Deferral Service (Extension of Commencement of Service)

BPA Transmission Business Practice

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Customers with an executed Transmission Service Agreement may choose to postpone commencement of transmission service. This Business Practice describes the requirements and process for deferring transmission service.

OATT Reference
- Sections 15.5; 17.7

For more information, visit the BPA Transmission Business Practices page or submit questions to techforum@bpa.gov.

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A. General Criteria
1. The Customer must have an executed Long-Term Firm (LTF) Point-to-Point (PTP) Transmission Service Agreement.
   a. A Redirect Reservation having the same term as the Parent Reservation can be deferred if service on the Parent Reservation has not commenced.
2. The Customer can obtain up to five deferrals for LTF PTP Transmission Service.
3. Each CONFIRMED Deferral Request will count against the limit of five deferrals, regardless of duration, except when all of the following conditions are met, in which case multiple CONFIRMED deferral requests of all or part of the Parent Reservation may be counted as a single deferral:
   a. The deferral requests are submitted on the same calendar day.
   b. The Related Ref field of the Deferral Transmission Service Requests (TSRs) each specifies the same Parent Reservation.
4. If a Parent Reservation has been OASIS Transferred to a single party or multiple parties prior to Deferral, each Assignee retains the remaining Deferral rights for its Transferred portion of the Parent Reservation.
5. Each time a deferral occurs, the end date of the Service Agreement will be extended so that the original duration of service does not change, except when the Effective Date of the Service Agreement is prior to August 16, 2005.
6. A Customer may request a deferral for all or part of a year if the Service Commencement Date (SCD) of the original Service Agreement is August 16, 2005 or after. If the SCD is prior to August 16, 2005, then all deferrals must be in one year increments.

7. If the deferral would result in shorter service duration due to a Reservation Priority restriction in the Service Agreement, the deferral will not be permitted.

8. The Customer shall pay the Reservation Fee set forth in BPA's rate schedules in effect at the time the Deferral Request is submitted on OASIS.

   a. A non-refundable reservation fee equal to the charge for one-month of Transmission Service is required for the Extension of Commencement of Service TSR that extends the Service Commencement Date of the CONFIRMED TSR.

   b. Short Distance Discount does not apply to the Reservation Fee.

   c. The non-refundable reservation fee for Extension of Commencement of Service must be received by BPA Transmission Services within 30 calendar days of the Service Commencement Date of the TSR being deferred. If the 30th calendar day is on a Saturday, Sunday, or Federal Holiday, the non-refundable reservation fee is due no later than the following Business Day.

   d. If payment is not received within the timeframe set forth above, its Deferral Request will be DECLINED or, if the request has been confirmed, it will be unilaterally ANNULLED by Transmission Services.

   e. Reservation Fee Payment Instructions

      i. Reservation Fees must be remitted in accordance with instructions which are available at www.bpa.gov HOW TO PAY BPA. Customers may also contact BPA’s Accounts Receivable at (503) 230-4760, or their BPA TS Account Executive for instructions.

      ii. When making electronic payments, Customers must include the words “Non-Refundable Reservation Fee” in the memo field.

9. If a Customer is unable to pay electronically, BPA TS will allow the submittal of paper checks. Prior to sending a paper check, the Customer must contact BPA’s Accounts Receivable at (503) 230-4760, their BPA TS Account Executive, or the BPA TS Fee Administrator at (360) 619-6097.

10. A Customer may elect to defer the Service Commencement Date for any portion of its Reserved Capacity. However, only that part of the Reserved Capacity that was previously deferred may be deferred in subsequent deferrals.

11. Once a Long-Term TSR is split into multiple Long-Term TSRs (for example, through multiple partial deferrals), BPA Transmission Services does not allow the TSRs to be recombined into a single Long-Term TSR.
12. A Customer may delay its Service Commencement Date either:
   a. By submitting a Deferral Request over the OASIS at least 60 calendar days prior to the start date and time of the Parent Reservation.
   b. At the time the Customer confirms the Parent Reservation over the OASIS if such date and time of the Deferral Request is less than 60 calendar days prior to the start date and time in the Parent Reservation.

13. The Deferral Request must include the following:
   b. Request Type must be Deferral.
   c. Point of Receipt (POR)/Point of Delivery (POD) and Source/Sink must be identical to the Parent Reservation.
   d. MW capacity requested in the Deferral Request must be less than or equal to the MW capacity in the Parent Reservation.
   e. Stop date and time must be moved in tandem with the start date and time.
   f. The Related Ref field of the Deferral Request must be filled with the Assignment Reference (A-ref) of the Parent Reservation.

14. BPA Transmission Services will tender the Customer an unexecuted exhibit within 30 calendar days after the date of ATC Authorization of the Deferral Request.

15. The Customer shall have 15 calendar days from the date of tender of the unexecuted exhibit to sign and return the exhibit to BPA Transmission Services.

16. Upon receipt of a signed exhibit from the Customer, BPA Transmission Services will change the OASIS status of the Deferral TSR to ACCEPTED.

17. If the TSR is preconfirmed, the status will automatically update from ACCEPTED to CONFIRMED.

18. If the TSR is not preconfirmed, the customer will have 15 Calendar days to CONFIRM the TSR. If the Customer fails to place the TSR in CONFIRMED status within 15 Calendar Days after the Deferral Request has been ACCEPTED, BPA Transmission Services will place the TSR in RETRACTED status and the TSR will receive no further consideration.

19. The Parent Reservation will remain unchanged.

20. If the Customer gives the Deferral Request an OASIS status of CONFIRMED within two Business Days after the deferral request has been ACCEPTED, the exhibit is deemed binding and executed and BPA Transmission Services will:
   a. DISPLACE the Parent Reservation.
   b. Send an executed exhibit to the Customer within five Business Days.
   c. Begin the competition procedure described in Section B below.

21. Failure by the Customer to sign and return the exhibit to BPA Transmission Services within 15 calendar days from receipt of the exhibit will result in the following:
   a. BPA Transmission Services will give the Deferral Request an OASIS status of DECLINED.
b. The Deferral Request will receive no further consideration.

c. The Parent Reservation will remain unchanged.

B. Competition Procedures

1. Deferral Requests will be competed in queue order.
2. The Customer’s queue time is the date/time of the Customer’s first Deferral Request.
3. Each subsequent Deferral Request will not receive a new queue time and will not affect the order of competition.
4. If multiple Deferral Requests have identical queue times, the multiple Deferral Requests will be competed in order of their TSR number.
5. The Available Transfer Capability (ATC) that is eligible for competition due to the Deferral Request will be offered to Competing Requests when all or part of the Competing Request can be satisfied only by releasing all or part of the Customer’s Reserved Capacity.
6. Eligible ATC that becomes available as a result of a Deferral Request will be competed and must be resolved under Section 17.7 of the OATT prior to competition under the provisions of Section 2.2 of the OATT as outlined in BPA Transmission Services’ Reservation Priority Business Practice.
7. Once a Deferral Request is given an OASIS status of CONFIRMED, BPA Transmission Services will determine whether a Competing Request is present in its OASIS queue.
8. Deferral Competitions involving 2008 PTSAs
   a. 2008 PTSAs as Defenders
      i. Transmission Services will initiate a competition with a 2008 PTSA as the Defender when all of the following conditions are met:
         1. The 2008 PTSA is the next deferral in Transmission Service’s deferral queue to be competed as a Defender;
         2. The Challenger is the highest-queued request that would be enabled, in full or in part, by a release of the Defender’s capacity, in full or in part;
         3. The Challenger’s requested start date is earlier than the Defender’s deferred start date;
         4. The Challenger does not have a PTSA;
         5. The Challenger is an original request for service;
         6. The capacity of the Challenger must equal or exceed the amount of capacity the Defender must release to enable the Challenger; and
         7. If the term of the Defender is five years or more, the term of the Challenger must be a minimum of five years. If the term of the Defender is less than five years, the term of the Challenger must equal or exceed the term of the Defender.
ii. If the conditions in 8(a)(i)(1), above, are met, Transmission Services will conduct the competition pursuant to the competition procedures set forth in this Business Practice. Transmission Services conducts deferral competitions sequentially in queue order.

iii. If these conditions are not met, Transmission Services will evaluate the next queued deferral for competition pursuant to this Business Practice.

b. 2008 PTSAs as Challengers

i. Customers with 2008 PTSAs are eligible to compete as Challengers in deferral competitions, except where the Defender is also a 2008 PTSA.

ii. If a Customer with a 2008 PTSA and SA is identified as a Challenger for ATC that is eligible for competition due to a Deferral Request, the Customer’s PTSA and SA serves as the Contingent Exhibit for purposes of this Business Practice.

iii. Transmission Services will offer the Challenger a new SA to include a provision stating that the Challenger cannot request deferrals for that SA.

iv. The Challenger must take both of the following actions within 15 calendar days from receipt of the new SA offered by Transmission Services:
   1. Sign and return the new SA to BPA Transmission Services.
   2. Submit a Competition Request over OASIS.

v. If the Challenger fails to take either of the actions described in Step 8.b.iv, the Challenger’s Competing Request will remain in the OASIS queue and will not be considered for any future competitions.

9. If no Challenger is found in the OASIS queue, the Deferral Request will remain CONFIRMED and BPA Transmission Services will continue to evaluate subsequent LTF TSRs for potential Challengers.

10. If a Challenger is found in the OASIS queue, BPA Transmission Services will:

   a. Send a set of unsigned Deferral Tables to the Customer (Defender) that describes the full range of possibilities that exists as a result of the competition.

   b. Tender an unexecuted Contingent Exhibit to the Challenger.

11. The Challenger’s request will be given an OASIS status of DECLINED and receive no further consideration if the Challenger fails to:

   a. Execute and return the Contingent Exhibit to BPA Transmission Services within 15 calendar days from receipt of the Contingent Exhibit offered by BPA Transmission Services.

   b. Submit a Competition Request within 15 calendar days from receipt of the Contingent Exhibit offered by BPA Transmission Services.

12. If the Challenger meets the requirements, BPA Transmission Services will notify the Defender of the outcome of the challenge and set the Defender’s competition flag in OASIS to YES.

13. The Defender will be given 30 calendar days after receipt of the Deferral Table(s) to execute and return the appropriate Deferral Table(s) to BPA Transmission Services to take one of the following actions:
a. Commence service for the entire MW capacity of the Parent Reservation concurrent with the start date and time of the Challenger's request.

b. Release all or part of its capacity (the portion it would have to release to enable the Contingent Exhibit) to the Challenger.

c. Submit a new Preconfirmed Matching Request identical to the service offered in the Deferral Table that the Defender elected to execute, that includes a Related Ref of the CONFIRMED Deferral Request and a Deal Ref of the Parent Reservation.

14. If the Defender responds within the specified timeframe, BPA Transmission Services will:
   a. Give the Defender's Matching Request an OASIS status of ACCEPTED/CONFIRMED.
   b. Execute the Defender's Deferral Table(s).
   c. Change OASIS status of the Parent Deferral to DISPLACED.

15. If the Defender released all or part of its capacity to the Challenger, BPA Transmission Services will give the Challenger's Competition Request an OASIS status of ACCEPTED/CONFIRMED and execute the Challenger's Contingent Exhibit.

16. If the Defender fails to respond within the specified timeframe, BPA Transmission Services will:
   a. Recall the needed capacity from the Deferral Request, if not all capacity is needed, or change the OASIS status of the Deferral Request to DISPLACED, if the capacity is needed.
   b. Give the Challenger's competition request an OASIS status of ACCEPTED/CONFIRMED.
   c. Execute the Contingent Exhibit with the Challenger.
   d. Modify the Defender's executed exhibit to decrement the Reserved Capacity by an amount equal to that allocated to the Challenger's Contingent Exhibit.

17. BPA Transmission Services will send executed exhibits, Contingent Exhibits, and/or notices to the Defender and Challenger within five calendar days.

18. If the Defender with an Existing Exhibit defends the MW capacity as described in section B(13)(a), BPA TS will include a provision in the Existing Exhibit stating that the Defender can no longer request deferrals for that portion of the Reserved Capacity offered in the Contingent Exhibit.

19. BPA Transmission Services will include a provision in the Challenger's Contingent Exhibit stating that the Challenger cannot request deferrals for that contract.