

RTO WEST LOAD INTEGRATION AGREEMENT

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[To be added]

RTO WEST LOAD INTEGRATION AGREEMENT

THIS RTO WEST LOAD INTEGRATION AGREEMENT (this “Agreement”) is made and entered into effective as of _____, by and between RTO West, a _____ nonprofit corporation (“RTO West”), and _____, a _____ (the “Interconnecting Party”) (RTO West and the Interconnecting Party are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, RTO West is a regional transmission organization that has been approved by FERC and that provides electrical transmission services throughout a multi-state region; and

WHEREAS, RTO West is responsible for providing such services in a reliable manner consistent with Good Utility Practice, applicable NERC and WSCC operating criteria and applicable requirements of regulatory agencies with authority over such operations; and

WHEREAS, the Interconnecting Party currently has Facilities interconnected with the RTO West Transmission System, or desires to interconnect Facilities with the RTO West Transmission System; and

WHEREAS, this Agreement establishes various requirements for the operation of the Facilities interconnected with the RTO West Transmission System and the Facilities that may be interconnected with the RTO West Transmission System by radial load taps or aggregated by appropriate boundary metering as set forth in this Agreement; and

WHEREAS, such requirements are established to provide for reliable operation of such interconnections, the RTO West Transmission System and the Facilities.

NOW, THEREFORE, in consideration of the mutual benefits to the Parties and the benefits set forth in the recitals above, the Parties agree as follows:

AGREEMENT

1. **Definitions.** For purposes of this Agreement, capitalized terms not defined elsewhere in this Agreement shall have the definitions specified in Exhibit A.

2. **Effective Date; Term and Termination.**

2.1. **Effective Date.** This Agreement shall become effective upon its acceptance for filing or approval by FERC, without change unacceptable to either Party. If FERC’s acceptance for filing or approval of this Agreement is, as a result of rehearing or judicial review thereof, subsequently revised or modified in a manner unacceptable to either Party, this Agreement shall be deemed void ab initio. Any such revision or modification of this Agreement shall be deemed

unacceptable to a Party only if that Party provides notice to the other Party within 30 days of issuance of the applicable FERC action or judicial order that such action or order is unacceptable.

2.2. Termination. This Agreement shall terminate (1) upon termination of all agreements between RTO West and the Interconnecting Party for the provision of Transmission Service, if the Interconnecting Party has not executed a Transmission Control Agreement; or (2) upon mutual written agreement of the Parties. In addition, this Agreement shall cease to be applicable to any Covered Facilities upon termination of the RTO West Transmission Control Agreement between RTO West and the owner (whether or not such owner is the Interconnecting Party) of the RTO West Transmission System facilities with which such Covered Facilities are physically interconnected.

3. Applicable RTO West Tariff Provisions. The provisions of RTO West’s Transmission Tariff listed below shall apply to the operation of all Covered Facilities. Each Party agrees to comply with all applicable provisions of the RTO West Transmission Tariff.

3.1. Operating and Interconnection Standards.

3.1.1. General Compliance Obligation. Except to the extent that an exemption applies under Section 3.1.2 below and subject to the provisions of Section 5 below, each Covered Facility shall comply at all times with the [“technical” requirements specified in applicable sections of the RTO West tariff (*to be developed by the technical requirements team*)];

3.1.2. Exemption Procedures. With respect to any Covered Facility that was in operation before the Transmission Service Commencement Date, the Interconnecting Party may, within 60 days of the effective date of this Agreement, notify RTO West that, because of the configuration, location, or operational characteristics of the Covered Facility, the Interconnecting Party is unable to comply with one or more of the applicable provisions of this Agreement and the RTO West Transmission Tariff. Upon RTO West’s receipt of notice from the Interconnecting Party under this Section 3.1.2, the Covered Facility shall be excused from compliance with this Agreement, *subject to* the following limitations and obligations:

- (a) each Covered Facility identified in the Interconnecting Party’s notice shall be excused only with respect to the particular operating and interconnection standards with which the Covered Facility is unable to comply because of limitations caused by its configuration, location, or operational characteristics, and only to the extent of those limitations;
- (b) the Interconnecting Party shall make commercially reasonable efforts to modify any non-complying Covered Facility as soon as feasible within the course of performing routine maintenance and upgrades so that it fully complies with all provisions of this Agreement and applicable provisions of the RTO West Transmission Tariff, but in any case the Interconnecting Party shall cause all Covered Facilities to fully comply with all provisions of this Agreement and all

applicable provisions of the RTO West Transmission Tariff no later than three years after the effective date of this Agreement; and

- (c) if RTO West disputes the validity of any claim of inability to comply contained in the Interconnecting Party's notice to RTO West under this Section 3.1.2, any disputed issues shall be resolved as specified in Section 3.4 below and the application of any affected provisions of this Agreement and the RTO West Transmission Tariff shall be suspended until the dispute is resolved.

3.2. Maintenance Scheduling. Maintenance scheduling with respect all Covered Facilities shall be as specified in [*include specific section or appendix reference?*] the RTO West Transmission Tariff.

3.3. Billing and Payment. Billing and payment under this Agreement shall be as specified in [*include specific section or appendix reference?*] the RTO West Transmission Tariff.

3.4. Disputes. Any dispute between the Parties arising under this Agreement shall be resolved in accordance with the dispute resolution provisions specified in [*include specific section or appendix reference?*] the RTO West Transmission Tariff.

3.6. Notice Procedures. The delivery of notices under this Agreement shall be in accordance with the provisions of [*include specific section or appendix reference?*] the RTO West Transmission Tariff, subject to Section 9.2 of this Agreement.

3.7. Uncontrollable Force. The Parties' rights and obligations with respect to the occurrence of an Uncontrollable Force, as well as the definition of "Uncontrollable Force" shall be in accordance with the provisions of [*include specific section or appendix reference?*] the RTO West Transmission Tariff.

4. Interconnections; Metering System Locations; Interconnected Generation Facilities.

4.1. Identification of Points of Interconnection. Exhibit B to this Agreement lists each and all of the Points of Interconnection between the Covered Facilities and the RTO West Transmission System (including the locations thereof), and all associated equipment. The Parties shall amend Exhibit B as necessary or appropriate to reflect additions to or modifications of any Points of Interconnection or any such equipment. Upon any request by RTO West, the Interconnecting Party shall make available to RTO West corresponding maps and single-line diagrams of any or all Points of Interconnection or associated equipment listed on Exhibit B.

4.2. Location of Metering Systems. The Parties shall specify in Exhibit C to this Agreement the locations of all metering systems required to satisfy the requirements of this Agreement, and any necessary adjustment factors if the location of any metering system is not at the Point of Interconnection. The Parties agree to keep such information current and to advise each other of any additions or modifications to the metering systems as such additions or

modifications occur. The Parties further agree to amend Exhibit C as necessary or appropriate to reflect such additions or modifications.

4.3. Interconnected Generation Facilities.

4.3.1. Delivery of Written Request. Within 60 days after the effective date of this Agreement, the Interconnecting Party shall deliver a written request (as described in Section 4.3.2) below to any third party that operates or controls any Generation Facility that is directly interconnected with any Covered Facilities if the third party that operates or controls the Generating Facility is not a party to an RTO West Generation Integration Agreement and is not a party to a valid, Pre-existing Generation Agreement (as that term is defined under the RTO West Generation Integration Agreement).

4.3.2. Contents of Written Request. Each written request the Interconnecting Party delivers in accordance with Section 4.3.1 above shall request that the party that operates or controls the applicable Generation Facility agree in writing (either with RTO West or the Interconnecting Party) that it shall not operate the Generation Facility in a manner that adversely affects the operation of the RTO West Transmission System.

5. Limits on Parties' Obligations Under Agreement and Applicable Tariff Provisions.

In carrying out the requirements of this Agreement and applicable provisions of the RTO West Transmission Tariff, neither Party shall be required to take any action:

- (a) that is not within the physical capabilities of the Party's Electric System (or any part of another party's Electric System that the applicable Party has the legal right to cause to comply with this Agreement);
- (b) that it believes in good faith will create serious and immediate risks to human health or safety; *provided, however*, that interruption of Transmission Service shall not in itself necessarily be deemed to create serious and immediate risks to human health or safety;
- (c) that it believes in good faith will create an immediate risk of serious damage to facilities or equipment within its Electric System or will cause it to operate any part of its Electric System in an unsafe manner; or
- (d) that would violate any provision of the reliability criteria, standards, guidelines and operating procedures of NERC or the WSCC, the terms of any applicable permits issued by a governmental authority, or any applicable governmental laws or regulations;

provided, however, that neither Party may not refuse to comply with any provision of this Agreement or the RTO West Transmission Tariff on the basis that to do so would cause that Party to violate contractual obligations to supply, transmit, or deliver firm power.

[NOTE: Does this provision work when the Interconnecting Party is not a distribution company, but instead an end-use customer connected directly to the grid at high voltage (and specifically the use of the term “Electric System”)?)]

6. Most Favored Nation Option. If a new RTO West Load Integration Agreement or an amendment to an existing RTO West Load Integration Agreement contains terms that differ from the provisions contained in this Agreement, other than as necessary to accommodate technical differences or legal requirements that apply to the interconnecting party executing such new or amended RTO West Load Integration Agreement but not to the Interconnecting Party, RTO West agrees to amend this Agreement at the Interconnecting Party’s request to incorporate terms that are comparably favorable to such differing terms.

[7. Insurance and Limitations of Liability -- Interconnected System Operation. *(Note: All provisions concerning liability and insurance are to be in accordance with the final proposals developed by the Liability and Insurance Subgroup, which is coordinated by Gary Dahlke.)]*

8. Assignments and Conveyances.

8.1. Assignment of RTO West’s Rights and Obligations. Except as otherwise provided in Section 8.4, RTO West shall not, without the prior written consent of the Interconnecting Party, assign, pledge or transfer all or any part of, or any right or obligation under, this Agreement, whether voluntarily or by operation of law.

8.2. Assignment of the Interconnecting Party’s Rights and Obligations. Except as otherwise provided in Section 8.4, the Interconnecting Party shall not, without the prior written consent of RTO West, assign, pledge or transfer all or any part of, or any right or obligation under, this Agreement, whether voluntarily or by operation of law; *provided, however,* that the Interconnecting Party may, without the consent of RTO West, assign its rights and obligations under this Agreement to any person or entity (1) with which the Interconnecting Party is merged or consolidated, or (2) to which the Interconnecting Party sells, transfers, or assigns all or substantially all of the Covered Facilities subject to this Agreement, so long as the survivor in any such merger or consolidation, or the purchaser, transferee or assignee of such Covered Facilities provides to RTO West a valid and binding written agreement expressly assuming and agreeing to be bound by all obligations of the Interconnecting Party under this Agreement.

8.3. Transfer of Rights Affecting Covered Facilities. Unless otherwise approved by RTO West in writing, the Interconnecting Party shall not sell, transfer or assign any rights that affect the Interconnecting Party’s ability to perform its obligations under this Agreement with respect to any Covered Facilities unless (1) the purchaser, transferee or assignee of such rights provides to RTO West a valid and binding written agreement expressly assuming and agreeing to be bound by all obligations of the Interconnecting Party under this Agreement with respect to the Covered Facilities, or (2) RTO West and the transferee have entered an agreement comparable to this Agreement with respect to the Covered Facilities.

8.4. Assignment for Security Purposes. Notwithstanding any other provision of this Agreement, (1) the Interconnecting Party may, without RTO West’s consent, pledge or assign all or any portion of its Electric System for financing purposes, and (2) RTO West may, without the Interconnecting Party’s consent, pledge or assign, for financing purposes, all or any portion of its rights or interests with respect to the RTO West Transmission System.

8.5. Effect of Permitted Assignment. In the event of any permitted sale, transfer or assignment hereunder, the transferor or assignor shall to the extent of the transferred or assigned obligations, and only to such extent, be relieved of obligations accruing from and after the effective date of such transfer or assignment; *provided, however*, that under no circumstances shall any sale, transfer or assignment relieve the transferor or assignor of any liability for any breach of this Agreement occurring before the effective date of such transfer or assignment.

8.6. Successors and Assigns. This Agreement is binding on and shall inure to the benefit of the Parties and their respective successors, permitted assigns and legal representatives.

8.7. Consent May Not Be Unreasonably Denied or Delayed. Neither Party shall unreasonably deny or delay consents to assignment, pledge or transfer requested pursuant to this Section 8.

9. Notices.

9.1. Address for Notices to the Interconnecting Party. The address of the Interconnecting Party for notices under this Agreement and all applicable provisions of the RTO West Transmission Tariff shall be:

Attn:
Telecopy:

9.2. Specific Provision Controls. Notwithstanding the requirements of [*insert reference to applicable section of RTO tariff?*] the RTO West Transmission Tariff, where any provision of this Agreement or applicable provisions of the RTO West Transmission Tariff require a Party to furnish any particular data, information, or notice in a specific manner or within a specific time period, such provision shall control.

[**NOTE:** *All provisions below will be coordinated with the TCA and the GIA so that parallel provisions in each of the TOA, LIA, and GIA will be consistent.*]

10. Amendments. This Agreement may not be modified by either Party except by subsequent mutual written agreement duly executed by the Parties.

11. Construction of Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any Party, but shall be construed in a manner that most accurately reflects the purpose of this Agreement and the nature of the rights and obligations of the Parties with respect to the matter being construed.

12. Integration. This Agreement, including the exhibits hereto, constitute the complete agreement of the Parties with respect to the subject matter hereof, and all prior or contemporaneous representations, statements, negotiations, understandings and inducements are fully merged and incorporated in this Agreement.

13. Preservation of Obligations. Upon termination of this Agreement, all unsatisfied obligations of each Party shall be preserved until satisfied.

14. Existing Agreements Preserved. Nothing in this Agreement shall be interpreted to supercede the rights or obligations of any party under any existing agreement unless otherwise expressly stated herein.

15. Governing Law. Except as provided in Section 15.4 below, this Agreement shall in all respects be interpreted, construed and enforced according to location of the principal office of the Party whose alleged obligations are to be enforced (without reference to rules governing conflicts of laws).

15.1. Application of State Law. If the principal office of the Party whose alleged obligations are to be enforced is located in a state within the United States (and Section 15.3 does not apply), the laws of that state shall govern except to the extent that such laws may be preempted by the laws of the United States of America.

15.2. Application of Provincial Law. If the principal office of the Party whose alleged obligations are to be enforced is located in a province of Canada (and Section 15.3 does not apply), the laws of that province shall govern except to the extent that such laws may be preempted by the laws of Canada.

15.3. Application of Tribal Law. If the principal office of the Party whose alleged obligations are to be enforced is located on tribal lands belonging to a sovereign tribe that exercises regulatory jurisdiction over any facilities or Party subject to this Agreement, the applicable tribal laws shall govern except to the extent that such laws may be preempted by the laws of the United States of America.

15.4. Law Applicable to Federal Interconnecting Parties. Notwithstanding the provisions of Sections 15.1 through 15.3 above, if the Interconnecting Party is a United States government entity (including but not limited to a federal power marketing administration), this Agreement shall in all respects be interpreted, construed, and enforced in accordance with the laws of the United States.

16. Severability. The rights of each Party shall be as set forth in Section 2.1 if this Agreement is (1) not accepted for filing or approved by FERC, (2) accepted for filing or approved by FERC with changes unacceptable to either Party, or (3) accepted for filing or approved by FERC, but such acceptance or approval is, as a result of judicial review, subsequently reversed or modified in a manner unacceptable to either Party. If this Agreement is not rendered void in accordance with the provisions of Section 2.1, and thereafter any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent not prohibited by law, and all other terms, covenants, and conditions of this Agreement, and the application thereof, shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.

17. Singular and Plural; Use of “Or.” Whenever in this Agreement the context so suggests, references to the singular shall be deemed to include the plural, and references to “or” shall be deemed to be disjunctive but not necessarily exclusive.

18. Headings for Convenience Only. The section headings in this Agreement are intended for convenience and reference only, and are not intended to define, limit, or describe the scope or intent of any provisions of this Agreement.

19. Relationship of the Parties.

19.1. No Partnership, Etc. Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to either or both of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement.

19.2. Rights Several. All rights of the Parties are several, not joint. Except as expressly provided in this Agreement, no Party shall have a right or power to bind another Party without such Party's express written consent.

20. No Third Party Beneficiaries. This Agreement shall not be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation or undertaking established herein.

21. No Dedication of Facilities. No undertaking by either Party to the other Party under or pursuant to any provision of this Agreement shall constitute or be deemed to constitute a dedication of all or any portion of the RTO West Transmission System to the public or to the Interconnecting Party or a dedication of all or any portion of the Interconnecting Party's Electric System to the public or to RTO West.

22. Waiver Provisions.

22.1. No Implied Waivers. Any waiver at any time by any Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any other default or other matter arising in connection with this Agreement. Any waiver must be delivered in writing, executed by an authorized representative of the Party granting such waiver. Any delay short of the statutory period of limitations in asserting or enforcing any right shall not constitute or be deemed a waiver.

22.2. RTO West Waiver Through Tariff Provision. RTO West, may, at any time, waive any obligation of the Interconnecting Party under this Agreement (together with identical obligations under all other Load Integration Agreements) through language incorporated into the RTO West Transmission Tariff (and accepted by FERC) that explicitly provides for waiver of one or more Interconnecting Party obligations under this Agreement and all other Load Integration Agreements.

23. Exhibits Incorporated. The exhibits to this Agreement, as they may be amended or revised from time to time, are attached to this Agreement and are incorporated by reference as if herein fully set forth.

24. Further Actions and Documents. Each Party agrees to do all things, including but not limited to the preparation, execution, delivery, filing and recording of any instruments or agreements, reasonably requested by the other Party to carry out the provisions of this Agreement.

25. Counterparts. This Agreement may be executed in one or more counterparts, which may be executed at different times. Each counterpart shall constitute an original but all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the date first set forth above.

RTO WEST

INTERCONNECTION PARTY

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

DEFINITIONS

“**Covered Facility**” means any Facility subject to the provisions of this Agreement in accordance with the following provisions:

- (a) with respect to any Interconnecting Party that is also a Participating Transmission Owner (as that term is defined under the RTO West Transmission Operating Agreement), a “Covered Facility” is any Facility with respect to which the Interconnecting Party has operational control;
- (b) with respect to any Interconnecting Party that is not a Participating Transmission Owner, a “Covered Facility” is any Facility with respect to which the Interconnecting Party has operational control and that:
 - (i) is required under Appendix [J] of the RTO West Transmission Tariff to be subject to a Load Integration Agreement because (x) energy or Ancillary Services (as the latter two terms are defined [*refer to applicable section or appendices*] of the RTO West Transmission Tariff) are scheduled to the Facility from the RTO West Transmission System and (y) the party that controls or operates the Facility does not have a valid, Pre-existing Interconnection Agreement with a Participating Transmission; or
 - (ii) the Interconnecting Party has voluntarily agreed to make subject to a Load Agreement at the request of a Participating Transmission Owner, or at the Interconnecting Party’s election because of the Interconnecting Party’s recognition of the potential for the Facility to adversely affect the RTO West Transmission System; or
 - (iii) is required pursuant to law, regulation, or other applicable authority having jurisdiction in the matter to be made subject to a Load Integration Agreement.

“**Electric System**” means a single integrated electric power grid usually characterized by ownership, rental, lease, control or operation by a single person or entity. An “Electric System” consists of electric distribution facilities or generating facilities or transmission facilities, or any combination of the three, and includes transmission lines, distribution lines, substations, switching stations, generating plants and all associated equipment for generating, transmitting, distributing or controlling flow of power. The term “Electric System” shall include any devices or equipment by which information is originated on an electric system or by the person operating such system, by which such information is transmitted, and by which such information is received either for information or for operation of the system, whether by the originating system or by another system.

“Facilities” means the electric transmission and distribution equipment the operation or maintenance of which is controlled by the Interconnecting Party and which is not a part of the RTO West Transmission System but which is physically interconnected with the RTO West Transmission System.

“FERC” means the Federal Energy Regulatory Commission, or any successor thereto.

“Generation Facility” means any facility used for the generation of electricity for sale at wholesale or retail.

“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 any one of a number of the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the WSCC Interconnection.

[Note: This definition is currently used only in the second Recital of the LIA. We may want to revisit whether we need it in the recital and if so, whether we should revisit the definition of Control Area.]

“Interconnection Facilities” means those facilities operated by RTO West or the Interconnecting Party required for the operation of one or more Points of Interconnection.

“NERC” means the North American Electric Reliability Council or its successor organization.

“Point(s) of Interconnection” means a point of change in operational control between any Covered Facilities and the RTO West Transmission System.

“Pre-existing Interconnection Agreement” means any agreement to which the Interconnecting Party is a party that is in effect as of the effective date of this Agreement and that relates to the ownership or operation of a Facility and that provides for the transfer of power to the Facility across some part of the facilities that, as of the Transmission Service Commencement Date, constitute the RTO West Transmission System.

“RTO West Controlled Transmission” means the collective facilities and equipment specified on Exhibit D all RTO West Transmission Operating Agreements, taken together.

“RTO West Transmission Operating Agreement” means the form of RTO West agreement by which owners of portions of RTO West Controlled Transmission have transferred operational control of such transmission facilities to RTO West.

“RTO West Transmission System” means the collective “Transmission Facilities” as defined under all the RTO West Transmission Operating Agreements, taken together.

“RTO West Transmission Tariff” means the tariff for the provision of Transmission Service by RTO West, including all appendices and schedules, as accepted for filing or approved by FERC.

“Transmission Services” has the meaning specified in the RTO West Transmission Tariff.

“Transmission Service Commencement Date” means the date that RTO West commences its provision of Transmission Service and Operational Control over the RTO West Transmission System, pursuant to the provisions of the RTO West Transmission Operating Agreement

“WSCC” means the Western Systems Coordinating Council or its successor organization.

“WSCC Interconnection” is the WSCC geographic region as defined by NERC. [*Note: This definition is currently used only in the definition of “Good Utility Practice.” If we don’t use the term “Good Utility Practice” we won’t need this definition either.*]

EXHIBIT B

INTERCONNECTION AND REACTIVE POWER EQUIPMENT AND LOCATION

EXHIBIT C

METERING LOCATIONS

EXHIBIT D

LOAD SHEDDING ARRANGEMENTS

[Note – The LIA currently has no references to this exhibit.]

EXHIBIT E

SPECIAL ARRANGEMENTS

EXHIBIT G

OPERATING REPRESENTATIVES

[Note – The LIA currently has no references to this exhibit.]

PROVISIONS OF RTO WEST LOAD INTEGRATION AGREEMENT TO BE INCLUDED IN RTO WEST TARIFF PROVISIONS

[General Note: I have left the numbering for all provisions shifted over from the LIA into this section as it was in the original LIA to help everyone keep track of the provisions' origin. I have also refrained from modifying the language to make it read as if it were part of the tariff, because to the extent we change the provisions at all, the effort might be superfluous -SDL]

[Placeholder Note: the consensus of the GIA Subgroup when the structure of the LIA was discussed was that the LIA should be organized into three sections: those provisions that apply to all Interconnecting Parties in all cases, those that apply to Interconnecting Parties that are distribution companies, and those that apply to Interconnecting Parties that are end users directly connected to the transmission grid at high voltage. I am assuming that the technical team will address this divisions of terms as it develops the technical standards for the Load Integration Agreement.]

5. Limits on Parties' Obligations Under Agreement and Applicable Tariff Provisions.

In carrying out the requirements of this Agreement and applicable provisions of the RTO West Transmission Tariff, neither Party shall be required to take any action:

- (e) that is not within the physical capabilities of the Party's Electric System (or any part of another party's Electric System that the applicable Party has the legal right to cause to comply with this Agreement);
- (f) that it believes in good faith will create serious and immediate risks to human health or safety; *provided, however*, that interruption of Transmission Service shall not in itself necessarily be deemed to create serious and immediate risks to human health or safety;
- (g) that it believes in good faith will create an immediate risk of serious damage to facilities or equipment within its Electric System or will cause it to operate any part of its Electric System in an unsafe manner; or
- (h) that would violate any provision of the reliability criteria, standards, guidelines and operating procedures of NERC or the WSCC, the terms of any applicable permits issued by a governmental authority, or any applicable governmental laws or regulations;

provided, however, that neither Party may not refuse to comply with any provision of this Agreement or the RTO West Transmission Tariff on the basis that to do so would cause that Party to violate contractual obligations to supply, transmit, or deliver firm power.

[*NOTE: Does this provision work when the Interconnecting Party is not a distribution company, but instead an end-use customer connected directly to the grid at high voltage (and specifically the use of the term “Electric System”?)*]

5.8. Opening of Interconnection Facilities. The Interconnecting Party shall have the unilateral right to open Interconnection Facilities in the event of, and for the duration of, any emergency on its Electric System, if such separation would reasonably be expected to mitigate or remedy the emergency. The Interconnecting Party shall promptly notify RTO West of any such opening of Interconnection Facilities, unless such information has already been provided to RTO West by automatic data transfer. During any emergency on its Electric System, RTO West shall have the right to open, or order opened, any Interconnection Facility in accordance with Good Utility Practice. [*Note: If we keep this provision as written we will need to have a definition of “Good Utility Practice” in the tariff and also a definition of “Interconnection Facilities.”*]

6. RTO West Confidentiality Obligations.

6.1. Protection of Confidential Information. RTO West shall maintain the confidentiality of all Confidential Information of the Interconnecting Party provided to RTO West pursuant to this Agreement; *provided, however*, that RTO West shall be entitled to disclose such Confidential Information if: (1) RTO West determines that such Confidential Information must be disclosed to avert unplanned Transmission Service interruptions or to more speedily restore Transmission Service; or (2) RTO West is required to make such disclosure by administrative or judicial order.

6.2. Disclosure Pursuant to Administrative or Judicial Order. RTO West shall promptly, and in any event at the earliest practicable opportunity before any disclosure pursuant to administrative or judicial order, notify the Interconnecting Party of any petition for or requirement by administrative or judicial order for RTO West to disclose Confidential Information of the Interconnecting Party to any third party. The Interconnecting Party may, in its sole discretion and at its sole cost and expense, undertake any challenge to such disclosure. RTO West shall reasonably cooperate with the Interconnecting Party to minimize or eliminate any such disclosure requirement consistent with applicable law, and to obtain proprietary or confidential treatment of Confidential Information by any person to whom such information is disclosed pursuant to Section 6.1.

11. No Guarantee of Uninterrupted Transmission Service or Continuous Supply of Electrical Power or Energy. Nothing in this Agreement shall be construed to imply a guarantee by RTO West of uninterrupted Transmission Service or a continuous supply of electrical power or energy.

13. Uncontrollable Force. A Party shall not be in breach of this Agreement as a result of such Party’s failure to perform its obligations under this Agreement when such failure is caused by an Uncontrollable Force which such Party, despite the exercise of due diligence, is unable to remove with reasonable dispatch; *provided, however*, that such Party shall have the right to suspend performance of such obligations only to the extent and for the duration that the

Uncontrollable Force actually and reasonably prevents the performance of such obligations by such Party. In the event of the occurrence of an Uncontrollable Force that 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 with such notice to be confirmed 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 obligations hereunder; (3) keep the other Party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance hereunder. Notwithstanding any of the foregoing, the settlement of any strike, lockout, or labor dispute constituting an Uncontrollable Force shall be within the sole discretion of the Party to this Agreement involved in such strike, lockout, or labor dispute and the requirement that a Party must use its best efforts to remedy the cause of the Uncontrollable Force or mitigate its effects and resume full performance hereunder shall not apply to strikes, lockouts, or labor disputes.

15. Notices.

15.1. Permitted Methods of Notice. Any notice, demand, or request required or permitted under this Agreement shall be in writing and shall be deemed properly served, given, or made to the address of the receiving Party set forth below: (1) upon delivery if delivered in person; (2) five days after deposit in the mail, if sent by first class United States or Canadian mail, postage prepaid; (3) upon receipt of confirmation by return electronic facsimile if sent by facsimile; or (4) upon delivery if delivered by prepaid commercial courier service.

The address of RTO West for notices shall be:

Attn:
Telecopy:

The address of the Interconnecting Party for notices shall be as set forth in Section 9.1 of the Load Integration Agreement between RTO West and the Interconnecting Party.

15.2. Change of Notices Address. Either Party may at any time, by notice to the other Party in the manner set forth above, change the designation, address, or telecopy number of the person specified to receive notice on its behalf.

15.3 Specific Provision Controls. Notwithstanding the requirements of Section 15.1, where any provision of this Agreement requires a Party to furnish any particular data, information, or notice in a specific manner or within a specific time period, such provision shall control.

***** **Definitions for RTO West Transmission Tariff Provisions*******

“Confidential Information” means any documents, data or other information received by RTO West, whether in written, oral or machine readable form, which the provider has identified in writing to be confidential, *provided* that Confidential Information shall not include (1) any information required to be disclosed pursuant to any provision of the RTO West Transmission Tariff, whether by way of RTO West’s Open-Access Same-Time Information System or otherwise; (2) information that becomes available to the public on a non-confidential basis, other than as a result of RTO West’s breach of its confidentiality obligations; (3) information received by RTO West from a third party without claim of confidentiality; or (4) information independently developed by RTO West.

“Uncontrollable Force” means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, earthquake, explosion, accident to or breakage, failure or malfunction of machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities (other than the Interconnecting Party, if the Interconnecting Party is a federal power marketing administration, municipal corporation, or other federal or state governmental entity or subdivision thereof), or any other cause beyond a Party’s reasonable control and to the extent without such Party’s fault or negligence.