

B. FAILURE TO COMPLY PENALTY CHARGE

If a party fails to comply with the BPA-TBL's curtailment, redispatch, or load shedding orders, the party will be assessed the Failure to Comply Penalty Charge.

Parties who are unable to comply with a curtailment, load shedding, or redispatch order due to a force majeure on their system will not be subject to this penalty provided that they immediately notify the BPA-TBL of the situation upon occurrence of the force majeure.

1. RATE

The rate shall be the highest of:

- a.** 100 mills per kilowatthour;
- b.** any costs incurred by the BPA-TBL in order to manage the reliability of the FCRTS due to the failure to comply;
- c.** an hourly market price index plus 10%.

The hourly market price index will be the larger of the California ISO Ex-Post Supplemental Energy Price or the Dow Jones Mid-Columbia Firm Index Price for the hour(s) when the failure to comply occurred.

2. BILLING FACTORS

The Billing Factor shall be the kilowatthours that were not curtailed or redispatched in any of the following situations:

- a.** Failure to shed load when directed to do so by BPA-TBL in accordance with the Load Shedding provisions of the Open Transmission Tariff or any other applicable agreement between the parties. This includes failure to shed load pursuant to such orders within the time period specified by the North American Electric Reliability Council (NERC), Western Electricity Coordinating Council (WECC), or Northwest Power Pool (NWPP) criteria.
- b.** Failure of a generator in the BPA Control Area or which is directly interconnected to the FCRTS to change generation levels when directed to do so by the BPA-TBL. This includes failure to change generation levels pursuant to such orders within the time period specified by NERC, WECC, or NWPP criteria.
- c.** Failure to curtail or redispatch a reservation or schedule or failure to curtail or redispatch actual transmission use of the Contract or Service Agreement when directed to do so by the BPA-TBL. This includes failure to curtail or redispatch pursuant to such scheduling protocols or orders within the time period specified by NERC, WECC, or NWPP criteria.

B. FAILURE TO COMPLY PENALTY CHARGE (*revisions mode*)

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1. RATE

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The hourly market price index will be the larger of the California ISO Ex-Post Supplemental Energy Price or the Dow Jones Mid-Columbia Firm Index Price for the hour(s) when the failure to comply occurred.

2. BILLING FACTORS

The Billing Factor shall be the kilowatthours that were not curtailed or redispatched in any of the following situations:

- a. Failure to shed load when ~~required~~ directed to do so by BPA-TBL in accordance with ~~as specified by~~ the Load Shedding provisions of the Open Access Transmission Tariff or any other applicable agreement between the parties. This includes failure to ~~respond~~ shed load pursuant to such orders within the time period specified by the North American Electric Reliability Council (NERC), Western Electricity Coordinating Council (WECC), or Northwest Power Pool (NWPP) criteria.
- b. Failure of a generator in the BPA Control Area or which is directly interconnecteds to the FCRTS to change generation levels when directed to do so by the BPA-TBL. This includes failure to change generation levels pursuant to such orders ~~respond~~ within the time period specified by NERC, WECC, or NWPP criteria.
- c. Failure to curtail or redispatch a reservation or schedule or failure to curtail or redispatch actual transmission use of the Contract or Service Agreement when directed to do so by the BPA-TBL. This includes failure to curtail or redispatch pursuant to such scheduling protocols or orders within the time period specified by NERC, WECC, or NWPP criteria ~~when directed to do so by the BPATBL.~~

SCHEDULE DEVIATION PENALTY CHARGE PROPOSAL

TBL will give each customer both an Estimated and an Actual schedule account for each Remote Resource (a resource that does not have a direct physical interconnection with the Transmission Customer's main system, but which uses BPA's transmission system and is telemetered into the customer's Control Area). The Estimated account is to be prescheduled, and must be updated by the customer during Realtime if it changes. If the amount in a customer's Estimated schedule account and its Actual schedule account result in a Deviation (defined below), that customer will be assessed the Scheduling Deviation Penalty Charge. If the reason for the Deviation is due to a Force Majeure, as defined in TBL's Open Access Transmission Tariff, on the customer's system, then it will not be subject to this penalty provided that the customer notifies the TBL during the hour the event occurs. The customer must provide subsequent written documentation of the Force Majeure within 7 calendar days.

Remote Resources that are telemetered through TBL are not subject to this penalty charge.

RATE

For each hour, the Deviation is defined as the difference in megawatts (MW) between the Estimated and Actual schedules that is greater than 1) $\pm 7.5\%$ of the Estimated schedule, or 2) ± 10 MW, whichever is larger in absolute value.

The penalty charge will be the PTP Hourly Non-Firm Service Rate multiplied by the Deviation.