning requirements and regulations.

3. System Assessment Report and Need Statements

Each year, ColumbiaGrid, in coordination with the Planning Parties and Interested Persons, shall, consistent with section 3 of Appendix A of the PEFA, prepare a Draft System Assessment Report and Draft Need Statements for the Biennial Plan then being developed; provided that Draft Need Statements need not be prepared for a Draft System Assessment Report for the second year of a Planning Cycle for any Need already identified in the previous system assessment or for any Need that does not require a Near-Term EOP solution. Under the PEFA, the procedure for the preparation of the Draft System Assessment Report and Draft Need Statements is to be as follows:

- (i) ColumbiaGrid, in coordination with the Planning Parties and Interested Persons, is to perform a system assessment through screening studies of the RIS using the Planning Criteria to determine the ability of each TOPP to serve, consistent with the Planning Criteria, its network load and native load obligations, if any, and other existing long-term firm transmission obligations that are anticipated to occur during the Planning Horizon. ColumbiaGrid is to base such assessment on the then current and appropriate WECC planning base cases; provided that Planning Parties are to provide updates to the input previously provided to ColumbiaGrid pursuant to section 4.6 of the PEFA that was used by WECC to develop the planning base case. ColumbiaGrid is to update the then current WECC planning base case to reflect such updated information so that the system assessment reflects on-going transmission Projects on the RIS and the likely completion dates of such Projects to the extent such Projects and completion dates are reasonably forecasted to occur prior to the end of the Planning Horizon. ColumbiaGrid is to post drafts of the system assessment results as they become available during the system assessment process on its Website subject to any appropriate conditions to protect Confidential Information and CEII.
- (ii) ColumbiaGrid, in coordination with Planning Parties and Interested Persons, is to prepare a Draft System Assessment Report. Such Draft Report is to

identify Needs that the system assessment has projected to occur during the Planning Horizon.

(iii) ColumbiaGrid, in coordination with the Planning Parties and Interested Persons, is to develop conceptual transmission solutions to any Need that is not expected to result in a Single System Project. ColumbiaGrid, in coordination with the Planning Parties and Interested Persons, is to then identify which of such Needs and related conceptual solutions are likely to result in Near-Term EOPs.

(iv) ColumbiaGrid, in coordination with the Planning Parties and Interested Persons, is to develop a Draft Need Statement for each such Need and its conceptual transmission solution so identified. Each such Draft Need Statement shall include the following information at a minimum:

(1) a narrative description of the Need and the assumptions, applicable Planning Criteria, and methodology used to determine the Need;

(2) one or more conceptual transmission-based solutions to meet the Need with estimated timelines and estimated costs to implement each such solution; and

(3) an indication of whether a non-transmission solution might be viable to eliminate or delay the necessity for such a transmission-based solution.

Under the PEFA, in the event that the Planning Parties, Affected Persons and ColumbiaGrid do not reach consensus on the content of any such Draft Need Statement, Staff is to determine the content of such Draft Need Statement; provided that in making its determination, Staff is to consider any comments and possible transmission solutions suggested by any Planning Party or Affected Person; provided further that ColumbiaGrid is to note in the Draft Need Statement that it determined the content of such statement and is to report the comments of Planning Parties and Affected Persons.

(v) ColumbiaGrid is to post drafts of the Draft Need Statements, as they become available, on the Website subject to any appropriate conditions to protect Confidential Information and CEII.

(vi) ColumbiaGrid, in coordination with the Planning Parties and Affected Persons, is to continue to work on Needs not likely to result in Near-Term EOPs as needed and appropriate over time notwithstanding the fact that Draft Need Statements for such Needs need not be prepared and included in the then current Draft System Assessment Report and Draft Need Statements.

(vii) ColumbiaGrid is to present the Draft System Assessment Report and Draft Need Statements to the Board for review and comment.

4. Study Teams

ColumbiaGrid, under section 4 of Appendix A of the PEFA, is to participate in and, as needed, facilitate and manage Study Teams. Planning Parties are to, and Affected Persons and

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Interested Persons may, actively participate in ColumbiaGrid planning activities through membership in Study Teams. ColumbiaGrid intends to post information regarding Study Team schedules and procedures for Interested Persons participation on its Website.

4.1.1 Scope of Study Team Activities

The objective of each Study Team for EOPs and Requested Service Projects is to collaboratively and timely develop a Project that, with respect to an EOP, addresses a Need Statement and, with respect to a Requested Service Project that affects more than a single Transmission System, serves the request for service in a manner that meets time constraints in developing a Requested Service Project. Study Teams for Capacity Increase Projects are to limit their activities to identifying and addressing Material Adverse Impacts resulting from such Project, if any; provided upon the request of such a Project's sponsor, Study Teams for such Projects may assist the Project's sponsor in the development of other elements of such Project.

As part of the Study Team process, any Study Team participant may propose a transmission or non-transmission alternative to the Project being developed by such Study Team and shall provide information regarding the proposed alternative to assist in the evaluation of such proposed alternative under the criteria in Section 2.

4.1.2 Notice to Potentially Interested Persons

ColumbiaGrid in consultation with each Study Team is to, under section 4.3 of the PEFA, endeavor to notify the following Persons of the formation and scope of activities of such Study Team with respect to a Project: (i) all Affected Persons with respect to such Project, (ii) all Persons potentially interested in such Study Team, and (iii) the Interested Persons List, including Pacific Northwest transmission owners and operators and State and Tribal representatives on the Interested Persons List. ColumbiaGrid is to develop a protocol regarding procedures designed to identify and notify States, including agencies responsible for facility siting, utility regulation, and general energy policy, Tribes, and Pacific Northwest transmission owners and operators that are potentially impacted by Needs or solutions regarding the activities of Study Teams addressing such Needs or solutions. For example, the protocol should include a provision stating that at such time as it becomes apparent to a Study Team that Tribal resources or lands may be impacted, the Study Team should make a reasonable attempt to notify potentially impacted Tribes of its work. ColumbiaGrid may work with the Planning Parties and Pacific Northwest Tribes to compile a database of Tribal lands and culturally significant areas for use under such a protocol.

4.1.3 Participation in Study Teams

Any Planning Party, Affected Person or Interested Person may participate in a Study Team, with the exception that participation in a Requested Service Project Study Team may be limited due to tariffs or applicable law. TOPP(s) that are potentially materially affected by a Need or a Proposed EOP are to participate in the Study Team relating to such Need or Proposed EOP. With respect to an EOP Study Team, the TOPP(s) primarily affected by the Need or a Proposed

EOP is to assume primary responsibility for leading and performing necessary analytical work. With respect to a Requested Service Project Study Team, the TOPP(s) receiving a transmission service or interconnection request is to assume primary responsibility for leading and performing necessary analytical work. With respect to a Capacity Increase Project Study Team for which the Project sponsor has requested that the Study Team assist in the development of some or all of the elements of such Project, the Planning Party proposing the Project is to assume primary responsibility for leading and performing necessary analytical work.

At such time that ColumbiaGrid determines that a TOPP that is not involved may be materially affected by the Project being developed, ColumbiaGrid is to so notify such TOPP, and such TOPP is to participate in the Study Team.

ColumbiaGrid is to participate in each Study Team and, as needed, manage and facilitate the Study Team process. ColumbiaGrid is to post drafts of summaries of the progress of the Study Teams, including developing Plans of Service.

5. Development of EOPs After Development of Needs Statements

5.1 Formation of Study Teams

Staff is to, under section 5.1 of Appendix A of the PEFA, hold a public meeting, with general notice to Planning Parties and Interested Persons and specific notice to those TOPPs that ColumbiaGrid anticipates may be affected, for the purpose of reviewing the Need Statements and soliciting participation in a Study Team to develop an EOP for each Need Statement. Staff is to also consider convening Study Teams that address more than one Need Statement. Staff is to monitor the progress of each Study Team and will, as appropriate, bring Study Teams together in order to resolve differences, gain planning efficiencies, or develop solutions that meet more than one Need Statement.

5.2 Elements of an EOP

Under the PEFA, the Study Team is to collaboratively develop a Proposed EOP. An EOP in a Biennial Plan (or Plan Update) is to include the following: a plan of service describing the modifications to the RIS to be made, list of Persons to make such modifications, estimated costs, schedule, cost allocation, allocation of transmission capacity increased or maintained by an EOP, and appropriate mitigation of Material Adverse Impacts resulting from such EOP; *provided* an EOP is to not impose unmitigated Material Adverse Impacts on the RIS.

5.3 Non-Transmission Alternatives

As part of the Study Team process, the Study Team is to evaluate, using criteria that include those identified in section 2 above, any Non-Transmission Alternative proposed by a Study Team participant. If the Study Team determines that such alternative has a reasonable degree of development, eliminates or defers the Need(s) being studied by the Study Team, and is

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reasonable and adequate under such criteria, the Non-Transmission Alternative should be noted in the Plan and, if adopted by the Person on whose Electric System it would be located, included in the assumptions used in future system assessments.

5.4 Completion of a Proposed EOP

With respect to a Near-Term EOP, a Proposed EOP is ready for inclusion in a Draft Biennial Plan when all of the following that have actively participated in the Study Team have consented to each element of such EOP: Persons who would be identified as a Designated Person in section 6.1 of the PEFA and any Person who would bear Material Adverse Impacts from such EOP if not for the mitigation included in the EOP.

In the event that such Affected Persons do not reach agreement on any element(s) of a Near-Term EOP, the Staff is to make a recommendation for any unresolved element(s) of a Near-Term EOP and may, as the Staff finds appropriate, present fully-developed alternatives for the Board's consideration. The Staff is to inform the Study Team regarding its recommendation and allow the Study Team the opportunity to comment. In the event there is still not agreement among the Affected Persons, the Staff is to include its recommendation in the Draft Plan. In such event, ColumbiaGrid is to endeavor to make an equitable allocation of the costs of an EOP taking into account (i) the causation of the Need giving rise to such EOP or (ii) the delay or elimination during the Planning Horizon of any Need as a result of the EOP. Where there are two affected TOPPs, and one has a Need and the best way to meet that Need is to upgrade facilities on the other TOPP's system, ColumbiaGrid is to allocate costs in a form of a Facilities Agreement to the TOPP causing the Need. ColumbiaGrid may also allocate costs to a TOPP in a Facilities Agreement whose Need does not give rise to the Staff-Recommended EOP but that has a Need during the Planning Horizon that is met by such EOP; provided that ColumbiaGrid is not to allocate costs to such TOPP in an amount that exceeds the cost that would have been incurred by such TOPP had it met its Need with a separate EOP. The Staff is not to allocate costs based upon other potential future system benefits. When the Staff submits the Draft Plan to the Board for approval, the Staff is to identify such elements and shall include a summary analysis of minority positions on any aspect of such Staff-Recommended EOP.

1. 6. Requested Service Projects

6.1 Receipt of Transmission Service or Interconnection Request

Each TOPP is to receive new transmission and interconnection requests in accordance with such TOPP's procedures; provided that if ColumbiaGrid offers a functional agreement to provide processing services for transmission or interconnection requests in addition to those provided in the PEFA, eligible TOPPs may sign such agreement. With respect to any request for transmission service or interconnection received by any Planning Party, nothing in this Attachment K shall preclude any Planning Party from responding if and as such Planning Party determines is appropriate under its Tariff.

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6.2 Requested Service Assessment; Formation of Study Teams

When a TOPP has a completed transmission service application, determines that it does not have sufficient capacity to serve such request and reasonably believes that the requested service may impact a transmission system other than that of such TOPP, and the customer has indicated to the TOPP that it wants to pursue further study, such TOPP is to notify ColumbiaGrid that it has a request for a study. ColumbiaGrid is to perform a Requested Service Assessment to determine which transmission systems, including those of non-Planning Parties, are affected.

When a TOPP has received an interconnection request and reasonably believes that such request or a Project to satisfy the request will affect a transmission system other than that of such TOPP, such TOPP is to notify ColumbiaGrid of such request and such determination. ColumbiaGrid is to perform a Requested Service Assessment to determine which transmission systems, including those of non-Planning Parties, are affected.

In each such instance above, ColumbiaGrid is to notify those Persons it determines are potentially Affected Persons and convene a Study Team, which should develop a study agreement in accordance with the TOPP's policies and procedures; provided that participation in Study Teams convened for an interconnection request may, consistent with such TOPP's OATT, be limited to the requesting Person and Affected Persons. ColumbiaGrid, in consultation with

Planning Parties and Interested Persons, is to cluster requests for purposes of performing studies when practical. The TOPP with the request is to inform its transmission or interconnection requesting Person regarding the needed study and the estimated costs. If the transmission or interconnection requesting Person is willing to assume the costs of such study and instructs the TOPP to proceed, the Study Team is to develop a solution to provide sufficient capacity to serve the request.

Upon execution of a study agreement, ColumbiaGrid is to (subject to any applicable confidentiality requirements under the OATT under which the transmission or interconnection service request was submitted) post: the request, information concerning any clustering of the request, the identity of the parties to the study agreement, the study schedule, and, from time to time, is to update the posting to provide other pertinent information.

6.3 Elements of a Requested Service Project

The Study Team is to collaboratively develop a Proposed Requested Service Project. Each TOPP that receives a transmission service or interconnection request is to retain its obligation under its OATT to perform studies, with participation of the requestor as appropriate in accordance with the TOPP's procedures. A Requested Service Project in a Biennial Plan (or Plan Update) is to include a Plan of Service, estimated costs, transmission capacity allocation, cost and ownership allocation, and schedule.

6.4 Completion of a Proposed Requested Service Project

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A Proposed Requested Service Project is ready for inclusion in a Draft Plan when (i) all of the Affected Persons identified by ColumbiaGrid that have actively participated in a related Study Team have agreed to each element of such Requested Service Project, (ii) the Study Team has confirmed that such Project meets the request and has appropriately mitigated Material Adverse Impacts resulting from such Project on any transmission systems, and (iii) the requestor has agreed to pursue the Project. Such Requested Service Project may be memorialized in a project agreement prior to its inclusion in a Draft Plan and, in such instance, is being included in such Draft Plan for information purposes. In the event that such Affected Persons do not reach agreement on a Requested Service Project in whole or in part within a reasonable time, Staff is to make a recommendation for any unresolved element(s) and may, as the Staff finds appropriate, present fully-developed alternatives for the Board's consideration. The Staff is to inform the Study Team regarding its recommendation and allow the Study Team the opportunity to comment. In the event there is still not agreement amongst the Affected Persons, the Staff is to develop a recommended Plan of Service. If there is an accompanying Need which can be delayed or eliminated by the Requested Service Project within the Planning Horizon, ColumbiaGrid is to endeavor to make an equitable allocation of costs of such Staff-Recommended Requested Service Project based upon the affected TOPP's OATT requirements and the delay or elimination of the Need. ColumbiaGrid may allocate costs in a Facilities Agreement to a TOPP that has a Need during the Planning Horizon that is met by the Requested Service Project; provided that ColumbiaGrid is not to allocate costs in an amount that exceeds the cost that would have been incurred by such TOPP had it met its Need with a separate EOP. The Staff is to not allocate costs based upon other potential future system benefits. A Staff-Recommended Requested Service Project is to not have any unmitigated Material Adverse Impacts resulting from such Project on any transmission systems. The Staff may present more than one Recommended Requested Service Project for the Board to select from. When the Staff submits the Staff Recommended Project to the Board for approval, the Staff is to identify any unresolved element(s) and is to include a summary analysis of positions advanced by any Affected Persons on such unresolved element(s). If the Staff-Recommended Requested Service Project is approved by the Board and agreed upon by the requestor and all Affected Persons it is to be included in the Draft Plan.

7. Single System Projects

7.1 Notification of Single System Projects

Each Planning Party is to advise ColumbiaGrid of any Single System Projects that it is planning on its Transmission System.

If the system assessment performed by Staff under section 3 of Appendix A of the PEFA identifies a Need on a single Transmission System, Staff is to inform the subject TOPP of such Need and, if such TOPP concludes that such Need may be resolved on its Transmission System, the TOPP is to inform ColumbiaGrid of such resolution. In such instances, the Staff is to include such Need in the Draft System Assessment Report for information purposes. If any Affected

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Person requests a Study Team to evaluate Material Adverse Impacts resulting from a potential Single System Project at a “section 3 meeting” to discuss the Draft System Assessment Report and Need Statements, ColumbiaGrid is to convene such a Study Team.

The TOPP is to submit proposed Single System Projects to ColumbiaGrid. ColumbiaGrid is to inform the Planning Parties regarding any such Single System Project. If any Planning Party is concerned that such Single System Project will result in unmitigated Material Adverse Impacts, ColumbiaGrid is to convene a Study Team to evaluate whether there are unmitigated Material Adverse Impacts. If there are not unmitigated Material Adverse Impacts, ColumbiaGrid is to include such Single System Projects in the Plan for information purposes and include such Single System Project in future system assessments. If there are unmitigated Material Adverse Impacts, such Project is not a Single System Project and should be further developed through the ColumbiaGrid planning process as an EOP.

8. Capacity Increase Projects

8.1 Notification of Capacity Increase Projects

Each Planning Party is to advise ColumbiaGrid of any Capacity Increase Projects that it is planning or anticipates participating in on the RIS.

8.2 Formation of Study Team

If the Project’s sponsor requests a Study Team for project development, ColumbiaGrid will determine whether there is sufficient interest and, if so, shall convene such Study Team for such purposes. If any Affected Person requests a Study Team to evaluate Material Adverse Impacts resulting from a Capacity Increase Project, ColumbiaGrid is to convene such a Study Team.

8.3 Elements of Capacity Increase Project

A Capacity Increase Project in a Biennial Plan (or Plan Update) is to include the following: plan of service, estimated costs, the expected amount of transmission capacity added for each new or existing path, reasons for the Project, the Persons who are responsible for the costs and construction of the Project, the owners and operators of the added facilities, schedule, including estimated completion date, transmission rights allocation, Material Adverse Impacts, if any, and any mitigation of Material Adverse Impacts; provided that any unmitigated Material Adverse Impacts is to be subject to resolution in the WECC regional planning or path rating process. To the extent that any such details are included in a Draft Biennial Plan, Draft Plan Update, or Biennial Plan or a Plan Update, such inclusion is to be for information purposes only, and the Board may only note Material Adverse Impacts in accordance with section 10.4.1.3 of Appendix A of the PEFA.

8.4 Request for Cost Allocation for Capacity Increase Project

A Planning Party may request a cost allocation recommendation from ColumbiaGrid on a Capacity Increase Project if the related Study Team is unable to come to voluntary agreement on the cost allocation. This recommendation is non-binding but can be used by the Study Teams to facilitate agreement on cost allocation.

9. Expanded Scope Projects

9.1 Assessing Interest in Expanding the Scope of Project

Prior to including any Project in a Draft Biennial Plan or Draft Plan Update, the Staff is to determine, in an open process, whether there is interest in expanding the scope of such Project; provided absent agreement of the TOPP(s) whose Transmission System(s) has a projected Need, consideration of the request to expand the scope of an EOP may not unreasonably delay project development beyond the point where there is sufficient lead time for the original Project to be completed to meet the Need or as otherwise required.

9.2 Formation of Study Team

If there is interest, Staff is to establish a Study Team to evaluate and develop the expansion. Those Planning Parties or Interested Persons who are interested in becoming project sponsors are to assume primary responsibility for leading and performing necessary analytical work, and are to be responsible for the study costs of evaluating the expansion.

9.3 Completion of a Proposed Expanded Scope Project

The Staff is to assist the Affected Persons identified by ColumbiaGrid that have actively participated in a related Study Team in resolving transmission capacity rights issues if such Persons are unable to reach agreement. An Expanded Scope Project is to be included in a Plan (or Draft Biennial Plan or Draft Plan Update) in lieu of the Project without expansion only when (i) the sponsors of the expansion have agreed to fund the incremental cost of such Expanded Scope Projects, (ii) each sponsor of the Project as originally configured would receive equivalent or better service (including meeting the Need) at no greater cost than it would have paid for the original Project, and (iii) such Project would not have unmitigated Material Adverse Impacts.

10. Process for Adoption of Plans

10.1 Draft Plan

10.1.1 Contents of Draft Plan

Bonneville Power Administration

Open Access Transmission Tariff

The Staff is to prepare a Draft Plan based upon the ColumbiaGrid planning process that contains:

- (i) Recommended Projects
 - a. EOPs
 - a. i. Recommended Near-Term EOPs
 - A. Recommended Near-Term EOPs, including an analysis of how such Projects meet their respective Needs and a verification that each EOP does not result in unmitigated Material Adverse Impacts on any transmission system;
 - B. Staff-Recommended Near-Term EOPs, including an analysis of how such Projects meet their respective Needs, a verification that each such EOP does not result in unmitigated Material Adverse Impacts on any transmission system, and an analysis supporting any other Staff-recommended elements, such as cost or capacity allocation; *provided that* Staff may only submit recommendations for Near-Term EOPs for which the Affected Persons identified by ColumbiaGrid that have actively participated in a related Study Team have been unable to reach agreement in whole or in part; *provided further that* the Staff is to also provide for informational purposes the alternative opinions developed during the study process;
 - ii. Recommended EOPs that the Affected Parties agree are ready for implementation, including an analysis of how such Projects meet their underlying Needs and a verification that each such Project does not result in Material Adverse Impacts on any transmission system;
 - iii. A list of alternative plans of service for EOPs that were identified and considered in the ColumbiaGrid planning process for possible inclusion in the Draft Plan; and
 - iv. A list of Non-Transmission Alternatives that resulted in a delay or elimination of a Need.
 - b. Recommended Requested Service Projects
 - b. i. Recommended Requested Service Projects, including an analysis of how such Projects meet the underlying transmission service and interconnection requests and a verification that each such Project does not result in any unmitigated Material Adverse Impacts on any transmission system;
 - c. ii. Staff-Recommended Requested Service Projects, including an analysis of how such Projects meet the underlying transmission service or interconnection requests and a verification that each such Project does not result in any unmitigated Material Adverse Impacts on any transmission system, and an analysis supporting any other Staff-recommended elements; and
 - d. iii. A list of alternative plans of service that were identified and considered in the ColumbiaGrid planning process for possible inclusion in the Draft Plan;

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- c. Capacity Increase Projects, including an identification of unmitigated Material Adverse Impacts on any transmission system, if any;
 - d. Single System Projects;
 - e. Expanded Scope Projects; including a verification that each such Project does not result in any unmitigated Material Adverse Impacts on any transmission system;
 - f. System Assessment Report and Need Statements;
 - g. A list of Study Teams and their participants; and
 - h. Other information that the Board may find helpful in making its decision.

In preparing the Draft Plan, the Staff is to solicit and consider the comments of Interested Persons, Affected Persons, and Planning Parties. The Staff is to post a preliminary Draft Plan on the Website and obtain stakeholder comment prior to finalizing the Draft Plan and may include a summary of the comments received; *provided that* the Staff is to redact Confidential Information and CEII from the Draft Plan that is made public. The Staff is to include such redacted information in the Draft Plan submitted to the Board. The Staff is to include the documentation as the Staff finds appropriate for purposes of Board review and action; *provided* the documentation should be sufficient for subsequent review in an appropriate forum. The Draft Plan is to clearly identify which Projects (i) must be commenced in the upcoming Planning Cycle in order to have sufficient lead time for implementation or are ready for implementation, (ii) have planning underway but do not require commencement in the upcoming Planning Cycle yet are ready for implementation, or (iii) have planning at a conceptual or preliminary stage.

10.1.2 Timing

The Staff is to submit the Draft Plan for Board adoption at a time interval no greater than every two years.

10.2 Review Process

The Board is to review the Draft Plan in an open, public process. In doing so, the Board is to make available the draft Plan, study reports and electronic data files, subject to appropriate protection of Confidential Information and CEII to all Planning Parties and Interested Persons and provide the public an opportunity to supply information and provide written or oral comments to the Board. The Board may adopt additional procedures to carry out its review process.

10.3 Basis for Plan Adoption

The Board is to base its review and adoption of the Plan on the technical merits of the Draft Plan, the consistency of the Projects listed in the Draft Plan with the Functional Agreement, and considering comments and information provided during the review process.

10.4 Plan Adoption

The Board is to review and take action regarding the Draft Plan as follows:

10.4.1 Recommended Projects

10.4.1.1 EOPs

10.4.1.1.1 Recommended Near-Term EOPs and Recommended EOPs

The Board is to review and may approve the following with respect to each Recommended EOP: the Study Team's determination that (i) it meets its underlying Need Statement(s) and (ii) does not impose unmitigated Material Adverse Impacts. Those elements that are not approved by the Board are to be remanded to the Staff and Affected Persons identified by ColumbiaGrid that have actively participated in a related Study Team for further consideration and analysis and development.

10.4.1.1.2 Staff-Recommended EOPs

The Board is to review and may approve the following with respect to each Staff-Recommended EOP: the Staff determination that it meets its underlying Need Statement(s), its Plan of Service, sponsorship, schedule, cost allocation, transmission rights allocation, and mitigation of Material Adverse Impacts. Those elements that are not approved by the Board are to be remanded to the Staff which may, in cooperation with the Study Team, revise the recommendation and resubmit it to the Board; *provided that* the Board may modify a recommended cost allocation or transmission capacity allocation to the extent such modification is supported by the record.

10.4.1.2 Requested Service Projects

10.4.1.2.1 Recommended Requested Service Projects

The Board is to review and may approve the Study Team's determination that each Recommended Requested Service Project (i) serves its underlying transmission service or interconnection request and (ii) does not result in any unmitigated Material Adverse Impacts on any transmission system; *provided that* no Recommended Requested Service Project is to be included in any Plan unless the requestor and all Affected Persons agree upon such Requested Service Project. If the Board determines that there are unmitigated Material Adverse Impacts, such Project is to be remanded to the Staff and Affected Persons identified by ColumbiaGrid that have actively participated in a related Study Team for further analysis.

10.4.1.2.2 Staff-Recommended Requested Service Projects

The Board is to review and may approve the Staff's determination that each Staff-Recommended Requested Service Project serves the underlying transmission service or interconnection request, the Plan of Service, transmission capacity allocation, sponsorship, and mitigation of Material Adverse Impacts resulting from such Project on any transmission

system; provided that no Staff-Recommended Requested Service Project is to be included in any Plan unless the requestor and all Affected Persons agree upon such Requested Service Project. Those elements that are not approved by the Board are to be remanded to the Staff which may, in cooperation with the Study Team, revise the recommendation and resubmit it to the Board; provided that the Board may modify a recommended cost allocation or transmission capacity allocation to the extent such modification is supported by the record.

10.4.1.3 Capacity Increase Projects

The Board is to review the Study Team's evaluation of Material Adverse Impacts resulting from each such Project on any transmission system. The Board is to not disapprove or modify project elements (developed by the Project sponsor(s) or a Study Team) as such information is only included in the Draft Plan for informational purposes. If the Board determines that there are unmitigated Material Adverse Impacts resulting from such a Project on any transmission system, the Board is to note such Material Adverse Impacts in the Plan and defer to the resolution of such Material Adverse Impacts in the WECC regional planning or path rating process.

10.4.1.4 Expanded Scope Projects

The Board is to review and may approve the Study Team's determination that there are no unmitigated Material Adverse Impacts resulting from each such Expanded Scope Project on any transmission system and, for Expanded Scope Projects that have an underlying EOP or Requested Service Project, the underlying Need or request is still met with an equivalent or better service at no greater cost than it would have paid for the underlying Project. The Board is to not disapprove or modify project elements associated with the project expansion (developed by the Project sponsor(s) or a Study Team) as such information is only included in the Draft Plan for informational purposes. If the Board determines that there are unmitigated Material Adverse Impacts resulting from such a Project on any transmission system or that the underlying Need or request is not met with an equivalent or better service at no greater cost than it would have paid for the underlying Project, the Board is to remand such Project to the Staff and Affected Persons identified by ColumbiaGrid that have actively participated in a related Study Team for further analysis.

10.4.2 Other Information Included in the Draft Plan

The Board is to include in the Biennial Plan for informational purposes all of the other content in the Draft Biennial Plan that was provided for informational purposes unless the Board determines it has good cause not to include such content.

10.4.3 Remands

In the event that the Board remands an item to the Staff and the Study Teams for further analysis and discussion, the Board is to identify specific questions or concerns to be answered or further researched by the Staff and Affected Persons identified by ColumbiaGrid that have actively participated in a related Study Team before the Board approves or confirms the matter that has been remanded. If the Board determines that a transmission alternative submitted in the public review process or that a transmission alternative to a Staff-Recommended Project is

potentially preferable to the proposed Staff-Recommended Project, the Board may remand such alternative to the Staff, Planning Parties, and Interested Persons for further analysis and discussion. The Board and Staff are to attempt to minimize the total number of times a Project is remanded.

10.4.4 Reconsideration Process

The Board is to develop and make available a reconsideration process that provides Persons who are materially impacted by such decision and did participate in any underlying Study Team to request within ten days that the Board reconsider a specific decision within the Board's approval. If reconsideration of a Board decision is sought by any such Person, ColumbiaGrid is to promptly convene a meeting, chaired by the ColumbiaGrid President, to which it invites the chief executive officer or equivalent executive of all Affected Persons to determine whether they can reach agreement on the disputed decision. If agreement is not reached, the Board is to pursue the reconsideration process. The reconsideration process is to provide for input from all involved Persons (including Planning Parties) and Staff, and the Board is to make its reconsidered decision known within 90 days from the date of the request. If, upon reconsideration, the Board modifies its decision, the modification is to also be subject to a petition for reconsideration.

10.4.5 Post-Board Approval Project Modifications

In the event that Project sponsor(s) discover during siting and environmental review processes that modifications are needed to an EOP in order for such EOP to receive needed regulatory approval or in order to implement such EOP, the Staff is to review the proposed modification(s) in a public process to determine whether the proposed modified Project continues to satisfy the Need and whether Material Adverse Impacts to transmission systems, if any, are mitigated. The Staff is to communicate the results of its findings to the Board as follows.

10.4.5.1 Summary Change Statement

Staff is to provide a summary change statement to the Board when such changes are found by Staff to resolve the problem, mitigate Material Adverse Impacts, if any, and have the support of Affected Persons. In these situations the Board is to not be required to take action for the revised plan to be included in the next Plan.

10.4.5.2 Staff Recommendation

Staff, when it finds any of the following,

- (i) the Plan of Service being implemented does not resolve the Need,
- (ii) there is disagreement between or among the sponsors and participants as to the Plan of Service, sponsorship, schedule, cost allocation, or transmission rights allocation, or

(iii) mitigation of Material Adverse Impacts is lacking,

is to provide a recommendation to the Board on what actions if any the Board should take. For example, the Staff recommendation could be one or a combination of the following: (i) withdraw Board approval or acceptance of the Project, (ii) address the situation in a subsequent system assessment, (iii) start a Study Team to look at alternatives, or (iv) bring the Affected Persons together to see if there is interest in having ColumbiaGrid mediate differences.

10.4.5.3 Board Consideration

In these situations, the Board is to consider the Staff recommendation and is to accept the recommendation or ask the Staff to reconsider its recommendation in light of additional factors that the Board may want included in the recommendation. No Project modification pursuant to section 10.4.5 of Appendix A to the PEFA is to be deemed to amend any Facilities Agreement, and any amendment to any Facilities Agreement is to be subject to and pursuant to the provisions of such Facilities Agreement for its amendment (and subject to the provisions of section 6.2 of the PEFA).

11. ColumbiaGrid Cost Allocation

Under the PEFA, ColumbiaGrid provides cost allocation recommendations, which facilitate the development of mutual agreement by parties on cost allocation. As discussed above, broad-based Study Teams are used extensively in the ColumbiaGrid processes, including the development of cost allocation recommendations. Study Teams are intended to be the primary tool for participation by Planning Parties, Affected Persons, and Interested Persons, in the development of Projects defined and included in the Plan of ColumbiaGrid. Cost allocation recommendations by ColumbiaGrid under the PEFA with respect to various types of Projects are discussed above and are summarized as set forth below in this section.

ColumbiaGrid will, subject to the PEFA, consider: (i) whether a cost allocation proposal fairly assigns costs among participants, including those who cause them to be incurred, and those who otherwise benefit from them; (ii) whether a cost allocation proposal provides adequate incentives to construct new transmission; and (iii) whether the proposal is generally supported by State authorities and participants across the region.

2. 11.1 EOPs

11.1.1 An EOP must include an associated cost allocation to be included in a ColumbiaGrid Biennial Plan or Plan Update. In the event that Affected Persons do not reach agreement on cost allocations for a Near-Term EOP, ColumbiaGrid Staff will make a recommendation for such cost allocation. The Staff will inform the Study Team regarding Staff's recommendation and allow the Study Team the opportunity to comment. In the event there is still not agreement among the Affected Persons, the Staff will include its recommendation in the

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ColumbiaGrid Draft Plan. Where Affected Persons do not reach agreement on cost allocation for a Near-Term EOP, ColumbiaGrid will recommend Persons to bear the costs of the EOP and an allocation of the costs of the EOP to such Persons. ColumbiaGrid will endeavor to recommend an equitable allocation of such costs taking into account (i) the causation of the Need giving rise to the EOP or (ii) the delay or elimination during the Planning Horizon of any Need as a result of the EOP.

11.1.2 Under the circumstances described in paragraph 11.1.1, where a TOPP has a Need and the best way to meet that Need is to upgrade facilities of another TOPP or other Person, ColumbiaGrid will endeavor to recommend an equitable allocation to Persons of the costs of an EOP taking into account (i) the causation of the Need giving rise to such EOP or (ii) the delay or elimination during the Planning Horizon of any Need of a TOPP as a result of the EOP. Further, the PEFA includes the following cost allocation provisions for specific circumstances:

- (a) where there are two affected TOPPs, and one has a Need and the best way to meet that Need is to upgrade facilities on the other TOPP's system, ColumbiaGrid will allocate costs in a form of Facilities Agreement to the TOPP causing the Need,
- (b) ColumbiaGrid may also allocate costs to a TOPP in a Facilities Agreement whose Need does not give rise to the Staff Recommended EOP but that has a Need during the Planning Horizon that is met by such EOP; provided that ColumbiaGrid shall not allocate costs to such TOPP in an amount that exceeds the cost that would have been incurred by such TOPP had it met its Need with a separate EOP, and
- (c) the ColumbiaGrid Staff will not allocate costs based upon other potential future system benefits.

11.1.3 When the ColumbiaGrid Staff submits the Draft Plan to the ColumbiaGrid Board for approval, the Staff will make a recommendation for the cost allocation elements of any Near-Term EOP upon which Affected Persons have not reached agreement. The ColumbiaGrid Board shall review and may approve or remand to Staff a recommended cost-allocation for each Staff-Recommended EOP. Staff may, in cooperation with the Study Team, revise the remanded recommendation and resubmit it to the ColumbiaGrid Board. However, the ColumbiaGrid Board may also modify a recommendation by ColumbiaGrid Staff of cost allocation for the EOP to the extent such modification is supported by the record.

11.2 Requested Service Projects

A Requested Service Project must include an associated cost allocation to be included in a ColumbiaGrid Biennial Plan or Plan Update. In the event that the Affected Persons do not reach agreement on cost allocations for a Requested Service Project within a reasonable time, ColumbiaGrid Staff will make a recommendation for such cost allocations. The Staff will inform the Study Team regarding Staff's recommendation and allow the Study Team the opportunity to comment. If there is an accompanying Need which can be delayed or eliminated by the Requested Service Project within the Planning Horizon, ColumbiaGrid will endeavor to make an equitable allocation of costs of such Staff-Recommended Requested Service Project based upon the affected TOPP's OATT requirements and the delay or elimination of the Need. ColumbiaGrid may allocate costs in a form of Facilities Agreement to a TOPP that has a Need during the Planning Horizon that is met by the Requested Service Project; provided that ColumbiaGrid will not allocate costs in an amount that exceeds the cost that would have been incurred by such TOPP had it met its Need with a separate EOP. The Staff will not allocate costs based upon other potential future system benefits.

11.3 Capacity Increase Project Cost Allocation

11.3.1 ColumbiaGrid Cost Allocation Recommendation. A Capacity Increase Project must include an associated cost allocation to be included in a Biennial Plan (or Plan Update). If a Planning Party sponsors a Capacity Increase Project and requests a Study Team for project development, ColumbiaGrid will determine if there is sufficient interest and, if so, will convene such Study Team for such purposes. A Planning Party may request a cost allocation recommendation from ColumbiaGrid on a Capacity Increase Project if the related Study Team is unable to come to voluntary agreement on the cost allocation. This recommendation is non-binding but can be used by the Study Teams to facilitate agreement on cost allocation. As indicated above, ColumbiaGrid has indicated that, when preparing cost allocation recommendations, it will, subject to the PEFA, consider: (i) whether a cost allocation proposal fairly assigns costs among participants, including those who cause them to be incurred, and those who otherwise benefit from them; (ii) whether a cost allocation proposal provides adequate incentives to construct new transmission; and (iii) whether the proposal is generally supported by State authorities and participants across the region. Further, the parties to the PEFA have developed a form of amendment to the PEFA under which, if ColumbiaGrid is otherwise unable to arrive at a non-binding recommendation for cost allocation as provided above in this section IV.11.3.1, ColumbiaGrid's non-binding recommendation shall be to allocate 100 percent of the costs of such Capacity Increase Project among the Persons participating in such Capacity Increase Project in proportion to the expected amount of added transmission capacity to be received by each such Person from such Capacity Increase Project. ColumbiaGrid has by resolution recommended the execution of such amendment to all Planning Parties. Upon the

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effective date of such amendment, ColumbiaGrid would follow the PEFA as so amended with respect to such non-binding recommendations for cost allocation.

11.3.2 Solicitation of Interest. For any Project identified by a Planning Party as a Capacity Increase Project that it will sponsor, the Planning Party may elect to develop the Project through a ColumbiaGrid Study Team. If a Planning Party requests a Study Team to develop the Capacity Increase Project, ColumbiaGrid will determine whether there is sufficient interest in convening a Study Team for project development. If ColumbiaGrid determines that there is sufficient interest to develop the Project through a Study Team, ColumbiaGrid will convene a Study Team for project development.

- a. ColumbiaGrid will provide notice of the Study Team to Interested Persons, Affected Persons, and Planning Parties. Any Planning Party, Affected Person or Interested Person may participate in the Study Team.
- b. ColumbiaGrid will post drafts of summaries of the progress of the Study Team.
- c. The Study Team process may develop all of the necessary elements of the Capacity Increase Projects, including a plan of service, estimated costs, the expected amounts of transmission capacity added for each new or existing path, reasons for the Project, the Persons who are responsible for the costs and construction of the Project, the owners and operators of the added facilities, schedule including estimated completion date, transmission rights allocation, Material Adverse Impacts, if any, and any mitigation of Material Adverse Impacts.
 - d. The scope of any Capacity Increase Project may be expanded as an Expanded Scope Project. Insofar as the Expanded Scope Project constitutes a Capacity Increase Project, ColumbiaGrid may, as set forth above, recommend a cost allocation.

11.4 Expanded Scope Project

An Expanded Scope Project must include an associated cost allocation to be included in a Biennial Plan or Plan Update. Prior to including any Project in a Draft Biennial Plan or Draft Plan Update, the Staff shall determine, in an open process, whether there is interest in expanding the scope of such Project; provided absent agreement of the TOPP(s) whose Transmission System(s) has a projected Need, consideration of the request to expand the scope of an EOP may

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not unreasonably delay project development beyond the point where there is sufficient lead time for the original Project to be completed to meet the Need or as otherwise required. If there is interest, Staff shall establish a Study Team to evaluate and develop the expansion. An Expanded Scope Project may be a combination of one or more EOPs, Requested Service Projects, Capacity Increase Projects, and Single System Projects. The provisions governing ColumbiaGrid cost allocation recommendations for such types of Projects will be applied to the various portions of any Expanded Scope Project as applicable.

12. Dispute Resolution

See Part VI below.

13. Regional or Sub-Regional Economic Studies

13.1 If a Planning Party forwards to ColumbiaGrid a request for an economic planning study that requires production cost modeling, ColumbiaGrid may forward the request to WECC. ColumbiaGrid will consider these requests during the last scheduled planning meeting of the year (typically held in November or December). The notification for this meeting will be posted on the ColumbiaGrid Website and widely distributed via e-mails. The agenda for this meeting will clearly state if an economic planning study request will be under consideration. The participants at the meeting may provide or receive input on any requested studies. Such input may include, without limitation, consideration of (i) the breadth of interest in, and support for, the requested economic planning study; (ii) the feasibility of the requested economic planning study; (iii) the relationship between the requested economic planning study and potential (a) congestion relief or (b) integration on an aggregated or regional (or sub-regional) basis of new resources or new loads. If the consensus of the participants at that meeting determines that any such request (or any request developed during any such meeting) has sufficient merit to be forwarded to WECC, ColumbiaGrid will submit the study request to WECC during the economic planning study request window, which is between November 1st and January 31st of each year. The TEPPC process and criteria for prioritization of economic planning studies are set forth in section 5 of the TEPPC Planning Protocol located on the ColumbiaGrid Website under the Planning and Expansion program under the Attachment K link at <http://www.columbiagrid.org>. ColumbiaGrid is a member of TEPPC and will participate in TEPPC processes.

13.2 ColumbiaGrid will treat requests received from a Planning Party for economic planning studies, not referred to WECC, as Capacity Increase Projects. Such requests will be processed pursuant to the provisions that govern Capacity Increase Projects of this Attachment K and the PEFA. The PEFA describes the process that ColumbiaGrid would use to form a Study Team. If a Study Team is formed to perform the economic planning study associated with the Capacity Increase Project, the Planning Party that submitted the economic planning study request will be deemed the Capacity Increase Project sponsoring party and will assume primary responsibility for leading and performing necessary analytical work.

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14. Sub-Regional Coordination

ColumbiaGrid is a sub-regional planning group ("SPG") that coordinates with other SPGs for projects and studies that involve ColumbiaGrid and one or more other SPGs. In addition, ColumbiaGrid participates in the regional planning process through regular joint SPG meetings (which are held at least three times yearly). The purpose of these meetings is to review and coordinate work on development of WECC base case assumptions and requests, to share planning information, and to coordinate requests to WECC for economic studies. .

Participation by a non-PEFA party in the ColumbiaGrid planning process does not thereby make such party a party to PEFA.

PART V

COORDINATION WITH THE WESTERN INTERCONNECTION PLANNING PROCESS (WECC)

WECC coordinates aspects of Western Interconnection planning as follows:

- a. WECC develops the Western Interconnection wide data bases for transmission planning analysis such as power flow and stability studies.
- b. WECC also maintains a data base for reporting the status of significant planned projects throughout the Western Interconnection.
- c. WECC promotes coordination of significant planned projects through its WECC Regional Planning Project Review procedures. These procedures are implemented by the project sponsor within its planning process or by a Western Interconnection “sub-regional” planning group at the request of a project sponsor.
- d. The WECC Procedure for Project Rating Review provides a process for coordination of path ratings, including consideration of adverse impacts on existing paths.

The primary planning coordination forums in WECC include the Planning Coordination Committee and the Transmission Expansion Planning Policy Committee. These committees are to meet at least three times each year and are responsible for developing materials for the WECC coordination activities listed above. Individual entities can participate in planning at the WECC level by attending meetings of these committees and reviewing and commenting on proposed transmission plans and policies. Individual entities can participate in the majority of WECC activities without being a member of WECC although there are many privileges that come with membership such as access to data bases and committee voting rights.

Western Interconnection wide economic studies are conducted by a committee formed by WECC, TEPPC, in an open stakeholder process that holds region-wide stakeholder meetings on a regular basis. The TEPPC planning process is posted on the WECC website ([see www.wecc.biz](http://www.wecc.biz)). ColumbiaGrid has a position on TEPPC and is active in the TEPPC study process. The Transmission Provider participates in the TEPPC planning processes, as appropriate, to ensure data and assumptions are coordinated. TEPPC provides the following functions in relation to Economic Studies in the Transmission Provider transmission planning process:

- a. Development and maintenance of the west-wide economic study database.
- b. Performance of economic congestion studies. TEPPC has an annual study cycle in which it will update databases, develop and approve a study plan that includes customer high priority economic study requests as determined by the open TEPPC stakeholder process and perform the studies and document the results in a report.

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Additional discussion regarding WECC Western Interconnection “regional” and Western Interconnection “subregional” planning coordination may be found in the WECC document describing planning coordination, which is posted on the ColumbiaGrid website (*see* <http://www.columbiagrid.org/AttachK-overview.cfm>). ColumbiaGrid is to check the WECC materials at least once a year and post any revised versions of WECC’s planning coordination document on the ColumbiaGrid website.

PART VI.

DISPUTE RESOLUTION

Disputes among PEFA Parties within the scope of the arbitration provisions of section 16.1 of the PEFA shall be addressed through the provisions of that section. However, nothing in this Attachment K restricts the rights of any person to file a Complaint with the Commission under relevant provisions of the Federal Power Act.

Disputes that are not within the scope of PEFA dispute resolution procedures but that arise out of Attachment K between a Transmission Provider and one or more of its Transmission Customers shall be addressed pursuant to section 12 (Dispute Resolution Procedures) of the OATT.

ColumbiaGrid is intended to provide a forum for resolving substantive and procedural disputes. Specifically, ColumbiaGrid is a separate and operationally independent entity that makes decisions or recommendations regarding multi-system planning issues, and thus provides a neutral forum through which transmission customers, transmission providers, Planning Parties, and other stakeholders can raise and address issues arising out of ColumbiaGrid planning activities. All interested persons have an additional opportunity to present their perspectives when the staff's recommendation is presented to the Board. When reviewing the draft Biennial Plan, the Board can remand items back to the staff for further work and public input.

Disputes that are not within the scope of the foregoing dispute resolution processes but that arise out of Attachment K in connection with the ColumbiaGrid planning processes may be addressed, with the agreement of all parties to the dispute, through non-binding mediation using the FERC Dispute Resolution Service or other non-binding mediation mechanism mutually agreeable to all parties to the dispute.

APPENDIX A

DEFINITIONS

The following terms shall have the following definitions when used in this Attachment K. Other terms defined elsewhere in this OATT and used in this Attachment K shall have the meanings set forth in the OATT.

- A.1** “Affected Persons” with respect to a Project means those Planning Parties and Persons that would bear Material Adverse Impacts from such Project or are otherwise materially affected by such Project.
- A.2** “Biennial Plan” means each biennial transmission plan adopted by the Board pursuant to section 2 of the PEFA. A “Draft Biennial Plan” refers to a draft of a Biennial Plan presented by Staff to the Board for adoption pursuant to section 2 of the PEFA but not yet adopted by the Board.
- A.3** “Board of Directors” or “Board” means the Board of Directors of ColumbiaGrid.
- A.4** “BPA Plan” means the plan described in section III.4 of this Attachment K.
- A.5** “BPA Transmission Planning Interested Persons List” means that list maintained pursuant to section III.5.1 of this Attachment K.
- A.6** “Bylaws” means the then current bylaws of ColumbiaGrid.
- A.7** “Capacity Increase Project” means a voluntary modification of the Regional Interconnected Systems that is
- (i) for the purpose of increasing transmission capacity on the Regional Interconnected Systems;
 - (ii) voluntarily undertaken by one or more Planning Parties; and
 - (iii) not an Existing Obligation Project or Requested Service Project.

A “Proposed Capacity Increase Project” means a proposal for a Capacity Increase Project at such time as it is being discussed in the planning process, whether that be for purposes of identifying unmitigated Material Adverse Impacts of such Project or for purposes of developing the Project under section 9 of Appendix A of the PEFA.

- A.8** “Commission” means the Federal Energy Regulatory Commission or any successor entity.
- A.9** “Confidential Information” shall mean: all information, regardless of the manner in which it is furnished, marked as “Confidential Information” at the time of its furnishing; *provided that* Confidential Information shall not include information: (1) in the public domain or generally available or known to the public; (2) disclosed to a recipient by a Third Person who had a legal right to do so; (3) independently developed by the receiving Party or known to such Party prior to its disclosure under this Agreement; (4) normally

disclosed by entities in the Western Interconnection without limitation; (5) disclosed in aggregate form; or (6) required to be disclosed without a protective order or confidentiality agreement by subpoena, law or other directive of a court, administrative agency or arbitration panel.

- A.10** “Critical Energy Infrastructure Information” or “CEII” means information as defined in 18 C.F.R. § 388.113(c), as may be amended from time to time, about existing and proposed systems or assets, whether physical or virtual, relating to the production, generation, transportation, transmission, or distribution of energy that could be useful to a person in planning an attack on such systems or assets, the incapacity or destruction of which would negatively affect security, economic security, or public health or safety.
- A.11** “Demand Response Resource Data” has the meaning set forth in section III.6.2.
- A.12** “Designated Person” with respect to a form of Facilities Agreement means each of the Persons designated as such pursuant to section 6.1 of the PEFA by ColumbiaGrid in such form.
- A.13** “Economic Study” means a study of Transmission Provider’s Transmission System, separately or in conjunction with study of other transmission systems, to evaluate (i) congestion or (ii) the integration on an aggregated local, Western Interconnection-wide (or Western Interconnection “sub-regional”) basis of new generation resources or loads.
- A.14** “Existing Obligation Project” or “EOP” means any modification to be made to the Regional Interconnected Systems that is
- (i) for the purpose of meeting a Need on a TOPP’s system;
 - (ii) not a Single System Project; and
 - (iii) approved by the Board and included as an EOP in a Plan.

A “Proposed Existing Obligation Project” or “Proposed EOP” means a proposal for an EOP at such time as it is being proposed in the planning process; a “Recommended Existing Obligation Project” or “Recommended EOP” means a recommendation, developed by the agreement of Affected Persons pursuant to section 5 of Appendix A of the PEFA, for an EOP that is included as such in a Draft Biennial Plan or Draft Plan Update; a “Staff-Recommended Existing Obligation Project” or “Staff-Recommended EOP” means a recommendation, made by Staff pursuant to section 5.4 of Appendix A of the PEFA, for a Near-Term Existing Obligation Project that is included as such in a Draft Biennial Plan or Draft Plan Update.

- A.15** “Expanded Scope Project” means any Project that is expanded pursuant to section 9 of Appendix A of the PEFA.
- A.16** “Facilities Agreement” means, for purposes of Part IV of this Attachment K, an agreement tendered by ColumbiaGrid to Designated Parties for purposes of effectuating an EOP pursuant to section 6 of the PEFA.

- A.17** “Grandfathered Transmission Service” means transmission service provided under non-OATT transmission contracts.
- A.18** “Interested Person” means, for purposes of Part IV of this Attachment K, any Person who has expressed an interest in the business of ColumbiaGrid and has requested notice of its public meetings. Such Interested Persons will be identified on the Interested Persons List compiled by ColumbiaGrid in accordance with section 4.2 of the ColumbiaGrid Bylaws.
- A.19** “Material Adverse Impacts,” with respect to a Project means, for purposes of Part IV of this Attachment K, a reduction of transmission capacity on a transmission system (or other adverse impact on such transmission system that is generally considered in transmission planning in the Western Interconnection) due to such Project that is material, that would result from a Project, and that is unacceptable to the Person that owns or operates such transmission system. For purposes of this Agreement, Material Adverse Impacts of a Project are considered mitigated if there would not be any Material Adverse Impacts due to such Project.
- A.20** “Near-Term Existing Obligation Project” or “Near-Term EOP” means, at any time, an Existing Obligation Project that must be commenced prior to the end of the then next Planning Cycle in order to have sufficient lead time for implementation to meet the Need giving rise to such Existing Obligation Project.
- A.21** “Need” means any projected inability of a Transmission Owner or Operator Planning Party (anticipated to occur during the Planning Horizon) to serve, consistent with the Planning Criteria,
- (i) its network load and native load customer obligations, if any, as those terms are defined in such Transmission Owner or Operator Planning Party’s Open Access Transmission Tariff; and
 - (ii) other existing long-term firm transmission obligations.
- A.22** “Need Statement” means, with respect to a Need, a statement developed by Staff pursuant to section 3 of Appendix A of the PEFA and included for informational purposes in a Plan. A “Draft Need Statement” means a proposal for a Need Statement presented by Staff to the Board for review and comment.
- A.23** “NERC” means North America Electric Reliability Corporation or its successor.
- A.24** “Non-Transmission Alternative” means a Non-Transmission Alternative that: (1) ColumbiaGrid has determined (i) results in the elimination or delay of a Need, (ii) results in a change in the loads or resources to be reflected in the system assessments, and (iii) is sponsored by one or more TOPPs; or (2) is considered by the Transmission Provider in planning for its own Transmission System. Examples of such alternatives that may constitute Non-Transmission Alternatives may include demand-side load reduction programs, peak-shaving projects, and distributed generation. The following examples are specifically excluded from Non-Transmission Alternatives: remedial action schemes, shunt capacitors, and reconductoring.

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- A.25** “Open Access Transmission Tariff” or “OATT” means, for each Transmission Owner or Operator Planning Party, such Transmission Owner or Operator Planning Party’s open access transmission tariff and, if such Transmission Owner or Operator Planning Party does not have such a tariff, the Commission’s pro forma open access transmission tariff.
- A.26** “Or” shall be deemed to be disjunctive but not necessarily exclusive.
- A.27** “Pacific Northwest” means the (i) sub region within the Western Interconnection comprised of Alberta, British Columbia, Idaho, Montana, Nevada, Oregon, Utah, Washington, and Wyoming and (ii) any portions of the area defined in 16 U.S.C. § 839a(14) that are not otherwise included in (i).
- A.28** “Party” means, for purposes of Part IV of this Attachment K, a signatory to the PEFA.
- A.29** “Person” means an individual, corporation, cooperative corporation, municipal corporation, quasi-municipal corporation, joint operating entity, limited liability company, mutual association, partnership, limited partnership, limited liability partnership, association, joint stock company, trust, unincorporated organization, government entity or political subdivision thereof (including a federal power marketing administration), or organization recognized as a legal entity by law in the United States or Canada.
- A.30** “Plan” means, for purposes of Part IV of this Attachment K, at any time the then current Biennial Plan, as then revised by any Plan Updates. A “Draft Plan” refers to a Draft Biennial Plan or a Draft Plan Update.
- A.31** “Plan of Service” means the technical modifications to the Regional Interconnected Systems to be effected by a Project.
- A.32** “Plan Update” means an update to the then current Plan adopted by the Board pursuant to section 2.4 of the PEFA. A “Draft Plan Update” means a plan update presented by Staff to the Board for adoption but not yet adopted by the Board.
- A.33** “Planning and Expansion Functional Agreement” or “PEFA” means the ColumbiaGrid Planning and Expansion Functional Agreement on file with the Commission.
- A.34** “Planning Criteria” means the then current planning standards that ColumbiaGrid shall apply, as provided in section 3 of the PEFA, in any system assessment, System Assessment Report, or Needs Statement.
- A.35** “Planning Cycle” means a period of approximately 24 months during which a Draft Biennial Plan is to be prepared and presented to the Board for adoption and during which a Biennial Plan is to be subsequently adopted by the Board.
- A.36** “Planning Horizon,” for purposes of Part IV of this Attachment K, means, with respect to any Biennial Plan (or Plan Update), the period for which the system assessment for such Biennial Plan (or Plan Update) is made, which period shall be the longer of (i) ten years or (ii) the planning period required by the Commission in its pro forma OATT, as it may be amended from time to time.

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- A.37** “Planning Party” means, for purposes of Part IV of this Attachment K, each Party other than ColumbiaGrid.
- A.38** “Planning Process” means the BPA biennial planning process described in Part III of this Attachment K.
- A.39** “Project” means, for purposes of Part IV of this Attachment K, any of the following (including any expansion in the Plan of Service therefor pursuant to section 10 of the PEFA) included in a Plan: (i) Capacity Increase Project, (ii) Existing Obligation Project, (iii) Requested Service Project, or (iv) Single System Project.
- A.40** “Public Policy Requirements” means enacted statutes (i.e., passed by the legislature and signed by the executive) and regulations promulgated by a relevant jurisdiction, whether within a state or at the federal level
- A.41** “Regional Interconnected Systems” or “RIS” means the interconnected transmission systems in the Pacific Northwest.
- A.42** “Replication Data” means basic criteria, assumptions and data necessary to replicate the results of Transmission Provider’s planning studies performed pursuant to this Attachment K that underlie the BPA Plan.
- A.43** “Requested Service Assessment” means, with respect to a request to a TOPP for study related to a transmission service or interconnection, an assessment of the effect of such request on such TOPP’s Transmission System and on other transmission systems.
- A.44** “Requested Service Project” means any modification of the Regional Interconnected Systems that
- (i) is for the purpose of providing service pursuant to a transmission service or interconnection request made to a TOPP; and
 - (ii) involves more than one Transmission System.

A “Proposed Requested Service Project” means a proposal for a Requested Service Project at such time as it is being proposed in the planning process under this Agreement; a “Recommended Requested Service Project” means a recommendation for a Requested Service Project that is developed by the agreement of Affected Persons and that is included in a Plan; a “Staff-Recommended Requested Service Project” means a recommendation by the Staff for a Requested Service Project following the inability of Affected Persons to reach agreement in a timely manner on a Recommended Requested Service Project.

- A.45** “Single System Project” means any modification of a single Transmission System that
- (i) is for the purpose of meeting a Need that impacts only such single Transmission System;
 - (ii) does not result in Material Adverse Impacts on any transmission system; and
 - (iii) is included as a Single System Project in a Plan.

- A.46** “Staff” means, for purposes of Part IV of this Attachment K, the ColumbiaGrid staff, officers, or consultants hired or retained by ColumbiaGrid to perform the Staff’s responsibilities under the PEFA. The activities of Staff under this Agreement are to be performed under the supervision and guidance of the ColumbiaGrid Board.
- A.47** “Study Team” with respect to a Project being defined means a team that is comprised of ColumbiaGrid and the following that choose to participate in such team: (i) any Planning Parties, (ii) any Affected Persons identified with respect to such Project, and (iii) any Interested Persons; *provided that* the Study Team for a Requested Service Project is to include only ColumbiaGrid and Affected Persons identified with respect to such Project. The Study Team for an Existing Obligation Project is to develop solution(s) to meet the Need giving rise to such Existing Obligation Project. The Study Team for a Requested Service Project is to develop a Project to serve the request giving rise to such Requested Service Project. The Study Team for any other Project is to assist in either the identification or mitigation of Material Adverse Impacts, if any, resulting from such Project or, depending upon the type of Project and the election of the Project sponsor(s), participate in the planning of such Project.
- A.48** “System Assessment Report” means each system assessment report developed by Staff pursuant to section 3 of Appendix A of the PEFA.
- A.49** “TEPPC” means the WECC Transmission Expansion Planning Policy Committee.
- A.50** “Third Person” means, for purposes of Part IV of this Attachment K, any Person other than a Party.
- A.51** “Transmission Owner or Operator Planning Party” or “TOPP” means a Party that is a transmission owner or operator. For purposes of the PEFA an “owner” includes, but is not limited to, a Party that has a leasehold interest in or other beneficial use of the subject facilities, where, for financing purposes, legal title is held by another entity.
- A.52** “Transmission Provider’s Need” means:
- (i) any projected inability of the Transmission Provider to serve (anticipated to occur during the planning horizon), consistent with the Transmission Provider’s Planning Criteria:
 - (a) its network load and native load customer obligations, if any, as those terms are defined in the Transmission Provider’s Open Access Transmission Tariff; and
 - (b) other existing long-term firm transmission obligations.
 - (ii) any transmission need driven by Public Policy Requirements selected by the Transmission Provider for further evaluation in accordance with Part III section 2.1.7 of this Attachment.
- A.53** “Transmission Provider’s Planning Criteria” means the then current planning standards that the Transmission Provider shall apply, as provided in Part III section 3 of this Attachment in any system assessment.

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- A.54** “Transmission System” means the transmission facilities in the Pacific Northwest owned or operated by a Transmission Owner or Operator Planning Party.
- A.55** “Website” means, for purposes of Part IV of this Attachment K, the website maintained by ColumbiaGrid at www.columbiagrid.org.
- A.56** “Western Electricity Coordinating Council” or “WECC” means the Western Electricity Coordinating Council or any successor entity.

ATTACHMENT L

Standard Large Generator Interconnection Procedures (LGIP), including Standard Large Generator Interconnection Agreement (LGIA)

See attachments posted under August 21 TC-20 workshop at TC-20 Meetings and Workshop page~~[UNDER REVIEW]~~

ATTACHMENT M
(INTENTIONALLY OMITTED)

ATTACHMENT N

Standard Small Generator Interconnection Procedures (SGIP) including Standard Small Generator Interconnection Agreement (SGIA)

See attachments posted under August 21 TC-20 workshop at TC-20 Meetings and Workshop page

[UNDER REVIEW]

ATTACHMENT O

Agreement No. _____

**[insert year] NETWORK OPEN SEASON
PRECEDENT TRANSMISSION SERVICE AGREEMENT**
executed by the
**UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY**
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
CUSTOMER NAME

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Exhibit A Table (Specifications for Long-Term Firm PTP or NT
Transmission Service)

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Exhibit B Customer Information Required for Cluster Study

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This PRECEDENT TRANSMISSION SERVICE AGREEMENT (PTSA or Agreement) is entered into by and between the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (Bonneville), and **CUSTOMER NAME** (Customer), collectively referred to as “Parties” and individually as “Party”.

WHEREAS, the Customer has requested Long-Term Firm Point-to-Point (PTP) Transmission Service, or has requested the addition of a new Network Resource or new Network Load under its Network Integration (NT) Transmission Service Agreement, and has one or more eligible transmission service request(s) (TSR) pending in Bonneville’s Open Access Same-Time Information System (OASIS) queue; and

WHEREAS, modifications or additions to the Federal Columbia River Transmission System (FCRTS) facilities may be required before Bonneville can provide the requested PTP or NT Transmission Service; and

WHEREAS, Bonneville has provided notice to the Customer that it will conduct a Network Open Season process to obtain commitments for the purchase of Transmission Service, and will conduct a Cluster Study as necessary to determine the required system additions, modifications or upgrades needed in order to provide such service; and

WHEREAS, Bonneville will be responsible for and will conduct all studies associated with achieving compliance under the National Environmental Policy Act (NEPA), completing such studies prior to decisions related to the construction of facilities; and

WHEREAS, the Customer by signing this Agreement and the attached Table is committing to purchase Long-Term Firm Transmission Service from Bonneville, contingent upon Bonneville satisfying certain requirements or conditions precedent, all as specified in this Agreement.

NOW THEREFORE, the Parties do hereby enter into the following:

1. TERM

This Agreement, having been previously signed by Bonneville, is effective when the Customer has signed this Agreement pursuant to section 3(a) and returned it to Bonneville and has satisfied the requirements in section 3(b) and 3(e). In the event the Customer does not satisfy the requirements of sections 3(a), 3(b) and 3(e), this Agreement shall not become effective, and the status of the Customer’s TSR will be changed to ‘DECLINED.’ After the Effective Date, this Agreement shall remain in effect until the earlier of this section 1(a) or 1(b):

(a) **Termination upon Release of Performance Assurance or Service Commencement Date**

At the later of:

- (1) the release of the full amount of the Performance Assurance to the Customer pursuant to section 7(a) or 7(b); or
- (2) the Service Commencement Date for Transmission Service pursuant to section 6(b) or 6(c);

this Agreement shall terminate.

(b) **Termination for Bonneville Failure to Satisfy Requirements or Meet Deadlines, Direct Assignment, or upon Conditions of FERC Approval**

If any of the following occurs:

(1) **Bonneville is Unable to Satisfy Requirements**

Bonneville determines that it is unable to satisfy, or fails to satisfy, the requirements as described in sections 5(b)(1), or 5(d);

(2) **Bonneville is Unable to meet Deadlines**

Bonneville determines that it is unable to meet, or fails to meet, either of the dates specified in sections 5(e)(1). In such event, Bonneville shall notify the Customer, and no later than 15 days from the receipt of Bonneville's notice, the Customer elects to exercise its termination right in writing to Bonneville;

(3) **Direct Assignment**

Bonneville determines pursuant to section 5(a)(3) that costs for Expansion Facilities should be directly assigned to the Customer; or

(4) **Conditions of FERC Approval**

If either Party exercises its termination rights pursuant to section 10;

then this Agreement shall terminate and the Table as previously signed by the Customer shall be null and void. Bonneville shall promptly release all of the Customer's Performance Assurance and the Customer's original TSR, as existing prior to the Customer signing this Agreement, shall remain in Bonneville's long-term OASIS queue.

2. DEFINITIONS

Unless otherwise defined herein, capitalized terms are defined in Bonneville's Open Access Transmission Tariff (OATT), Transmission and Ancillary Service Rate Schedules and General Rate Schedule Provisions, and/or External Business Practices or Bulletins.

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- (a) “Bridge” means a type of Conditional Firm Service that Bonneville offers and the Customer accepts until Transmission Service becomes available upon the energization of Expansion Facilities or upon an earlier determination by Bonneville pursuant to this Agreement.
- (b) “Cluster Study” means a process for studying a group of TSRs in the aggregate. A Cluster Study process may be used to complete a System Impact Study, System Facilities Study, NEPA analysis or other study or analysis necessary to determine system modifications required to provide Transmission Service.
- (c) “Conditional Firm Service” means a form of less-than-firm service which Bonneville may offer under a separate arrangement as a Bridge.
- (d) “Direct Assignment” or “Direct Assignment Facilities” means the facilities or portions of facilities that are constructed by Bonneville that directly benefit the Customer, and that are either: (i) not integrated with the Integrated Network, as defined in Bonneville’s General Rate Schedule Provisions, or (ii) not supporting the reliability or efficiency of the Integrated Network for the general benefit of the users of such system. The costs of such facilities may be proportionately directly assigned to the Customer.
- (e) “Effective Date” means the date this Agreement, having been previously signed by Bonneville, is signed by the Customer and returned to Bonneville pursuant to section 3(a) and the Customer has satisfied the requirements of sections 3(b) and 3(e).
- (f) “Eligible TSR” means a network TSR in the OASIS queue by 5:00 pm PDT on the date established in a notice from Bonneville pursuant to OATT section 19.10, except that a TSR is not an Eligible TSR if any of the following applies: (i) the TSR is associated with an effective PTSA, or (ii) Bonneville has determined, as of the start of the Network Open Season window stated in such notice, that it is able to provide Transmission Service for the TSR using existing system infrastructure, or (iii) the Customer requests, consistent with instructions in a notice from Bonneville, that the TSR be excluded from the Network Open Season. Eligible TSR excludes any requests on the Northwest AC Intertie, Pacific DC Intertie, and Montana Intertie.
- (g) “Expansion Facilities” means those FCRTS modifications or additions that Bonneville determines are required to provide Transmission Service to the Customer and to other Open Season Participants in aggregate.
- (h) “FERC” means the Federal Energy Regulatory Commission.

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- (i) “Network Open Season” means the process Bonneville undertakes to contractually and financially secure a long-term firm commitment from customers with Eligible TSRs to purchase Transmission Service.
- (j) “Open Season Deadline” means 5:00 pm PDT on the date specified in a notice from Bonneville. Such date shall be the deadline for the Customer to comply with the requirements of section 3.
- (k) “Open Season Participant(s)” means all customers determined by Bonneville to have one or more Eligible TSRs, who sign a PTSA and the associated Table and comply with the requirements of section 3.
- (l) “Participating TSR” means any Eligible TSR for which the Customer executes a PTSA and the associated Table.
- (m) ”Performance Assurance” means one of the following: (i) a Letter of Credit, (ii) a deposit into an escrow account, (iii) a cash deposit provided directly to Bonneville by the Customer, or (iv) a prepayment of Transmission Service which may be either made directly to Bonneville or to the account of Bonneville in escrow.
- (n) “Service Commencement Date” means the date as described in sections 6(b) or 6(c), on which Bonneville will start Transmission Service to the Customer.
- (o) “Service Duration” means the period of time between the Start Date and Termination Date (as defined in the Table) originally requested by the Customer in section 1(a) of the Table, unless modified in accordance with this Agreement.
- (p) “Table” means the Specifications for Long-Term Firm PTP or NT Transmission Service associated with the Customer’s TSR and attached to this Agreement as Exhibit A. Upon Bonneville determination of its ability to provide Transmission Service, conformance of the Customer’s TSR, and revision and signing of the Table by Bonneville, the Table will be attached to the appropriate exhibit of the Customer’s Transmission Service Agreement.
- (q) “Tariff” or “OATT” means Bonneville’s Open Access Transmission Tariff, dated October 2008, or its successor, unless otherwise specified herein.
- (r) “Transmission Service” means the Long-Term Firm PTP Service or NT Service requested on Bonneville’s OASIS in accordance with Bonneville’s OATT.

3. CUSTOMER REQUIREMENTS AND OPTION TO INCREASE CONTRACT TERM

(a) **Precedent Transmission Service Agreement**

The Customer shall be required to sign and submit a separate PTSA, including completion of Exhibit B, for each Eligible TSR in OASIS prior to the Open Season Deadline.

(b) **Table**

For each Eligible TSR in OASIS, the Customer shall be required to sign the Table attached to each PTSA submitted to Bonneville prior to the Open Season Deadline.

(c) **Table and TSR Contract Term**

The Customer may elect to increase its Service Duration as currently defined by the duration between the Start Date and the Termination Date included in the Customer's original TSR and section 1(a) of the Table. If the Customer desires to increase its Service Duration, it shall specify and initial the new Service Duration in section 1(b)(2) of the Table.

(d) **Customer Election for Requested Minimum Partial Service Demand**

If the Customer desires a minimum threshold in whole megawatts below which the Customer does not desire Bonneville to make an award of partial Transmission Service, the Customer shall fill in the minimum threshold and initial on the line in section 1(b)(3) of its Table. In the event the Customer does not make an election, Bonneville will not make any partial service awards to the Customer for less than the Customer's full requested megawatt demand. Any Bonneville offer of Conditional Firm Service will be made independently of this Customer election related to partial Transmission Service.

(e) **Performance Assurance Requirement**

Not later than the Open Season Deadline, the Customer shall provide Performance Assurance: (i) in the case of requested PTP transmission service, equal to the requested PTP Reserved Capacity times the long-term firm PTP transmission service rate in section II.A. of Bonneville's PTP rate schedule (in effect at the time of the Open Season Deadline) for one year, or, (ii) in the case of requested NT transmission service, the charge in section II.A. of Bonneville's NT rate schedule (in effect at the time of the Open Season Deadline) applied to the projected transmission service for one year. The Customer shall provide Performance Assurance in an amount in U.S. dollars by means of: (A) a Letter of Credit, (B) a security deposit into an escrow account, (C) a non-interest bearing cash security deposit with Bonneville, or (D) a prepayment of transmission service paid directly to

Bonneville or to the account of Bonneville under an escrow. Each of (A) through (D) shall be established and maintained in accordance with Bonneville's Network Open Season Bulletin or its successor as in effect on the Open Season Deadline.

(1) **Attestation Statement**

Notwithstanding the foregoing, no Performance Assurance requirement will be required for the Customer's TSR if the Customer has an NT Transmission Service Agreement, the Customer's Eligible TSR is for transmission of a new Network Resource, and the Customer submits a statement attesting to the resource and generation conditions specified in section 29.2(viii) of the OATT.

(2) **Outside Counsel Opinion**

Not later than the Open Season Deadline, state and local governmental entities (including, but not limited to, municipal corporations, joint operating agencies, joint powers authorities, and utility districts) seeking to provide Performance Assurance other than a letter of credit shall provide from outside counsel selected by the Customer and reasonably acceptable to Bonneville, a legal opinion addressed to Bonneville to the effect that Bonneville's right to funds under the Performance Assurance is valid and enforceable in accordance with its terms.

4. **ABILITY TO PROVIDE TRANSMISSION SERVICE WITHOUT CONSTRUCTION OF EXPANSION FACILITIES**

(a) **Satisfaction of Customer Requirements and Determination of Ability to Provide Transmission Service without Construction of Expansion Facilities**

After Bonneville determines that the Customer has satisfied the requirements in section 3(a), 3(b), and 3(e), Bonneville shall, on a continuing basis, determine whether it can provide Transmission Service for the Table associated with this Agreement without construction of Expansion Facilities.

(b) **Determination of Ability to Provide Transmission Service for the Customer's Entire Demand**

If, consistent with OASIS queue priority, Bonneville determines that it can provide Transmission Service to serve the entire transmission demand associated with the Customer's TSR without construction of Expansion Facilities, then: (i) Bonneville shall notify the Customer, (ii) shall specify the Service Commencement Date consistent with section 6(b) of this Agreement, (iii) the Customer and Bonneville shall conform the Customer's TSR pursuant to section 6(d), and (iv) Bonneville shall sign the Table.

(c) **Determination of Ability to Provide Transmission Service for a Portion of the Customer's Demand**

If, consistent with OASIS queue priority, Bonneville determines that it can provide Transmission Service for a portion of the Customer's requested demand equal to or exceeding the requested minimum partial demand established pursuant to section 3(d): (i) Bonneville shall notify the Customer and (ii) shall specify the Service Commencement Date consistent with section 6(b) of this Agreement. The Customer and Bonneville shall conform the Customer's TSR pursuant to section 6(d), and Bonneville shall sign the Table with such partial demand. Bonneville will prepare a new Exhibit A Table for this Agreement with the remaining transmission demand, which the Customer shall sign. Bonneville will not make a partial service award for any term less than the Service Duration requested by the Customer unless made upon agreement by the Customer.

(d) **Determination that Construction of Expansion Facilities Is Necessary to Provide Transmission Service**

If Bonneville determines that it is unable to provide Transmission Service for part or all of the Customer's transmission demand without construction of Expansion Facilities, section 5 shall apply to such part.

(e) **Extensions for Commencement of Service and Treatment of Competitions under Section 17.7 of the OATT**

(1) If, prior to the Customer's commencement of service, Bonneville releases to the Customer Reserved Capacity of another Transmission Customer pursuant to section 17.7 of the OATT, the Customer must commence service for the Reserved Capacity in the Table without future commencement of service extensions.

(2) If, pursuant to section 17.7 of the OATT, the Customer requests to extend the commencement of service 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 Transmission Service, the Customer shall commence service for the entire Reserved Capacity in the Table on the Start Date of the competing request.

5. BONNEVILLE REQUIREMENTS PRIOR TO CONSTRUCTION OF EXPANSION FACILITIES

(a) **Cluster Study**

(1) **Bonneville Obligation to Conduct Cluster Study**

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In order to achieve the maximum efficiencies from its planning processes and in the identification and design of Expansion Facilities, Bonneville shall aggregate Participating TSRs and study those requests in a cluster. Such Cluster Study shall identify and design a proposed plan of service to supply the aggregate transmission needs of the Participating TSRs, and shall also identify the projected cost of any facilities and the proposed schedule to complete construction. Bonneville shall use due diligence to perform the Cluster Study or cause such study to be performed. Bonneville shall not separately charge any Cluster Study costs to Open Season Participants, except to the extent those costs may be included in Bonneville's embedded cost transmission rates and the Customer takes service under such rates.

(2) **Customer Obligation to Provide Information for Cluster Study**

At the time the Customer returns this signed Agreement to Bonneville, the Customer will provide Bonneville with the information required in Exhibit B for use in the Cluster Study. The Customer will provide the most current available information, and will update Bonneville in the event such information is revised. Bonneville will treat such information as confidential.

(3) **Direct Assignment**

All Expansion Facilities resulting from the Cluster Study are subject to a determination of Direct Assignment of costs. If Bonneville determines that costs for Expansion Facilities should be directly assigned to the Customer, then Bonneville will: (i) exclude such costs from consideration for rolled-in rate treatment under the Commercial Infrastructure Financing Proposal (CIFP) evaluation pursuant to section 5(b), (ii) notify the Customer that this Agreement shall terminate pursuant to section 1(b)(3), and (iii) process the Customer's TSR in accordance with the OATT.

(b) **Determination of Rate Treatment Applicable to Transmission Service**

Bonneville shall evaluate the projected cost and benefits of proposed Expansion Facilities consistent with its CIFP posted on Bonneville's website to determine in its discretion whether Transmission Service can reasonably be provided under the applicable PTP or NT rate schedule (Bonneville's "rolled-in" or "embedded" rate).

(1) **Transmission Service at Rolled-in Rates**

If Bonneville so determines that Transmission Service may be provided at rolled-in rates, Bonneville shall notify the Customer and proceed to complete its decision whether to build pursuant to section 5(d).

(2) **Transmission Service not at Rolled-in Rates**

If Bonneville determines that Transmission Service cannot be provided at rolled-in rates, Bonneville shall notify the Customer, this Agreement shall terminate pursuant to section 1(b)(1), and Bonneville will process the Customer's TSR in accordance with the OATT.

(c) **National Environmental Policy Act (NEPA) Compliance**

Bonneville shall be responsible for all workload, including studies, as necessary to achieve its NEPA compliance associated with Expansion Facilities for TSRs for which Bonneville determines that Transmission Service may reasonably be provided at rolled-in rates. There shall be no additional compensation required of the Customer under this Agreement associated with such NEPA compliance. Bonneville reserves the absolute right to choose any alternatives considered in the NEPA process, including the no-action alternative. Nothing in this Agreement or the Table shall be construed as obligating Bonneville to choose an alternative that involves constructing facilities or to proceed with construction work under this Agreement or the Table before Bonneville has completed the NEPA review process.

(d) **Decision to Build**

In the event that Bonneville makes a determination pursuant to section 5(b)(1) that Transmission Service for the TSR associated with this Agreement may reasonably be provided at rolled-in rates and after completing the NEPA review pursuant to section 5(c), Bonneville will then make a determination, in its sole discretion and in accordance with the Administrator's statutory authorities, whether to build Expansion Facilities.

(e) **Bonneville Deadlines and Customer Option if Bonneville Requirements are not Met**

Bonneville shall use due diligence to satisfy all of its requirements set forth in sections 5(b)(1) and 5(d).

(1) **Bonneville Deadlines**

The following deadlines, unless a later date is agreed to by the Customer, shall apply to Bonneville:

(i) **Rate Treatment Deadline**

No later than 11 months after the Open Season Deadline, Bonneville shall either: confirm the rolled-in rate treatment and notify the Customer pursuant to section 5(b)(1), or have made the Customer an offer of Conditional Firm service pursuant to section 8.

- (ii) **Decision to Build Deadline**

No later than 39 months after the date of the notice given pursuant to section 5(b)(1), Bonneville shall either: notify the Customer pursuant to section 5(f), or have made the Customer an offer of Conditional Firm service pursuant to section 8.
- (2) **Delay in Bonneville Determinations**

If Bonneville determines that it may not meet either the Rate Treatment or the Decision to Build deadline described in section 5(e)(1), and does not expect to make the Customer an offer of Conditional Firm service by such deadlines, Bonneville shall notify the Customer and shall specify in such notice(s) when Bonneville expects to make the determination(s) in sections 5(b)(1) or 5(d). In such case, the Customer shall have the right to terminate this Agreement pursuant to section 1(b)(2).
- (3) **Termination if Bonneville Requirements Are Not Met**

If Bonneville cannot satisfy the requirements of either section 5(b)(1) or 5(d), Bonneville shall notify the Customer and this Agreement shall terminate pursuant to section 1(b)(1).
- (f) **Bonneville Requirements Completed; Notification of Projected Service Commencement Date**

Upon Bonneville successfully completing its requirements pursuant to sections 5(b)(1) and 5(d), and no later than the deadlines specified in or agreed to pursuant to section 5(e): (i) Bonneville shall notify the Customer, (ii) Bonneville and the Customer shall conform the Customer's TSR, and (iii) Bonneville shall sign the Table. Such notice shall include a reasonable estimate of the Service Commencement Date, which will be after Bonneville completes construction activities required for the Expansion Facilities.

6. SERVICE DURATION AND COMMENCEMENT OF SERVICE

- (a) **Provisions Affecting Service Duration**
 - (1) **Conditional Firm Service**

Any period during which the Customer has taken Conditional Firm Service as a Bridge arrangement prior to the Service Commencement Date will be applied to the Customer's Service Duration obligation.
 - (2) **Delay of Construction of Expansion Facilities**

If, due to delays in the construction of Expansion Facilities, the Customer's Service Commencement Date occurs subsequent to the estimated Service Commencement Date provided in Bonneville's notice pursuant to section 5(f), the Customer may elect to shorten its

Service Duration by a period not exceeding the delay. The election must be upon written notice to Bonneville no later than 15 days prior to the Service Commencement Date, and excluding any coinciding period under section 6(a)(1).

(b) **Service Commencement Date if Expansion Facilities Are Not Required**

If Bonneville determines, pursuant to section 4(b) or 4(c), that it can provide Transmission Service without construction of Expansion Facilities, the actual Service Commencement Date shall be the later of:

- (1) the first day of the month occurring at least 15 days from the date of receipt by the Customer of the executed Table; or
- (2) the Start Date as originally requested by the Customer.

This Service Commencement Date will become the Start Date in the Customer's Table and the Service Commencement Date extended by the Service Duration will become the Termination Date.

(c) **Service Commencement Date if Expansion Facilities are Required**

In addition to its initial notice pursuant to section 5(f), Bonneville shall notify the Customer on a regular basis of the progress of its construction activities, and in the event of a delay, provide a revised estimate of the Service Commencement Date. The actual Service Commencement Date shall be the later of:

- (1) the first day of the month occurring at least 15 days from the date on which the Expansion Facilities are available to provide Transmission Service to the Customer, or
- (2) the Start Date as originally requested by the Customer.

The Service Commencement Date will become the Start Date in the Customer's Table and the Service Commencement Date extended by the Service Duration will become the Termination Date.

(d) **TSR Conformance**

Upon determination of the Service Commencement Date or Service Duration pursuant to sections 4(e), 6(b) or 6(c) above, Bonneville will, if necessary, provide the Customer instructions, and the Customer shall comply in modifying or 'conforming' its TSR in OASIS, and in the Table, based on the Service Commencement Date, Service Duration and any other pertinent information. The Customer and Bonneville shall thereupon initial and date section 2 of the Table, and Bonneville shall thereupon sign the Table.

7. DISPOSITION OF PERFORMANCE ASSURANCE

(a) Release of Performance Assurance – Security Deposit

If the Performance Assurance is provided as a security deposit under sections 3(e)(A), 3(e)(B), or 3(e)(C) of this Agreement, Bonneville shall, within 180 calendar days following the commencement of either Transmission Service or Conditional Firm service as a Bridge arrangement, serving the full transmission demand associated with the Customer's TSR, release to the Customer the Performance Assurance provided by the Customer under section 3(e). In the event of partial demand service that is equal to or exceeds the minimum partial demand specified pursuant to section 3(d), Bonneville shall, within 180 calendar days following the commencement of either Transmission Service or Conditional Firm service as a Bridge arrangement, release to the Customer a pro-rated share of the Performance Assurance based on the ratio that the partial service in megawatts bears to the total transmission demand requested by the Customer in megawatts.

(b) Release of Performance Assurance – Prepayment

If the Performance Assurance obligation is provided as a prepayment under section 3(e)(D) of this Agreement, each month beginning upon the commencement of either Transmission Service or Conditional Firm service as a Bridge arrangement, the Customer's obligation for services under this Agreement and the Table attached as Exhibit A will be satisfied by disbursements to Bonneville from the related escrow account or cash deposit with Bonneville. Such disbursements will continue until the total amount of the Customer's Performance Assurance balance is exhausted.

(c) Potential Forfeiture of Performance Assurance

In the event of a material breach of this Agreement by the Customer: (i) an amount equal to the Performance Assurance shall become immediately due and payable to Bonneville, without setoff, offset or adjustment, and Bonneville shall be entitled to receive or retain any amounts provided by the Customer as Performance Assurance, and (ii) the Customer's TSR with attached Table shall be changed to 'DECLINED' status. The receipt of funds by Bonneville from Performance Assurance shall not be construed to be and is not a limitation of damages and shall not preclude Bonneville from seeking or obtaining additional damages, compensation or other remedies.

8. CONDITIONAL FIRM OFFER

At any time during the term of this Agreement, Bonneville may at its discretion, and consistent with OASIS queue priority, offer Conditional Firm service to the Customer. In this event, the terms of service of the Conditional Firm offer, although developed to interface with this Agreement, shall be implemented and administered independently from this Agreement. If the Customer elects not to accept a

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Conditional Firm offer on a TSR associated with this Agreement, Bonneville shall have no obligation to make a subsequent Conditional Firm offer. If the Customer elects to accept a Conditional Firm Service offer on a TSR associated with this Agreement, Bonneville shall unilaterally update the TSR by means of a pen and ink change to the Table, and provide the Customer with a copy of the updated Table containing the new TSR Assign Ref Number.

9. CREDITWORTHINESS REQUIREMENTS

The Customer agrees to comply with Bonneville's credit support requirements throughout the term of this Agreement, as set forth in Bonneville's Creditworthiness Business Practice, as amended from time to time, and in accordance with section 11 of the OATT. Based on such credit support requirements, at the time Bonneville establishes the Service Commencement Date, Bonneville will determine whether the Customer has an obligation to post additional credit assurances.

10. FERC APPROVAL

Bonneville has filed with FERC certain Tariff revisions regarding the Network Open Season, including a form of PTSA that includes substantially the same terms and conditions as this Agreement. If FERC issues a final order rejecting all or any part of the Tariff revisions, or adding any conditions to the Tariff or to the form of this Agreement that are material to the Network Open Season or to this Agreement and that are unacceptable to either Party, within 30 days of issuance of FERC's final order, such Party will have the right to terminate this Agreement upon 30 days' written notice specifying the reasons for termination. Such termination shall be pursuant to section 1(b).

11. NO DEDICATION OF FACILITIES

No undertaking by the Customer or Bonneville under or pursuant to any provision of this Agreement shall constitute or be deemed to constitute a dedication of all or any portion of the FCRTS to the Transmission Customer or to the public.

12. ASSIGNMENT

The Customer shall not assign this Agreement or any of its rights hereunder unless it obtains consent in writing from Bonneville; such consent shall not be unreasonably withheld.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the Network Open Season, and supersedes any and all previous understanding(s) between the Parties with respect to the Network Open Season and binds and inures to the benefit of the Parties and their successors and assignees.

14. CHOICE OF LAW

This Agreement shall be interpreted, construed, enforced and implemented pursuant to Federal law.

15. SECTION HEADINGS

Section headings and subheadings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

16. INCORPORATION OF EXHIBITS

Exhibits A and B are hereby incorporated into and made part of this Agreement.

17. NOTICES

Unless otherwise specified any notice or other communication related to this Agreement, shall be in writing and shall be deemed to have been received if delivered in person, by First Class mail, by facsimile or sent by overnight delivery service.

If to the Customer:

(Customer Name)
(Customer Address)
(Customer City, State, Zip)
Attention: *(Customer Contact)*
Title: *(Customer Title)*
Phone:
Fax:

If to Bonneville:

Attention: Transmission Account Executive for
(Customer Name) – TSE/TPP-2
Phone: (360) 619-6016
Fax: (360) 619-6940

If by First Class Mail:
Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

If by Overnight Delivery Service:

Bonneville Power Administration – TSE/TPP-2
7500 NE 41st Street, Suite 130
Vancouver, WA 98662-7905

18. SIGNATURES

Each Party represents that its signatory named below is duly authorized to execute this Agreement on its behalf.

CUSTOMER NAME

UNITED STATES OF AMERICA

Department of Energy
Bonneville Power Administration

By: _____

By: _____

Name: _____

Name: _____

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(Print/Type)

Title: _____

Date: _____

(Print/Type)

Title: Transmission Account Executive

Date: _____

EXHIBIT [A or C]
SPECIFICATIONS FOR LONG-TERM
FIRM POINT-TO-POINT TRANSMISSION SERVICE

TABLE [insert No. or letter]
REQUEST FOR TRANSMISSION SERVICES

Associated with Precedent Transmission Service Agreement No.: [insert No.]

1. TERM OF TRANSACTION

(a) Originally Specified Contract Term

The Assign Ref is: *[insert Assign Ref]*
Start Date: at 0000 hours on *[insert date, ex. October 1, 2009]*.
Termination Date: at 0000 hours on *[insert date, ex. October 1, 2014]*.

(b) Customer Election for Contract Term and Partial Service

(1) Original Contract Term: *[insert term, ex. 5 years]*.

(2) Requested Contract Term: _____ _____
(Initial)

[If TSR is a Redirect, Enter: Not Applicable for a Redirect TSR on line above, remove "initial space" and remove the following paragraph]

If the Customer desires a Contract Term longer than the Original Contract Term as specified above, the Customer may fill in and initial on the line above, in whole year increments, and not exceeding a period of 30 years. Such longer term shall retain the original Start Date specified in section 1(a) above.

(3) Requested minimum threshold for partial service: _____ _____
(Initial)

If the Customer desires a minimum threshold in whole megawatts below which the Customer does not desire Bonneville to make an award of partial service, the Customer shall fill in the minimum threshold and initial on the line above.

2. TSR CONFORMANCE

Pursuant to section 6(d) of the Precedent Transmission Service Agreement (PTSA), Bonneville will fill in all applicable information below, based upon the Customer's original TSR, or as may be revised and described in a 'conformed' TSR submitted by the Customer. The Parties shall initial in the space provided.

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The new Assign Ref is: _____ (Bonneville will insert Assign Ref or N/A)
 Start Date at 0000 hours on: _____ (Bonneville will insert date)
 Termination Date at 0000 hours on: _____ (Bonneville will insert date)
 In the event of a Partial Service award: _____ (Bonneville will insert MW demand)

 Customer Initial/Date

 Bonneville Initial/Date

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

Contract POR (Source)	Reservation - Scheduling (POR)	POR Balancing Authority	Contract POD (Sink)	Reservation - Scheduling (POD)	POD Balancing Authority	Reserved Capacity (MW)

4. POINT OF RECEIPT
 [Include Delivering Party/Resource if known]
 Add additional PORs if necessary.

5. POINT OF DELIVERY
 [Include Receiving Party if known]

6. DESIGNATION OF PARTY(IES) SUBJECT TO RECIPROCAL SERVICE
 3. [Transmission Customer]

7. NAMES OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE
 [If not applicable insert "None"]

8. SERVICE AGREEMENT CHARGES
 Service will be subject to some combination of the charges detailed in the Service Agreement Exhibits, including but not limited to:

- (a) **Transmission Charge**
 PTP-08 Rate Schedule or successor rate schedules.
 - (1) **Reservation Fee**
 Not Applicable
 - (2) **Short Distance Discount (SDD)**
 0.6+ (0.4 x ___/75) (formula for PTP) = ___ or Not Applicable.
- (b) **Direct Assignment and Use of Facility Charges**
- (c) **Ancillary Service Charges**

9. OTHER PROVISIONS SPECIFIC TO THIS TABLE

(a) Creditworthiness

The Customer agrees to comply with Bonneville's credit support requirements throughout the term of this Table, as set forth in Bonneville's Creditworthiness Business Practice, as amended from time to time, and in accordance with section 11 of the OATT. Based on such credit support requirements, at the time Bonneville establishes the Service Commencement Date, Bonneville will determine whether the Customer has an obligation to post additional credit assurances.

(b) Redirect Rights

Bonneville agrees that changes or modifications to its ATC Methodology as used to evaluate Redirect or Network Integration Modification of Service Requests by the Customer will be subject to the notice requirements pursuant to Bonneville's Network Open Season Bulletin as effective on the Open Season Deadline.

[\[Include this section for Newpoint TSRs\]](#)

(c) Reservation-Scheduling POR Newpoint Conformance

If the Customer's TSR requires the designation of Newpoint, the Customer will comply with the provisions governing Newpoint set forth in Bonneville's Requesting Transmission Service Business Practice. This includes procedures related to TSR conformance by the Customer, and at the time a valid Scheduling Point is designated, for the submittal of a Redirect Request.

[\[Include this section for the TSRs with BC,US Border \(east\) scheduling issue and intervening system scheduling path issue\]](#)

(d) Third Party Transmission Arrangements

Customer shall be responsible for any scheduling arrangements on other electric systems [\[to or from\]](#) the valid Reservation-Scheduling [\[POR or POD\]](#) that may be required by such system.

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10. SIGNATURES

Each Party represents that its signatory named below is duly authorized to execute this Table on its behalf.

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 or C]
SPECIFICATIONS FOR
NETWORK INTEGRATION TRANSMISSION SERVICE**

**TABLE [insert No. or letter]
REQUEST FOR TRANSMISSION SERVICES**

Associated with Precedent Transmission Service Agreement No.: [insert No.]

1. TERM OF TRANSACTION

(a) Originally Specified Contract Term

The Assign Ref is: *[insert Assign Ref]*
Start Date: at 0000 hours on *[insert date, ex. July 1, 2009]*.
Termination Date: at 0000 hours on *[insert date, ex. July 1, 2014]*.

(b) Customer Election for Contract Term and Partial Service

(1) Original Contract Term: *[insert term, ex. 5 years]*.

(2) Requested Contract Term: _____ _____
(Initial)

If the Customer desires a Contract Term longer than the Original Contract Term as specified above, the Customer may fill in and initial on the line above, in whole year increments, and not exceeding a period of 30 years. Such longer term shall retain the original Start Date specified in section 1(a) above.

(3) Requested minimum threshold for partial service: _____ _____
(Initial)

[This section 1(b)(3), which is referenced in the PTSA, is not applicable to NT customers.]

2. TSR CONFORMANCE

Pursuant to section 6(d) of the Precedent Transmission Service Agreement (PTSA), Bonneville will fill in all applicable information below, based upon the Customer's original TSR, or as may be revised and described in a 'conformed' TSR submitted by the Customer. The Parties shall initial in the space provided.

The Assign Ref is: _____ (Bonneville will insert Assign Ref)
Start Date at 0000 hours on: _____ (Bonneville will insert date)
Termination Date at 0000 hours on: _____ (Bonneville will insert date)

 Customer Initial/Date

 Bonneville Initial/Date

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

a. Designated Network Resources: See Exhibit XX, Table XX, Revision No. XX, Section XX.

b. New Designated Network Resources:

Resource	Capacity (MW)	Start Date	Termination Date	Balancing Authority	Assign Ref

c. Total Network Resources equals 3(a) + 3(b).

4. POINT OF RECEIPT

5. POINT OF DELIVERY

6. NETWORK LOAD:

See Exhibit XX, Table XX, Revision No. XX, Section XX.

7. DESIGNATION OF PARTY(IES) SUBJECT TO RECIPROCAL SERVICE

4. See Exhibit XX, Table XX, Revision No. XX, Section XX.

8. NAMES OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE

See Exhibit XX, Table XX, Revision No. XX, Section XX.

9. CUSTOMER SERVED LOAD

See Exhibit XX, Table XX, Revision No. XX, Section XX.

10. SERVICE AGREEMENT CHARGES

Service will be subject to some combination of the charges detailed in the Service Agreement Exhibits, including but not limited to:

- (a) Transmission Charge**
 NT-08 Rate Schedule and UFT-08 Rate Schedule or successor rate schedules.
- (b) Direct Assignment and Use of Facility Charges**
- (c) Ancillary Service Charges**

11. OTHER PROVISIONS SPECIFIC TO THIS TABLE

(a) Creditworthiness

The Customer agrees to comply with Bonneville’s credit support requirements throughout the term of this Table, as set forth in Bonneville’s Creditworthiness Business Practice, as amended from time to time, and in accordance with section 11 of the OATT. Based on such credit support requirements, at the time Bonneville establishes the Service Commencement Date, Bonneville will determine whether the Customer has an obligation to post additional credit assurances.

[\[Include this section for Newpoint TSRs\]](#)

(b) Reservation-Scheduling POR Newpoint Conformance

If the Customer’s TSR requires the designation of Newpoint, the Customer will comply with the provisions governing Newpoint set forth in Bonneville’s Requesting Transmission Service Business Practice. This includes procedures related to TSR conformance by the Customer at the time a valid Scheduling Point is designated.

[\[Include this section for the TSRs with BC.US Border \(east\) scheduling issue and intervening system scheduling path issue\]](#)

(c) Third Party Transmission Arrangements

Customer shall be responsible for any scheduling arrangements on other electric systems **[to or from]** the valid Reservation-Scheduling **[POR or POD]** that may be required by such system.

12. SIGNATURES

Each Party represents that its signatory named below is duly authorized to execute this Table on its behalf.

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 B
CUSTOMER INFORMATION REQUIRED FOR CLUSTER STUDY

Associated with Precedent Transmission Service Agreement No.09TX-00000 and with Table [insert No. or letter] to Exhibit [A or C] of Service Agreement No. XXXXX

1. SOURCE

The Customer will identify the resource including the electrical point (i.e. substation) where the resource interconnects with a transmission system (Bonneville or other system) supplying the capacity and energy associated with the TSR.

2. SINK

If possible, the Customer will identify the load including the electrical point (i.e. substation) on the transmission system to be served by the resource associated with the TSR. If the load being served by the TSR cannot be specified, such as for TSRs with a POD of the Northwest HUB, the Customer must indicate whether the load will be within the Northwest or outside the Northwest.

3. REVISIONS

In the event information provided under this Exhibit B may be revised, the Customer will provide notice of such revisions to Bonneville by August 19, 2009. Updates will be accepted in the future, and may help inform Bonneville's final decision regarding whether to build Expansion Facilities identified by the plan of service in the Cluster Study.

Attachment P Oversupply

Management Protocol

This attachment establishes requirements and procedures used to moderate total dissolved gas (“TDG”) levels in the Columbia River to protect endangered fish and other aquatic species. All Transmission Customers that own or operate generating facilities in Transmission Provider’s Control Area and all generators that own or operate generating facilities in Transmission Provider’s Control Area (together referred to in this attachment as “Generator”) are subject to displacement under this attachment, including generating facilities that are dynamically scheduled out of Transmission Provider’s Control Area but not including generating facilities that are transferred out of the Control Area by pseudo-tie. Transmission Provider will deliver Federal hydroelectric energy to replace the reduced generation in order to meet the Transmission Customers’ schedules. The Oversupply Management Protocol will apply as follows:

1. Before displacing generation under this attachment, Transmission Provider will take the following actions when available and Transmission Provider determines they will reduce or avoid the need for displacement:
 - a. sales through bilateral marketing, including offering to sell power at zero cost;
 - b. waiving real power loss return obligations;
 - c. cutting prescheduled Pacific Northwest Coordination Agreement storage;
 - d. deferring scheduled generation maintenance activities;
 - e. deferring scheduled transmission maintenance activities;
 - f. increasing pumping into Banks Lake at Grand Coulee;
 - g. seeking flow reductions with BC Hydro;
 - h. seeking additional load via spill exchange agreements, such as those under hourly coordination with Mid-Columbia Hydro Projects;
 - i. seeking access to additional reservoir storage space at Federal Projects;
 - j. reducing available balancing reserves to maximize turbine flows;
 - k. selling Capacity Recallable Energy products; and
 - l. reducing TDG levels at one Federal Project by transferring spill to another Federal Project consistent with the spill priority list.
2. Transmission Provider will use a Least-Cost Displacement Cost Curve (“Cost Curve”) to displace generation located in Transmission Provider’s control area in order to moderate TDG levels in the Columbia River. The Cost Curve will list the cost of displacement for each facility. Transmission Provider will displace generation in order of cost, from the least-cost facility to the highest-cost facility, until the required displacement quantity as determined by Transmission Provider is achieved. If the highest-cost Generator that Transmission Provider displaces in an hour to achieve the required displacement quantity has the same cost as one or more other Generators, Transmission Provider will displace all such Generators on a pro-rata basis.

3. a. No later than March 15 each year (or, with respect to generating facilities with a scheduled Commercial Operation Date after March 15 of any year, the later of March 15 or 30 days before the facility's scheduled Commercial Operation Date (as defined in the Large Generator Interconnection Agreement)), the Generator shall submit to an independent evaluator selected by Transmission Provider the facility's costs of displacement (\$/MWh) with respect to each of its generating facilities (other than facilities with a nameplate capacity under 3 MW, which are exempt from displacement under this attachment), the nameplate generating capacity, and supporting data and documentation for each month of the following April through March. The supporting data and documentation must be sufficient to allow the independent evaluator to verify the costs. The Generator must certify that the nameplate capacity and the costs are accurate. The submission must list costs separately for heavy load hours and for light load hours (both as defined in Transmission Provider's 2012 Power Rate Schedules or their successor) and must list both total costs of displacement and costs by each category in section 3.c. that apply to the generating facility. The Generator may submit revised costs to the independent evaluator at any time. The Generator must certify that the revised costs are accurate and must include supporting data and documentation. The revised costs for any month will be included in the Cost Curve as of the first day of the second month following submission of the costs. If a Generator does not submit the costs and supporting data and documentation, the costs of displacement of the facility shall be deemed to be \$0/MWh. If a Generator that submits the costs but does not submit supporting data and documentation later does submit supporting data and documentation, the Generator will be included in the Cost Curve as of the first day of the second month following such submission.
- b. Transmission Provider will obtain from the independent evaluator the total costs of displacement for each facility and the Cost Curve. Except as provided in section 5.a., Transmission Provider will not obtain the costs by category or any supporting data and documentation. Transmission Provider will not use the cost information for any purpose other than that specified under this attachment. In addition, Transmission Provider will not disclose the cost information to any person not employed by Transmission Provider or to any of its Marketing Function Employees, as defined by the Transmission Provider's Standards of Conduct, except that Transmission Provider may disclose the costs to the Commission as provided in section 5.a. Transmission Provider will sign, and will require the independent evaluator to sign, a nondisclosure agreement with respect to the cost information and the scheduling information the independent evaluator obtains under sections 5.a and 5.b. The nondisclosure agreement will allow the independent evaluator to disclose cost information and scheduling information to Transmission Provider under sections 5.a and 5.b.
- c. Costs of displacement shall be limited to the following:

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- i. With respect to contracts for the sale of all or part of a facility's output executed on or before March 6, 2012 –

1. the production tax credit the Generator would have received under 26 U.S.C. § 45 or its successor but will not receive because of the displacement;
2. the following amounts for renewable energy credits (RECs) unbundled from the sale of power:
 - a. with respect to executed contracts for the sale of RECs unbundled from the sale of energy and executed contracts for the sale of energy and RECs in which the price for the RECs is stated separately from the price for the energy, i) the amount that the Generator is not paid by its contracting party because of its failure to deliver RECs, and ii) the amount, if any, the Generator must pay its contracting party as a penalty for its failure to deliver RECs; and
 - b. with respect to the amount of displaced generation for which the Generator has not yet executed a contract to sell the RECs, the market value of the RECs for which the Generator is not credited because of the displacement; and
3. with respect to power sales agreements for the bundled sale and purchase of both RECs and energy for a single price, i) the contract price, if the Generator is not entitled to payment for any hour in which the Generator does not generate; or, the difference between the full contract price and the reduced price if the Generator is entitled only to a reduced price for any hour in which the Generator does not generate; and ii) the amount, if any, the Generator must pay its contracting party as a penalty for its failure to generate.
 - ii. With respect to contracts for the sale of all or part of a facility's output executed after March 6, 2012, the costs listed in sections 3.c.i.1, 3.c.i.2.a.i, and 3.c.i.2.b.
4. For each hour of displacement, Transmission Provider will compensate the Generator for each displaced facility with the facility's costs of displacement (\$/MWh) multiplied by the difference between the i) MW of scheduled generation for the hour (or estimated generation submitted by behind-the-meter resources) integrated over the hour, and ii) the MW of generation that Transmission Provider has directed the Generator to reduce to under this attachment. An hour of displacement is an hour in which Transmission Provider has directed the Generator to reduce generation under this Attachment and Generator has complied with the direction, including hours in which the Generator is ramping down to comply with the direction or ramping up to return to normal operations.
5. a. The independent evaluator may validate costs submitted by the Generator. In such case the Generator will submit to the independent evaluator any additional supporting data the independent evaluator reasonably requests. If the independent evaluator determines that any costs warrant further review, it may provide the cost information including supporting data and documentation to Transmission Provider. In such case, Transmission Provider and Generator will follow the Dispute Resolution Procedures set forth in section

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12 of this Tariff. If the dispute is not resolved, Transmission Provider may file a

complaint or other appropriate request with the Commission requesting review of the costs and appropriate action if any.

- b. If Transmission Provider believes that any schedule submitted during an hour of displacement may be inaccurate or inflated, Transmission Provider may ask the independent evaluator to review the schedule, and may submit additional data to the independent evaluator to consider in its evaluation. In such case the independent evaluator may ask the Generator to provide relevant supporting data for the schedule, which Generator shall provide. The independent evaluator will provide to Transmission Provider its conclusion regarding the accuracy of the schedule. If the independent evaluator concludes that the schedule is inaccurate or inflated, it may provide to Transmission Provider the data provided by the Generator. In such case, Transmission Provider and Generator will follow the Dispute Resolution Procedures set forth in section 12 of this Tariff. If the dispute is not resolved, Transmission Provider may file a request or complaint with the Commission, together with the scheduling data, requesting investigation of the Generator's scheduling practices and appropriate action if any.
6. Transmission Provider shall establish in a business practice the communication protocols through which Transmission Provider will notify Generators when Transmission Provider implements this attachment.
 7. If a Generator is prevented from reducing generation below a certain level or deviating from a certain ramp rate, the Generator may submit a minimum generation level or a maximum ramp rate to Transmission Provider under Transmission Provider's minimum generation business practice. Transmission Provider will not direct a Generator to reduce generation below its minimum generation level, or at a ramp rate that exceeds the maximum ramp rate. If a Generator does not submit a minimum generation level or a maximum ramp rate, Transmission Provider may direct the Generator to reduce generation to zero. Generators may consider the following factors in establishing minimum generation levels and ramp rates:
 - i. Generation level required for self- or third-party supply of Ancillary Services such as operating reserves, regulating and load following reserves, or for supply of Ancillary Services to another Control Area;
 - ii. Generation levels needed for local reactive power support;
 - iii. Generation levels that can be achieved within 60 minutes or that allow return to normal operation within 60 minutes;
 - iv. Generation levels required for compliance with environmental laws and regulations;
 - v. Minimum stable and safe generation levels;
 - vi. Minimum fuel take obligations;
 - vii. Maximum 10-minute ramp rates;
 - viii. Maximum duration for reduced generation levels; and
 - ix. Generation levels and duration for testing requirements after generator maintenance.
 - x. Generation level needed to support plant operations associated with co-generation

facilities.

8. Transmission Provider will not charge or compensate the Generator for generator imbalance service under Transmission Provider's applicable generation imbalance rate schedules in any hour in which Transmission Provider directed the Generator to reduce generation below the amount of generation scheduled under this attachment.
9. Generator shall remain responsible for loss return and Operating Reserve obligations incurred for schedules submitted for hours in which Transmission Provider implements this attachment.
10. Transmission Provider shall post on its website an annual report stating the MWh of energy displaced and the cost of displacement pursuant to this attachment.