

This Template is to be used when Maintenance is performed by BPA for the Customer.

Contract No. ##TX-####

OPERATION AND MAINTENANCE AGREEMENT

executed by the

UNITED STATES OF AMERICA

DEPARTMENT OF ENERGY

acting by and through the

BONNEVILLE POWER ADMINISTRATION

and

CUSTOMER NAME

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This OPERATION AND MAINTENANCE AGREEMENT (Agreement) is entered into by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and **CUSTOMER NAME** (Customer), hereinafter individually referred to as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, the Parties desire to enter into an agreement providing for the operation and maintenance of facilities as detailed in this Agreement, and the Parties desire to provide herein for payment for the operation and maintenance of such facilities;

WHEREAS, the Energy Policy Act of 2005 (Act) authorized the Federal Energy Regulatory Commission to approve Electric Reliability Standards with which users, owners and operators of the bulk power system are required to comply (Electric Reliability Standards);

WHEREAS, BPA will be performing for Customer certain activities that are now subject to the Electric Reliability Standards, and BPA agrees to be retained by Customer to perform and report to Customer on those activities in accordance with the Electric Reliability Standards, and to perform such other activities required of Customer by the Electrical Reliability Standards, and agreed to by BPA and Customer, all as more fully set forth herein;

WHEREAS, Customer is the Registered Entity with compliance responsibility for the Electric Reliability Standards applicable to the facilities described herein;

WHEREAS, BPA is authorized pursuant to law to operate and maintain transmission facilities and to enter into agreements to carry out such authority.

In consideration of the promises and mutual covenants and agreements herein contained, the Parties agree as follows:

1. **TERM OF AGREEMENT**

This Agreement shall become effective at 0000 hours on the date that the Agreement has been signed by both Parties (Effective Date) and shall continue in effect for no longer than 30 years after the Effective Date unless otherwise terminated by the Parties.

This Agreement may be terminated by **X (days/months/years)** prior written notice by either Party.

In the event that the Agreement is terminated, all liabilities incurred hereunder are hereby preserved until satisfied.

2. DEFINITIONS

When used in this Agreement, the following terms have the meaning shown below:

- (a) “Business Day” means any day that is normally observed by the Federal Government as a workday.
- (b) “Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).
- (c) Federal Energy Regulatory Commission (FERC)
- (d) North American Electric Reliability (NERC)
- (e) Western Electric Coordinating Council (WECC)

[The following sentence applies if this O&M Agreement is replacing an existing Agreement(s), otherwise omit:

This Agreement terminates and replaces in its entirety, prior Agreement No.(s) ~~##TX-####~~. All obligations incurred under Prior Agreement(s) shall be preserved until fully satisfied.]

3. EXHIBITS

The following Exhibits are hereby incorporated into and made part of this Agreement:

- (a) Exhibit A Facilities and Equipment Operated and Maintained by BPA
- (b) Exhibit B Substation One-Line Diagrams
- (c) Exhibit C Transmission Line Drawings
- (d) Exhibit D Notices

4. REVISION OF EXHIBITS

- (a) BPA may unilaterally revise Exhibit A pursuant to the notice requirements in Exhibit D to:
 - (1) incorporate FERC-approved changes to Electric Reliability Standards set forth in Exhibit A;
 - (2) document replacement or removal of facilities or equipment undertaken pursuant to Section 7; and
 - (3) incorporate revisions to charges described in Exhibit A.
- (b) BPA may unilaterally revise Exhibit A to incorporate additional Electric Reliability Standards applicable to the equipment and facilities described in Exhibit A. Such revisions shall be effective seven (7) days after Customer receives written notice of such revision from BPA unless Customer provides objection by telephone to BPA within such period followed by written notice of such objection within five (5) days, in which case such revision shall be ineffective.

5. BILLING AND PAYMENT *[BPA Note: BPA is in the process of revising the Billing and Payment section. As we work with each entity, this section will be modified to meet individual needs.]*

- (a) **Billing**

BPA shall bill Customer monthly for all products and services provided during the preceding month(s). BPA may send Customer an estimated bill followed by a final bill. The Issue Date is the date BPA electronically sends the bill to Customer. If electronic transmittal of the entire bill is not practical, BPA shall transmit a summary electronically, and send the entire bill by United States mail.
- (b) **Payment**

Customer shall pay all bills electronically in accordance with instructions on the bill. Payment of all bills, whether estimated or final, must be received by the 20th calendar day after the Issue Date of the bill (Due Date). If the 20th calendar day is a Saturday, Sunday, or federal holiday, the Due Date is the next Business Day.

If Customer has made payment on an estimated bill then:

- (1) if the amount of the final bill exceeds the amount of the estimated bill, Customer shall pay BPA the difference between the estimated bill and final bill by the final bill's Due Date; or

- (2) if the amount of the final bill is less than the amount of the estimated bill, BPA shall pay Customer the difference between the estimated bill and final bill by the 20th calendar day after the final bill's Issue Date.

If the 20th calendar day is a Saturday, Sunday, or federal holiday, the difference shall be paid by the next Business Day.

(c) **Late Payments**

After the Due Date, a late payment charge equal to the higher of:

- (1) the Prime Rate (as reported in the Wall Street Journal or successor publication, in the first issue published during the month in which payment was due) plus 4 percent, divided by 365; or
- (2) the Prime Rate times 1.5, divided by 365;

shall be applied each calendar day to any unpaid balance.

(d) **Termination**

If Customer has not paid its bill in full by the Due Date, it shall have 45 calendar days to cure its nonpayment by making payment, including any late payment charge, in full. If, thereafter, Customer does not provide payment within three (3) Business Days after receipt of an additional written notice from BPA, and BPA determines in its sole discretion that Customer is unable to make the payments owed, then BPA may terminate this Agreement consistent with Section 1. Written notices sent under this Section 5(d) must comply with Exhibit D.

(e) **Disputed Bills**

- (1) If Customer disputes any portion of a charge or credit on Customer's estimated or final bills, Customer shall provide written notice to BPA with a copy of the bill noting the disputed amounts. Notwithstanding whether any portion of the bill is in dispute, Customer shall pay the entire bill by the Due Date.
- (2) Unpaid amounts on a bill (including both disputed and undisputed amounts) are subject to the late payment charges provided above. Notice of a disputed charge on a bill does not constitute BPA's agreement that a valid claim under contract law has been stated.
- (3) If the Parties agree that Customer is entitled to a refund of any portion of the disputed amount, then BPA shall make such refund with simple interest computed from the date of receipt of the disputed payment to the date the refund is made. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or

successor publication in the first issue published during the month in which payment was due) divided by 365.

6. OWNERSHIP OF FACILITIES AND EQUIPMENT

- (a) Unless joint ownership is indicated in Exhibit A, Customer is the sole owner and holds title to all facilities and equipment listed in Exhibit A. When joint ownership is indicated, all jointly owned equipment, facilities, and capital spare parts will be identified as such with co-ownership tags and signs.
- (b) Replacement and removal costs and the proceeds from the disposal of jointly owned facilities will be consistent with the ownership share percentages specified in Exhibit A.

7. OPERATION, MAINTENANCE AND REMOVAL OF CUSTOMER OWNED FACILITIES AND EQUIPMENT BY BPA

- (a) Customer shall grant BPA and its authorized contractors timely access to its facilities. BPA shall comply with Customer's safety and security requirements and shall provide reasonable notice to Customer of any outages of Customer facilities that must be taken to enable BPA to perform its obligations hereunder.
- (b) BPA shall:
 - (1) operate and maintain the Customer owned facilities and equipment described in Exhibit A in the same manner in which BPA operates and maintains similar facilities and equipment owned by BPA, and in accordance with the Electric Reliability Standards listed in Exhibit A, as applicable to such facilities and equipment, including replacements necessary for compliance with such standards, and;
 - (2) operate and maintain BPA's power system control facilities (e.g.: Supervisory Control and Data Acquisition {SCADA}) which are necessary to integrate the Customer owned facilities and equipment described in Exhibit A with BPA's control system and, from time to time when BPA determines it is necessary, modify or replace such BPA power system control facilities.
- (c) Customer shall reimburse BPA for all costs, including replacement parts and labor, that BPA incurs for providing such operation and maintenance specified in Section 7(b)(1), above.

- (d) In the event of a major failure of any of the facilities and equipment described in Exhibit A, the Parties shall use every reasonable effort in good faith to negotiate and execute a mutually acceptable agreement providing for the replacement, repair, or removal of such facilities and equipment with the expenses to be shared by the Parties in accordance with the ownership percentages specified in Exhibit A.
- (e) Customer agrees to share the cost of modifying or replacing any of the power system control equipment associated with the jointly-owned facilities specified in Exhibit A if and when BPA notifies Customer that such action is necessary to make the operation of such facilities compatible with the operation of BPA's facilities. Such costs will be shared in accordance with the ownership percentages specified in Exhibit A. BPA shall provide reasonable written notice to Customer consistent with the availability of facilities and budgetary planning. Any such modification or replacement of power system control equipment will be required only: (1) when BPA, in keeping with prudent utility practice, replaces or modifies similar equipment owned by BPA at the same location; (2) as a part of a programmed project involving a significant portion of BPA's system; or (3) by mutual agreement of the Parties; or (4) for compliance with Electrical Reliability Standards pursuant to Section 7(b)(1), above.
- (f) If requested by Customer or if BPA determines it is necessary, in carrying out its responsibilities under Section 7(b)(1) above, BPA shall, at Customer's expense, remove and return to Customer the salvable facilities and equipment which are owned by Customer as described in Exhibit A. After such removal, BPA may, at Customer's expense, return the BPA facilities altered under the installation contract described in Exhibit A, to the configuration (1) existing before such contract was executed; or (2) as mutually agreed by the Parties.

8. LIABILITY

- (a) If BPA's acts or omissions are responsible in whole or in part for Customer's failure to comply with Electrical Reliability Standards specified in Exhibit A as applicable to the facilities and equipment listed in Exhibit A, BPA shall bear a share of any monetary penalty or cost of non-monetary sanctions based on its comparative fault determined pursuant to Section 10(g).
- (b) Except as specifically provided in Section 8(a) of this Agreement, in no event shall BPA be liable to Customer, its board of directors, officers, employees, agents or representatives for any lost or prospective profits or for any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement.

9. ADDITIONAL COMMITMENTS

- (a) BPA agrees to annually provide to Customer during each Calendar Year (Quarter 4):
 - (1) Letter certifying BPA has operated and maintained equipment listed in Exhibit A at levels sufficient for compliance with standards listed in Exhibit A with respect to the facilities and equipment listed in Exhibit A.
 - (2) Copy of programmatic documentation required by the standards listed in Exhibit A.
 - (3) Copy of records required by the standards listed in Exhibit A.
- (b) At Customer's request, BPA shall provide all items listed in (9)(a) pursuant to Customer's requested deadlines.
- (c) At the Customer's request, BPA shall provide any additional documentation as required by the standards listed in Exhibit A or as required by FERC, NERC or WECC.
- (d) Within 6 months of NERC Board approval, BPA has the obligation to perform analysis of new standards that apply to the facilities described in Exhibit A and of revisions to standards listed in Exhibit A to determine if Exhibit A needs to be revised, amended or terminated.

10. FAILURE TO PERFORM

- (a) If BPA determines that it may not be in compliance with one or more of the requirements in Section 7(b)(1), it shall notify Customer within three (3) Business Days of such determination.
- (b) If Customer determines that any Electric Reliability Standards listed in Exhibit A may have been violated with respect to facilities and/or equipment listed in Exhibit A, Customer will notify BPA.
- (c) Customer will coordinate with BPA to create any Mitigation that Customer prepares for submission to WECC. Customer will submit the mitigation plan and all related, required documentation to WECC.
- (d) Customer will notify BPA within ten (10) business days when a Notice of Alleged Violation (NOAV) is issued pursuant to the Compliance Monitoring and Enforcement Program (CMEP) and provide BPA a copy of the NOAV. BPA shall treat the NOAV as confidential and shall not be disclosed, except to BPA's employees, including executives and managers, legal advisors, consultants, and other representatives on a need to know basis. BPA shall not disclose the NOAV to any other parties without Customer consent.

- (e) Customer will not oppose any attempts by BPA to intervene in CMEP proceedings conducted by FERC, NERC, or WECC.
- (f) Customer shall have the sole discretion to decide whether to proceed through the Settlement Process or the Hearing Process under the CMEP.
- (g) In determining whether and to what extent BPA is responsible for any part of monetary penalties or the cost of non-monetary sanctions imposed with respect to Customer's failure to comply with Electrical Reliability Standards specified in Exhibit A as applicable to the facilities and equipment listed in Exhibit A:
 - (1) The Parties shall use good faith efforts to reach agreement on the proper amount, if any, of the monetary penalty or cost of non-monetary sanctions that should be assumed by BPA due to BPA's comparative fault.
 - (2) If the determination of the amount of monetary penalties or cost of non-monetary sanctions to be assumed by Customer and BPA is not resolved after good faith efforts of the Parties to reach a resolution, the dispute may be submitted, upon mutual agreement of Customer and BPA, to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration rules. If Customer and BPA agree to submit the dispute to binding arbitration, each Party shall have discovery rights as set out in the Federal Rules of Civil Procedure. Judgment upon any award rendered by an arbitrator may be entered in any court or administrative body having appropriate jurisdiction. In order to keep Customer whole, the award shall include interest, from the date of payment by Customer, on the amount of such monetary penalty or cost of non-monetary sanctions for which BPA is determined to be responsible. Interest shall be calculated as stated in Section 5(e)(3). The Parties shall equally share the cost of any arbitration process, including the cost of the arbitrator, court reporter, and room rental. Each Party shall be responsible for the cost of presenting its own case, including, without limitation, witnesses, attorneys, and consultants.

11. STANDARD PROVISIONS

(a) **Relationship of the Parties**

The Parties agree that BPA is an independent contractor to Customer in the performance of BPA's obligations under Section 7 of this Agreement. Neither Party is the agent or principal of the other, nor are they partners or joint venturers. Each Party agrees that it will not represent that, in performing its obligations hereunder, it acts in the capacity of agent or principal of the other Party, nor that it is a partner or joint venturer with the other Party with respect to the subject matter of this Agreement.

(b) **Amendments**

Except where this Agreement explicitly allows one party to unilaterally amend a provision or exhibit, no amendment of this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(c) **Assignment**

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other party's written consent. Such consent shall not be unreasonably withheld.

(d) **Entire Agreement**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

(e) **No Third Party Beneficiaries**

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

(f) **Section Headings**

Section headings and subheadings appearing in this Agreement are inserted for convenience only and are not to be construed as interpretations of text.

(g) **Several Obligations**

Except where specifically stated in this Agreement, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective.

(h) **Uncontrollable Forces**

The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

“Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force, that prevents that party from performing its contractual obligations under this Agreement and which, by exercise of that party’s reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

- (1) strikes or work stoppage;
- (2) floods, earthquakes, or other natural disasters; terrorist acts; and
- (3) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such party shall: (1) immediately notify the other party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Exhibit D.

(i) **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

(j) **Freedom of Information Act (FOIA)**

BPA may release information provided by Customer to comply with FOIA or if required by any other federal law or court order. For information that Customer provides pursuant to Section 10(d), or designates in writing as proprietary, BPA will limit the use and dissemination of that information within BPA to employees who need the information for purposes of this Agreement.

(k) **Governing Law**

This Agreement shall be interpreted, construed and enforced in accordance with Federal law.

12. SIGNATURES

The Parties have executed this Agreement as of the last date indicated below.

CUSTOMER NAME

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By: _____

Name: _____
(Print/Type)

Name: **AE Name**
(Print/Type)

Title: _____

Title: **(Senior) Transmission Account Executive**

Date: _____

Date: _____

(Insert file path)

Option 1:
Use for O&M billed based on BPA Average Cost Tables.

EXHIBIT A
FACILITIES AND EQUIPMENT OPERATED AND MAINTAINED BY BPA

BPA Implementation Responsibilities for Customer Compliance

Customer is responsible for compliance with all Electric Reliability Standards applicable to Customer. BPA is responsible for implementing BPA's Operation and Maintenance program to achieve compliance with the standards listed below as applicable to the equipment listed below.

Customer may request an addition or change to the facilities and equipment to be operated and maintained by BPA, and BPA may, at its discretion, agree to such addition or change. Any revision must specify the facilities and equipment to be operated and maintained, location of the facilities and equipment, ownership of facilities and equipment, and sharing of maintenance and operation costs between the Parties.

If BPA determines that the charges specified in this Exhibit must be adjusted to conform to BPA's current costs of operating and maintaining like facilities and equipment, BPA may unilaterally revise such charges upon ninety days written notice to Customer.

Customer Equipment No.	BPA Equipment No.	Facility / Equipment Description	Standard No. and Requirement	Installed under Contract No.	Annual Charge \$ ¹

End Option 1.

(Insert file path)

¹ This amount is based on BPA's Annual O&M Tables dated [insert date], based on average O&M expenses from fiscal years *yyyy, yyyy, yyyy*.

Option 2: Use for O&M billed based on Actuals.

**EXHIBIT A
FACILITIES AND EQUIPMENT OPERATED AND MAINTAINED BY BPA**

BPA Implementation Responsibilities for Customer Compliance

Customer is responsible for compliance with all Electric Reliability Standards applicable to Customer. BPA is responsible for implementing BPA's Operation and Maintenance program to achieve compliance with the standards listed below as applicable to the equipment listed below.

Customer may request an addition or change to the facilities and equipment to be operated and maintained by BPA and BPA may, at its discretion, agree to such addition or change. Any revision must specify the facilities and equipment to be operated and maintained, location of the facilities and equipment, ownership of facilities and equipment, and sharing of maintenance and operation costs between the Parties.

If BPA determines that the charges specified in this Exhibit must be adjusted to conform to BPA's current costs of operating and maintaining like facilities and equipment, BPA may unilaterally revise such charges upon ninety days written notice to Customer.

Customer Equipment No.	BPA Equipment No.	Facility / Equipment Description	Standard No. and Requirement	Installed under Contract No.	Annual Charge \$ ¹
					Actuals

End Option 2.

(Insert file path)

¹ This amount is based on BPA's Annual O&M Tables dated [insert date], based on average O&M expenses from fiscal years *yyyy, yyyy, yyyy*.

**EXHIBIT B
SUBSTATION ONE-LINE DIAGRAMS**

Substation facilities and equipment are described here.

(Insert file path)

DRAFT

**EXHIBIT C
TRANSMISSION LINE DRAWINGS**

Transmission lines are described here.

(Insert file path)

DRAFT

**EXHIBIT D
NOTICES**

1. NOTICES RELATING TO PROVISIONS OF THE AGREEMENT

Any notice required under this Agreement shall be in writing and shall be delivered in person or with proof of receipt by a nationally recognized delivery service or by United States Certified Mail. Notices are effective when received. Either Party may change the name or address for receipt of notice by providing notice of such change. The Parties shall deliver notices to the following person and address:

If to the Customer:

Name
Address
City, State Zip
Attention: **Customer Contact**
Title:
Phone:
Fax:
E-mail:

If to BPA:

Attention: Transmission Account Executive
for **Customer Name** – TSE/TPP-2
Phone: (360) 619-6016
Fax: (360) 619-6940

If by First Class Mail:

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

If by Overnight Delivery Service:

Bonneville Power Administration – TSE/TPP-2
7500 NE 41st Street, Suite 130
Vancouver, WA 98662

2. NOTICES OF AN OPERATING NATURE

The Customer shall provide BPA with the name (or title), address, voice phone number and Fax number for routine operational activities associated with the interconnection and operation of the Project with the Federal Columbia River Transmission System (FCRTS). Such operational activities shall include, but are not limited to outage coordination, generation dispatch and system dispatch. Any notice, request or demand of an operating nature between BPA and the Project Operator shall be made orally or in writing, by facsimile, by First Class mail or overnight delivery service.

If to the Customer:

Name
Address
City, State Zip
Attention: **Customer Contact**
Title:
Phone:
Fax:
E-mail:

If to BPA:

Primary Contact:
Dittmer Dispatch:
Phone: (360) 418-2281 or 418-2280
or (503) 283-8501
Fax: (360) 418-2938

Secondary Contact:

Munro Dispatch:
Phone: (509) 465-1820
or (888) 835-9590
Fax: (509) 466-2444

Outage Coordination:

Dittmer Control Center Outage Office
Phone: (360) 418-2274
or (360) 418-2275
Fax: (360) 418-2214

3. FOR REPORTING OF COMPLIANCE DOCUMENTATION

If to the Customer:

Name
Address
City, State Zip
Attention: **Customer Contact**
Title:
Phone:
Fax:
E-mail:

If to the BPA Reliability Program:

E-mail: TXReliabilityCompliance@bpa.gov

If by First Class Mail:

Bonneville Power Administration
Attention: Transmission Reliability
Program – TG/Ditt-2
P.O. Box 491
Vancouver, WA 98666-0491

If by Overnight Delivery Service:

Bonneville Power Administration
Attention: Transmission Reliability
Program – TG/Ditt-2
5411 NE Hwy 99
Vancouver, WA 98663

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