

DRAFT 10/16/2002

[Tariff provisions to be consistent with Stage 2 filing]

RTO WEST TARIFF

PART I.

COMMON SERVICE PROVISIONS

[Additional Substantive Provisions to be inserted later]

1. NATURE OF RTO WEST SERVICES

1.1 **General.** RTO West offers two categories of interconnection and integration transmission services--Generator Interconnection and Integration Service (see Part II) and Load Integration Service (see Part III). These two services provide, respectively, the right to put power on the RTO West Transmission System, or take power off the RTO West Transmission System for consumption by loads. These services do not provide the right to schedule over the RTO West Transmission System. *[NOTE: "Generators and Loads not integrated into the RTO West Transmission System must satisfy the reciprocity requirements set forth in Section ** to obtain service." This concept needs to be better defined and moved elsewhere. Reciprocity needs to address the following: (1) Loads within RTO footprint but not integrated into RTO West Transmission System; (2) Loads in other RTOs; (3) Loads interconnected to RTO West Transmission System but receive service under non-converted service; (4) Marketers obligations for reciprocity. NOTE: Eligible customer needs definition.]*

RTO West also offers two categories of transmission services to move power-- Transmission Use Service (see Part IV) and Non-Converted Transmission Service (see Part V). These services must be acquired separately from generator interconnection and load integration.

Subject to the terms and conditions set forth in this Tariff, any Transmission Customer is entitled to access to the RTO West Transmission System to move power. The descriptions of Transmission Services set forth in Parts II through V of this Tariff define each service to be offered by RTO West. Ancillary Services are also offered and their terms and conditions set forth in Part VI.

The “Common Service Provisions” in this Part I set forth terms and conditions common to all the services set forth in Parts II through VI. This section 1.1 provides an overview of the types of services offered by RTO West in general language. In the event of any conflict between the general language in this section and the terms and conditions of service set forth in Parts II through VI below, the terms and conditions of Parts II through VI shall prevail.

1.2 RTO Responsibilities. RTO West shall operate the RTO West Controlled Transmission System in accordance with Good Utility Practice in order to provide all Transmission Customers with Transmission Services and Ancillary Services over the RTO West Controlled Transmission System.

2. DEFINITIONS

3. OPEN ACCESS SAME TIME INFORMATION SYSTEM (OASIS)

4. RECIPROCITY

5. BILLING AND PAYMENT

6. ACCOUNTING FOR RTO WEST'S USE OF THE TARIFF

7. REGULATORY FILINGS

8. LIABILITY AND INDEMNIFICATION

9. CREDITWORTHINESS

10. DISPUTE RESOLUTION

11. STANDARDS OF CONDUCT

- 12. Losses.** Real Power Losses are associated with all transmission service. RTO West is not obligated to provide Real Power Losses. The Participating Transmission Owner taking Non-Converted Transmission Service is responsible for replacing losses associated with all transmission service as calculated by the RTO West. The applicable Real Power Loss factors are as follows: [To be completed by the Transmission Provider].

PART II.

**GENERATOR INTERCONNECTION AND INTEGRATION
[SERVICE OR PROCEDURES]**

[Provisions to be inserted consistent with final Generator Interconnection NOPR]

PREAMBLE

- 1. NATURE OF GENERATOR INTERCONNECTION AND GENERATOR SERVICE INTEGRATION.**
- 2. RTO WEST STANDARDS FOR GENERATION INTERCONNECTION AND GENERATION INTEGRATION.**

PART III.

LOAD INTEGRATION SERVICE

[Provisions to be developed]

PREAMBLE

1. NATURE OF LOAD INTEGRATION SERVICE. PART IV.

TRANSMISSION USE SERVICE

PREAMBLE

RTO West will offer Transmission Use Service. Any Eligible Customer of RTO West may initiate a service request to take Transmission Use Service. Transmission Use Service provides Transmission Customers the right to submit schedules and use the RTO West Transmission System.

1. NATURE OF TRANSMISSION USE SERVICE

1.1 Scope of Transmission Use Service. This service provides the use of the RTO West Transmission System for (i) delivery to loads within the RTO West Control Area, whether from sources within RTO West Control Area or imports, (ii) exports from sources within the RTO West Control Area, (iii) through-service transferring energy out of the RTO West Control Area from sources outside the RTO West Control Area, and (iv) other transfers within the RTO West Control Area.

1.2 RTO West's Responsibility. RTO West shall provide transmission services for schedules submitted pursuant to the scheduling procedures set forth in Section**, and pursuant to

this Tariff. *[NOTE: Compare with provision for Non-Converted Service. If the same, then move to Common Provision.]*

1.3 [Wholesale] Transmission Use of Other Electric Systems. [Provisions consistent with Stage 2 filing will be inserted.]

2. **SERVICE AVAILABILITY.** Transmission Use Service is available to all **Transmission Customers** (including, but not limited to, a PTO customer converting from a pre-existing contract, and a PTO customer with a non-converted contract who desires additional service beyond scope of non-converted contracts). *[NOTE: Move to definition of Transmission Customer.]*

3. **Procedures for Receiving Transmission Use Service.**

3.1 Condition Precedent for Receiving Service.

Eligible Customer shall apply for and enter into a Service Agreement. *[NOTE: Not a substitute for a load or generation interconnection/integration agreement.]*

3.2 Service Agreement Application - New

3.2.1 Content of Application

- Identify the applicant
- Demonstrate eligible customer
- Identify the scheduling coordinator
- *[Add more here]*

3.2.2 Procedures for Submitting Application

- *[insert more here]*

3.2.3 RTO West Response

- Is application complete, or is additional information required? Define time period for RTO West response.
- RTO accepts or rejects application. If accepts, then offer service agreement. If rejects, then identify deficiency. Define time periods.

3.2.4 If application is rejected then go to ADR. What happens pending appeal?

3.3 Service Agreement Application – Converted [NOTE: Applies to both FTOs and CTRs]

3.3.1 Complete conversion process set forth in Section**.

3.3.2 [Do loop above.]

3.4 Filing of Executed Service Agreement

3.5 Initiating Service in the absence of an Executed Service Agreement [assumed disputed service – must go to dispute resolution prior to FERC? Must agree to terms of offer during interim?]

3.6 Scheduling of Transmission Use Service. [Refer to Scheduling section in the Tariff.]

PART V.

NON-CONVERTED TRANSMISSION SERVICE

PREAMBLE

RTO West will offer Non-Converted Transmission Service to PTOs. Any PTO with non-converted transmission obligations may initiate a service request to take Non-Converted Transmission Service. Non-Converted Transmission Service provides Participating Transmission Owners with transmission service necessary to fulfill the owner's obligations to its customers

under Pre-Existing Transmission Agreements and Obligations that the customer has not converted to Transmission Use Service. Non-Converted Transmission Service is limited to the Cataloged Transmission Rights.

1. NATURE OF NON-CONVERTED TRANSMISSION SERVICE.

This service is available only to Participating Transmission Owners to meet their obligations under Pre-Existing Transmission Agreements and Obligations that have not been converted to Transmission Use Service. RTO West will provide this service by providing the Participating Transmission Owners with sufficient Cataloged Transmission Rights to meet their obligations under the unconverted Pre-Existing Transmission Agreements and Obligations. The Participating Transmission Owner receives the right to schedule from and to points on the RTO West Transmission System in accordance with the Pre-Existing Transmission Agreements and Obligations. This service is limited to the terms and conditions of service under the Pre-Existing Transmission Agreements and Obligations, and may not be used to provide any additional service beyond that provided under the Pre-Existing Transmission Agreements and Obligations. Service for load growth will be provided to the extent it is provided under Pre-Existing Transmission Agreements and Obligations. Customers of a Participating Transmission Owner that retain Pre-Existing Transmission Agreements and Obligations must schedule their use of the system with the Participating Transmission Owner and pay the Participating Transmission Owner for the services rendered under the Pre-Existing Transmission Agreements and Obligations.

If a customer of a Participating Transmission Owner that is an Eligible Customer desires to become a Transmission Customer of RTO West in exchange for either Cataloged

Transmission Rights or Financial Transmission Options, the customer must initiate a service request for Transmission Use Service.

1.1 Term. The term of Non-Converted Transmission Service is as set forth in the Pre-Existing Transmission Agreements and Obligations served by the Participating Transmission Owner. To the extent any of such Pre-Existing Transmission Agreements and Obligations are suspended and converted to Transmission Use Service prior to the end of their term, Non-Converted Transmission Use Service will be suspended accordingly.

1.2 Service Priority. Prior to the Transmission Service Commencement Date, RTO West and the Participating Transmission Owner will identify the Catalogued Transmission Rights necessary to meet the Participating Transmission Owner's obligations under Pre-Existing Transmission Agreements and Obligations. Schedules submitted by the Participating Transmission Owner shall have no priority over any other schedules.

1.3 Procedures for Receiving Non-Converted Transmission Use Service.

1.3.1 Condition Precedent for Receiving Service.

PTO shall apply for and enter into a Service Agreement. [NOTE: Not a substitute for a load or generation interconnection/integration agreement.]

1.3.2 Service Agreement Application

1.3.3 Content of Application

- Attach or restate TOA?
- Identify Scheduling Coordinator
- *[insert more here]*

1.3.4 Procedures for Submitting Application

- *[insert more here]*

1.3.5 RTO West Response

- Is application complete, or is additional information required? Define time period for RTO West response.
- RTO accepts or rejects application. If accepts, then offer service agreement. If rejects, then identify deficiency. Define time periods.

1.3.6 Application is rejected then go to ADR. What happens pending appeal?

1.3.7 Filing of Executed Service Agreement. The Transmission Provider will file the Service Agreement with the Commission in compliance with applicable Commission regulations. [Initiating Service in the absence of an Executed Service Agreement [assumed disputed service – must go to dispute resolution prior to FERC? Must agree to terms of offer during interim?]

1.4 **Scheduling of Non-Converted Transmission Service.** [Refer to Scheduling section in the Tariff.]

1.5 **Curtailment or Interruption of Service.**

1.6 **RTO West Responsibilities.** RTO West shall maximize the use congestion management assets provided by the PTO in the catalogue before purchasing new resources.

[NOTE: This applies also to converted contracts. Revisit with Market Design Workgroup.]

2. SERVICE AVAILABILITY.

2.1 **General Conditions.** As a condition of RTO West providing Non-Converted Service, PTO must satisfy Sections 8.4 of the TOA.

2.3 **Restrictions on Use of Service.** Non-Converted Transmission Service is limited to the terms and conditions of service under the Catalogued Transmission Rights, and may not be

used by the Participating Transmission Owner other than to provide service for non-converted
Pre-Existing Transmission Agreements and Obligations.