

Draft 10/15/2007

Transfer Service Administrative Roles

Because each transfer situation has unique aspects and the reasons which would cause a customer to hold its own transfer agreement (or to have an agent differ, we suggest that BPA include the following high-level principles in the contract or an exhibit to the contract:

- 1) BPA shall work on a case by case basis with customers as the need for a customer to hold a transfer agreement in its own name, or the name of its agent, arises.
- 2) a. If a customer chooses to hold a contract for transfer service in its own name, or is required to, as a guiding principle, BPA will pay, as reimbursement to the customer, the same amounts, including any ancillary services, it would have paid to the transfer provider had BPA held the contract, in accordance with the Regional Dialogue Final Policy, July 2007.
b. BPA and the customer recognize that they may need to enter into a separate agreement or other mechanism for reimbursement of such amounts from BPA to the customer. BPA and the customer agree to work in good faith to put any such agreement or mechanism in place in a timely manner.
- 3) BPA will work cooperatively with the customer to help the customer establish the transfer service in its name. This may include agreeing to assignment or other actions that may be necessary for the customer to hold the transfer agreement in its name.
- 4) BPA will work cooperatively with the customer to resolve all scheduling and ancillary service issues that may arise from the customer holding the contract in its own name