

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

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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 principles in Exhibit G of the RD Agreement and policies in the RD Policy and ROD and the Contract Policy ROD related to Transfer Service, and this Agreement implements those principles and policies.

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.

This Agreement is intended to serve as an enabling agreement under which BPA will offer specific terms for delivering Network Resources to «Customer Name»’s Total Retail Load. Specific terms for each Network Resource will be contained in a Network Resource Exhibit.

~~Each exhibit to this Agreement shall contain specific information regarding a Network Resource (Network Resource Exhibit).~~

The Parties intend 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 Total Retail ~~load~~ 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.

- 2.1 “Fiscal Year Cap” means the annual average megawatt cap described in the Contract Policy ROD and section 1 of 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 of customers’ Network Resources to serve Above-RHWM Loads.
- 2.2 “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.
- 2.3 “Market Purchase” means a ~~Non-Federal Resource~~ resource that «Customer Name» uses to displace a Network Resource.
- 2.4 “Network Load” 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.
- 2.45 “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 approved as a designated Network Resource by a Third Party Transmission Provider, ~~as a “Network Resource.”~~
- 2.56 “Non-Federal Resource” means any Generating Resource or Contract Resource used to serve any portion of «Customer Name»’s Above-RHWM Load, provided such resource is not acquired from BPA.
- 2.67 “Network Resource Exhibit” means an exhibit as described in section 5 of this Agreement.
- 2.78 “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.
- 2.89 “Third Party Transmission Provider” means a transmission provider other than BPA that delivers power to «Customer Name» across the Last Transfer Segment.

2.910 “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

The procedures of this section 3 shall govern any application for Transfer Service support for a Non-Federal Resource that «Customer Name» intends to acquire to serve Above-RHWM Load.

3.1 Customer Application

«Customer Name» shall have the right to request Transfer Service support from BPA for the delivery of any Non-Federal Resource that «Customer Name» intends to acquire to serve its Above-RHWM Load, provided that such request shall be for service of at least one year in duration. «Customer Name»’s request shall comply with the requirements of this section 3.

To request Transfer Service support from BPA for delivery of any Non-Federal Resource, «Customer Name» shall complete and submit to BPA an application form that BPA shall make available at the following publicly accessible website: www.bpa.gov. «Customer Name» shall submit its completed application form to BPA at least one year prior to the date «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 Resource.

On a case by case basis, BPA may consider requests to obtain Network Resource designation for a Non-Federal Resource made less than one year prior to the date «Customer Name» anticipates it will start receiving energy from its Non-Federal Resource. However, BPA shall have no obligation to apply for Network Resource designation for a Non-Federal Resource that «Customer Name» requests with less than one year prior notice.

3.2 BPA Notice and Completing Customer Application

Within ten Business Days of BPA’s receipt of «Customer Name»’s application, BPA shall notify «Customer Name» as to the status of the application. Such notice shall inform «Customer Name» of (1) 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, and (2) whether «Customer Name»’s request for Transfer Service for its Non-Federal Resource exceeds, or partially exceeds, the current Fiscal Year Cap.

If the information in «Customer Name»’s application is insufficient, then 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 or within such time as the Parties may agree.

If «Customer Name»’s request exceeds or partially exceeds the current Fiscal Year Cap, then «Customer Name» shall notify BPA within ten Business Days after receipt of BPA’s notification whether «Customer Name» will withdraw or proceed with its application.

3.3 Coordinating Network Resource Designation

Once the Parties have completed the requirements in sections 3.1 and 3.2 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.

If the Third Party Transmission Provider indicates that studies or construction are required to designate «Customer Name»’s Non-Federal Resource as a Network Resource, then BPA shall notify «Customer Name» of such [additional studies or construction requirements pursuant to section 11 of this Agreement](#). If, based on such studies or construction, «Customer Name» chooses to withdraw its request, «Customer Name» shall notify BPA within five Business Days of receiving notice from BPA of such requirements. If no notice of withdrawal is received, then BPA shall proceed with «Customer Name»’s Network Resource designation, and «Customer Name» shall reimburse BPA for all costs the Third Party Transmission Provider determines are necessary and charges to BPA to designate «Customer Name»’s Network Resource.

3.4 Failure to Receive Designation of Non-Federal Resource

~~BPA shall not be liable to «Customer Name» in the event that, If the Third Party Transmission Provider has not ~~agreed to designate~~ approved the designation of «Customer Name»’s Non-Federal Resource as a Network Resource within the requested timeframe, then BPA shall not be liable to «Customer Name» for any costs or penalties «Customer Name» may incur as a result of the failure to obtain a Network Resource designation. Further, BPA shall not be obligated to obtain Transfer Service for such resource. designation cannot be obtained as requested in «Customer Name»’s application. BPA shall have no obligation to «Customer Name» to obtain Transfer Service for a Non-Federal Resource for which the Third Party Transmission Provider has not approved as a designated Network Resource.~~

«Customer Name» shall reimburse BPA for any costs assessed by the Third Party Transmission Provider regarding «Customer Name»’s request for Transfer Service, regardless of whether Network Resource designation is obtained for «Customer Name»’s Non-Federal Resource.

4. PARTIES’ PAYMENT OBLIGATIONS

Once «Customer Name»’s Non-Federal Resource has been approved as a designated Network Resource and BPA has obtained Transfer Service for such resource, the Parties shall be responsible for costs as follows:

4.1 Customer Obligations:

- 4.1.1 «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, and
- 4.1.2 In accordance with the Power Services’ General Rate Schedule Provisions (GRSPs), or its successor, «Customer Name» shall pay for the Ancillary Services of regulation and frequency response and that portion of operating reserves associated with «Customer Name»’s Total Retail Load, at BPA Transmission Services rates for these Ancillary Services. BPA shall charge «Customer Name» for Ancillary Services of 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 General Rate Schedule Provisions (GRSP).

4.2 BPA Obligations

BPA shall pay the costs of Transfer Service to deliver «Customer Name»’s Network Resource to «Customer Name»’s Total Retail Load, including the full costs of the tariff rate for transmission, load regulation, operating 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. BPA shall recover the cost of the Transfer Services identified in this section 4.2 through generally applicable power or transmission rates, except as otherwise specified in this ~~agreement~~Agreement.

4.3 Customer Obligation to Reimburse BPA

BPA shall charge, and «Customer Name» shall reimburse BPA, costs charged to BPA by the Third Party Transmission Provider for Transfer Service as specifically set forth in a Network Resource Exhibit to this Agreement that is associated with the Network Resource for which BPA has obtained Transfer Service. Such costs shall include:

- (1) any costs specified in a Network Resource Exhibit associated with redispatch, congestion management, distribution and low-voltage delivery and real power losses associated with the Network Resource;

- (2) any Ancillary Services costs other than load regulation, generation supplied reactive and any operating reserves associated with load;
- (3) any costs charged to BPA by the Third Party Transmission Provider for operating reserves associated with «Customer Name»’s Non-Federal Resource;
- (4) any study costs necessary to provide continued transmission service for «Customer Name»’s Network Resource;
- (5) any 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 GRSPs;
- (6) costs that shall apply in the event that «Customer Name» does not acquire Transmission Service from BPA Transmission Services for its Network ~~Resource~~ Load served by «Customer Name»’s 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;
- (7) any 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, including any costs that would otherwise be borne by BPA pursuant to section 4.2;
- (8) any other costs related to the delivery of «Customer Name»’s Network Resource, except for charges BPA is obligated to pay in accordance with section 4.2, which includes for transmission at the tariff rate, load regulation, operating reserves associated with «Customer Name»’s Total Retail Load and generation supplied reactive.

4.4 Reimbursement of Transfer Costs Above Fiscal Year Cap

If BPA’s Fiscal Year Cap is fully or partially exceeded and «Customer Name» elected to have BPA obtain a Network Resource designation pursuant to section 3.2, then BPA shall charge and «Customer Name» shall reimburse BPA for 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. Reimbursement of costs shall continue until such time as the Fiscal Year Cap ~~is~~ increased/increases and all of «Customer Name»’s Non-Federal Resource may

be accommodated under the Fiscal Year Cap, as described in Exhibit G of the RD Agreement and the Contract Policy ROD.

5. **NETWORK RESOURCE EXHIBITS**

In eEach Network Resource Exhibit to this Agreement BPA shall address the specifics of Transfer Service for 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 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 Network Resource Exhibits**

Each Network Resource Exhibit of this Agreement shall identify resource-specific information regarding charges, 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
- (3) additional relevant information including, but not limited to, protocols, operational information including metering responsibilities, Scheduling Points of Delivery, and any 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. BPA shall update the Network Resource Exhibit consistent with the change.

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

6.1 Hourly Minimum Load Requirement

«Customer Name»’s hourly right 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-Above~~-RHWM Load Requirement

Unless «Customer Name» has purchased BPA’s Resource Remarketing Service, BPA shall not obtain or pay for Transfer Service for that portion of «Customer Name»’s Non-Federal Resource that exceeds its ~~Above-Above~~-RHWM Load.

6.3 Generation Metering Requirements

«Customer Name» shall ensure that its Network Resource, that is a Generating Resource, meets ~~all resource~~-metering requirements consistent within 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 «Customer Name»’s Non-Federal Resource has been designated as a Network Resource, BPA shall not undesignate such Network Resource until such time as specified in the applicable Network Resource Exhibit, except as mutually agreed by the Parties. Any undesignation of a Network Resource to which the Parties mutually agree, ~~to undesignate shall only be for purposes of accommodating «Customer Name»’s load growth planning, and shall not be for the temporary undesignation of a Network Resource for marketing purposes shall only be for purposes of accommodating «Customer Name»’s load growth planning.~~ Such undesignation and any subsequent designation shall be consistent with Exhibit A of the RD Agreement and Section 3 of this Agreement.

Comment [as1]: Provide flexibility for designating full resource amount but then only using partial amount as AHWM obligation grows. Not meant to provide temporary undesignation for marketing purposes.

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:

- (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;

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- (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 deliver 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 such market~~ Market purchase Purchase(s).
- (6) all cost obligations described in sections 4.1, 4.2, 4.3 and 4.4 shall apply to such 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 -BPA is able to meet its obligations to the Third Party Transmission Provider as set out in the applicable transmission service contract. Such necessary protocols, provisions and other arrangements may be reflected in the appropriate Network Resource Exhibit for «Customer Name»’s Non-Federal Resource.

10. PROVISIONS INCORPORATED BY REFERENCE

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

- (1) section 23.7, BPA Appropriations Refinancing
- (2) section 24.1, Amendments
- (3) section 24.3, Assignment
- (4) section 24.4, No Third Party Beneficiaries
- (5) section 24.5, Waivers
- (6) section 24.6, BPA Policies

10.2 **Billing and Payment**

Any payments required by «Customer Name» pursuant to this Agreement, ~~including costs associated with any application for service under this Agreement specified in a Network Resource Exhibit, or as described in section 3.3 and 3.4,~~ shall be made in accordance with section 16, Billing and Payment, of the RD Agreement, except that there shall be a month delay on all charges that are passed through to «Customer Name».

10.3 **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.

10.4 ~~**Entire Agreement and Order of Precedence (to discuss)**~~

~~In the event that there is a conflict between the body of this Agreement and an attached executed Network Resource Exhibit, the executed Network Resource Exhibit shall prevail. If there is a conflict between this Agreement or an attached executed Network Resource Exhibit in a section that specifically refers to «Customer Name»’s RD Agreement, the terms in «Customer Name»’s RD Agreement shall prevail. Provided, however, if the conflict is between this Agreement or an attached executed Network Resource Exhibit and the principles contained in Exhibit G of the RD Agreement, Principles of Non-Federal Transfer Service, this Agreement or the attached executed Network Resource Exhibit shall prevail.~~

10.5 ~~**GRSP reference does not make rates subject to contract law.**~~ **Disputes Over Rates**

Pursuant to, and consistent with, section 6.4 of «Customer Name»’s RD Agreement, any disputes over the interpretation, administration, and implementation of the Tiered Rate Methodology, rates, or the GRSPs, as referenced in this Agreement, shall be: (1) resolved pursuant to any applicable procedures set forth in the TRM; (2) reviewable as part of a proceeding under section 7(i) of the Northwest Power Act; and (3) if resolved by the Administrator outside such a 7(i) proceeding, reviewable as a final action by the United States Court of Appeals for the Ninth Circuit under section 9(e)(5) of the Northwest Power Act. Any exceptions to the resolution of rate matters outside of the aforementioned shall be pursuant to section 6.4 of the RD Agreement.

11. NOTICES AND CONTACT INFORMATION

Any notice required under this Agreement 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.

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 _____

(PBLLAN-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: _____

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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 Indicate whether «Customer Name» has purchased Resource Remarketing Service (RRS) from BPA – Power Services to support this Resource? If none, write N/A

3.4 Amount of Above-RHWM Load served by this Resource (may vary by year):

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.

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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).

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

POR	POD	Start Date	Stop Date	Class	Type	OASIS Number

5. Billing and Payment

5.1 **Customer costs**

5.2 **Pass through costs**

5.3 **Ancillary Service Costs**

5.4 **Direct assignment costs**

5.5 **Study Costs**

6. Attestations, Declarations, and Agreements

Please answer the following questions for the resource identified above

- 6.1 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. _____
- 6.2 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. _____
- 6.3 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

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- Provider**’s Tariff and other applicable regulations of the Federal Energy Regulatory Commission? _____
- 6.4 Do you agree to redispatch the resource above upon the **«Transmission Provider»**’s request pursuant to Section 33.2 of the Tariff? _____
- 6.5 Do you declare that the resource above requires the scheduling of firm energy on firm transmission? _____

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 to sign the Exhibit.

Customer Attestation and Agreement to Exhibit

(Name)

Customer _____
(Title)

(Date)

Agreement by BPA:

(Name)

BPA AE _____
(Title)

(Date)