

**TRANSFER SERVICE SUPPORT FOR  
NON-FEDERAL RESOURCES AGREEMENT**  
executed by the  
**BONNEVILLE POWER ADMINISTRATION**  
and  
**«FULL NAME OF CUSTOMER»**

**Table of Contents**

<b>Section</b>	<b>Page</b>
1. Term and Termination.....	
2. Definitions .....	
3. Obtaining Transfer Service Support .....	
4. Parties’ Obligations to Pay Costs .....	
5. Network Resource Exhibits .....	
6. Other Requirements of «Customer Name» And Limitation On Network Resources .....	
7. Undesignation of Network Resource .....	
8. Market Purchases .....	
9. Duties of Cooperation .....	
10. Provisions Incorporated by Reference	
11. Notices and Contact Information	
12. Signatures .....	

**Non-Federal Designated Network Resource Exhibits**

This Transfer Service Support For Non-Federal Resources Agreement (“Agreement”) is entered into by and between the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and «FULL NAME OF CUSTOMER» («Customer Name») a «\_\_\_\_\_» organized under the laws of the State of «\_\_\_\_\_». BPA and «Customer Name» are sometimes referred to individually as “Party” or collectively as “Parties.”

**RECITALS**

«Customer Name» and BPA have executed Regional Dialogue Power Sales Agreement Contract No. 09PB-«#####» (RD Agreement) pursuant to BPA’s July 2007 Long-Term Regional Dialogue Policy (RD Policy), Regional Dialogue Record of Decision (RD ROD) and BPA’s October 2008 Long-Term Regional Dialogue Contract Policy Administrator’s ROD (Contract Policy ROD).

«Customer Name» anticipates acquiring Non-Federal Resources to serve at least a portion of its Above Rate Period High Water Mark Load (Above-RHWM Load).

BPA has established policies related to Transfer Service in the RD Policy and ROD and the Contract Policy ROD, and this Agreement implements certain provisions of those policies consistent with the provisions of Exhibit G of the RD Agreement.

BPA and «Customer Name» intend that this Agreement shall be construed to satisfy the principles expressed in Exhibit G of the RD Agreement.

BPA has contracted for transmission service to deliver federal power to «Customer Name» with one or more Third Party Transmission Providers.

The parties intend for this Agreement to serve as an enabling agreement which establishes the framework under which BPA will offer specific terms for delivering Network Resources to «Customer Name»’s load.

BPA intends for this enabling agreement to remain in effect for the stated term regardless of whether «Customer Name» is purchasing Non-Federal Resources for service to its retail load at any point in time.

The Parties agree as follows:

**1. TERM AND TERMINATION**

1.1 This Agreement shall be effective upon execution by both Parties and shall continue in effect for the term of «Customer Name»’s RD Agreement. All liabilities incurred hereunder shall be preserved until satisfied.

1.2 In the event that BPA is no longer required to obtain Transfer Service from a Third Party Transmission Provider to serve «Customer Name»’s load, BPA shall terminate this Agreement.

**2. DEFINITIONS**

Any capitalized term used but not defined in this Agreement shall have the meaning as defined in the RD Agreement.

**“DRAFT” PRE-DECISIONAL, FOR DISCUSSION PURPOSES ONLY**

- 2.1 “Above-RHWM Load” shall have the meaning as defined in BPA’s most recent Tiered Rate Methodology (TRM).
- 2.2 “Fiscal Year Cap” means the annual megawatt cap described in the Contract Policy ROD and Exhibit G of «Customer Name»’s RD Agreement. The Fiscal Year Cap establishes the limit under which BPA will provide financial support for Transfer Service for Transfer Service customers’ Network Resources to serve Above-RHWM Loads at the amount of 41 megawatts per Fiscal Year, cumulative over the duration of this Agreement.
- 2.3 “Last Transfer Segment” means the transmission facilities of the Third Party Transmission Provider that either (1) interconnect directly to «Customer Name»’s transmission or distribution facilities or (2) interconnect to BPA transmission facilities that subsequently interconnect with «Customer Name»’s transmission or distribution facilities.
- 2.4 “Market Purchase” means a Non-Federal Resource that «Customer Name» uses to displace a Network Resource.
- 2.5 “Network Resource” has the same meaning as in the Federal Energy Regulatory Commission’s (FERC’s) current pro forma Open Access Transmission Tariff (OATT), or its successor. In addition, under this Agreement, the term “Network Resource” means any Non-Federal Resource that has been acquired by «Customer Name» and designated by a Third Party Transmission Provider as a “Network Resource.”
- 2.6 “Non-Federal Resource” means any Generating Resource, or Contract Resource used to serve any portion of «Customer Name»’s Total Retail Load above «Customer Name»’s established Rate Period High Water Mark (RHWM), provided such resource is not acquired from BPA.
- 2.7 “Open Access Transmission Tariff” or “OATT” means a transmission provider’s transmission tariff that has been accepted by FERC and that FERC has ruled is consistent with or superior to FERC’s pro forma OATT for purposes of reciprocity, or that is substantially similar to FERC’s pro forma OATT.
- 2.8 “Rate Period High Water Mark” or “RHWM” shall have the meaning as defined in the most recent TRM.
- 2.9 “Third Party Transmission Provider” means a transmission provider other than BPA that delivers power to «Customer Name» across the Last Transfer Segment.
- 2.10 “Total Retail Load” or “TRL” shall have the meaning as defined in the most recent TRM.

**“DRAFT” PRE-DECISIONAL, FOR DISCUSSION PURPOSES ONLY**

2.11 “Transfer Service” means the transmission, distribution and other services provided by a Third Party Transmission Provider to deliver electric energy and capacity over its transmission system.

**3. OBTAINING TRANSFER SERVICE SUPPORT**

**3.1 Application and Notification**

«Customer Name» has the right to request Transfer Service from BPA for delivery of any Non-Federal Resource that «Customer Name» acquires to serve its Total Retail Load above its established RHWM. Any request for Transfer Service for a Non-Federal Resource shall be for service at least one year in duration. Such request shall comply with all of the requirements set forth below.

To request such service, «Customer Name» shall fill out an application form that BPA shall make available at the following publicly accessible website: [www.bpa.gov](http://www.bpa.gov). «Customer Name» shall submit a completed application form to BPA at least one year in advance of the date on which «Customer Name» anticipates it will start receiving energy from its Non-Federal Resource. BPA will use this year to secure, if possible, designation of «Customer Name»’s Non-Federal Resource as a Network Resources.

After BPA receives «Customer Name»’s application, BPA shall notify «Customer Name» within ten Business Days of receipt of the application as to the status of the application. Such notice shall inform «Customer Name» whether the information provided in the submitted application form is sufficient for BPA to pursue the designation of «Customer Name»’s Non-Federal Resource as a Network Resource.

In such notice BPA shall also inform «Customer Name» if its application for Transfer Service for its Non-Federal Resource exceeds, or partially exceeds, the current Fiscal Year Cap. If «Customer Name»’s application exceeds or partially exceeds the current Fiscal Year Cap, «Customer Name» shall notify BPA within ten Business Days after receipt of BPA’s notification whether «Customer Name» will withdraw its application or have BPA proceed with the Network Resource designation. If «Customer Name» elects to have BPA proceed with Network Resource designation with the Fiscal Year Cap partially or fully exceeded, «Customer Name» shall be financially responsible for the costs of Transfer Service for its Network Resource designation, consistent with section 4.5 below.

At any time during the designation process, BPA may ask «Customer Name» for additional information to support BPA’s efforts to secure the Network Resource designation. «Customer Name» shall provide BPA with the requested information within ten Business Days.

3.2 **Coordinating Network Resource Designation**

Once the Parties have completed the requirements in section 3.1 above, BPA shall initiate the Network Resource designation process with the Third Party Transmission Provider. If the Third Party Transmission Provider requests more information than «Customer Name» provided in its completed application form, the Parties shall obtain and provide such information to the Third Party Transmission Provider within ten Business Days of the Third Party Transmission Provider’s request.

«Customer Name» shall pay all costs the Third Party Transmission Provider determines are necessary to designate «Customer Name»’s Network Resource. Such costs may include, but are not limited to system impact studies, facilities studies, interconnection studies, and all directly assigned costs related to construction of transmission facilities needed for interconnection or integration to the Third Party Transmission Provider’s transmission system.

3.3 **Non-Qualifying Non-Federal Resource**

BPA shall not be liable to «Customer Name» in the event that Network Resource designation cannot be obtained. BPA shall have no obligation to «Customer Name» to obtain Transfer Service for a Non-Federal Resource that the Third-Party Transmission Provider has not designated as a Network Resource.

4. **PARTIES’ OBLIGATIONS**

Once the Third Party Transmission Provider has designated «Customer Name»’s Non-Federal Resource as a Network Resource, the Parties shall be responsible for costs according to the following:

4.1 **Customer Obligations**

«Customer Name» shall be responsible for acquiring transmission service, and paying for all costs associated with such transmission service, necessary to deliver the Network Resource to the Last Transfer Segment (delivered to the point of receipt on Third Party Transmission Provider’s system). These costs include, but are not limited to all costs related to transmission, system impact studies, facilities studies, interconnection studies, generation imbalance, and any ongoing costs associated with the «Customer Name»’s Network Resource interconnection.

4.2 **BPA Obligations**

BPA shall obtain Transfer Service, and pay the costs of such Transfer Service not described in **covered by** section 4.1, to deliver «Customer Name»’s Network Resource to «Customer Name»’s Total Retail Load, consistent with Exhibit G of «Customer Name»’s RD Agreement, the RD Policy, the RD ROD, and the Contract Policy ROD. BPA shall pass through such costs to «Customer Name» pursuant to sections 4.3 and 4.5, except that BPA shall pay and not **directly** pass through to «Customer Name» for reimbursement **of** the **full** costs of the tariff rate for transmission, load regulation, operating

**“DRAFT” PRE-DECISIONAL, FOR DISCUSSION PURPOSES ONLY**

reserves associated with «Customer Name»’s Total Retail Load and generation supplied reactive power charged by the Third Party Transmission Provider for service over the Last Transfer Segment.

**4.3 Pass Through Payment Obligations to Customer**

BPA shall pass through, and «Customer Name» shall reimburse BPA, those costs imposed on BPA by the Third Party Transmission Provider for Transfer Service. BPA shall establish the details pertaining to the pass through of each of these costs in the applicable resource exhibit. The costs BPA shall pass through to «Customer Name» include: ~~but are not limited to:~~

- (1) any costs associated with redispatch, congestion management, distribution and low-voltage delivery and real power losses;
- (2) Ancillary Services costs *except for* load regulation, generation supplied reactive and any operating reserves;
- (3) all study costs necessary to provide continued transmission service for «Customer Name»’s Network Resource;
- (4) costs associated with the construction of, or modifications to transmission facilities required for delivery of the Network Resource. Such costs shall be assessed consistent with the provisions of the Supplemental Direct Assignment Guidelines, as revised and adopted in the General Schedule Rate Provisions (GSRP’s)
- (5) costs that shall apply in the event that «Customer Name» does not acquire Transmission Service from BPA Transmission Services for its Network Resource. In that case, BPA Power Services will pass through all charges assessed by the Third Party Transmission Provider related to the delivery of «Customer Name»’s Network Resource. These costs *shall include* the costs excluded from pass through in section 4.2;
- (6) Transfer Service costs for «Customer Name»’s Network Resource to the extent that such resource is used to serve any portion of «Customer Name»’s Total Retail Load that «Customer Name» is contractually obligated to serve with BPA Firm Requirements Power. These costs *shall include* the costs excluded from pass through in section 4.2;
- (7) any costs not described in sections 4.1 or 4.2 if such costs are related to the delivery of «Customer Name»’s Network Resource

**4.4 Ancillary Services Charged to «Customer Name»**

BPA shall charge «Customer Name» for load regulation and the portion of operating reserves associated with «Customer Name»’s Total Retail Load at BPA’s Transmission Services rate, **as revised and adopted in the GSRP.**

**4.5 Pass Through of Transfer Costs Above Fiscal Year Cap**

In the event that BPA’s Fiscal Year Cap is fully or partially exceeded and «Customer Name» elected to have BPA obtain Network Resource designation pursuant to section 3.1 above, BPA shall pass through and «Customer Name» shall pay all charges assessed by the Third Party Transmission Provider associated with the delivery of that portion of «Customer Name»’s Non-Federal Resource which exceeds the Fiscal Year Cap. Such pass through of costs shall continue until the Fiscal Year Cap is increased, pursuant to the table in section 1 of Exhibit G of the RD Agreement and the Contract Policy ROD to accommodate the total amount of energy produced from «Customer Name»’s Network Resource. These costs shall include the costs excluded from pass through in section 4.2.

**5. NETWORK RESOURCE EXHIBITS**

Each Exhibit to this Agreement represents a Network Resource that «Customer Name» is using to serve its Total Retail Load, consistent with the requirements of the RD Agreement.

**5.1 Requirements for an Exhibit Offered by BPA**

For each Network Resource, BPA shall offer «Customer Name» an exhibit to this Agreement that includes the specific terms and conditions for delivering such Network Resource. Such exhibit shall be offered only if «Customer Name»’s Non-Federal Resource has been designated as a Network Resource by the Third Party Transmission Provider, and «Customer Name» has fulfilled the following requirements necessary for serving its Above-RHWM Load with such Network Resource, consistent with its RD Agreement:

- (1) «Customer Name» has elected to serve a portion of its Above-RHWM Load with the Non-Federal Resource pursuant to section 3 of its RD Agreement, and that Non-Federal Resource is listed in Exhibit A of its RD Agreement; and,
- (2) «Customer Name» has contractually specified whether or not they it will acquire any relevant Resource Support Services (RSS) products for its Non-Federal Resource pursuant to Section 2 of Exhibit D of their RD Agreement.

**5.2 Information Included in Exhibits**

Each exhibit of this Agreement shall identify resource-specific information regarding terms and conditions for the delivery of «Customer Name»’s Network Resource. Information shall include, but is not limited to:

- (1) the date on which all of «Customer Name»’s rights to use the Network Resource terminate, and
- (2) information about such resource needed to maintain its designation as a Network Resource, as required in the FERC pro forma OATT, and

**“DRAFT” PRE-DECISIONAL, FOR DISCUSSION PURPOSES ONLY**

- (3) additional relevant information including, but not limited to, protocols, operational information including metering responsibilities, Scheduling Points of Delivery, and any unique billing arrangements and payment information.

**5.3 Exhibit Revisions**

If any information in the Exhibit changes at any time during the term of Agreement, the Party that is aware of such change shall notify the other Party and BPA shall update the Exhibit.

**6. OTHER REQUIREMENTS OF «CUSTOMER NAME» AND LIMITATION ON NETWORK RESOURCES**

**6.1 Hourly Minimum Load Requirement**

«Customer Name»’s rights to **Transfer Service** for the Non-Federal Resource(s) shall not exceed BPA’s minimum hourly forecast of «Customer Name»’s Total Retail Load on any hour.

**6.2 Above RHWL Load Requirement**

Unless «Customer Name» has purchased BPA’s Resource Remarketing Service, BPA shall ~~neither~~ **not** obtain ~~nor~~ **or** pay for Transfer Service for that portion of «Customer Name»’s Non-Federal Resource that exceeds its Above RHWL Load.

**6.3 Generation Metering Requirements**

«Customer Name» shall ensure that its Network Resource meets all resource metering requirements consistent with section 15 of the RD Agreement, and any requirements of the generation host Balancing Authority or Third Party Transmission Provider.

**6.4 Scheduling Requirements**

«Customer Name» shall be responsible for managing its Network Resource and shall schedule power consistent with Exhibit F, Transmission Scheduling Service of its RD Agreement.

**7. UNDESIGNATION OF NETWORK RESOURCE**

Once the Third Party Transmission Provider has designated «Customer Name»’s Non-Federal Resource as a Network Resource, BPA shall not undesignate such Network Resource until such time as specified in the applicable Network Resource Exhibit. Such undesignation and any subsequent designation shall be consistent with Exhibit A of the RD Agreement and Section 3 of this Agreement.

**8. MARKET PURCHASES**

Once «Customer Name»’s Non-Federal Resource has been designated as a Network Resource, «Customer Name» may use a Market Purchase to displace the Network Resource, which BPA shall schedule on secondary network service, provided that:

**“DRAFT” PRE-DECISIONAL, FOR DISCUSSION PURPOSES ONLY**

- (1) such Market Purchase is only scheduled in preschedule and not modified in real time, consistent with section 4.1 of Exhibit F of the RD Agreement, and such Market Purchase is at least one calendar day in duration;
- (2) the megawatt amount of the Market Purchase does not exceed the amount of the Network Resource that «Customer Name» would have scheduled to its load;
- (3) «Customer Name» does not, under any circumstances, remarket its Network Resource or perform any other operation that would cause BPA to be in violation of its obligations under the Third Party Transmission Provider’s OATT;
- (4) «Customer Name» is responsible for acquiring transmission service, and paying for the costs associated with such transmission service, necessary to delivery the Market Purchase to the Last Transfer Segment. These costs include, but are not limited to, any additional energy imbalance, redispatch, and unauthorized increase charges (UAI charges) that result from a transmission curtailment that impacts the resulting secondary network schedule; and,
- (5) any RSS products that «Customer Name» has purchased from BPA, or transmission curtailment services, shall not apply to the market purchase(s).

If «Customer Name» violates any of the criteria listed above, BPA shall immediately cease obtaining Transfer Service for «Customer Name» for purposes of displacing «Customer Name’s» Network Resource with Market Purchases. Such prohibition shall apply to all Network Resources covered by this Agreement, and the prohibition shall continue for the remaining term of this Agreement. BPA shall pass through to «Customer Name», and «Customer Name» shall pay all penalties, or other assessed costs, that result from «Customer Name» violating the conditions of this Agreement.

**9. DUTIES OF COOPERATION**

- 9.1 The Parties shall cooperate to establish the necessary protocols, provisions, and other arrangements that are reasonably necessary to manage any particular characteristic of «Customer Name’s» Non-Federal Resource(s).
- 9.2 The Parties shall cooperate to establish the necessary protocols, provisions, and other arrangements that are reasonably necessary to ensure that the holder of the Transfer Service contract is able to meet its obligations to the Third Party Transmission Provider as set out in the applicable transmission service contract.

**10. PROVISIONS INCORPORATED BY REFERENCE**

The following provisions are incorporated by reference from «Customer Name’s» RD Agreement, as they may be amended or replaced:

**“DRAFT” PRE-DECISIONAL, FOR DISCUSSION PURPOSES ONLY**

- (1) section 23.7, BPA Appropriations Refinancing
- (2) section 24.1, Amendments
- (3) section 24.2, Entire Agreement and Order of Precedence
- (4) section 24.3, Assignment
- (5) section 24.4, No Third Party Beneficiaries
- (6) section 24.5, Waivers
- (7) section 24.6, BPA Policies

**10.1 Billing and Payment**

Any payments required by «Customer Name» pursuant to this Agreement shall be made in accordance with section 16, Billing and Payment, of the Power Sales Agreement, except that there shall be a month delay on all charges that are passed through to «Customer Name» as described in Section 4.3, 4.4 and 4.5 of this Agreement.

**10.2 Information Exchange and Confidentiality**

Upon request, each Party shall provide the other Party with any information that is necessary to administer this Agreement. Requests by either Party for expedited provision of information shall not be unreasonably denied.

Before «Customer Name» provides information to BPA that is confidential, or is otherwise subject to a privilege or nondisclosure, «Customer Name» shall clearly designate such information as confidential. BPA shall notify «Customer Name» as soon as practicable of any request received under the Freedom of Information Act (FOIA), or under any other federal law or court or administrative order, for any confidential information. BPA shall only release such confidential information to comply with FOIA or if required by any other federal law or court or administrative order. BPA shall limit the use and dissemination of confidential information within BPA to employees who need it for purposes of administering this Agreement.

**11. NOTICES AND CONTACT INFORMATION**

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

- (1) delivered in person;
- (2) by a nationally recognized delivery service with proof of receipt;
- (3) by United States Certified Mail with return receipt requested;
- (4) electronically, if both Parties have means to verify the electronic notice's origin, date, time of transmittal and receipt; or
- (5) by another method agreed to by the Parties.

**“DRAFT” PRE-DECISIONAL, FOR DISCUSSION PURPOSES ONLY**

Notices are effective when received. Either Party may change the name or address for delivery of notice by providing notice of such change or other mutually agreed method. The Parties shall deliver notices to the following person and address:

If to «Customer Name»:

«Utility Name»  
«Street Address»  
«P.O. Box »  
«City, State, Zip»  
Attn: «Contact Name»  
«Contact Title»  
Phone: «###-###-####»  
FAX: «###-###-####»  
E-Mail: «E-mail address»

If to BPA:

Bonneville Power Administration  
«Street Address»  
«P.O. Box»  
«City, State, Zip»  
Attn: «AE Name - Routing»  
«Senior »Account Executive  
Phone: «###-###-####»  
FAX: «###-###-####»  
E-Mail: «E-mail address»

**12. SIGNATURES**

The signatories represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

«FULL NAME OF CUSTOMER»

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By \_\_\_\_\_  
«Title»

By \_\_\_\_\_  
Account Executive

Name \_\_\_\_\_  
(Print/Type)

Name \_\_\_\_\_  
(Print/Type)

Date \_\_\_\_\_

Date \_\_\_\_\_

(PBLAN-PS«X/LOC»-W:\PS«X»\PM\CT\«#####».DOC) «mm/dd/yy» *{Insert date of finalized contract here}*

**Exhibit A**  
**Non-Federal Designated Network Resource Description**

**1. Customer Information**

1.1 Contact Name: \_\_\_\_\_

1.2 Contact Phone: \_\_\_\_\_

1.3 Contact Facsimile: \_\_\_\_\_

1.4 Contact Email: \_\_\_\_\_

**2. Non-Federal Resource Information**

2.1 Name of resource: \_\_\_\_\_

2.2 Type of resource: \_\_\_\_\_

2.3 Balancing Authority in which resource is located: \_\_\_\_\_

2.4 Date resource will begin serving load: \_\_\_\_\_

2.5 Date resource stop serving load: \_\_\_\_\_

2.6 Nameplate generation of resource: \_\_\_\_\_

2.7 Meter information for Resource:

2.8 <<Customer Name>>'s purchase obligation for this resource?

a) Total term of purchase: start date: \_\_\_\_\_  
end date: \_\_\_\_\_

b) Total purchase obligation (Energy): \_\_\_\_\_

2.9 Periods of restricted operations throughout the year: \_\_\_\_\_

2.10 Describe anticipated maintenance schedules for this resource: \_\_\_\_\_

2.11 Minimum loading level of Resource: \_\_\_\_\_

2.12 Normal operating level of Resource: \_\_\_\_\_

2.13 Any must-run unit designations required for system reliability or contract reasons? If so, describe below: \_\_\_\_\_

2.14 Variable generating cost in \$/MWH (for redispatch computations): \_\_\_\_\_

---

### 3. Customer Load Service Information

3.1 List the Balancing Authority Area(s) «Customer Name»’s load is located in that this Resource will be serving: (if there are multiple Balancing Authority Areas, please list all)

---

---

3.2 Indicate which of the following RSS products (if any) «Customer Name» has purchased from BPA – Power Services to support this Resource? If none, write N/A:

(1) Diurnal Flattening Service (DFS) \_\_\_\_\_

(2) Forced Outage Reserve Service (FORS) \_\_\_\_\_

(3) Resource Remarketing Service (RRS) \_\_\_\_\_

3.3 Amount of Above-RHWM Load served by this Resource: \_\_\_\_\_

### 4. Applicable Transmission

4.1 If the resource is located in a Balancing Authority Area other than that of the load, please fill out the table below to describe all transmission used to deliver this resource from source to load’s Balancing Authority Area throughout the time period beginning on the date specified above in 2.2 and ending with the date specified above in 2.3.

Key:

*Point of Receipt (POR)* is the location for the first leg of any transmission service used to move the Non-Federal resource to «Customer Name»’s load. The first listed POR is the point of generation integration for the resource. Every time the Transmission Provider changes, a new POR is required.

*Point of Delivery (POD)* is the location for termination of each leg of the journey from the point of generation integration to «Customer Name»’s load. The final listed POD is the point of delivery for «Customer Name»’s load.

*Class* is the nature of transmission service provided: firm or nonfirm.

*Type* is the type of service agreement under which the transmission is provided: Network Transmission (NT) or Point-to-Point (PTP).

**“DRAFT” PRE-DECISIONAL, FOR DISCUSSION PURPOSES ONLY**

*OASIS Number* is the number assigned by the Transmission Provider for the service described in this table.

<b>POR</b>	<b>POD</b>	<b>Start Date</b>	<b>Stop Date</b>	<b>Class</b>	<b>Type</b>	<b>OASIS Number</b>

**5. Billing and Payment**

- 5.1 Customer costs**
- 5.2 Pass through costs**
- 5.3 Ancillary Service Costs**
- 5.4 Direct assignment costs**

**6. Attestations, Declarations, and Agreements**

Please answer the following questions for the resource identified above

- 6.1.2. Do you attest that you either own the identified resource or have committed to purchasing it pursuant to an executed contract? Any such purchase contract may stipulate that the commitment is conditioned upon «Customer Name»’s ability to secure Network Resource status for the resource. \_\_\_\_\_
- 6.1.3 Do you attest that, except for resource outages, the resource will produce firm energy in amounts no less than those stated above and that such firm energy will be used to serve your load on a firm basis, consistent with the provisions of this Agreement and Regional Dialogue power sales contract. \_\_\_\_\_
- 6.1.4 Do you declare that, to the best of your knowledge, the resource above comports with all applicable requirements for a Network Resource designation, including those set forth in the «Transmission Provider»’s Tariff and other applicable regulations of the Federal Energy Regulatory Commission? \_\_\_\_\_
- 6.1.5 Do you agree to redispatch the resource above upon the «Transmission Provider»’s request pursuant to Section 33.2 of the Tariff? \_\_\_\_\_
- 6.1.6 Do you declare that the resource above requires the scheduling of firm energy on firm transmission? \_\_\_\_\_

**“DRAFT” PRE-DECISIONAL, FOR DISCUSSION PURPOSES ONLY**

By signing below I attest that, to the best of my knowledge, all the information contained in this form is accurate and that I am authorized by «Customer Name» to sign on their behalf.

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)