

BONNEVILLE POWER ADMINISTRATION

POINT-TO-POINT TRANSMISSION SERVICE TARIFF

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1 **POINT-TO-POINT TRANSMISSION SERVICE TARIFF**

2 **PREAMBLE**

3 The Bonneville Power Administration (Bonneville) will provide firm and nonfirm Point-
4 to-Point Transmission Service over the Federal Columbia River Transmission System pursuant
5 to the terms and conditions of this tariff (Tariff). The service that Bonneville
6 will provide under this Tariff is for the receipt of capacity and energy at designated Point(s) of
7 Interconnection and the transmission of such capacity and energy to
8 designated Point(s) of Delivery. As an alternative to receiving service from the
9 designated Point(s) of Interconnection to the Point(s) of Delivery, the Transmission Customer
10 may request Bonneville to provide transmission service on a nonfirm, capacity-available basis,
11 between Secondary Point(s) of Interconnection or Delivery in accordance with the provisions of
12 this Tariff. Separate rates will be charged for service over Bonneville’ s Integrated Network
13 and Bonneville’ s Southern and Eastern Interties.

14 **1.0 DEFINITIONS**

15 **1.1 Ancillary Services**

16 Ancillary Services are those services necessary to support the transmission of power
17 from resources to loads while maintaining reliable operation of the Federal Columbia River
18 Transmission System in accordance with Good Utility Practice.

19 **1.2 Application**

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

1 **1.3 Business Day**

2 The days Monday through Friday, excluding days observed as holidays by
3 Bonneville.

4 **1.4 Commission**

5 The Federal Energy Regulatory Commission.

6 **1.5 Completed Application**

7 An Application that satisfies all of the information and other requirements, including any
8 required Processing Fee, of this Tariff.

9 **1.6 Construction Agreement**

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

14 **1.7 Control Area**

15 A Control Area is the electrical (not necessarily geographical) area within which a
16 controlling utility operating under all North American Electric Reliability Council standards has
17 the responsibility to adjust its generation on an instantaneous basis to match internal load and
18 power flow across interchange boundaries to other Control Areas.

19 **1.8 Delivering Party**

20 The entity supplying the capacity and/or energy to be transmitted at Point(s) of
21 Interconnection.

1 **1.9 Designated Agent**

2 Any entity that performs actions or functions required under this Tariff on behalf of
3 Bonneville, an Eligible Customer, or the Transmission Customer

4 **1.10 Direct Assignment Facilities**

5 Facilities that have been or are constructed (or caused to be constructed) by Bonneville
6 for the sole use and benefit of facilitating a request for service by a particular Transmission
7 Customer under this Tariff, the costs of which may be directly assigned to the Transmission
8 Customer in accordance with applicable Commission policy. Direct Assignment Facilities shall
9 be specified in the Service Agreement that governs service to the Transmission Customer.

10 **1.11 Eligible Customer**

11 Any of the following: (a) Bonneville; (b) any electric utility, Federal power marketing
12 agency, or any other person generating electric energy for sale for resale;
13 (c) any Designated Agent which is able to meet the requirements of this Tariff; and
14 (d) if provided for separately by contract or policy, Bonneville’s direct service industrial
15 customers shall be considered Eligible Customers. Other than Bonneville’s direct service
16 industrial customers, Bonneville shall not be required to provide direct delivery to end-users
17 pursuant to other transactions for which the Commission is prohibited under Sections 212(g)
18 and (h) of the Federal Power Act from ordering the provision of transmission service.

19 **1.12 Facilities Study**

20 An engineering study conducted by Bonneville to determine the required
21 modifications to its Federal Columbia River Transmission System, including the
22 estimated cost and scheduled completion date for such modifications, that will be

1 required to provide a requested transmission service in accordance with the results of the
2 System Impact Study.

3 **1.13 Federal Columbia River Transmission System**

4 The Federal government's transmission facilities under Bonneville's control;
5 and any other transmission capacity which Bonneville has a right to use by contract or lease.

6 **1.14 Firm Transmission Service**

7 Long-Term Firm Transmission Service and Short-Term Firm Transmission
8 Service over the Federal Columbia River Transmission System under this Tariff that is reserved
9 and/or scheduled on a firm basis and that is of the same priority as that of Bonneville's firm use.

10 **1.15 Good Utility Practice**

11 Any of the practices, methods and acts engaged in or approved by a significant portion
12 of the electric utility industry in the Western System Coordinating Council's (WSCC) area
13 during the relevant time period, or any of the practices, methods and acts which, in the exercise
14 of reasonable judgment in light of the facts known at the time the decision was made, could have
15 been expected to accomplish the desired result at the lowest reasonable cost consistent with
16 good business practices, reliability, safety and expedition. Good Utility Practice is not intended
17 to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to
18 be a range of acceptable practices, methods, or acts generally accepted in the region and
19 consistently adhered to by Bonneville.

20 **1.16 Hourly Nonfirm Transmission Services**

1 Nonfirm Transmission service over the Federal Columbia River Transmission System
2 under this Tariff that is scheduled for a Preschedule Period on an hourly basis and that is of the
3 same priority as that of Bonneville's nonfirm use of the FCRTS.

4 **1.17 Long-Term Firm Transmission Service**

5 Firm Point-to-Point Transmission Service over the Federal Columbia River
6 Transmission System under this Tariff that is reserved and/or scheduled for a term of one (1)
7 year or more and that is of the same priority as that of Bonneville's firm use of the Federal
8 Columbia River Transmission System.

9 **1.18 Network Customers**

10 Entities receiving transmission service pursuant to the terms of Bonneville's Network
11 Integration Service Tariff.

12 **1.19 Network Upgrades**

13 Modifications and/or additions to transmission-related facilities that are integrated with
14 and support Bonneville's Federal Columbia River Transmission System to satisfy, at
15 least in part, an Application as well as provide for the general benefit of users of such Federal
16 Columbia River Transmission System.

17 **1.20 Nonfirm Transmission Service**

18 Short-Term Nonfirm and Hourly Nonfirm Transmission Service over Bonneville's
19 Federal Columbia River Transmission System under this Tariff that is scheduled on an as
20 available basis and is subject to interruption. Nonfirm Transmission Service is also available in
21 conjunction with reservations of Firm Transmission Service
22 for any term subject to the conditions set forth in Section 14.1 under this Tariff.

1 **1.21 Parties**

2 Bonneville and the Transmission Customer receiving service under this Tariff.

3 **1.22 Point(s) of Delivery**

4 Point(s) on Bonneville's Federal Columbia River Transmission System or transfer points
5 on other utility systems where capacity and/or energy transmitted by Bonneville
6 will be made available to the Receiving Party. The Point(s) of Delivery shall be specified in the
7 Service Agreement.

8 **1.23 Point(s) of Interconnection**

9 Point(s) on Bonneville's Federal Columbia River Transmission System where capacity
10 and/or energy will be made available to Bonneville by the Delivering Party. For the purpose of
11 this Tariff, the term Point of Interconnection has the same meaning as the terms Point of
12 Interconnection and Point of Integration as defined in the General Rate Schedule Provisions.
13 The Point(s) of Interconnection shall be specified in the Service Agreement.

14 **1.24 Point-to-Point Transmission Service**

15 The reservation and/or transmission of power on either a firm basis and/or
16 nonfirm basis from the Point(s) of Interconnection to the Point(s) of Delivery under this Tariff,
17 including any Ancillary Services that are provided by Bonneville in conjunction with such
18 service.

19 **1.25 Preschedule Period**

20 The Preschedule Period is the next day through the following Business Day.

21 **1.26 Receiving Party**

1 The entity receiving the capacity and/or energy transmitted by Bonneville to Point(s) of
2 Delivery.

3 **1.27 Regional Transmission Association**

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

7 **1.28 Reservation Fee**

8 A fee paid by a Transmission Customer to preserve its priority to service with respect
9 to other Applicants if service to the Transmission Customer is to be deferred in time.

10 **1.29 Service Agreement**

11 The initial agreement and any amendments thereto entered into by the Transmission
12 Customer and Bonneville for service under this Tariff.

13 **1.30 Service Commencement Date**

14 The date Bonneville begins to provide service pursuant to the terms of an
15 executed Service Agreement, or the date Bonneville begins to provide service in accordance
16 with the provisions of section 4.3 of this Tariff.

17 **1.31 Short-Term Firm Transmission Service**

18 Point-to-Point Transmission Service over the Federal Columbia River Transmission
19 System under this Tariff that is reserved and/or scheduled for a minimum duration of one (1)
20 calendar day up to one (1) year and that is of the same priority as that of Bonneville's firm use of
21 the Federal Columbia River Transmission System.

22 **1.32 Short-Term Nonfirm Transmission Service**

1 Nonfirm Point-to-Point Transmission Service over the Federal Columbia River
2 Transmission System under this Tariff that is reserved and/or scheduled daily, weekly, or
3 monthly for renewable terms of not more than 30 days each and that is of the same priority as
4 that of Bonneville's Nonfirm use of the Federal Columbia River Transmission System.

5 **1.33 System Impact Study**

6 An assessment by Bonneville of (a) the adequacy of the Federal Columbia River
7 Transmission System to accommodate a request for Firm Transmission Service pursuant to the
8 terms of this Tariff and/or (b) any costs (e.g., system redispatch, Direct Assignment Facilities or
9 Network Upgrades) that would be incurred to accommodate a request for Firm Transmission
10 Service pursuant to the terms of this Tariff based on information then available to Bonneville.

11 **1.34 Transmission Customer**

12 Any Eligible Customer that executes a Service Agreement and/or receives transmission
13 service under this Tariff including without limitations Bonneville.

14 **1.35 Transmission Demand**

15 The maximum amount of capacity and/or energy that Bonneville agrees to
16 transmit for the Transmission Customer over Bonneville's Federal Columbia River Transmission
17 System between the Point(s) of Interconnection and the Point(s) of
18 Delivery. Transmission Demand shall be expressed in terms of whole megawatts on
19 a sixty (60) minute interval (commencing on the clock hour) basis.

20 **1.36 Transmission Service**

1 Point-to-Point Transmission Service over Bonneville's Federal Columbia River
2 Transmission System provided under this Tariff. Transmission service will be provided on a firm
3 and/or nonfirm basis.

4 **1.37 Valid Request**

5 A Completed Application that satisfies on an ongoing basis all of the requirements of the
6 Tariff.

7 **2.0 NATURE OF FIRM TRANSMISSION SERVICE**

8 **2.1 Term**

9 The minimum term of Firm Transmission Service shall be one calendar day, and the
10 maximum term shall be specified in the Service Agreement consistent with FERC principles
11 generally applicable to Point-to-Point Transmission Service Tariffs.

12 **2.2 Service Priority**

13 Firm Transmission Service will be available on a first come, first served basis (i.e., in the
14 chronological sequence in which each Applicant has requested service). An Application for
15 Firm Transmission Service will have priority to available transmission capacity over an
16 Application for Nonfirm Transmission Service under this Tariff. Firm Transmission Service will
17 always have priority over Nonfirm Transmission Service under this Tariff. All requests for Firm
18 Transmission Service under the Network Integration and Point-to-Point Transmission Service
19 Tariffs will, among such requests, have equal access to available transmission capacity as
20 determined in Section 4.2 below. Customers with existing Integration of Resources, Formula
21 Power Transmission or Bonneville Sales agreement(s) for firm service over the Integrated
22 Network will be deemed to have a continuing allocation of transmission capacity for such

1 contracts beyond the term of such agreements for the amounts of transmission capacity, points
2 of delivery, and points of interconnection stated in such agreements unless the customer fails to
3 provide Bonneville a minimum one (1) year notice of intent to convert service to this Tariff or the
4 Network Integration Tariff prior to the termination of such agreement.

5 **2.3 Use of Firm Transmission Service by Bonneville**

6 Bonneville will take service under this Tariff or the Network Integration Service Tariff
7 when providing itself firm transmission service for sale to and purchases for customers. With
8 respect to any such transactions made pursuant to an agreement that is
9 in effect on the date this Tariff becomes effective, Bonneville will be subject to the same
10 procedures governing scheduling and curtailment as are applicable to any Firm Transmission
11 Service provided under this Tariff unless otherwise required under the terms of such agreement.
12 Bonneville will establish and maintain separate accounts for its use of this Tariff.

13 **2.4 Service Agreements**

14 Bonneville shall offer a standard form Service Agreement to an Eligible Customer when
15 it submits a Completed Application for Firm Transmission Service pursuant to this Tariff and all
16 other requirements of this Tariff are satisfied.

17 **2.5 Transmission Customer Obligations for Facility Additions or Redispatch**

18 **Costs**

19 In cases where Bonneville determines that existing capacity on the Federal Columbia
20 River Transmission System is not adequate to provide requested Firm Transmission Service
21 without: (a) degrading or impairing the reliability of service to Network Customers and other
22 Firm Transmission Customers under this Tariff; or (b) interfering with Bonneville's ability to meet

1 firm contractual commitments to others in effect prior to the effective date of this Tariff, the
2 obligation to provide Firm
3 Transmission Service upon expansion or upgrading of the Federal Columbia River Transmission
4 System pursuant to the terms of Section 4.4 of this Tariff shall be subject to the Transmission
5 Customer agreeing to compensate Bonneville for transmission facility additions pursuant to the
6 terms of Section 18 of this Tariff. To the extent Bonneville can relieve such system constraint
7 more economically by redispatching its system than through constructing Network Upgrades, it
8 shall do so, provided that the Eligible Customer agrees to compensate Bonneville pursuant to
9 the terms of Section 18 of this Tariff.

10 **2.6 Curtailment of Service**

11 In the event that a curtailment on Bonneville's Federal Columbia River Transmission
12 System, or a portion thereof, is required to maintain reliable operation of such system,
13 curtailment of firm transmission service will be allocated on a pro rata basis among Bonneville
14 and its firm transmission customers when such pro rata
15 curtailments can be reasonably accommodated consistent with Good Utility Practice.
16 Bonneville will notify all affected Transmission Customers in a timely manner of any scheduled
17 interruption (e.g., scheduled maintenance). When Bonneville determines that an electrical
18 emergency exists on its Federal Columbia River Transmission System and implements
19 emergency procedures to curtail firm transmission service, the Transmission Customer shall
20 make the required reductions upon request of Bonneville. However, Bonneville reserves the
21 right to interrupt, in whole or in part, firm Transmission Service provided under this Tariff when,

1 in Bonneville's sole discretion, an emergency or other unforeseen condition impairs or degrades
2 the reliability of its Federal Columbia River Transmission System.

3 **2.7 Classification of Firm Transmission Service**

4 (a) Firm Transmission Service under this Tariff shall be Point-to-Point Transmission
5 Service, although the Transmission Customer may: (1) change its Interconnection and Delivery
6 Points to obtain service on a nonfirm basis consistent with the terms of Section 14.1 of this
7 Tariff; or (2) request a modification to the Points of Interconnection and/or Delivery on a firm
8 basis pursuant to the terms of Section 14.2 of this Tariff.

9 (b) A Transmission Customer may purchase Firm Transmission Service to make
10 sales of power from, or to integrate load with, multiple generating units that are interconnected
11 with the Federal Columbia River Transmission System. For such a purchase of Transmission
12 Service, the resources will have multiple Points of Interconnection. The Transmission Customer
13 will be required to provide to Bonneville the information identified in Section 9.2 of this Tariff.

14 (c) Bonneville shall provide firm deliveries of power from the Point(s) of
15 Interconnection to the Point(s) of Delivery. Each Point of Interconnection at which firm
16 transmission capacity is reserved by the Transmission Customer shall be set forth in the Service
17 Agreement along with a corresponding Transmission Demand associated with each Point of
18 Interconnection. Each Point of Delivery at which firm transmission capacity is reserved by the
19 Transmission Customer shall be set forth in the Service Agreement along with a corresponding
20 Transmission Demand associated with each Point of Delivery. For Long-Term Firm
21 Transmission Service, Transmission Demand shall be an annual amount, except for the first year
22 of a new Service Agreement under this Tariff. For Short-Term Firm Transmission Service less

1 than (1) year but equal to or more than one (1) month, Transmission Demand shall be a monthly
2 amount. Transmission Demand may be increased annually in accordance with section 9.
3 Transmission Demand may be reduced in accordance with Section 9.9. The greater of either:
4 (1) the sum of the Transmission Demands at the Points(s) of Interconnection; or (2) the sum of
5 the Transmission Demands at the Points(s) of Delivery shall be the Transmission Customer's
6 Transmission Demand; however, Transmission Demand at Points of Interconnection shall not be
7 used in this calculation for generating units which are located within BPA's Control Area and
8 are subject to redispatch by BPA. The Transmission Customer will be billed for its
9 Transmission Demand under the terms of the PTP-96 Rate Schedule and any applicable intertie
10 rate schedules or their successors. The Transmission Customer may not exceed its firm
11 Transmission Demand at each Point of Interconnection and each Point of Delivery. Bonneville
12 shall specify the rate treatment and all related terms and conditions applicable in the event that a
13 Transmission Customer exceeds its Firm Transmission Demand at any Point of Interconnection
14 and Point of Delivery.

15 (d) Schedules for the Transmission Customer's Firm Transmission Service must be
16 submitted to Bonneville during normal business hours no later than
17 10:00 a.m. of the Business Day prior to commencement of service or as mutually agreed by
18 Bonneville and the Transmission Customer. Schedules submitted after 10:00 a.m. will be
19 accommodated, if practicable. Schedules of any power and energy that is to be delivered must
20 be stated in increments of 1,000 kilowatt (kW) per hour. A Transmission Customer with
21 multiple requests for Transmission Service at a Point of Interconnection, each of which is under
22 1,000 kW per hour, shall consolidate its service requests at the Point of Interconnection into

1 units of 1,000 kW per hour for scheduling and billing purposes. Scheduling changes of all
2 Transmission Customers will be permitted up to twenty (20) minutes before the start of the next
3 clock hour where both the Delivering and Receiving Party also agree to the schedule
4 modification. If Bonneville initiates the change, Bonneville will furnish to dispatchers on the
5 systems of the Delivering and Receiving Party either the hourly schedule changes or the total to
6 be changed. Should the Transmission Customer, Delivering Party or Receiving Party revise or
7 terminate any schedule pursuant to its contract authority to do so, such party shall immediately
8 notify Bonneville, and Bonneville shall have the right to adjust accordingly the schedule for
9 capacity and energy to be received and to be delivered. These scheduling provisions shall not
10 apply to any transmission service which is telemetered directly to Bonneville.

11 **2.8 Conversion of Existing Agreements**

12 Transmission Customers with existing Integration of Resources (IR) or Formula Power
13 Transmission (FPT) agreements who wish to convert those agreements into a Service
14 Agreement under this Tariff may do so subject to Section 4.5 and Section 9. A customer who
15 converts from IR or FPT service to PTP service must, unless otherwise agreed, maintain the
16 level of its Contract Demands existing on the date of conversion to the earlier of (i) when it
17 would have had a right to reduce such demands under its IR or FPT contract or (ii) October 1,
18 2001.

19 **3.0 NATURE OF NONFIRM TRANSMISSION SERVICE**

20 **3.1 Term**

21 Hourly Nonfirm Transmission Service will be available through the Preschedule Period.
22 A Transmission Customer purchasing Short-Term Nonfirm Transmission Service may reserve

1 Nonfirm Transmission Service for time periods up to six (6) months, subject to the requirements
2 of Section 10.1 of this Tariff.

3 **3.2 Service Priority**

4 (a) Nonfirm Transmission Service shall be available on a first-come, first-served basis
5 (i.e., in the chronological sequence in which Bonneville has received the Applications) within the
6 two service categories of (1) Short-Term Nonfirm Transmission Service; and (2) all other
7 nonfirm transmission service including Hourly Nonfirm Transmission Service and secondary
8 Nonfirm transmission service under this Tariff and Network Integration Nonfirm Service. In
9 determining the level of capacity available for Nonfirm Transmission Service requests,
10 Bonneville may exclude from capacity to be made available that capacity needed to reliably
11 meet (1) current loads of its Network Integration Service Customers; (2) its obligations to
12 existing Firm Transmission Customers under this Tariff; (3) contractual commitments for firm
13 wholesale purchases, exchanges, deliveries and sales which were in effect prior to the effective
14 date of this Tariff, and (4) its other existing contractual commitments for firm transmission
15 service which were in effect prior to the effective date of this Tariff. Firm Transmission Service
16 shall have priority over Nonfirm Transmission Service and Short-Term Nonfirm Transmission
17 Service shall have priority over all other nonfirm transmission service.

18 (b) Parties requesting Nonfirm Transmission Service for the transmission of firm power
19 do so at their own risk and with the full realization that such Nonfirm Transmission Service is
20 subject to interruption under the terms of this Tariff.

21 **3.3 Use of Nonfirm Transmission Service by Bonneville**

1 Bonneville will be subject to the rates, terms and conditions of service under this Tariff
2 when Bonneville provides itself Nonfirm Transmission Service in making any wholesale sale
3 pursuant to a contract entered into following the effective date of this Tariff. With respect to any
4 nonfirm wholesale sale made pursuant to a coordination agreement existing on the effective date
5 of this Tariff, Bonneville will be subject to the same procedures governing scheduling and
6 curtailment as are applicable to any Nonfirm Transmission Service requested and provided
7 under this Tariff. Bonneville also will establish and maintain separate accounts for its use of the
8 Tariff.

9 **3.4 Service Agreements**

10 Bonneville shall offer a standard form Service Agreement to an Eligible Customer when
11 it submits a Completed Application for Nonfirm Transmission Service pursuant to this Tariff and
12 all other requirements of this Tariff are satisfied.

13 **3.5 Classifications of Nonfirm Transmission Service**

14 Nonfirm Transmission Service under this Tariff shall be Point-to-Point Transmission
15 Service. Nonfirm Transmission Service shall include Short-Term and Hourly Nonfirm
16 Transmission Service.

17 **3.6 Scheduling of Nonfirm Transmission**

18 Schedules for the Transmission Customer's Short-Term Non-Firm Transmission
19 Service must be submitted to Bonneville during normal business hours no later than 10:00 a.m.
20 of the Business Day prior to commencement of service or as mutually agreed by Bonneville and
21 the Transmission Customer. Schedules submitted after 10:00 a.m. will be accommodated, if
22 practicable. Schedules of Hourly Nonfirm Transmission Services will be accepted after 10:00

1 a.m. and up to 2:00 p.m. of the Business Day prior to commencement of service. Schedules
2 submitted after 2:00 p.m. will be accepted if practicable. Schedules must be stated in
3 increments of 1,000 kilowatt (kW) per hour. A Transmission Customer with multiple requests
4 for Transmission Service at a Point of Interconnection, each of which is under 1,000 kW per
5 hour, may consolidate its service requests at the Point of Interconnection into units of 1,000 kW
6 per hour for scheduling and billing purposes. Scheduling changes for energy transactions will be
7 permitted up to twenty (20) minutes before the start of the next clock hour provided sufficient
8 transmission capacity exists to accommodate such change where both the Delivering Party and
9 the Receiving Party also agree to the schedule modification. Scheduling for Hourly Nonfirm
10 Transmission Service during any clock hour will be permitted up to twenty (20) minutes before
11 such hour and may be allowed, if practicable, up to ten (10) minutes before the clock hour.
12 Bonneville will furnish to dispatchers on the system of the Delivering Party hour-to-hour
13 schedules equal to those furnished by the Receiving Party and shall deliver power and energy at
14 the Point(s) of Delivery in an amount provided by such schedules. Should the Transmission
15 Customer, Delivering Party or Receiving Party revise or terminate any schedule pursuant to its
16 contract authority to do so, such party shall immediately notify Bonneville, and Bonneville shall
17 have the right to adjust accordingly the schedule for capacity and energy to be received and to
18 be delivered. All Short-Term Nonfirm Transmission reserved but not scheduled will be offered
19 for sale by Bonneville.

20 **3.7 Curtailment of Service**

21 (a) Bonneville reserves the right to interrupt, in whole or in part, Nonfirm
22 Transmission Service provided under this Tariff for emergencies or when other

1 unforeseen conditions impair or degrade the reliability of its Federal Columbia River
2 Transmission System, when necessary to provide reliable service to Network Customers, Firm
3 Transmission Customers under this Tariff and/or when necessary to meet the needs of other firm
4 power and transmission customers associated with agreements in effect
5 prior to the effective date of this Tariff.

6 (b) Nonfirm Transmission Service shall be curtailed before Firm
7 Transmission Service.

8 (c) Within Nonfirm Transmission Service, curtailment will occur in the
9 following order:

10 (i) Hourly Nonfirm Transmission Service.

11 (ii) Short-Term Nonfirm Transmission Service beginning with Daily, then
12 Weekly and finally Monthly.

13 (iii) Nonfirm Transmission Service associated with the Network
14 Integration Transmission Tariff last.

15 All curtailments of nonfirm uses will be made on a nondiscriminatory basis including Bonneville's
16 own use of the Federal Columbia River Transmission System. Bonneville
17 will provide advanced notice of curtailments for all non-emergency related curtailments
18 no later than the start of any hour during which such curtailment is anticipated to occur and in the
19 case of emergency curtailments, where such notice can be provided consistent with Good Utility
20 Practice, as soon as practicable. In addition, Bonneville undertakes no obligation under this
21 Tariff to plan its Transmission System so as to have sufficient capacity for Nonfirm Transmission
22 Service.

1 **4.0 SERVICE AVAILABILITY**

2 **4.1 General Conditions**

3 Subject to the terms and conditions of this Tariff, Bonneville will provide Firm and
4 Nonfirm Transmission Services over Bonneville's Federal Columbia River Transmission System
5 (excepting capacity which is contracted for or leased and over which the owner is unwilling and
6 is not required to allow such transmission services) to any Transmission Customer that has met
7 the requirements of Section 7.0 of this Tariff. Nothing in this Tariff relieves or otherwise
8 modifies the obligation of a Transmission Customer or Bonneville from performing its obligations
9 under previously negotiated contractual commitments and agreements.

10 **4.2 Determination of Capacity Availability**

11 (a) Bonneville will respond to a Firm Transmission Service request by performing
12 studies, when necessary, that assess whether sufficient transmission capacity is available. The
13 amount of transmission capacity available will be computed on a point-to-point basis in the
14 direction of the requested service. In determining the level of capacity available for new
15 Transmission Service requests, Bonneville may exclude from capacity to be made available for
16 new Transmission Service requests that capacity needed to reliably meet
17 (1) current and reasonably forecasted loads of its Network Integration Service Customers; (2)
18 Firm Transmission service obligations under this Tariff; (3) its contractual commitments for firm
19 wholesale purchases, exchanges, deliveries and sales which were in effect prior to the effective
20 date of this Tariff; (4) its contractual commitments for firm transmission service in effect prior to
21 the effective date of this Tariff; and (5) other requests for firm service previously received.

1 (b) Nothing herein is intended to waive any rights Bonneville may have to assess and
2 collect opportunity costs for historic uses of its Federal Columbia River Transmission System
3 for coordination transactions consistent with Commission policy.

4 (c) The methodology and the data used to develop the available transmission capacity
5 must be consistent with the information submitted in the FERC Form No. 715, Annual
6 Transmission Planning and Evaluation Report. A description of Bonneville's specific
7 methodology for assessing capacity availability is contained in Appendix A, which is attached to
8 and is part of this Tariff.

9 **4.3 Initiating Service in the Absence of An Executed Service Agreement**

10 If Bonneville and the Transmission Customer requesting Firm or Nonfirm Transmission
11 Service pursuant to this Tariff cannot agree on all the terms and conditions of the Service
12 Agreement, Bonneville shall offer a Service Agreement containing terms and conditions it deems
13 appropriate for such requested Transmission Service. Upon written notification by the
14 Transmission Customer to initiate service pursuant to the offered Service Agreement pending
15 the outcome of the dispute resolution process, Bonneville shall commence providing
16 Transmission Service subject to the Transmission Customer agreeing to: (a) compensate
17 Bonneville at whatever Bonneville rate the dispute resolution procedures determine for Point to
18 Point Transmission Service under this tariff; and (b) comply with the terms of this Tariff.

19 **4.4 Obligation to Expand or Modify Facilities**

20 If Bonneville determines that it cannot accommodate a Valid Request for Firm
21 Transmission Service because of constraints on its Federal Columbia River Transmission

1 System, Bonneville will use due diligence to either redispatch its system or to add or modify the
2 necessary facilities required to provide the requested Firm Transmission Service, provided the
3 Transmission Customer agrees to compensate Bonneville for such costs pursuant to the terms of
4 Section 17 or 18 of this Tariff. Bonneville will conform to Good Utility Practice in determining
5 the need for new facilities and in the design and construction of such facilities and will charge for
6 such facilities in accordance with the provisions of Section 17 or 18 of this Tariff.

7 **4.5 Other Transmission Service Schedules**

8 Eligible Customers receiving service under transmission contracts in effect on the
9 effective date of this Tariff may continue to receive service under those contracts. Such
10 customers may also convert such transmission contracts to service under this Tariff, if they fulfill
11 all other obligations under the terms and conditions of their currently effective contracts, service
12 agreements, or rate schedules with Bonneville and meet the conditions in sections 2.8 and 9.

13 **5.0 REAL TIME INFORMATION NETWORK REQUIREMENTS**

14 Bonneville will comply with the terms and conditions regarding Real Time Information
15 Networks or other electronic bulletin boards which will be set forth in the Commission's final
16 decision in Docket No. RM-95-9-000 (Real Time Information Networks).

17 **6.0 STANDARDS OF CONDUCT**

18 In implementing the provisions of this Tariff, the Parties shall comply with the following
19 standards of conduct:

1 **6.1 Standard of Nondiscrimination**

2 In performing its obligations under this Tariff, Bonneville shall apply the Tariff's
3 provisions in a nondiscriminatory manner to all users, including Bonneville's use of this Tariff.

4 **6.2 Communications With Eligible Customers**

5 Bonneville shall use all reasonable efforts to communicate promptly with all Eligible
6 Customers to resolve any questions regarding their requests for service and in a
7 nondiscriminatory manner.

8 **6.3 Standard of Due Diligence**

9 Where Bonneville or the Transmission Customer is required to complete activities or to
10 negotiate agreements as a condition of service under this Tariff, each Party shall use due
11 diligence to complete these actions within a reasonable time.

12 **6.4 Dispute Resolution Procedures**

13 If any Transmission Customer has a dispute or complaint that relates to the conduct of
14 Bonneville under this Tariff, the customer may use the dispute resolution procedures provided in
15 Section 24.

16 **7.0 CONDITIONS REQUIRED OF TRANSMISSION CUSTOMERS**

17 Transmission Service shall be provided by Bonneville under this Tariff only if the
18 following conditions are satisfied by the Transmission Customer.

1 **7.1 Service Agreement and Creditworthiness**

2 The Transmission Customer has executed a Service Agreement or is receiving service
3 pursuant to Section 4.3 of this Tariff, and meets the creditworthiness criteria set forth in Section
4 23 of this Tariff.

5 **7.2 Other Transmission Services and Facility Payment**

6 The Transmission Customer will have final arrangements in place for any other
7 transmission service necessary to effect the delivery from the generating source to the ultimate
8 load prior to the time service under this Tariff commences. Furthermore, where facilities are
9 constructed by Bonneville, the Transmission Customer agrees to pay for any facilities
10 constructed and chargeable to such Transmission Customer under this Tariff, whether or not the
11 Transmission Customer takes service for the full term of its reservation.

12 **7.3 Comparable Service**

13 The Transmission Customer receiving transmission service under this Tariff agrees to
14 provide, if requested by Bonneville, comparable service to Bonneville on similar terms and
15 conditions over transmission facilities owned or controlled, or which will be owned or controlled
16 by the Transmission Customer and its affiliates. A Transmission Customer that has on file with
17 the Commission transmission tariffs of general applicability that meet the Commission's
18 comparability of service standard shall be deemed to meet this reciprocity requirement. If a
19 Transmission Customer and its affiliates do not own or control transmission facilities, then
20 Bonneville may require the Transmission Customer to designate the other party to the
21 transaction as the provider of reciprocal service for purposes of this section if it owns or

1 controls transmission facilities unless the other party is subject to section 211 of the Federal
2 Power Act or is a member of a FERC-approved Regional Transmission Association.

3 **7.4 System Operation and Interconnection Requirements**

4 Any Transmission Customer interconnected to Bonneville pursuant to an existing
5 interconnection agreement shall interconnect and operate transmission and generation facilities in
6 accordance with its interconnection agreement. A Transmission Customer which owns or
7 operates transmission or generation facilities and desires to interconnect with Bonneville shall
8 interconnect and operate such facilities in accordance with an interconnection agreement(s).

9 The Transmission Customer must designate a load control area for its loads and for its
10 resources. For loads and resources in Bonneville's control area, the Transmission Customer
11 shall be responsible for arranging for all Ancillary Services and any other control area
12 requirements needed to support each transaction under this tariff. These Ancillary Services and
13 control area requirements can be provided by (i) the Transmission Customer, (ii) Bonneville, or
14 (iii) a third entity; and provided in a manner consistent with Good Utility Practice.

15 **7.5 Parallel Path**

16 The Transmission Customer's use of the Federal Columbia River Transmission System
17 when a parallel path issue is raised will be based on an analysis of the ratings of the affected
18 transmission facilities of the Transmission Customer, Bonneville, and any third party; the actual
19 power flows over those facilities; and each party's obligations across the facilities. This will
20 apply to both existing and planned facilities. Ratings and usage of facilities will be determined
21 based on applicable regional guidelines, such as the guidelines of the Northwest Regional

1 Transmission Association; the Western Systems Coordinating Council (WSCC) Reliability
2 Criteria; the WSCC Procedures for Regional Planning, Project Review, and Rating
3 Transmission Facilities; and the Northwest Power Pool Operating Manual. Power scheduled or
4 deemed to flow over the transmission facilities of the Transmission Customer, Bonneville, and
5 any applicable third party shall not exceed the ratings of those facilities.

6 **8.0 ANCILLARY SERVICES**

7 Ancillary Services include all services necessary to support the transmission of electric
8 power from resources to load while maintaining reliable operation of the Federal Columbia
9 River Transmission System. A Transmission Customer may purchase the Ancillary Services
10 from Bonneville or from another supplier where the purchase is consistent with Good Utility
11 Practice and is technically feasible. To the extent that Bonneville provides itself with any
12 Ancillary Services, or Bonneville is capable of providing itself with any Ancillary Services,
13 Bonneville will be required to offer to the Transmission Customer similar Ancillary Services
14 pursuant to Good Utility Practice. The Ancillary Services available from Bonneville are
15 described in Appendix E. Prices and/or compensation methods are described in Bonneville's
16 APS Rate Schedule. The charge for the Transmission Customer's reactive power requirements
17 shall be pursuant to the applicable rate and the General Rate Schedule Provisions.

18 **8.1 Scheduling and Dispatch Service**

19 The service is described in Appendix E, Schedule 1.

20 **8.2 Control Area Reserves for Resources Service**

21 The service is described in Appendix E, Schedule 2.

1 **8.3 Control Area Reserves for Interruptible Purchases Service.**

2 The service is described in Appendix E, Schedule 3.

3 **8.4 Load Regulation Service**

4 The service is described in Appendix E, Schedule 4.

5 **8.5 Transmission Losses**

6 The service is described in Appendix E, Schedule 5.

7 **8.6 Energy Imbalance**

8 The service is described in Appendix E, Schedule 6.

9 **9. PROCEDURES FOR ARRANGING FIRM SERVICE**

10 **9.1 Application**

11 (a) A request for Long-Term Firm Transmission Service under this Tariff must
12 contain a written Application to: Bonneville Power Administration, Attention: Manager,
13 Transmission Business, P.O. Box 3621; Portland, Oregon 97208-3621 or by telefax (Telefax
14 No. , at least sixty (60) days prior to commencement of service. Bonneville will
15 consider requests for such firm service on shorter notice when feasible.

16 (b) Requests for Short-Term Firm Transmission Service for periods of 1 month or
17 more shall be submitted at least thirty (30) days and no earlier than sixty (60) days prior to
18 commencement of service. Requests may be submitted in writing to Bonneville Power
19 Administration; P.O. Box 491; Vancouver, Washington, 98666-0491 or by: (a) entering the
20 information listed below directly on Bonneville's Real Time Information Network when such
21 network is able to receive and process such information; (b) transmitting the required information

1 to Bonneville by telefax (Telefax No. _____); or (c) providing the information by
2 telephone over Bonneville's time recorded telephone line. Each of these methods will provide a
3 time-stamped record for establishing the priority of the Application.

4 (c) Requests for Short-Term Firm Transmission Service for periods less than
5 1 month must be submitted to Bonneville as an Application pursuant to notification procedures
6 in (b) above. Requests for Short-Term Firm weekly service shall be submitted no earlier than
7 14 days and no later than noon 2 Business Days before the normal preschedule day; and
8 requests for Short-Term Firm daily service shall be submitted no earlier than 7 days and no later
9 than noon 2 Business Days before the normal preschedule day.

10 **9.2 Completed Application**

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

13 (a) The identity, address, telefax number and telephone number of the entity
14 requesting service and of the Applicant's designated contact person.

15 (b) A statement that the entity requesting service is, or will be upon commencement
16 of service, an Eligible Customer under this Tariff.

17 (c) The location of the Point(s) of Interconnection and Point(s) of Delivery and the
18 identities of the Delivering Parties and the Receiving Parties.

1 (d) The identity of the Control Area from which the capacity and energy is to be
2 delivered to Bonneville at the Points of Interconnection and the identity of the Control Area to
3 which the capacity and energy is to be delivered by Bonneville at the Points of Delivery.

4 (e) An estimate of the capacity and energy expected to be delivered to the
5 Receiving Party.

6 (f) The Service Commencement Date and the term of the requested Transmission
7 Service.

8 (g) The transmission capacity requirement for each Point of Interconnection
9 (1,000 kW minimum) and each Point of Delivery (1,000 kW minimum) on Bonneville's Federal
10 Columbia River Transmission System. A customer may combine its requests for service in
11 order to satisfy the minimum transmission capacity requirement.

12 **9.3 Processing Fee**

13 An Application for Firm Transmission Service of one year duration or longer also shall
14 include a non-refundable processing fee of \$2500. Such fee shall be applicable to all
15 Transmission Customers. The fee is intended to cover expenses incurred by Bonneville to
16 process a Completed Application pursuant to sections 9.1, 9.2, 9.4, 9.5, 9.6, and 9.7. This fee
17 does not apply to costs to complete System Impact Studies or Facility Studies, or to add new
18 facilities pursuant to sections 11.2, 11.7, and 11.10

19 **9.4 Notice of Deficient Application**

20 If an Application fails to meet the requirements of this Tariff, Bonneville shall notify the
21 entity requesting service within ten (10) days of receipt of the reasons for such failure.

1 Bonneville will attempt to remedy minor deficiencies in the Application through informal
2 communications with the Transmission Customer. If such efforts are unsuccessful, Bonneville
3 shall return the Application. Upon receipt of a new or revised Application that fully complies
4 with the requirements of this Tariff, the Transmission Customer shall be assigned a new priority
5 consistent with the date of the new or revised Application.

6 **9.5 Mutually Exclusive Application for Same Service.**

7 In order to determine whether Applications for Point-to-Point Transmission Service
8 hereunder are duplicative or mutually exclusive of Applications filed by other parties, Bonneville
9 may request further information including, by way of illustration, a statement as to whether the
10 Application is being made in response to a competitive solicitation. If certain requests give
11 Bonneville a reasonable basis to believe that such requests are mutually exclusive, Bonneville
12 may ask the party making such a request to identify the ultimate purchaser of power and, if
13 appropriate under the circumstances, Bonneville may contact the ultimate purchaser to
14 determine whether the Applications are mutually exclusive. If Bonneville confirms that particular
15 Applications hereunder are mutually exclusive (e.g., the ultimate purchaser will buy from one but
16 not all of the Eligible Customers who have submitted Applications,) Bonneville reserves the right
17 to process all such Applications as though they were a single Application.

18 **9.6 Response to Valid Requests**

19 (a) Following receipt of a Completed Application for Firm Transmission Service,
20 Bonneville shall make a determination of capacity availability as required in Section 11 of this
21 Tariff. Bonneville shall notify the Transmission Customer in writing either (a) that it will be able
22 to provide service under this Tariff without performing a System Impact Study, subject to the

1 requirements of the National Environmental Policy Act (NEPA) and other applicable
2 environmental laws; or (b) that a System Impact Study is needed to evaluate the impact of the
3 Application. Bonneville will provide such response as soon as practicable, but no later than (1)
4 sixty (60) days after the date of Bonneville's receipt of a Completed Application for Long-Term
5 Transmission Service over constrained transmission paths as identified in WSCC Path rating
6 Catalog (FERC 715), and (2) thirty (30) days for all other requests for Long-Term Firm
7 Transmission Service.

8 (b) For Short-Term Firm requests from one (1) month up to one (1) year,
9 Bonneville shall make a determination within fifteen (15) days of such request; for requests for
10 weekly or daily service, Bonneville shall respond within 4 hours.

11 **9.7 Tendering of Service Agreement**

12 Whenever Bonneville determines that a System Impact Study is not required and that
13 the service can be provided, it shall tender a Service Agreement within (i) sixty (60) days of
14 receipt of the Completed Application for Long-Term Firm Transmission Service; (ii) thirty (30)
15 days of the receipt of a Completed Application for Short-Term Transmission Service for period
16 of one (1) month or more; (iii) fifteen (15) days of receipt of a Completed Application for
17 weekly Short-Term Firm Transmission Service; and (iv) two (2) Business Days from receipt of
18 a Completed Agreement for daily Short-Term Firm Transmission Service or as soon thereafter
19 as possible after the completion of any necessary environmental review and development of any
20 necessary environmental mitigation requirements. Where a System Impact Study is required,
21 the provisions of Section 11 of this Tariff will govern the tendering and execution of a Service
22 Agreement between Bonneville and a Transmission Customer. Failure of a Transmission

1 Customer to execute and return such Service Agreement or request the initiation of service
2 under an unexecuted Service Agreement pursuant to Section 4.3 within thirty (30) days after it
3 is tendered by Bonneville will be deemed a withdrawal and termination of the Application.
4 Nothing herein limits the right of a Transmission Customer to file another Application after such
5 withdrawal and termination.

6 **9.8 Extensions for Commencement of Service**

7 A Transmission Customer can defer the commencement of service by paying Bonneville
8 a Reservation Fee to reserve transmission capacity to accommodate such service. The
9 Transmission Customer may obtain yearly extensions for a reservation period up to a total of
10 five years. If during the reservation period, an Applicant submits a Completed Request for Firm
11 Transmission Service, and such request can be satisfied out of existing capacity only by
12 releasing the capacity reserved by the Transmission Customer, the request for Firm
13 Transmission Service submitted by the original Transmission Customer shall cease to be a Valid
14 Request unless, within thirty (30) days of notice by Bonneville of such competing request, the
15 original Transmission Customer agrees to pay Bonneville the full monthly charge for Firm
16 Transmission Service pursuant to this Tariff beginning with the Service Commencement Date
17 specified in the new Completed Request. In the event the Transmission Customer elects to
18 release the reserved transmission capacity, the Reservation Fees paid for the current and past
19 years will be forfeited.

20 **9.9 Reduction in Transmission Demand and Termination of Service**

21 (a) A Transmission Customer may reduce Transmission Demand or terminate Firm
22 Transmission Service under this Tariff only upon the earlier of (i) 2 years after providing written

1 notice to Bonneville at the address provided in 9.1(a) of the Transmission Customer's intention
2 to terminate or reduce Transmission Demand or
3 (ii) the termination date incorporated in the Service Agreement.

4 (b) A Transmission Customer wishing to reduce or terminate service prior to the
5 expiration of the term specified in the Service Agreement will be responsible for all charges
6 related to the construction of facilities specified under the applicable Service Agreement and
7 which are owed to Bonneville as of the date of termination unless reassigned consistent with the
8 reassignment provisions of this Tariff.

9 **10.0 PROCEDURES FOR ARRANGING NONFIRM TRANSMISSION SERVICE**

10 **10.1 Application**

11 (a) A request for Nonfirm Transmission Service under this Tariff must be submitted
12 as a Completed Application to Bonneville Power Administration; P.O. Box 491; Vancouver,
13 Washington 98666-0491. Applications may also be submitted by:

14 (a) entering the information listed below on Bonneville's Real Time Information Network when it
15 is capable of accepting and processing such information; (b) transmitting the required
16 information to Bonneville by telefax (Telefax No. _____); or (c) providing the information
17 by telephone over Bonneville's time recorded telephone line. Each of these methods will
18 provide a time-stamped record for establishing the service priority of the Application.

19 (b) Requests for monthly Short-Term Nonfirm Transmission Service shall be
20 submitted no earlier than 60 days before such service is to commence and no later than 4:00
21 p.m 4 Business Days prior to the normal preschedule day; requests for weekly Short-Term,

1 Nonfirm Transmission Service shall be submitted no earlier than 14 days before service is to
2 commence and no later than noon 2 Business Days prior to the normal preschedule day; and
3 requests for daily Short-Term Nonfirm Transmission Service shall be submitted no earlier than 7
4 Business Days before service is to commence and no later than noon 2 Business Days prior to
5 the normal preschedule day.

6 (c) Requests for Hourly Nonfirm Transmission Service shall be submitted no earlier
7 than 10:00 am on the normal preschedule day.

8 **10.2 Completed Application**

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

11 (a) The identity, address, telefax number and telephone number of the entity
12 requesting service and of its designated representative.

13 (b) A statement that the entity requesting service is, or will be upon commencement
14 of service, an Eligible Customer under this Tariff.

15 (c) The Point(s) of Interconnection and the Point(s) of Delivery.

16 (d) The schedules requested at each Point of Interconnection and Point of Delivery.

17 (e) The proposed dates and hours for initiating and terminating transmission service
18 hereunder. In addition to the information specified above, when required to properly evaluate
19 system conditions, Bonneville also may ask the Transmission Customer to provide the following:

20 (i) the identity of the Control Area from which the capacity and energy is to be
21 delivered to Bonneville at the Point(s) of Interconnection;

1 (ii) the identity of the Control Area to which the capacity and energy is to be
2 delivered by Bonneville at the Point(s) of Delivery

3 **10.3 Response to Valid Requests**

4 Bonneville shall respond (i) within 2 Business Days of receipt of a Completed
5 Application for monthly Short-Term Nonfirm Service; (ii) within 4 hours of receipt of a
6 Completed Application for weekly Short-Term Nonfirm service; and (iii) within 30 minutes of
7 receipt of a Completed Application for daily Short-Term Nonfirm service.

8 **10.4 Determination of Capacity Availability**

9 (a) Following receipt of a request for Nonfirm Transmission Service, Bonneville will
10 make a determination on a nondiscriminatory basis of capacity availability. Such determination
11 shall be made daily with additional updates made for system changes during the day but not
12 more frequently than once each hour. Hourly Nonfirm Transmission Service shall be made
13 available for the next following clock hour from amounts of available capacity listed in
14 Bonneville's Real-Time Information System.

15 **10.5 Transmission Customer Responsibility for Third-Party Arrangements**

16 Any scheduling arrangements that may be required by other electric systems shall be the
17 responsibility of the Transmission Customer requesting service. The Transmission Customer
18 shall provide, unless waived by Bonneville, notification to Bonneville identifying such systems
19 and authorizing them to schedule the energy to be transmitted by Bonneville pursuant to the
20 Service Agreement on behalf of the Receiving Party at the Point of Delivery or the Delivering
21 Party at the Point of Interconnection. However, Bonneville will undertake reasonable efforts to
22 assist the Transmission Customer in making such arrangements, including without limitation,

1 providing any information or data required by such other electric system pursuant to Good
2 Utility Practice.

3 **11.0 DETERMINATION OF CAPACITY AVAILABILITY AND**
4 **RESPONSIBILITY FOR COSTS INCURRED IN PROVIDING FIRM**
5 **TRANSMISSION SERVICE**

6 **11.1 Notice of Need for System Impact Study**

7 After receiving a request for service, Bonneville shall determine on a nondiscriminatory
8 basis whether a System Impact Study is needed in the same manner that it would determine if a
9 System Impact Study is needed for providing service to itself. If Bonneville determines that the
10 Federal Columbia River Transmission System may be inadequate to accommodate a request for
11 service and that either redispatching of its system, or alternatively, construction of Direct
12 Assignment Facilities or Network Upgrades could be required to provide the requested service,
13 it shall so inform the Applicant, pursuant to the timelines established in section 9.6 above. In
14 such cases, Bonneville shall tender an agreement (the "Study Agreement") pursuant to which the
15 Transmission Customer shall agree to reimburse Bonneville for performing the required System
16 Impact Study. A description of Bonneville's methodology for completing a System Impact
17 Study is provided in Appendix D.

18 **11.2 Study Agreement and Cost Responsibility**

19 (a) The Study Agreement will specify the estimated charge, based on Bonneville's
20 estimate of the actual cost and time for completion of the System Impact Study. The charge
21 shall be the actual cost of the study. The study shall identify:

- 1 (1) any system constraints and redispatch options, additional system or
- 2 Direct Assignment Facilities or Network Upgrades required to provide the
- 3 requested service;
- 4 (2) a reasonable nonbinding estimate of the total projected cost and the
- 5 estimated time to complete the additional facilities or upgrades; and
- 6 (3) the portion of the estimated cost to be charged to the Transmission
- 7 Customer.

8 A description of the methodology that will be used by Bonneville in assessing capacity available
9 to provide service is contained in Appendix A to this Tariff. The criteria specified in Appendix
10 A are provided to apprise the Transmission Customer of the criteria Bonneville intends to apply,
11 but shall not be deemed to bind the Commission in reviewing any dispute over the availability of
12 capacity to provide Firm Transmission Service. In performing the System Impact Study,
13 Bonneville shall rely, to the extent reasonably practicable, on existing transmission planning
14 studies. The Transmission Customer will not be assessed a charge for such existing studies;
15 however, the Transmission Customer will be responsible for charges associated with any
16 modifications to existing planning studies that are reasonably necessary in evaluating the impact
17 of the Transmission Customer's request for service on the Federal Columbia River Transmission
18 System.

19 (b) In cases where a single System Impact Study is sufficient for Bonneville to
20 assess capacity availability, in response to multiple Eligible Customers requesting service in
21 relation to the same competitive solicitation, the costs of that study shall be prorated among the
22 Eligible Customers.

1 (c) For a service request to remain a Valid Request, the Transmission Customer
2 shall execute the Study Agreement and return it to Bonneville within thirty (30) days. If the
3 Transmission Customer elects not to execute the Study Agreement, its application shall be
4 deemed withdrawn.

5 (d) For studies that Bonneville conducts on its own behalf, Bonneville shall book
6 the costs of the studies into a separate account.

7 **11.3 Performance of System Impact Study**

8 Upon receipt of an executed Study Agreement, Bonneville will use due diligence to
9 complete the required System Impact Study within a sixty (60) day period. In the event that
10 Bonneville is unable to complete the required studies within such time period, it shall so notify
11 the Transmission Customer and provide an estimated completion date along with an explanation
12 of the reasons why additional time is required to complete the required studies. A copy of the
13 completed study and related work papers shall be made available to the Transmission
14 Customer. Bonneville will use the same due diligence in completing the studies for a
15 Transmission Customer as it uses when completing studies for itself.

16 **11.4 Determining Need for New Facilities**

17 Bonneville may defer providing service until it completes construction of new
18 transmission facilities or upgrades needed to provide Firm Transmission Service whenever
19 Bonneville determines that providing the requested service would, without such new facilities or
20 upgrades, impair or degrade reliability of service to Network Integration Transmission
21 Customers and other Firm Transmission Customers under this tariff or interfere with service
22 under Bonneville's firm transmission and power contracts in effect prior to the effective date of

1 this Tariff. The costs of any new facilities to be charged to the Transmission Customer under
2 this Tariff will be specified in the Service Agreement prior to initiating service.

3 **11.5 Tendering of Service Agreement in the Absence of Need for New Facilities**

4 If the System Impact Study undertaken by Bonneville concludes that the Federal
5 Columbia River Transmission System will be adequate to accommodate all or part of a request
6 for service or that no costs are likely to be incurred for new transmission facilities or upgrades,
7 within 15 days of completion of the System Impact Study Bonneville shall tender a Service
8 Agreement to the Transmission Customer. In order for a request to remain a Valid Request,
9 within thirty (30) days of the receipt of the Service Agreement the Transmission Customer must
10 execute such Agreement or request service under an unexecuted service agreement pursuant to
11 Section 4.3, or the Application shall be deemed terminated and withdrawn.

12 **11.6 Tendering of Facilities Study Agreement Where Construction of New Facilities**
13 **is Contemplated**

14 If Bonneville determines that additions or upgrades to the Federal Columbia River
15 Transmission System are needed to supply the Transmission Customer's forecasted transmission
16 requirements, within thirty (30) days of the completion of the System Impact Study Bonneville
17 shall tender to the Transmission Customer a Facilities Study Agreement which establishes the
18 date for completion of such study and obligates the Transmission Customer to pay the costs of
19 the Facilities Study. If additional time is required, Bonneville shall notify the Transmission
20 Customer on a timely basis and provide an estimate of the time needed to reach a final
21 determination along with an explanation of the reasons why additional time is required to
22 complete the study. When completed, the Facilities Study will include (1) a detailed estimate of:

1 (a) the cost of Direct Assignment Facilities to be charged to the Transmission Customer; (b) the
2 Transmission Customer's appropriate share of the cost of any required Network Upgrades as
3 determined pursuant to the provisions of the Tariff; and (c) the time required to complete such
4 construction and initiate the requested service; and (2) a Construction Agreement. In order for
5 a request to remain a Valid Request, within thirty (30) days of the receipt of the Facilities Study
6 Agreement, the Transmission Customer shall execute such Agreement or the request shall be
7 deemed terminated and withdrawn.

8 **11.7 Due Diligence in Completing New Facilities**

9 If the Transmission Customer and Bonneville execute a Service Agreement and a
10 Construction Agreement directing Bonneville to undertake system additions, Bonneville shall use
11 due diligence to add necessary facilities or upgrade its Federal Columbia River Transmission
12 System within a reasonable time. Bonneville will not upgrade the capacity of its existing or
13 planned Federal Columbia River Transmission System in order to provide the requested Firm
14 Transmission Service if doing so would impair system reliability or otherwise impair or degrade
15 firm service to Network Integration Service customers, other firm Transmission Customers
16 under this Tariff, or interfere with service under Bonneville's firm transmission and power
17 contracts in effect prior to the effective date of this Tariff.

18 **11.8 Partial Interim Service**

19 If Bonneville determines that it will not have adequate transmission capacity to satisfy
20 the full amount of a Valid Request for Firm Transmission Service, Bonneville nonetheless shall
21 be obligated to offer and provide the portion of the requested Firm Transmission Service that
22 can be accommodated, including through redispatch, without addition of any facilities if the

1 Transmission Customer agrees to pay the appropriate cost for such service consistent with
2 Commission policy. However, Bonneville shall not be obligated to provide the incremental
3 amount of requested Firm Transmission Service that requires the addition of facilities or
4 upgrades to the Federal Columbia River Transmission System until such facilities or upgrades
5 have been placed in service.

6 **11.9 Facilities Study Modifications**

7 Any change in design arising from inability to site or construct facilities as proposed will
8 require development of a new detailed cost estimate. New detailed cost estimates also will be
9 required in the event of new statutory or regulatory requirements that are effective before the
10 completion of construction or other circumstances beyond the control of Bonneville that affect
11 the final cost of new facilities or upgrades to be charged to the Transmission Customer pursuant
12 to the provisions of the Tariff.

13 **11.10 Expedited Procedures for New Facilities**

14 In lieu of the procedures set forth above, a Transmission Customer shall have the option
15 to expedite the process by requesting Bonneville to tender an "Expedited Service Agreement"
16 pursuant to which the Transmission Customer would direct Bonneville to complete the System
17 Impact Study, the Facilities Study and construct required facilities, and would agree to
18 compensate Bonneville for all costs incurred to perform these studies and construction services.
19 The Transmission Customer shall execute such an Expedited Service Agreement within
20 thirty (30) days of its receipt or the Transmission Customer's request for service will cease to be
21 a Valid Request and will be deemed terminated and withdrawn.

1 **12.0 PROCEDURES IF BONNEVILLE IS UNABLE TO COMPLETE NEW**
2 **TRANSMISSION FACILITIES FOR FIRM TRANSMISSION SERVICE**

3 **12.1 Delays or Constraints in Construction of New Facilities**

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

12 **12.2 Alternatives to Constrained Facility Additions**

13 When the review process of Section 12.1 above determines that one or more
14 alternatives exist to the originally planned construction project, Bonneville shall present such
15 alternatives for consideration by the Transmission Customer. If, upon such presentation of
16 alternatives by Bonneville, the Transmission Customer desires to maintain the Service
17 Agreement in effect subject to such alternatives, it may request Bonneville to perform
18 supplemental System Impact Studies pursuant to Section 11 of this Tariff and to submit a
19 revised Service Agreement. If the Transmission Customer elects an alternative which involves a
20 lesser quantity of Firm Transmission Service or Nonfirm Transmission Service, and if no
21 System Impact Studies are necessary, Bonneville shall promptly tender a Service Agreement
22 providing for the service. In the event Bonneville concludes that no reasonable alternative exists

1 and the Transmission Customer disagrees, the Transmission Customer may seek relief under the
2 dispute resolution procedures under Section 24.

3 **12.3 Obligation for Costs Incurred**

4 If Bonneville and the Transmission Customer mutually agree that no other reasonable
5 alternatives exist and the requested service cannot be provided out of existing capacity under
6 the conditions of this Tariff, the obligation to provide the requested Firm Transmission Service
7 pursuant to this Tariff shall terminate. However, the Transmission Customer shall be responsible
8 for all actual costs incurred by Bonneville through the time construction was suspended.

9 **13.0 PROVISIONS RELATING TO TRANSMISSION CONSTRUCTION AND**
10 **SERVICES ON THE SYSTEMS OF OTHER UTILITIES**

11 **13.1 Responsibility for Third-Party System Additions**

12 Bonneville shall not be responsible for making arrangements for any necessary
13 engineering, permitting, and construction of transmission or distribution facilities on the system(s)
14 of any other entity or for obtaining any regulatory approval for such facilities. Bonneville will
15 undertake reasonable efforts to assist the Transmission Customer in obtaining such
16 arrangements, including without limitation, providing any information or data required by such
17 other electric system pursuant to Good Utility Practice.

18 **13.2 Coordination of Third-Party System Additions**

19 In circumstances where the need for transmission facilities or upgrades is identified
20 pursuant to the provisions of this Tariff, and if such upgrades further require the addition of
21 transmission facilities on other systems, Bonneville shall have the right to coordinate construction

1 on its own system with the construction required by others. Bonneville, after consultation with
2 the Transmission Customer and representatives of such other systems, may defer construction
3 of new transmission facilities on its own system pending the resolution of obstacles to the timely
4 completion of new transmission facilities on other systems that would be needed to provide the
5 requested service. Bonneville shall notify the Transmission Customer in writing of the basis for
6 its deferral decision and the specific obstacles which must be resolved before it will initiate or
7 resume construction of new facilities. Within 60 days of receiving written notification by
8 Bonneville of its intent to defer construction pursuant to this paragraph, the Transmission
9 Customer may challenge such a deferral decision in accordance with the dispute resolution
10 procedures of this Tariff.

11 **14.0 CHANGES IN SERVICE SPECIFICATIONS**

12 **14.1 Modifications On A Short-Term Firm or Nonfirm Basis**

13 A Transmission Customer of Firm Transmission Service may request Bonneville to
14 provide Short-Term Firm or Hourly Nonfirm Transmission Service between Interconnection
15 and Delivery Points other than those specified in the Service Agreement ("Secondary
16 Interconnection and Delivery Points"), if such service does not cause the Transmission
17 Customer to exceed its Transmission Demand, without incurring any additional transmission
18 charges or executing a new Service Agreement, subject to the following conditions:

19 (a) Service provided over Secondary Interconnection and Delivery Points will be
20 either Short-Term Firm or Hourly Nonfirm Transmission Service, on a capacity-available basis
21 and will not displace any firm or nonfirm service previously scheduled by other parties under this

1 Tariff, under other contracts in effect prior to the effective date of this Tariff, or under the
2 Network Integration Tariff.

3 (b) A Transmission Customer desiring to modify its Firm Transmission Service on a
4 Short-Term Firm basis shall provide notice to Bonneville consistent with the schedule for
5 requesting Short-Term Firm Transmission Service pursuant to Section 9 of this Tariff. The
6 Transmission Customer requesting such modified service shall specify reductions in firm rights at
7 designated “Primary point(s) of Interconnection and Delivery” equal to the amount of such
8 Short-Term Firm Transmission Service, which reduction will remain in effect for the period of
9 time the Short-Term Firm Transmission Service is provided. During the term of such Short-
10 Term Firm Transmission Service between Secondary points of Interconnection, the Customer
11 may further modify such Secondary Points of Interconnection and Delivery on an as available
12 basis pursuant to this Section 14.1. All firm transmission service at Secondary Point(s) of
13 Interconnection and Delivery shall be subject to curtailment pursuant to Section 2.6 and such
14 curtailments shall not result in any reinstatement to the Transmission Customer of the original
15 rights to Firm Transmission Service during such curtailment

16 (c) A Transmission Customer desiring to modify its Firm Transmission Service on
17 an Hourly Nonfirm basis may preschedule such service in advance or schedule such service on
18 an hourly basis pursuant to Section 3.6 of this Tariff. The Transmission Customer requesting
19 modified service shall specify reduction of firm rights at designated Primary Point(s) of
20 Interconnection and Delivery equal to the prescheduled amount of Hourly Nonfirm Transmission
21 Service. Curtailments pursuant to Section 3.7 by Bonneville of any such Hourly Nonfirm
22 Transmission Service shall result in the reinstatement of firm transmission rights to the

1 Transmission Customer at the Primary Point(s) of Interconnection and Delivery by the amount
2 of such curtailment.

3 (d) The sum of all Firm and Nonfirm Transmission Service provided to the
4 Transmission Customer at any time shall not exceed the Transmission Demand in the relevant
5 Service Agreement under which such services are provided.

6 (e) Except during the modification period and for amounts modified pursuant to this
7 Section 14.1, a Transmission Customer shall retain its right to schedule Firm Transmission
8 Service at the Interconnection and Delivery Points specified in the relevant Service Agreement
9 in the amount of its original Transmission Demand for such points, provided that Bonneville may
10 make available the Transmission Customer's unused capacity rights between such points on an
11 hourly basis without payment to the Transmission Customer.

12 (f) Service over Secondary Interconnection and Delivery Points on a Short-Term
13 Firm basis or an Hourly Nonfirm basis shall not require the filing of an Application for
14 Transmission Service under this Tariff by a Transmission Customer or Assignee of that
15 Customer. However, all other requirements of the Tariff (except as to transmission rates) shall
16 apply to Transmission Service over Secondary Interconnection and Delivery Point(s).

17 **14.2 Modification On A Firm Basis**

18 Any request by a Transmission Customer to modify Interconnection and/or Delivery
19 Points on a firm basis shall be treated as a new request for service in accordance with Section 9
20 hereof, except that such Transmission Customer shall not be obligated to pay any additional
21 transmission charge if the total Transmission Demand for the Integrated Network segment and
22 the intertie segment does not exceed the amount reserved in the existing Service Agreement.

1 While such new request is pending, the Transmission Customer shall retain its priority for service
2 at the existing firm Points of Interconnection and Delivery.

3 **15.0 SALE OR ASSIGNMENT OF TRANSMISSION SERVICE.**

4 **15.1 Procedures for Assignment or Transfer of Service**

5 Subject to Commission approval of any necessary filings, a Transmission Customer may
6 sell, assign, or transfer all or a portion of its rights under its Service Agreement, but only to
7 another Eligible Customer (the "Assignee"). Where the Assignee will be assuming the
8 scheduling and payment obligations of the Transmission Customer, the Transmission Customer
9 and the Assignee shall notify Bonneville when any assignment occurs, and such assignment shall
10 be for the remaining term of the Service Agreement. Where the Assignee will not be assuming
11 any of the scheduling or payment obligations of the Transmission Customer, no notification will
12 be necessary.

13 **15.2 Limitations on Assignment or Transfer of Service**

14 (a) Any sale, assignment or transfer shall not result in the Transmission Customer
15 receiving compensation that exceeds Bonneville's rate charged to the Transmission Customer
16 for the service sold, assigned, or transferred, and scheduling of such assignment must be
17 accomplished within the applicable reservation window; provided, however, that (1) assignment
18 of Firm Transmission Service for Hourly Nonfirm use utilizing the reserved Points of
19 Interconnection and Points of Delivery will be allowed if scheduled before 10:00 a.m. on the
20 normal preschedule day, and (2) assignments of Firm Transmission Service for Hourly Nonfirm

1 use utilizing secondary Points of Interconnection or Points of Delivery will be allowed after
2 10:00 a.m. and up to 2:00 p.m. on the normal preschedule day.

3 (b) If the Assignee does not request any change in the Point(s) of Interconnection
4 or the Point(s) of Delivery, or a change in any other term or condition set forth in the original
5 Service Agreement, the Assignee will receive the same services as did the first Transmission
6 Customer and the priority of service for the Assignee will be the same as that of the original
7 Transmission Customer. If the Assignee requests a change in service, the priority of service will
8 be determined by Bonneville based on the date Bonneville receives notice of the proposed
9 assignment. Such notice must contain all the information required by Section 9 of this Tariff.

10 (c) If the Assignee requests a change in the Point(s) of Interconnection or Point(s)
11 of Delivery, or a change in any other term or condition set forth in the original Service
12 Agreement, Bonneville will consent to such change subject to the provisions of this Tariff, but
13 only if to do so will not impair the operation and reliability of the Federal Columbia River
14 Transmission System, and on the condition that the Assignee agrees to compensate Bonneville
15 for performing any System Impact Study needed to evaluate the capacity of the Federal
16 Columbia River Transmission System to accommodate the proposed change and any additional
17 costs resulting from such change. The original Transmission Customer shall remain liable for the
18 performance of all obligations under the Service Agreement, except as specifically agreed to by
19 the Parties through an amendment to the Service Agreement

20 (d) Firm Transmission Service may be assigned in increments as short as one hour.
21 Hourly Nonfirm Transmission Service shall not be assigned.

1 **15.3 Information on Assignment or Transfer of Service**

2 In accordance with Section 5, Transmission Customers or Assignees may use
3 Bonneville's Real Time Information Network to post capacity availability. Postings on the Real
4 Time Information Network will be as set forth in the Commission' s final order in Docket No.
5 RM95-9-000. (Real Time Information Networks).

16.0 METERING AND POWER FACTOR CORRECTION

6 **16.1 Transmission Customer Obligations**

7 Unless otherwise agreed, the Transmission Customer shall be responsible for installing
8 and maintaining compatible metering and communications equipment to accurately account for
9 the generating capacity and associated energy being transmitted under this Tariff and to
10 communicate the information to the appropriate Bonneville facility. Such equipment shall remain
11 the property of the Transmission Customer.

1 To ensure transmission pricing comparability with respect to access to power markets,
2 Bonneville shall charge itself and book into separate accounts, as outlined below, the following
3 amounts:

4 (a) Transmission Revenues - the revenues it receives from transmission service that
5 it provides itself under this Point-To-Point Transmission Tariff based on the rates specified in
6 this Tariff.

7 (b) System Impact Study Costs - the cost to perform any System Impact Studies
8 or Facilities Studies that Bonneville undertakes to determine if Bonneville must construct new
9 transmission facilities or upgrades necessary for Bonneville to provide new transmission service
10 for itself under this Tariff.

11 (c) Processing Fee - The fee assessed pursuant to Section 9.3.

12 **20. BILLING AND PAYMENT**

13 **20.1 Billing**

14 Bonneville may render estimated bills for any month. Estimated bills are payment
15 obligations that are subject to all payment provisions including late payment charges. A final bill
16 will always follow an estimated bill.

17 Bills for Transmission Services shall be rendered by Bonneville on the Transmission
18 Customer's monthly bill. Failure to receive a bill shall not release the Transmission Customer
19 from liability for payment. If requested by the Transmission Customer, Bonneville will
20 electronically transmit the Transmission Customer's monthly bill to the Transmission Customer
21 on the issue date of the bill, provided the Parties have compatible electronic equipment.

1 Bonneville may elect to electronically transmit only that portion of the bill showing the amount
2 owed. If the entire bill is not provided by electronic means, Bonneville will also send the
3 Transmission Customer a complete copy of its monthly bill by mail.

4 (a) **Due Date**

5 Payment shall be due by close of business on the 20th day after the date of the
6 bill (Due Date). This requirement also holds for revised bills. If the 20th day is a Saturday,
7 Sunday, or Federal holiday, the Due Date shall be the next Business Day.

8 (b) **Payments of \$50,000 or more**

9 (1) If the Customer's monthly bill from Bonneville is \$50,000 or more, the
10 Customer must pay by wire transfer using procedures established by Bonneville's Financial
11 Services Group, unless the Customer has obtained the right to pay by mail as provided in
12 section 20.1(b)(2). Wire transfer amounts are due and payable on the Due Date.

13 (2) The Customer may pay its bill by mail even if the amount exceeds \$50,000,
14 provided the following conditions have been met:

15 (a) The Customer gives Bonneville 30 days' notice of its intent to pay by mail;

16 (b) The Customer ensures that Bonneville receives full payment by the
17 above-stated Due Date; and

18 (c) The Customer has not incurred late payment charges while paying
19 its bills by mail.

20 (c) **Payments of Less than \$50,000**

21 If the Customer's monthly bill from Bonneville is less than \$50,000, the

1 customer may pay the bill by mail. Payment for such bills will be accepted as timely if the
2 payment is postmarked by the Due Date. Payments shall be mailed to:

3 Bonneville Power Administration
4 PO Box 6040
5 Portland, OR 97228-6040

6 (d) **Computation of Bills**

7 Bills for products and services purchased under this agreement shall be rounded to
8 whole dollar amounts, by eliminating any amount of which is less than 50 cents and increasing
9 any amount from 50 cents through 99 cents to the next higher dollar.

10 (e) **Estimated Bills**

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

14 (f) **Late Payment**

15 Bills not paid in full on or before close of business on the Due Date shall be
16 subject to an interest charge of one-twentieth percent (0.05 percent) applied each day to the
17 unpaid balance. This interest charge shall be assessed on a daily basis until such time as the
18 unpaid amount is paid in full. Remittances received by mail which are not required to be paid by
19 wire transfer will be accepted without assessment of the charges referred to in the preceding
20 sentence of this section 20.1(f), provided the postmark indicates the payment was mailed on or
21 before the Due Date.

1 (g) **Disputed Billings**

2 In the event of a billing dispute, the Transmission Customer agrees to note the
3 disputed amount and pay its monthly bill in full by the Due Date. The amount billed is subject to
4 late payment charges until paid in full. If it is determined that the Transmission Customer is
5 entitled to a refund of any portion of the disputed amount, then Bonneville will make such refund
6 with interest computed from the date of receipt of the disputed payment. Interest will be
7 computed using the interest rate applicable to 3-month T-Bills as specified in the Federal
8 Reserve Statistical Release G3 or its successor. The rates used will be the 3-month yield
9 reported on the first day of the month of receipt of the payment, and then on the first day of
10 each subsequent third month thereafter. Bonneville shall not be liable for interest prior to the
11 time the Transmission Customer notifies Bonneville of the dispute. Disputed bills are subject to
12 the terms and conditions of section 24 of this Tariff.

13 (h) **Revised Bills.**

14 As necessary, Bonneville may render revised bills. The date of a revised bill
15 shall be its issue date.

16 (1) If the amount of the revised bill is more than the amount of the
17 previous bill, the previous bill remains due on its Due Date, and the
18 additional amount is due on the Due Date of the revised bill.

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

22 (3) If the revised bill changes the party to whom money is due, the

1 previous bill is canceled and the amount owed the other party is due on the
2 Due Date of the revised bill.

3 (4) If payment of the previous bill results in an overpayment, a refund is
4 due on the later of (a) the due date of the revised bill, or (b) 20 days from
5 the receipt of the payment for the original bill.

6 **20.2 Customer Default**

7 In the event the Transmission Customer fails, for any reason other than a billing dispute
8 as described below, to make payment to Bonneville on or before the Due Date as described
9 above, and such failure of payment is not corrected within thirty (30) calendar days after
10 Bonneville notifies the Transmission Customer to cure such failure, a default by the Transmission
11 Customer shall be deemed to exist. Upon the occurrence of a default, Bonneville may notify the
12 Transmission Customer that it plans to terminate service in sixty (60) days. The Transmission
13 Customer may use the dispute resolution procedures to contest such termination. In the event
14 of a billing dispute between Bonneville and the Transmission Customer, Bonneville will continue
15 to provide service under the Service Agreement as long as the Transmission Customer: (a)
16 continues to make all payments not in dispute; and (b) pays either in accordance with
17 Bonneville's billing procedures approved by FERC, or pays into an independent escrow
18 account the portion of the invoice in dispute, pending resolution of such dispute. If the
19 Transmission Customer fails to meet these two requirements for continuation of service, then
20 Bonneville will provide notice to the Transmission Customer of its intention to suspend service in
21 sixty (60) days, in accordance with Commission policy.

1 beyond such Party's control, including any curtailment, order, regulation or restriction imposed
2 by governmental military or lawfully established civilian authorities, or by the making of
3 necessary repairs upon the property or equipment of either Party hereto.

4 **22.2 Electric Disturbance**

5 (a) For the purposes of this section an electric disturbance is any sudden,
6 unexpected, changed, or abnormal electric condition occurring in or on an electric system which
7 causes damage.

8 (b) Each Party shall design, construct, operate, maintain, and use its electric system
9 in conformance with accepted electric utility practices:

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

13 (2) to minimize the effect on its electric system and on its customers of
14 electric disturbances originating on its own or another electric system.

15 (c) If Bonneville and the Transmission Customer are Parties to the agreement
16 Limiting Liability Among Western Interconnected Systems, such agreement shall continue in full
17 force and effect as between the Parties.

18 (d) During such time as a Party to this contract is not a Party to the Agreement
19 Limiting Liability Among Western Interconnected Systems, its relations with the other Party with
20 respect to system damages shall be governed by the following sentence, notwithstanding the fact
21 that the other Party may be a Party to said Agreement Limiting Liability Among Western
22 Interconnected Systems. A Party to this contract shall not be liable to the other Party for

1 damage to the other party' s system, or facilities caused by an electric disturbance on the first
2 party' s system, whether or not such electric disturbance is the result of negligence by the first
3 party, if the other party has failed to fulfill its obligations under subsection (b)(2) above.

4 (e) If one of the Parties to this contract is not a party to the Agreement Limiting
5 Liability Among Western Interconnected Systems, each party to this contract shall hold
6 harmless and indemnify the other party, its officers and employees, from any claims for loss,
7 injury, or damage suffered by those to whom the first party delivers power not for resale, which
8 loss, injury, or damage is caused by an electric disturbance on the other party' s system, whether
9 or not such electric disturbance results from the negligence of such other Party, if such first party
10 has failed to fulfill its obligations under subsection (b)(2) above, and such failure contributed to
11 the loss, injury, or damage.

12 **23.0 CREDITWORTHINESS**

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

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24.0 DISPUTE RESOLUTION PROCEDURES

24.1 Dispute Resolution Procedures. Any complaint arising concerning implementation of this Tariff shall be resolved as follows:

- (a) Through a dispute resolution process, pursuant to the terms of a Regional Transmission Association governing agreement of which both Parties are members; or
- (b) If both Parties are not members of the same Regional Transmission Association, through a dispute resolution process agreed to by the Parties, or through a transmission complaint filed with the Commission to the extent the Commission has jurisdiction over such dispute.

24.2 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. In addition, use or application of the arbitration provisions in this Section does not affect the jurisdiction of the Commission over any matters arising under this Tariff.

1 **APPENDIX A**

2 **METHODOLOGY TO ASSESS TRANSFER CAPACITY AVAILABILITY**

3 Bonneville will assess the capability of the transmission system to provide the service
4 requested using the criteria and process for this assessment as detailed in Sections 4 and 5 of
5 Bonneville's FERC Form 715 submittal. In determining the level of capacity available for new
6 transmission service requests, Bonneville may exclude from capacity to be made available for
7 new transmission service requests that capacity needed to reliably meet (1) current and
8 reasonably forecasted loads of its Network Integration Service Customers; (2) its obligations to
9 Transmission Customers under this Tariff; (3) its existing contractual commitments for firm
10 wholesale purchases, exchanges, deliveries and sales in effect on the effective date of this Tariff;
11 (4) its existing contractual commitments for firm transmission service in effect on the effective
12 date of this Tariff; and (5) other requests for service previously received.

1 **APPENDIX B**

2 **Form of Service Agreement**

3 **Firm Transmission Service**

4

5	<u>Article</u>	<u>Description</u>	<u>Page No.</u>
6	1	Scope of Service Agreement	
7	2	Definitions	
8	3	Term of the Service Agreement	
9	4	Charges and Payments	
10	5	Notices	
11	6	System Operations	
12	7	Specifications for Ancillary Services	
13	8	Miscellaneous	
14	Exhibit A	Point-to- Point Service Transmission (Tariff)	
15	Exhibit B	Application for Firm Point-to-Point Transmission Service	
16	Exhibit C	Statement of Service Specifications	
17	Exhibit D	System Impact Study Agreement	
18	Exhibit E	Facility Study Agreement	
19	Exhibit F	System Operations Agreement [This provision shall be retained or deleted	
20		consistent with the result of the separate proceeding to which Bonneville	
21		has stipulated and which is incorporated into document TC-96-M-27.]	

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APPENDIX B

**FORM OF SERVICE AGREEMENT
FIRM TRANSMISSION SERVICE**

This FIRM TRANSMISSION SERVICE AGREEMENT is made and entered into this ____ day of _____, _____, by and between the Bonneville Power Administration (hereinafter referred to as “Bonneville”) and _____ (hereinafter referred to as "the Transmission Customer"). The Transmission Customer and Bonneville are sometimes referred to individually as “Party” and collectively as “Parties”, as the context suggests below.

WITNESSETH

WHEREAS, the Parties are interconnected directly or through their Designated Agent(s) with each other and/or with other electric utility systems; and

WHEREAS, Bonneville provides Firm Transmission Service under Bonneville’ s Point-to-Point Tariff; and

WHEREAS, the Transmission Customer desires to receive Firm Transmission Service under the Point-to-Point Tariff; and

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, the Parties do agree as follows:

18

ARTICLE I

1 **Scope of Service Agreement**

2 **1.1 Terms and Conditions** - The terms and conditions under which the Point-to-Point
3 Transmission Service is offered and accepted are pursuant to this Agreement and to the
4 Point-to-Point Transmission Service Tariff. The Tariff in effect at the time of execution of
5 this Agreement is hereby incorporated by this reference and made a part of this Service
6 Agreement as Exhibit “A”. Unless otherwise mutually agreed in writing by the Parties,
7 Bonneville may change the terms and conditions of the Tariff upon, and only upon, a
8 determination by the Commission that such change is just and reasonable and not unduly
9 discriminatory or preferential.

10 **1.2 Application** - The Application for Firm Point-to-Point Transmission Service
11 requested by the Transmission Customer and accepted by Bonneville for this Service
12 Agreement is hereby incorporated by this reference and made a part of this Service
13 Agreement as Exhibit “B”.

14 **1.3 System Impact/Facilities Study** - Study Agreements for a System Impact Study
15 and/or a Facilities Study, if performed for this Application, are hereby incorporated by
16 this reference and made a part of this Service Agreement as Exhibits “D” and “E”,
17 respectively.

18 **1.4 Statement of Service Specifications** - The Statement of Service Specifications for
19 Firm Point-to-Point Transmission Service under this Service Agreement requested by the
20 Transmission Customer and accepted by Bonneville are hereby incorporated by reference
21 and made a part of this Service Agreement as Exhibit “C”.

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ARTICLE II

Definitions

Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Tariff.

ARTICLE III

Term of the Service Agreement

3.1 Effective Date - Service under this Agreement shall commence and terminate as specified in the Statement of Specifications, Exhibit C.

ARTICLE IV

Charges and Payments

The Transmission Customer shall compensate Bonneville for Firm Transmission Service provided hereunder at the then effective rate(s) and render payment in accordance with Section 20 of the Point-to-Point Tariff.

4.1 Charges for Transmission Service - The Transmission Customer shall pay Bonneville the following charges for Firm Transmission Service provided hereunder pursuant to Commission pricing policy.

4.2 Billing and Payment - Bills for all services provided under this Service Agreement shall be rendered monthly by Bonneville and all such bills shall be due and payable in accordance with Section 20 of this Tariff.

ARTICLE V

1 Notices

2 **5.1 Notices Relating to Provision of Service Agreement** - Any notice, request,
3 demand or statement which may be given to or be made upon either Party by the other
4 party under any of the provisions of this Service Agreement, except those specified in
5 paragraph 6.2 below, shall be in writing and shall be considered delivered when either
6 personally delivered to the following or deposited in the mail postage prepaid and
7 properly addressed to the following:

8 If the notice is to the Transmission Customer:

9 Title

10 Transmission Customer Name

11 Address

12 If the notice is to Bonneville:

13 Title

14 Bonneville Power Administration

15 Address

16 **5.2 Notices of an Operating Nature** - Any notice, request or demand pertaining to
17 matters of an operating nature, exclusive of requests for additional or modified
18 transmission service under this Tariff, shall be sufficient if given in writing, by telephone,
19 by facsimile, or orally in person to the person designated in writing by the Party as its
20 representative for such purposes, provided that should the same not be in writing,
21 confirmation thereof shall be made in writing as soon as reasonably practicable
22 thereafter, upon request of the Party being served.

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ARTICLE VI

System Operations

The Transmission Customer having Point(s) of Interconnection with the Federal Columbia River Transmission System shall be required to designate a Control Area and to comply with the associated System Operations Provisions prior to commencement of Transmission Service hereunder.

ARTICLE VII

Specifications for Ancillary Services

ARTICLE VIII

Miscellaneous

- 8.1 Interconnection with Other Systems** - Nothing contained in this Service Agreement shall restrict or limit either Party from establishing, altering or terminating interconnection points with any entity not a party to this Service Agreement or amending or entering into such agreements.
- 8.2. Governing Law** - This Service Agreement shall be interpreted, construed and enforced in accordance with federal law.
- 8.3. Amendments** - This Service Agreement may be amended upon mutual agreement of the Parties, which amendment shall be reduced to writing and executed by both Parties. Bonneville may change rates pursuant to applicable law and procedures. Bonneville may also change system loss factors and other technical and measurable system factors

1 to account for changes in system conditions. The Transmission Customer may use the
2 dispute resolution procedures available under this contract to challenge such changes.

3 **8.4. Severability** - In the event any of the terms, covenants or conditions of this Service
4 Agreement, or any amendment hereto, or the application of such terms, covenants or
5 conditions shall be held invalid as to any Party or circumstance by the Commission or
6 by any court having jurisdiction, all other terms, covenants and conditions of this Service
7 Agreement or any amendment hereto and their application shall not be affected thereby
8 and shall remain in full force and effect.

9 **8.5. Computation of Time** - On computing any period of time prescribed or allowed by
10 this Service Agreement, the day of the act, event or default from which the designated
11 period of time begins to run shall not be included. The last day of this period so
12 computed shall be included unless it is a Saturday, Sunday or legal holiday, in which
13 event the period shall run until the end of the next business day which is neither a
14 Saturday, Sunday or legal holiday. For purposes of the administration of this Service
15 Agreement, Pacific Time shall be used.

16 **8.6. No Third Party Beneficiaries** - This Service Agreement creates rights and
17 obligations only between the Parties hereto. The Parties hereto expressly do not intend
18 to create any obligation or promise of performance to any other third person or entity
19 nor have the Parties conferred any right or remedy upon any third person or entity other
20 than the Parties hereto, their respective successors and assigns to enforce this
21 Agreement.

1 **8.7. Waivers** - Any waiver at any time by either party of its rights with respect to a default
2 under this Service Agreement, or with respect to any other matter arising in connection
3 with this Service Agreement, shall not be deemed a waiver with respect to any other or
4 subsequent default or matter.

5 **8.8. Successors and Assigns** - This Service Agreement shall inure to the benefit
6 of and be binding upon the Parties and their respective successors and assigns.

7 **8.9 Service Agreement Governs** - In the event of any irreconcilable difference between
8 the Tariff and this Agreement, the language of this Agreement shall govern.

9 **8.10 Entire Agreement** - This Service Agreement constitutes the entire agreement
10 between the Parties with respect to the subject matter hereof, and there are no other
11 understandings or agreements between the Parties with respect thereof.

1 **IN WITNESS WHEREOF**, the duly authorized representatives of Bonneville and the
2 Transmission Customer have executed this Agreement as of the date first above written.

3 **TRANSMISSION CUSTOMER**

4 **BY:** _____

5 **TITLE:** _____

6 **BONNEVILLE POWER ADMINISTRATION**

7 **BY:** _____

8 **TITLE:** _____

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Exhibit C, Page __ of ____
Service Agreement No. DE-MS79-9_BP__
Customer Name
Effective on 0000 hours on the State Date:

STATEMENT OF SPECIFICATIONS FOR FIRM TRANSMISSION SERVICE

- 1. Term of Transaction:
Start Date: _____
Termination Date: _____
- 2. Description of capacity and/or energy to be transmitted by Bonneville across Bonneville's Federal Columbia River Transmission System (including Control Area in which the transaction originates and to which it is delivered).

- 3. Point(s) of Interconnection:

Receiving Party: _____
- 4. Point(s) of Delivery: _____
Delivering Party: _____
- 5. Maximum amount of capacity and/or energy to be transmitted at each Point of Interconnection and Point of Delivery:

- 6. Designation of Party subject to reciprocal service obligation : _____

- 1 7. Name(s) of any Intervening Systems providing transmission
- 2 service:_____
- 3 8. Transmission Loss factors:_____
- 4 9. Short Distance Discount
- 5 POIs
- 6 PODs
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- 8 10. Facility Costs for which Transmission Customer is responsible.

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APPENDIX C
FORM OF SERVICE AGREEMENT
Short-Term Nonfirm Transmission Service

<u>Article No.</u>	<u>Description</u>	<u>Page No.</u>
1	Scope of Service Agreement	
2	Definitions	
3	Term of Service Agreement	
4	Changes and Payments	
5	Notices	
6	System Operations	
7	Specification for Ancillary Services	
8	Miscellaneous	
Exhibit A	Point-to-Point Service Agreement (Tariff)	
Exhibit B	Application for Short-Term Nonfirm Transmission Service	
Exhibit C	Statement of Services Specifications	
Exhibit D	System Operations Agreement [to be retained or deleted consistent with the results of the separate proceeding to which Bonneville has stipulated and which is incorporated into document TC-96-M-27.]	

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APPENDIX C
FORM OF SERVICE AGREEMENT
SHORT-TERM NONFIRM TRANSMISSION SERVICE

This Short-Term Nonfirm Transmission Service Agreement is made and entered into this ____ day of _____, _____, by and between the Bonneville Power Administration (hereinafter referred to as “Bonneville”) and _____ (hereinafter referred to as "the Transmission Customer"). The Transmission Customer and Bonneville are sometimes referred to individually as “Party” and collectively as “Parties”, as the context suggests below.

WITNESSETH

WHEREAS, the Parties are interconnected directly or through their Designated Agent(s) with each other and/or with other electric utility systems; and

WHEREAS, Bonneville provides Nonfirm Transmission Service under Bonneville’s Point-to-Point Tariff; and

WHEREAS, the Transmission Customer desires to receive Short-Term Nonfirm Transmission Service under the Point-to-Point Tariff; and

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, the Parties do agree as follows:

18

1 **Scope of Service Agreement**

2 **1.1 Terms and Conditions** - The terms and conditions under which the Point-to-Point
3 Transmission Service is offered and accepted are pursuant to this Agreement and to the
4 Point-to-Point Transmission Service Tariff. The Tariff in effect at the time of execution
5 of this Agreement is hereby incorporated by this reference and made a part of this
6 Service Agreement as Exhibit “A”. Unless otherwise mutually agreed in writing by the
7 Parties, Bonneville may change the terms and conditions of the Tariff upon, and only
8 upon, a determination by the Commission that such change is just and reasonable and
9 not unduly discriminatory or preferential.

10 **1.2 Application** - The Application for Short-Term Nonfirm Point-to-Point Transmission
11 Service requested by the Transmission Customer and accepted by Bonneville for this
12 Service Agreement is hereby incorporated by this reference and made a part of this
13 Service Agreement as Exhibit “B”.

14 **1.3 Statement of Service Specifications** - The Statement of Service Specifications for
15 Short-Term Nonfirm Point-to-Point Transmission Service under this Service Agreement
16 requested by the Transmission Customer and accepted by Bonneville are hereby
17 incorporated by reference and made a part of this Service Agreement as Exhibit “C”.

18 **ARTICLE II**

19 **Definitions**

20 Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in
21 the Tariff.

22 **ARTICLE III**

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Term of the Service Agreement

3.1 Effective Date - Service under this Agreement shall commence and terminate as specified in the Statement of Specifications for Short-Term Nonfirm Transmission Service, Exhibit C.

ARTICLE IV

Charges and Payments

The Transmission Customer shall compensate Bonneville for Short-Term Nonfirm Transmission Service provided hereunder at the then effective rate(s) and render payment in accordance with Section 20 of the Point-to-Point Tariff.

4.1 Charges for Transmission Service - The Transmission Customer shall pay Bonneville the following charges for Short-Term Nonfirm Transmission Service provided hereunder pursuant to Commission pricing policy.

4.2 Billing and Payment - Bills for all services provided under this Service Agreement shall be rendered monthly by Bonneville and all such bills shall be due and payable in accordance with Section 20 of this Tariff.

1 **ARTICLE V**

2 **Notices**

3 **5.1 Notices Relating to Provision of Service Agreement** - Any notice, request,
4 demand or statement which may be given to or be made upon either Party by the other
5 party under any of the provisions of this Service Agreement, except those specified in
6 paragraph 6.2 below, shall be in writing and shall be considered delivered when either
7 personally delivered to the following or deposited in the mail postage prepaid and
8 properly addressed to the following:

9 If the notice is to the Transmission Customer:

10 Title

11 Transmission Customer Name

12 Address

13 If the notice is to Bonneville:

14 Title

15 Bonneville Power Administration

16 Address

17 **5.2 Notices of an Operating Nature** - Any notice, request or demand pertaining to
18 matters of an operating nature, exclusive of requests for additional or modified
19 transmission service under this Tariff, shall be sufficient if given in writing, by telephone,
20 by facsimile, or orally in person to the person designated in writing by the Party as its
21 representative for such purposes, provided that should the same not be in writing,

1 confirmation thereof shall be made in writing as soon as reasonably practicable
2 thereafter, upon request of the Party being served.

3 **ARTICLE VI**

4 **Specifications for Ancillary Services**

5 **ARTICLE VII**

6 **Miscellaneous**

7 **8.1 Interconnection with Other Systems** - Nothing contained in this Service Agreement
8 shall restrict or limit either Party from establishing, altering or terminating interconnection
9 points with any entity not a party to this Service Agreement or amending or entering into
10 such agreements.

11 **8.2 Governing Law** - This Service Agreement shall be interpreted, construed and
12 enforced in accordance with federal law.

13 **8.3 Amendments** - This Service Agreement may be amended upon mutual agreement of
14 the Parties, which amendment shall be reduced to writing and executed by both Parties.
15 Bonneville may change rates pursuant to applicable law and procedures. Bonneville
16 may also change system loss factors and other technical and measurable system factors
17 to account for changes in system conditions. The Transmission Customer may use the
18 dispute resolution procedures available under this contract to challenge such changes.

1 **8.4** **Severability** - In the event any of the terms, covenants or conditions of this Service
2 Agreement, or any amendment hereto, or the application of such terms, covenants or
3 conditions shall be held invalid as to any Party or circumstance by the Commission or
4 by any court having jurisdiction, all other terms, covenants and conditions of this Service
5 Agreement or any amendment hereto and their application shall not be affected thereby
6 and shall remain in full force and effect.

7 **8.5** **Computation of Time** - On computing any period of time prescribed or allowed by
8 this Service Agreement, the day of the act, event or default from which the designated
9 period of time begins to run shall not be included. The last day of this period so
10 computed shall be included unless it is a Saturday, Sunday or legal holiday, in which
11 event the period shall run until the end of the next business day which is neither a
12 Saturday, Sunday or legal holiday. For purposes of the administration of this Service
13 Agreement, Pacific Time shall be used.

14 **8.6** **No Third Party Beneficiaries** - This Service Agreement creates rights and
15 obligations only between the Parties hereto. The Parties hereto expressly do not intend
16 to create any obligation or promise of performance to any other third person or entity
17 nor have the Parties conferred any right or remedy upon any third person or entity other
18 than the Parties hereto, their respective successors and assigns to enforce this
19 Agreement.

20 **8.7** **Waivers** - Any waiver at any time by either party of its rights with respect to a default
21 under this Service Agreement, or with respect to any other matter arising in connection

1 with this Service Agreement, shall not be deemed a waiver with respect to any other or
2 subsequent default or matter.

3 **8.8 Successors and Assigns** - This Service Agreement shall inure to the benefit of and
4 be binding upon the Parties and their respective successors and assigns.

5 **8.9 Service Agreement Governs** - In the event of any irreconcilable difference between
6 the Tariff and this Agreement, the language of this Agreement shall govern.

7 **8.10 Entire Agreement** - This Service Agreement constitutes the entire agreement
8 between the Parties with respect to the subject matter hereof, and there are no other
9 understandings or agreements between the Parties with respect thereof.

10 **IN WITNESS WHEREOF**, the duly authorized representatives of Bonneville and the
11 Transmission Customer have executed this Agreement as of the date first above written.

12 **TRANSMISSION CUSTOMER**

13 **BY:** _____

14 **TITLE:** _____

15 **BONNEVILLE POWER ADMINISTRATION**

16 **BY:** _____

17 **TITLE:** _____

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Exhibit C, Page __ of ____
Service Agreement No. DE-MS79-9_BP__
Customer Name
Effective on 0000 hours on the State Date:

STATEMENT OF SPECIFICATIONS FOR SHORT-TERM NONFIRM
TRANSMISSION SERVICE

- 1. Term of Transaction:
 Start Date: _____
 Termination Date: _____
- 2. Description of capacity and/or energy to be transmitted by Bonneville across
 Bonneville' s Federal Columbia River Transmission System (including Control Area in
 which the transaction originates and to which it is delivered).

- 3. Point(s) of Interconnection:

 Receiving Party: _____
- 4. Point(s) of Delivery: _____
 Delivering Party: _____
- 5. Maximum amount of capacity and/or energy to be transmitted at each Point of
 Interconnection and Point of Delivery:

- 6. Designation of Party subject to reciprocal service obligation : _____
- 7. Name(s) of any Intervening Systems providing transmission
 service: _____

8. Transmission Loss factors: _____

APPENDIX D

**METHODOLOGY FOR COMPLETING A
SYSTEM IMPACT STUDY**

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4 Bonneville will complete a System Impact Study to assess the service requested consistent with the
5 criteria outlined in Bonneville's annual FERC Form 715 submittal and consistent with Good Utility
6 Practice and the standards, criteria and requirements of NERC, WSCC, NWPP, Bonneville and any
7 applicable RTA. Computer models (powerflow, transient stability and short circuit) of the system will
8 be used to simulate the behavior of the system under normal and outage conditions. The studies will
9 consider different plausible scenarios and operating conditions and often may consider more than one
10 season. The kinds of system problems identified will be equipment overloads, voltage concerns, and
11 stability issues.

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APPENDIX E

ANCILLARY SERVICES

Schedule 1

Scheduling and Dispatch

Scheduling and Dispatch provides all scheduling and dispatching activities directly related to transmission scheduling and transmission dispatching of Bonneville's transmission system. These activities include: prescheduling of available Bonneville transmission capacity; real-time scheduling of available Bonneville transmission capacity; dispatch of Bonneville's transmission system; confirmation and verification of individual transmission schedules, including preschedules, after-the-fact or real time changes, scheduling return energy associated with losses, and net interchange between control areas.

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APPENDIX E

ANCILLARY SERVICES

Schedule 2

Control Area Reserves for Resources

Control Area Reserves for Resources provides for the generation following needs and operating reserve obligations required to operate a resource located within Bonneville's control area. Control Area Reserves for Resources provide backup service, including regulating margin, spinning and non-spinning operating reserves and frequency control services for the remainder of the delivery hour when the resource incurs a forced outage. It does *not* provide for backup service for a forced outage period *longer than 60 minutes.*

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APPENDIX E

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ANCILLARY SERVICES

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Schedule 3

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Control Area Reserves for Interruptible Purchases

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Control Area Reserves for Interruptible Purchases provides the Non-Spinning Operating Reserves

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necessary to cover the Non-Spinning Operating Reserve obligation associated with Customer

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purchases from outside the Bonneville Control Area whose energy or transmission components are

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defined as interruptible during the hours of delivery.

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APPENDIX E

ANCILLARY SERVICES

Schedule 4

Load Regulation

Load Regulation provides regulation of the supply of firm power to follow variations in loads within Bonneville' s control area, on an instantaneous or second by second basis *within* the hour. The amount of Load Regulation provided is related to the customer' s retail load variations. The generation-following component of Control Area Reserves for Resources provides an analogous service for generating plants within Bonneville' s control area.

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APPENDIX E

ANCILLARY SERVICES

Schedule 5

Transmission Losses

- (a) Transmission Losses are power losses associated with transmission service where the customer elects to purchase the loss amounts from Bonneville. Losses are defined here as the amount of electric power dissipated during transmission and replaced by Bonneville's power.
- (b) The Transmission Customer may elect to purchase or return losses. The choice can be made with one month's notice but not more frequently than once every 12 months.
- (c) Currently, losses are calculated after the fact. Bonneville shall provide Transmission Customers the opportunity to schedule concurrent losses within two (2) years of the effective date of this Tariff.

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APPENDIX E

ANCILLARY SERVICES

Schedule 6

Energy Imbalance

Energy Imbalance Service is provided when a difference occurs between the hourly scheduled amount and the hourly metered (actual delivered) amount associated with transmission of power on the Federal Columbia River Transmission System to a load located in Bonneville's Control Area or from a generation resource located within Bonneville's Control Area. Bonneville shall allow an Energy Imbalance Band of +/- 1.5 percent of the schedule (with a required minimum band of +/- one megawatt) to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transmission to loads or from resources located in Bonneville's Control Area.

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APPENDIX F

**INDEX OF CUSTOMERS UNDER POINT-TO-POINT
TRANSMISSION SERVICE TARIFF**

Customer Date of Service Agreement

