

REPLACEMENT SERVICE AGREEMENT
for
POINT-TO-POINT
TRANSMISSION SERVICE
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
FULL NAME OF CUSTOMER

1. This REPLACEMENT SERVICE AGREEMENT (**Agreement**), dated as of _____, is entered into, by and between the Bonneville Power Administration Transmission Business Line (**Transmission Provider**) and Customer Name (**Transmission Customer**). This Agreement replaces in its entirety the Service Agreement between Transmission Provider and Transmission Customer dated _____, contract number _____.
2. The Transmission Customer has been determined by the Transmission Provider to be eligible as of the effective date of this Agreement for Point-to-Point Transmission Service under the Transmission Provider's Open Access Transmission Tariff (Tariff).
3. Service under this Agreement shall commence on October 1, 2003. Service under this Agreement shall terminate on September 30, 2023, or on such earlier date as mutually agreed upon by the parties.
4. The Transmission Provider shall provide firm transmission service over its Transmission System to the Transmission Customer for the delivery of capacity and energy from its Points of Receipt to its Points of Delivery in amounts not to exceed its Reserved Capacity in accordance with the Tariff and the terms and conditions of this Agreement. Transmission Provider shall plan, maintain, operate and construct the Transmission System that is sufficient to provide such firm transmission service over the Transmission System.
5. Notwithstanding any provisions of the Tariff to the contrary, as such Tariff may be amended or revised from time to time, for the term of this Agreement the Transmission Provider shall provide to the Transmission Customer Point-to-Point Transmission Service that conforms in all respects to the following provisions:

- a. **Point-To-Point Service.** The Transmission Provider agrees to provide Long-Term Firm Point-to-Point Transmission Service between designated Point(s) of Receipt and Point(s) of Delivery up to the amount of Reserved Capacity as provided in Exhibit A to this Agreement.
- b. **Uniform Pricing.** Service to Point(s) of Receipt and Point(s) of Delivery designated in this Agreement, and service to Points of Receipt and Points of Delivery designated in all other Service Agreements for Firm Point to Point Service, other than service to such Point(s) of Receipt and/or Point(s) of Delivery for which a Transmission Customer has agreed to pay the costs of additional facilities to obtain an increase in Reserved Capacity, shall be priced on a rolled in basis without regard to geographic location.
- c. **System Point of Receipt.** The Transmission Customer shall have the right to submit transmission schedules for deliveries of federal power from the Federal Columbia River Power System (“FCRPS”) using the FCRPS as a single Point of Receipt (“System Point of Receipt”), and shall not be required to specify Points of Receipt for individual federal generating resources.
- d. **Changes to Point(s) of Receipt and/or Point(s) of Delivery Within Reserved Capacity.** Transmission Customer may request changes to Point(s) of Receipt and/or Point(s) of Delivery on a firm or non-firm basis. Such requests for changes on a firm basis shall be granted at no additional charge up to the Transmission Customer’s Reserved Capacity if the Transmission System is not oversubscribed at the requested Point(s) of Receipt and/or Point(s) of Delivery. For such requested changes for a duration of less than one year, the Transmission Customer will retain the right to revert the right to revert to the Point(s) of Receipt and/or Point(s) of Delivery in effect prior to the requested change. To the extent that the Transmission System is oversubscribed at the Point(s) of Receipt and/or Point(s) of Delivery requested on a firm basis, the Transmission Customer may elect to receive non-firm transmission service at the requested Point(s) of Receipt and/or Point(s) of Delivery at no additional charge up to its Reserved Capacity. The Transmission Customer will pay any administrative charge assessed by the Transmission Provider to process such request by Transmission Customer.
- e. **Changes to Point(s) of Receipt and/or Point(s) of Delivery in Excess of Reserved Capacity.** Transmission Customer may request Point to Point Transmission Service in excess of its Reserved Capacity at Point(s) of Receipt and/or Point(s) of Delivery on a non-firm basis. Such requests shall be granted if the transmission System is not oversubscribed at the requested Point(s) of receipt and/or Point(s) of Delivery, and Transmission Customer shall pay the applicable rate for such service.
- f. **Contiguous Points of Delivery.** Transmission Customer may utilize contiguous Points of Delivery in accordance with the standards for establishing contiguous Point(s) of Delivery set forth in Exhibit C.

- g. **Increase to Reserved Capacity.** Transmission Customer may request and Transmission Provider shall approve increases in the amount of Reserved Capacity if the Transmission System is not oversubscribed at the Point(s) of Receipt and/or Point(s) of Delivery at which the increased Reserve Capacity is requested. In the event that the Transmission System is oversubscribed at or between the Point(s) of Receipt and/or the Point(s) of Delivery at which the increase in Reserved Capacity is requested, the Transmission Customer shall have the option of agreeing to pay the costs of installing the necessary Transmission System facilities to accommodate such request, in accordance with the provisions of the then applicable Tariff. Upon such agreement by the Transmission Customer, the request for increased Reserved Capacity shall be approved subject to the installation of such facilities necessary to accommodate the request for increased Reserve Capacity.
- h. **Changes to Pre-Schedules.** Transmission Customer may revise without penalty its transmission preschedule until as close to the delivery hour as practicable in order to better match resource dispatch and actual load. Transmission Provider and Transmission Customer shall use best efforts to establish and maintain scheduling protocols that permit Transmission Customer to revise its preschedule without penalty after the close of the preschedule window and as close as practicable to the delivery hour.
- i. **Dynamic Scheduling.** The Transmission Customer shall have the right to use Dynamic Scheduling, subject only to reasonable technical conditions to ensure safety and reliability.
- j. **Redispatch.** Absent the express agreement of the Transmission Provider and the Transmission Customer to do so, the Transmission Customer shall have no obligation to redispatch any of its owned, leased or purchased resources at the direction of the Transmission Provider.
- k. **Congestion Cost.** The Congestion Costs and Redispatch Costs incurred by the Transmission Provider shall not be included in the costs allocated to the rates for Point to Point Service, nor shall such costs be directly assigned to the Transmission Customer who is taking transmission service within its Reserved Capacity.
- l. **Self-Supply of Ancillary Services.** Transmission Customer will be entitled to self supply services that are designated as Ancillary Services pursuant to the then applicable Tariff, subject only to reasonable technical requirements that are necessary to ensure safety and reliability. The Ancillary Services that the Transmission Customer has elected to self-supply are set forth on Table 3 of Exhibit A.
- m. **Generation Imbalance. [RESERVED]**
- n. **Real Power Losses.** The Transmission Customer is responsible for replacing for real power losses resulting from the Point-To-Point Transmission Service provided by the Transmission Provider pursuant to this Agreement and the Tariff. The Transmission Customer may replace such losses by purchasing such losses from the Transmission

Provider, if the Transmission Provider offers such service, provision by a third party, or by scheduling back to the Transmission Provider such real transmission losses 168 hours after time of delivery of the power for which loss compensation is required. The Transmission Customer may change the method for providing real transmission losses no more frequently than once each quarter upon written notice to the Transmission Provider.

To determine the real power losses associated with service under this Agreement, the Transmission Provider shall separately calculate the average loss factor associated with the following four segments of the Transmission System: Network, Utility Delivery, DSI Delivery, and Southern Intertie. Such average loss factors will be calculated or estimated for all transactions taking place on an annual basis on each segment, and will be expressed as a uniform percentage applicable to the energy (kWh) delivered under this Agreement. Real power losses will be charged based on this uniform percentage basis.

- o. **Blind Assignment.** Transmission Customer may make all or any portion of its Reserved Capacity available to other parties by submitting to Transmission Provider schedules for the transfer of power to which the Transmission Customer does not hold title, and such schedules shall be treated in all respects in the same manner as schedules for power for which the Transmission Customer holds title.
- p. **Reservation Priority.** Except for those firm service customers who have entered into agreements limiting their rights upon the expiration, roll over or renewal of their contract, existing firm service customers (wholesale requirements and transmission-only, with a contract term of more than one-year), have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase capacity and energy from the Transmission Provider or elects to purchase capacity and energy from another supplier. If at the end of the contract term, the Transmission Provider's Transmission System cannot accommodate all of the requests for transmission service the existing firm service, Transmission Customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current just and reasonable rate, as approved by the Commission, for such service. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of one-year or longer.
- q. **Participation in Markets.** The Transmission Provider shall take no action nor adopt any policy that requires or prohibits either directly or as a condition of obtaining service under this Agreement the Transmission Customer to participate in energy markets operated by a regional transmission organization, or similar entity.
- r. **Incorporation of 2001 Tariff Provisions by Reference.** Sections 13.6, 33.4 and 33.5 of the Transmission Provider's Open Access Transmission Tariff effective October 1, 2001, are hereby incorporated by reference into this Agreement as if fully set forth herein.

6. **Conflict Between Agreement and Tariff.** In the event of a conflict between the provisions of this Agreement and the Tariff, the provisions of this Agreement shall prevail.

7. **Amendments to the Agreement.**

- a. No oral or written amendment, rescission, waiver, modification, or other change of this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of Transmission Provider and Transmission Customer.
- b. The Transmission Provider or the Transmission Customer may, at any time, propose to amend Section 5 of this Agreement. Such proposed amendment shall be offered to all Transmission Customers with Replacement Service Agreements for Point-to-Point Transmission Service. If two thirds or more of such customers concur with the proposed amendment, the proposed amendment shall apply to the Transmission Customers who have executed such an amendment to the Point-to-Point Replacement Service Agreements. If two-thirds of the customers do not concur, then the amendment will be withdrawn.
- c. Exhibits A and C may only be revised upon the mutual agreement of the Transmission Provider and the Transmission Customer. Exhibit B shall be revised in accordance with the terms thereof.

8. **Dispute Resolution Procedures.**

- a. **Internal Dispute Resolution Procedures.** Any dispute between a Transmission Customer and the Transmission Provider involving Transmission Service under the Tariff (excluding applications for rate changes or other changes to the Tariff, or to any Service Agreement entered into under the Tariff, which shall be presented directly to the Commission for resolution) shall be referred to a designated senior representative of the Transmission Provider and a senior representative of the Transmission Customer for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days [or such other period as the Parties may agree upon] by mutual agreement, such dispute shall be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.
- b. **External Arbitration Procedures.** Any arbitration arising under this Agreement shall be resolved by binding arbitration conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard

and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

- c. **Arbitration Decisions.** Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and any Service Agreement entered into under the Tariff and shall have no power to modify or change any of the above in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act and/or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service or facilities.
 - d. **Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:
 - (1) The cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or
 - (2) One half the cost of the single arbitrator jointly chosen by the Parties.
 - e. **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.
9. Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated in Exhibit B.
10. The Tariff, Exhibit A (Specifications for Long-Term Firm Point-To-Point Transmission Service), and Exhibit B (Notices), are incorporated herein and made a part hereof. Capitalized terms not defined in this Agreement are defined in the Tariff.
11. This Agreement shall be interpreted, construed, and enforced in accordance with Federal law.
12. This Agreement shall inure to the benefit of and be binding upon the Transmission Provider and the Transmission Customer and their respective successors and assigns.
13. Any waiver at any time by either the Transmission Provider or the Transmission Customer of their rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter.

14. The Transmission Customer and the Transmission Provider agree that provisions of Section 3201(i) of Public Law 104-134 (Bonneville Power Administration Refinancing Act) are incorporated in their entirety and hereby made a part of this Service Agreement.
15. The Transmission Provider shall make available to the Transmission Customer any memoranda, agreements, letters of understanding or similar documents between the Transmission Provider and the BPA Power Business Line that deal with the operation of federal power resources, including without limitation for the purposes of redispatch and congestion management, and the operation of the FCRPS, including without limitation the allocation of Transmission System capacity.
16. Transmission Provider and Transmission Customer agree that due to the unique nature of this Agreement, there is no adequate remedy at law for a breach of this Agreement, and further agree that the provisions of this Agreement are enforceable by specific performance and/or mandamus.
17. For purposes of this Agreement, the following definitions shall apply:
 - a. **Congestion Costs.** The costs of moving power across a transmission path during a period when the amount of power scheduled across such path exceeds the capability of the path to transfer such power, and includes but is not limited to redispatch and load-shedding.
 - b. **Dynamic Schedule.** A Dynamic Schedule is a telemeter reading or value which is updated in real time and which is used as a schedule in the Automatic Generation Control (AGC) and Area Control Error (ACE) equation of the BPA-TBL and the integrated value of which is treated as a schedule for interchange accounting purposes. One-way Dynamic Schedules are commonly used for scheduling remote generation or remote load to or from another Control Area. Two-way Dynamic Schedules are commonly used to provide supplemental regulation or operating reserve support from one entity to another, usually between Control Areas. The Receiving party sends the Delivering Party a requested dynamic Schedule (the first part of the two-way schedule). The Delivering party then responds with the official Dynamic Schedule of what actually is delivered to the Receiving party (the second part of the two-way schedule).
 - c. **Long Term Firm Point-To-Point Transmission Service.** Firm Point-to-Point Service under the Tariff and this Agreement with a term of one year or more.
 - d. **Non-firm Point-to-Point Service.** Point-To-Point Transmission Service under the Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption under the applicable provisions of the Tariff and this Agreement. Non-Firm Point-To-Point Transmission Service is available on a stand-alone basis for periods ranging from one hour to one month.
 - e. **Point(s) of Delivery.** Point(s) on the Transmission Provider's Transmission System, or points on other utility systems pursuant to the Tariff, where capacity and energy transmitted by the Transmission Provider will be made available to the Receiving Party

under the Tariff and this Agreement. The Point(s) of Delivery are specified in Exhibit A of this Agreement.

- f. **Point(s) of Receipt.** Point(s) of interconnection on the Transmission Provider's Transmission System where capacity and energy will be made available to the Transmission Provider by the Delivering Party under the Tariff and this Agreement. The Point(s) of Receipt are specified in Exhibit A of this Agreement.
- g. **Point-to-Point Transmission Service.** The reservation and transmission of capacity and energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under the Tariff and this Agreement.
- h. **Redispatch Costs.** The costs of moving power across a transmission path during a period when the amount of power scheduled across such path exceeds the capability of the path to transfer such power by paying generation owners to increase and/or decrease the operating levels at which generating resources on either side of the transmission constraint.
- i. **Transmission System.** The facilities leased, owned, controlled or operated by the Transmission Provider that are used to provide transmission service under the Tariff and this Agreement, and including at a minimum the facilities that comprise the "Federal transmission system" as that phrase is used in P.L. 93-454.

18. The following terms shall have the meaning ascribed to them in the Bonneville Power Administration Open Access Transmission Tariff effective October 1, 2001:

Ancillary Services
Control Area
Curtailment
Eligible Customer
Good Utility Practice
Native Load Customers
Reserved Capacity
Transmission Provider

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

CUSTOMER NAME

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By: _____

Name: _____

Name: _____

(Print/Type)

Title: _____

Date: _____

(Print/Type)

Title: Transmission Account Executive

Date: _____

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

**TABLE 1
REQUEST FOR TRANSMISSION SERVICES**

The OASIS Assignment Reference Number (ARef) is: _____¹

1. TERM OF TRANSACTION

Start Date: at 0000 hours on October 1, 2003.

Termination Date: at 0000 hours on September 30, 2023.

(Roll-over Rights definition place holder)

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

Delivering Party (Resource)	POR Name & Voltage	POR Control Area	Reserved Capacity (kW)	POD Name & Voltage	POD Control Area	Reserved Capacity (kW)	Receiving Party
				Contiguous PODs ²			

Total Reserved Capacity

3. POINT(S) OF RECEIPT

[The following, 3(a) – 3(l), is a list of PBL POR location/descriptions and associated voltage(s) that may be included in the customer’s request if they have PBL purchases. If they are not included in the request, delete the nonapplicable ones.]

(a) **Bonneville**

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

¹ To be assigned.

² [Identify Contiguous PODs]

Voltage: 115 and 230 kV.

(b) **Chief Joseph**

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

Voltage: 230 and 500 kV.

(c) **Columbia Generating Station**

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

Voltage: 500 kV.

(d) **Grand Coulee**

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

Voltage: 230 and 500 kV.

(e) **John Day**

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

Voltage: 500 kV.

(f) **McNary**

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

Voltage: 115 and 230 kV.

(g) **The Dalles**

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

Voltage: 115 and 230 kV.

(h) **Ice Harbor**

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

Voltage: 115 kV.

(i) **Little Goose**

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

Voltage: 500 kV.

(j) **Lower Granite**

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

Voltage: 500 kV.

(k) **Lower Monumental**

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

Voltage: 500 kV.

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

Location:

Voltage:

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

- (x) **Albeni Falls**[new paragraph]**Location:** the point in the Transmission Provider’s Albeni Falls Substation where the 115 kV line integrating the output of the Albeni Falls Powerhouse connects to the 115 kV bus; [new paragraph]**Voltage:** 115 kV.
- (x) **Anderson Ranch**[new paragraph]**Location:** the point in the Transmission Provider’s Mountain Home Jct. No. 1 Substation where the 138 kV facilities integrating the output of the Anderson Ranch Powerhouse connect; [new paragraph]**Voltage:** 138 kV.
- (x) **Big Cliff**[new paragraph]**Location:** the point in the Transmission Provider’s Santiam Substation where the 230 kV line integrating the output of the Big Cliff powerhouse connects to the 230 kV bus; [new paragraph]**Voltage:** 230 kV.
- (x) **Chandler**[new paragraph]**Location:** the point in the Transmission Provider’s Grandview – Richland No. 1 transmission line, between structures 14/5S and 14/6S, where the 115 kV line integrating the output of the Chandler Powerhouse connects to the 115 kV transmission line; [new paragraph]**Voltage:** 115 kV.
- (x) **Cougar**[new paragraph]**Location:** the point in the Transmission Provider’s Cougar – Thurston No. 1 transmission line, near structure 2/3, where the 115 kV line integrating the output of the Cougar Powerhouse connects; [new paragraph]**Voltage:** 115 kV.
- (x) **Detroit**[new paragraph]**Location:** the point in the Transmission Provider’s Santiam Substation where the 230 kV line integrating the output of the Detroit Powerhouse connects to the 230 kV bus; [new paragraph]**Voltage:** 230 kV.
- (x) **Dexter**[new paragraph]**Location:** the point in the Transmission Provider’s Dexter tap line, between structures 3/4S and 3/5S on the Lookout Point - Alvey No. 1 transmission line, where the 115 kV line integrating the output of the Dexter Powerhouse connects; [new paragraph]**Voltage:** 115 kV.
- (x) **Dworshak**[new paragraph]**Location:** the point in the Transmission Provider’s Dworshak Substation where the 500 kV line integrating the output of the Dworshak Powerhouse connects to the 500 kV terminal and the point where the Dworshak Powerhouse connects to the 115 kV Dworshak Powerhouse – Orofino No. 1 115 kV transmission line; [new paragraph]**Voltage:** 500 kV and 115 kV.
- (x) **Foster**[new paragraph]**Location:** the point in the Transmission Provider’s 115 kV tap line from the Albany – Green Peter transmission line, near structure 7/1, where the 115 kV line integrating the output of the Foster Powerhouse connects; [new paragraph]**Voltage:** 115 kV.

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

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

4. POINT(S) OF DELIVERY

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

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

Location: X;

Voltage: kV;

Metering: X;

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

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

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

(b)

For purposes of this section 4(b) the following definitions shall apply:

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

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

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

Location: X;

Voltage: kV;

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

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

Metering Loss Adjustment: X;

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

[Customer specific information shall be provided in sections 5.0-8.0]

5. MAXIMUM AMOUNT OF CAPACITY AND ENERGY TO BE TRANSMITTED (RESERVED CAPACITY):

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

[Insert name of Transmission Customer.]

7. NAMES OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE

[If not applicable insert “None”.]

8. SERVICE AGREEMENT CHARGES

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

(a) Transmission Charge

PTP-02 Rate Schedule or successor rate schedules.

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

(1) Reservation Fee

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

Within 30 days after the Transmission Customer signs this Service Agreement, the first annual nonrefundable reservation fee of \$xxx,xxx shall be paid to the Transmission Provider. For the second and any subsequent reservation fees, the Transmission Provider will bill the Transmission Customer 30 days prior to their due date. If the deferral or extension of service spans two or more rate periods, the reservation fee will be based on the PTP, IS Rate in effect at the time each payment is due. The Reservation Fee is based on the PTP, IS Rate only and does not include either of the two Ancillary Services that the Transmission Customer is obligated to purchase from the Transmission Provider.

(2) Short Distance Discount (SDD)

Not applicable. [If applicable, delete “Not applicable”.]

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

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

9. OTHER PROVISIONS SPECIFIC TO THIS SERVICE AGREEMENT

Prior Agreements superseded by this Agreement include (list).

TABLE 2
DIRECT ASSIGNMENT AND USE-OF-FACILITIES CHARGES

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

1. DIRECT ASSIGNMENT FACILITIES CHARGES

List the charges here.

2. USE-OF-FACILITIES CHARGES

Calculation of Charges Pursuant to the UFT-02 Rate Schedule³

Facility	<u>Investment</u>	<u>I&A Annual Cost Ratio</u>	<u>I&A Annual Cost</u>	<u>O&M Annual Cost</u>	<u>Sum of Non-Coincidental Demands</u>	<u>\$/kW/yr</u>
Substation	\$	%	\$	\$	kW	\$
X	X	X	X	X	X	X

Total UFT Charge⁴ = \$###/kW/mo

³ UFT-02 Rate Schedule or successor rate schedules.

⁴ This charge may be revised annually to reflect changes in:
 (1) the yearly noncoincidental demands on the facility under this Service Agreement and other agreements;
 (2) I&A annual cost ratios;
 (3) O&M annual costs; and
 (4) investments in facilities.

**TABLE 3
ANCILLARY SERVICE CHARGES**

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

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

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

⁵ Energy Imbalance service is not applicable to BPA requirements customers; or not applicable because Transmission Customer serves no load in the Transmission Provider’s Control Area.

**EXHIBIT B
NOTICES**

1. NOTICES RELATING TO PROVISIONS OF THE SERVICE AGREEMENT

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

If to the Transmission Customer:

If to the Transmission Provider:

Customer Name

Bonneville Power Administration

Address

P.O. Box 491

City State

Vancouver, WA 98666-0491

Attention: *[Name of Customer Contact]*

Attention: Transmission Account

Title:

Executive for *[Customer Name]* –

Phone: () ___-____

TM/Ditt2

Fax: () ___-____

Phone: (360) 418-____

Fax: (360) 418-____

2. NOTICES OF AN OPERATING NATURE

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

If to the Transmission Customer:

If to the Transmission Provider:

Customer Name

Bonneville Power Administration

Address

Address

City State

City State

Attention: *[Name of Customer Contact]*

Attention: Name of Contact

Title:

Title:

Phone: () ___-____

Phone: () ___-____

Fax: () ___-____

Fax: () ___-____

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

The Transmission Customer has designated the following scheduling agent.

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

EXHIBIT C
CONTIGUOUS POINT(S) OF DELIVERY

The Transmission Customer's designated contiguous points of delivery are subject to the following terms.

- a. All points of delivery on the delivery side must be interconnected through a transmission or distribution system. If the customer's system is operated normally open, the customer and BPA shall agree to an operating plan for any load shifting between /and/or/among points of delivery in the contiguous set in order to prevent adverse impacts on the reliability of the FCRTS. The points of delivery must be significantly interconnected electrically on both high side and low side.
- b. In the event of a credible outage, each point of delivery within the contiguous set must be capable of providing electric backup service to any other point of delivery of that contiguous set so that retail customers within the load center served by the contiguous set of points of delivery realize no interruption in service. However, if a substation or interconnection serves two or more PODs at different voltage levels and the source is a single transmission line, the PODs may be considered contiguous if there are reasonable technical and/or historical bases for doing so.
- c. All points of delivery in the set of contiguous points of delivery must be located on the same side of a constraint or potential constraint. Shifts in loads from one point of delivery to another point of delivery in the contiguous set may not adversely affect any constraint, such as those posted on BPA's Open Access Same-Time Information System (OASIS).
- d. The Transmission Customer may not direct BPA to deliver a specific amount of demand to a specific point of delivery within the contiguous set of points of delivery. BPA has no obligation to deliver specific amounts to [specific] delivery points that constitute the contiguous set of points of delivery. BPA has no obligation to construct new facilities at or between points of delivery. BPA has no obligation to construct new facilities at or between points of delivery included in the contiguous set of points of delivery as long as BPA can deliver the combined demands to the contiguous sets of points of delivery.[added language for clarity].
- e. All points of delivery within the contiguous set of points of delivery must be in a single Control Area; all power associated with the contiguous set of points of delivery must be scheduled.
- f. All points of delivery associated with the Southern Intertie are specifically excluded from consideration as part of a contiguous set of points of delivery. Big Eddy, John Day, California-Oregon Border, and Nevada-Oregon Border are independent points of delivery.
- g. The utility requesting contiguous points of delivery must be capable of receiving electric service at each of the points of delivery in the contiguous set. If the utility is requesting

contiguous points of delivery in order to deliver to a third party, then that third party must be capable of receiving delivery at each of the points of delivery in the contiguous set.

- h. Where appropriate, the Transmission Customer must agree to use limits on the individual points of delivery included in the contiguous set of points of delivery.
- i. Contiguous points of delivery are granted for real power only. Issues associated with reactive power shall be covered by separate procedures.

These criteria shall be reviewed annually. An individual customer's situation shall be reviewed if there are any changes in how its system is served or impacted by any transmission system conditions. BPA reserves the right to modify any characteristics of a customer's contiguous point of delivery if changes in a system warrant such modification.