



2010 Network Open Season, Version 6

Effective: 10/18/13

This Bulletin describes procedures for participation in the 2010 **Network Open Season (NOS)**¹. Except as noted, all requirements specified in BPA Transmission Services' business practices remain in effect and will apply to NOS. Section 2 within Section L, Special Terms, was revised to accurately reflect the processing of Redirect requests for PTSA holders.

Version 6 deletes Steps L.1.a (last sentence) through L.1.a.ii with bullets to accurately reflect the processing of Redirect requests for PTSA holders.

A. TSR Eligibility

1. Transmission Service Requests (TSRs) for service over the Bonneville Power Administration (BPA) Network and which are submitted on **OASIS**² by 5 p.m. PDT on June 30, 2010, are eligible for the 2010 NOS with the exception of those TSRs that are:
 - a. Associated with an effective **Precedent Transmission Service Agreement (PTSA)**³, or
 - b. For which BPA Transmission Services, as of June 1, 2010, has determined it is able to provide **Long-Term Firm (LTF) Service**⁴, or
 - c. For which the **Customer**⁵ requests that the **TSR**⁶ be excluded from NOS (opts out) consistent with instructions from BPA Transmission Services. (Note that for TSRs submitted during the Open Season Window, procedures in the Special Terms, Customer Option for Consideration Outside of the NOS Process section below describe the steps for opting out), or
 - d. Requests for service over the Montana and Southern Interties (Northwest AC Intertie and Pacific DC Intertie).

¹The process by which Transmission Services desires to contractually and financially secure a Long-Term Firm commitment from customers with Eligible TSRs to purchase Long-Term Firm Transmission Service.

²Open Access Same-Time Information System

³An agreement under which an Eligible Customer that has submitted an Eligible TSR agrees to purchase the LTF Transmission Service requested if Transmission Services satisfies conditions identified in the agreement.

⁴Either Long-Term Firm (LTF) Point-to-Point (PTP) Transmission Service or LTF Network Integration (NT) Transmission Service.

⁵Any customer taking service under Use of Facilities (UFT), Formula Power Transmission (FPT), Integration of Resources (IR), Part II or Part III of the OATT.

⁶Transmission Service Request

2. All deficiencies in a TSR, including non-receipt of the application deposit, must be remedied in order for the TSR to be eligible for a PTSA.
3. TSRs that participated in a previous NOS and for which a determination was made that such TSR could not be moved forward at a rolled-in rate, are required to participate in the upcoming NOS in addition to moving forward with NEPA¹ to maintain an active status in the queue.
 - a. If a subsequent determination is made that service can be provided for the TSR at the rolled-in rate, some portion of the funds expended on NEPA may be refundable if the plan of service is unchanged or if a portion of the NEPA work is usable for the plan of service for which a rolled-in rate determination is made.
 - i. Such expenditures must have been accounted for by BPA as capital costs and not previously converted to expense to be eligible for such reimbursement.
 - ii. To the extent that some or all of the NEPA work for this plan of service is determined by BPA to be outdated or otherwise not usable at the time that BPA makes the determination to move forward at a rolled-in rate and such NEPA work needs to be redone by BPA, BPA will not reimburse the Customer for the portion of the NEPA work which cannot be used.

¹National Environmental Policy Act

B. Precedent Transmission Service Agreement Offer

1. BPA Transmission Services will offer a PTSA for each Eligible TSR. The PTSA consists of multiple parts:
 - a. The main body, which describes BPA Transmission Services' and Customer requirements and obligations;
 - b. The Table attached as Exhibit A, which describes the terms of service per the Customer's TSR.
 - i. Upon execution of the Table by both parties, the Table will be attached to the Customer's Transmission Service ('Umbrella') Agreement.
 - c. Exhibit B, which identifies information for the Customer to provide regarding the TSR.
2. BPA Transmission Services will provide two copies each of a PTSA and Table for a Customer to sign for each eligible TSR along with two copies of Exhibit B for the Customer to complete.

C. BPA Transmission Services Obligations

1. BPA Transmission Services will:
 - a. Offer a PTSA to all Customers with an eligible TSR, as described in the TSR Eligibility section above and the Processing of TSRs and Authorizations for LTF Service section below.
 - b. Evaluate, on an ongoing basis, Available Transfer Capability (ATC¹) and all other determinants of ability to offer LTF Service² to determine whether the Customer's TSR may be served in its entirety, or a partial amount offered per the Customer election in the Table.
 - c. Perform a Cluster Study³ to identify transmission system impacts, new facility requirements, the plan of service, and estimated costs as well as any applicable segments of the identified plan of service that should be directly assigned to one or more parties participating in NOS.

¹Available Transfer Capability

²Either Long-Term Firm (LTF) or Point-to-Point (PTP) Transmission Service or LTF Network Intergration (NT) Transmision Service.

³A process for studying a group of Transmission Service Requests (TSRs) in the aggregate. A Cluster Study may be used for a System Impact Study (SIS), System Facilities Study (SFS) environmental review, or other study or analysis that is necessary to determine system modifications needed to provide service.

- d. If the Cluster Study results indicate that the existing network transmission system is adequate to accommodate LTF Service to all or a part of a Customer's TSR (equal to or exceeding the minimum MW threshold the Customer identified in Section 1(b)(3) of Exhibit A to the PTSA), BPA Transmission Services will offer service in that amount to the Customer. The procedures for partial offers of LTF Service are set forth in the Offer of Service section below.
 - e. Make the rolled-in rate determination pursuant to Section 5(b) of the PTSA, or an offer of **Conditional Firm Service**¹, no later than eleven months after the **Open Season Deadline**², unless otherwise agreed by BPA Transmission Services and the Customer.
 - f. Conduct the NEPA review and make a decision regarding whether to build the needed transmission system upgrades, or make an offer of Conditional Firm Service, no later than 39 months after the rolled-in rate determination, unless otherwise agreed by BPA Transmission Services and the Customer.
 - g. After satisfaction of requirements and if a decision to build is made per Section 5 of the PTSA, construct new facilities or facility upgrades as necessary to provide the Customer's requested service.
2. Nothing in this bulletin alters any of BPA Transmission Services' rights and obligations specified in the PTSA or Table. In the event of a conflict between the terms of this bulletin and the PTSA or Table, the PTSA or Table will control.

D. Customer Obligations

1. The Customer must sign both copies of the PTSA and the Table, and return one copy of the PTSA and both copies of the Table to BPA Transmission Services along with both copies of the completed Exhibit B by the Open Season Deadline or the status of the corresponding TSR in OASIS will be changed to 'DECLINED'.
2. The Customer must provide the information in Exhibit B to the PTSA, consistent with the requirements described in the Exhibit and this bulletin in the Special Terms section, 8, below or the status of the corresponding TSR in OASIS will be changed to 'DECLINED'.

¹A type of Long-Term Firm Transmission Service that is subject to Conditional Curtailment for the Number of Hours. CFS is firm service with less-than-firm scheduling rights due to NERC priority 6 Conditional Curtailment rights for the Number of Hours in a year specified in the Service Agreement Table for CFS reservation.

²5:00 pm PDT on the date specified in a notice from Transmission Services by which the customer electing to participate in NOS may sign and return the Precedent Transmission Service Agreement (PTSA) Table and provide the completed Exhibit B to Transmission Services, and to provide the Performance Assurance.

3. The Customer must provide and maintain the required **Performance Assurance**¹ in accordance with section 8 of this bulletin or the status of the corresponding TSR in OASIS will be changed to 'DECLINED'.
4. Upon request by BPA, the Customer must **Conform**² its TSR in OASIS and initial the Table in accordance with the Offer of Service section below in order to facilitate execution of the Table.
5. Nothing in this Bulletin alters any of the Customer's rights and obligations specified in the PTSA or Table. In the event of a conflict between the terms of this Bulletin and the PTSA or Table, the PTSA or Table will control.

E. Service Duration

1. A Customer may extend its initial requested service duration at the time it signs the PTSA and Table without filing a new application by designating the extended period in the Table except that the Customer may not extend service duration for Redirect TSRs.

F. Performance Assurance Requirement

1. All Customers must provide Performance Assurance unless they satisfy the exception specified in the PTSA Section 3(e)(1).
2. BPA Transmission Services will implement the exception in the PTSA Section 3(e)(1), a Customer-provided Attestation Statement for TSRs which may qualify, as follows:
 - a. If the Customer has one or more TSRs which may qualify for the treatment described in PTSA Section 3(e)(1), BPA Transmission Services will provide the Customer with an Attestation Statement and instructions on its disposition.
 - b. The Attestation Statement will reflect the Customer's assurance, or attestation, that the TSR is associated with a new Network Resource(s) as provided for in Section 30.2 of the OATT.
 - c. Upon receipt of a valid Attestation Statement, as determined by BPA Transmission Services, prior to the Open Season Deadline, the Customer will not be required to provide Performance Assurance for the TSR and associated PTSA.

¹(A) a Letter of Credit, (B) a security deposit into an Escrow Account, (C) a non-interest bearing cash security deposit with BPA, or (D) a prepayment of transmission service paid to BPA or to the account of BPA under an escrow that the customer will establish.

²A defined NOS term meaning to modify the TSR in OASIS and in the Table, consistent with written directions from the Transmission Provider to allow the Transmission Provider to carry out the requirements of the PTSA and NOS policy and procedures. The Customer must follow such instructions.

3. Performance Assurance Calculation

a. PTP Service

- i. For PTP Customers, the NOS Performance Assurance must equal the requested PTP Reserved Capacity, times the Long-Term Firm rate per Section II.A of the PTP-10 rate schedule, not including Ancillary Services, applied to one year of requested Transmission Service.

b. NT Service

- i. For Network Customers not meeting the exception per section Performance Assurance Requirement, 2, above in this Bulletin, the NOS Performance Assurance must be the charge in Section II.A per the NT-10 base rate, not including Ancillary Services, applied to projected Transmission Service for one year. The Customer and its Account Executive will determine the appropriate billing factors.

4. Performance Assurance Options: Customers must provide Performance Assurance by (1) providing a Letter of Credit, (2) making a non-interest bearing security deposit directly with BPA, (3) establishing and funding a security deposit Escrow Account, or (4) making a prepayment of transmission service by either depositing non-interest bearing funds directly with BPA or establishing and funding a prepayment Escrow Account.

5. Letter of Credit: Please contact BPA at the following address for further instruction for Letter of Credit requirements:

Bonneville Power Administration
905 NE 11TH Ave.
Portland, OR 97232
Phone: (503) 230-3970
Fax: (503) 230-4160
Attn: Credit Manager, DBC-3

6. **Security**¹ Deposit or Prepayment of Transmission Service: Depositing Funds Directly with BPA
- a. Funds deposited with BPA will earn no interest.
 - b. Wire transfer process:
 - i. For instructions to pay the Performance Assurance by electronic transfer to BPA, either through FedWire or Automated Clearing House (ACH), contact your Account Executive or check “How to Pay BPA” http://www.bpa.gov/corporate/business/how_to_pay/ on BPA’s website.
 - ii. When using FedWire, after “OBI=” include the words “Transmission Network Open Season Performance Assurance.”
 - iii. When using the ACH type of electronic transfer, include the words “Transmission Network Open Season Performance Assurance” in the “memo” field on the transfer.
 - iv. BPA Transmission Services will not declare the Performance Assurance to be invalid if a bank removes information from the “OBI” or “memo” field.
 - v. In addition, for prepayments of transmission service deposited directly with BPA, Customer shall notify the Fee Administrator in writing at one of the following addresses that the funds deposited with BPA are a prepayment for transmission service.

Fee Administrator
Bonneville Power Administration
Mail Stop TSRM /TPP-2
PO Box 61409
Vancouver, WA 98666-1409

Overnight Express:
Fee Administrator
Bonneville Power Administration
Mail Stop TSRM/TPP-2
7500 NE 41st Street, Suite 130
Vancouver, WA 98662

Phone: (360) 619-6705
Fax: (360) 619-6940

¹Letter of Credit, deposit into an Escrow Account or cash deposit with BPA that the customer will establish in accordance with the Network Open Season business practice.

Email address: escrow@bpa.gov

7. Security Deposit or Prepayment of Transmission Service: Depositing Funds into an Escrow Account

a. Establishing and Funding an Escrow Account

- i. Escrow Account and related Escrow Agreement (Agreement) must be with a federally chartered financial institution specified by BPA, which will act as Escrow Agent or Trustee (Trustee) for the Customer. For a list of the institution (s), please contact the Fee Administrator either by telephone or by email. See 6 above for contact information.
- ii. Customer must ensure that the Trustee notifies BPA of the Trustee's receipt of the deposited funds when deposited, but by no later than the date specified in the PTSA.
- iii. Customer is solely responsible for the setup costs and administrative fees associated with the Escrow Account.
- iv. Customer must place the required deposit for each PTSA and associated TSR, in the amount specified by BPA, into the Escrow Account.
- v. Additional deposits for separate PTSA/TSR(s) may be made into the existing Escrow Account, but must be separately identified and accounted for in a sub-account.
- vi. Customer must acknowledge in the Agreement that BPA is the third party beneficiary of the Escrow Account.
- vii. Customer will be entitled to receive all interest earned on the deposited funds during the period the funds are escrowed. Distribution will be determined pursuant to the Agreement between the Customer and the Trustee.
- viii. Additional requirements for Prepayments of Transmission Service Deposited into an Escrow Account:
 - ix. The Agreement and the accompanying instructions to the Trustee must state that funds deposited into the Escrow Account are a prepayment for LTF Service pursuant to the terms of the PTSA.
 - x. Customer shall notify the Fee Administrator in writing that the funds deposited into Escrow are a prepayment for LTF Service. See 6 above for contact information.

- b. Performance Assurance Provided by **State and Local Governmental Entities**¹ - Outside Counsel Opinion Requirement
 - i. State and local entities seeking to provide Performance Assurance by other than a Letter of Credit must provide from outside counsel selected by and paid for by the Customer, and reasonably acceptable to BPA, a legal opinion addressed to BPA to the effect that BPA's right to funds under the Performance Assurance is valid and enforceable in accordance with its terms (Outside Counsel Opinion).
 - ii. Any Outside Counsel Opinion must be provided to the Fee Administrator at least seven (7) days prior to the Open Season Deadline. See section 6 above for contact information.
- 8. Release of Performance Assurance
 - a. Performance Assurance will be released consistent with the terms of Sections 7(a) and 7(b) of the PTSA.
- 9. Ability to Change the Form of Performance Assurance
 - a. A Customer may change the form of its Performance Assurance not more than once per year to any other form of Performance Assurance allowed by that TSR's PTSA.
 - b. A Customer may change the form of Performance Assurance by contacting the Fee Administrator. See 6 above for contact information.

G. Offer of Service

- 1. Queue Update and Offer of Transmission Service without Expansion Facilities
 - a. After BPA Transmission Services has received the Performance Assurance from Customers that sign and return PTSAs and Tables and return completed Exhibit Bs, BPA Transmission Services will update the queue and remove those TSRs associated with PTSAs that were not signed and returned including completed and approved Exhibit Bs by the Open Season Deadline or for which the required Performance Assurance was not provided by the Open Season Deadline. The OASIS status will be changed to 'DECLINED'.
 - b. If, after the queue update or at any other time during the term of the PTSA, BPA Transmission Services determines that it can provide LTF Service or Conditional Firm

¹This includes, but is not limited to, municipal corporations, joint operating agencies, joint powers authorities, and utility districts.

Service consistent with queue order, BPA Transmission Services and the Customer will proceed with the applicable OASIS and contract actions steps described in 2 through 4 below.

2. Customer Requirement to Conform TSR upon authorization of LTF Service for a full service award
 - a. Upon authorization of LTF Service, the Customer's Account Executive will notify the Customer and provide instructions on how to Conform the TSR. If the authorized TSR does not require Conformance, the Customer's Account Executive will initial Section 2 of the two original copies of the Customer's Table, and send them to the Customer. The Customer will follow the procedures in steps 2.d and 2.e below.
 - b. If the TSR requires Conformance, the Customer must submit a new pre-confirmed TSR on OASIS and enter the Customer's existing TSR AREF¹ number in the Deal Ref field of the new pre-confirmed TSR for cross-reference.
 - c. BPA Transmission Services' Reservation Desk will validate the new pre-confirmed TSR and notify the Customer's Account Executive, who will update and initial Section 2 of the original Table and forward the two original copies to the Customer.
 - d. The Customer must, within 15 calendar days of receipt of the two original copies of the Table, initial Section 2 and return both copies to the BPA Transmission Services either by:

¹A unique reference number automatically assigned by OASIS to provide a unique record for each transmission or ancillary service request.

i. US Postal Service to:

Bonneville Power Administration
Transmission Sales - TSE-TPP-2
P.O. Box 61409
Vancouver, WA 98666-1409

ii. FedEx Delivery to:

Bonneville Power Administration
Transmission Sales - TSE-TPP-2
7500 NE 41st St, Suite 130
Vancouver, WA 98662-7905

Required Telephone Number (360)619-6080
Fax: (360) 619-6940
E-mail: TXRequests@bpa.gov

e. If the Customer returns the Tables by fax or email, it must also return the hard copies of the Tables. BPA Transmission Services must receive the hard copies of the Tables within five (5) Business Days after the date of the fax or email but before the deadline.

3. Customer requirement to Conform TSR upon authorization of LTF Service for a partial service award

- a. Upon authorization of LTF Service for a **Partial Service**¹ award, the Customer's Account Executive will notify the Customer and provide instructions on how to Conform the TSR.
- b. The Customer will submit a new pre-confirmed TSR, a demand level matching the newly authorized partial amount, and use the Customer's existing (Parent) TSR AREF number in the Deal Ref field for cross reference.

¹Firm Point-to-Point (PTP) Transmission Service for a portion of the capacity requested and/or a portion of the term requested.

- c. At the same time the Customer submits the pre-confirmed TSR, the Customer will also submit a **Remainder TSR**¹ for the unoffered portion of its Parent TSR, using the same **Source**²/**Sink**³, **Point of Receipt**⁴ /**Point of Delivery**⁵, and Start/Stop Date information as the Parent TSR; and using a reduced demand such that the demands for the new pre-confirmed and Remainder TSRs total the demand of the Parent TSR. The Customer will enter the Parent TSR AREF number into the Deal Ref field of the **Remainder TSR**⁶ for cross-reference and to preserve the original Queue Position.
 - d. BPA Transmission Services' Reservation Desk will validate both the new pre-confirmed and Remainder TSRs and notify the Customer's Account Executive, who will update and initial Section 2 of the original Table to reflect the Partial Service award and forward the two original copies to the Customer.
 - e. The Customer's Account Executive will also forward to the Customer two copies of a new Table that reflects the Remainder TSR, and which will supplement the original Table attached to the Customer's PTSA.
 - f. The Customer must within 15 calendar days of receipt, initial Section 2 of both copies of the original Table, sign both copies of the new Table that reflects the Remainder TSR, and return them to BPA Transmission Services.
 - g. For awards of partial demand service, the Customer may elect a new minimum MW threshold for partial demand service in Section 1(b)(3) of the Table for the Remainder TSR. The Customer may not declare a new term at this time.
 - h. The Customer will return all Table copies as described in d and e above.
4. BPA Transmission Services' Acceptance
- a. Within two Business Days of receipt and verification of the two initialed copies of the Table returned by the Customer, BPA Transmission Services will change the status of the TSR to 'ACCEPTED' and will sign the Table. For full service awards, one copy will be returned to the Customer. For partial service awards, BPA Transmission Services will retain the two Customer-signed Table copies associated with the Remainder TSR and which will remain attached as Exhibit A to the Customer's PTSA.

¹The unoffered portion of of a Customer's Parent TSR.

²An OASIS field on a TSR that is the contractual POR.

³An OASIS field on a TSR that is the contractual POD.

⁴Point of Receipt is an interconnection on the Transmission Provider's Transmission System where capacity and energy will be made available by the Delivering Party; An OASIS field on a TSR that is the scheduling POR.

⁵Point of Deliver (POD) is a point on the The Transmission Provider's Transmission System where capacity and energy transmitted by the Provider will be made available to the Receiving Part; An OASIS field on a TSR that is the scheduling POD.

⁶The unoffered portion of of a Customer's Parent TSR.

5. Construction Activities

- a. If BPA Transmission Services has satisfied the requirements in Section 5 of the PTSA and decided to begin construction activities, it will give the Customer notice pursuant to Section 5(f) of the PTSA. This notice will include the projected Start Date based on such construction.

6. Conditional Firm Service

- a. BPA Transmission Services may offer Conditional Firm Service as a bridge prior to LTF Service which the Customer is under no obligation to accept. If Conditional Firm Service is accepted, upon the commencement of LTF Service, Conditional Firm Service will terminate.

7. Partial Term Service

- a. TSRs that are under a current PTSA are not eligible for partial term service. However, to provide the maximum amount of capacity possible consistent with preserving the full term of service the Customer has requested, where possible BPA Transmission Services will instead make an Adjusted Start Date (ASD) Offer. Such ASD offers will reflect the full term of service requested by the Customer, beginning on the first day of the month for which BPA Transmission Services can offer service for the full term requested in the TSR.
- b. BPA Transmission Services will make ASD offers to TSRs with a current PTSA based on the following timelines:
 - i. BPA Transmission Services will not make any ASD offers between June 1, 2010, and completion of the LTF queue update.
 - ii. BPA Transmission Services will make ASD offers beginning at the time of the queue update until the start of the Cluster Study.
 - iii. BPA Transmission Services will not make any ASD offers during the Cluster Study.
 - iv. Once the Cluster Study is complete and the projected completion dates of the expansion projects being pursued as a result of the Cluster Study are determined, BPA Transmission Services will only make a ASD offer to the Customer if the Start Date Transmission Service can offer is on or before the projected completion date of the expansion project(s) if such projects are built.
- c. The Customer is under no obligation to accept an ASD offer. If the Customer does not accept such offer, BPA Transmission Services will make no future ASD offer to the Customer for the remainder of the Customer's TSR while the PTSA is in effect.

- d. If the Customer accepts the ASD offer, the Customer must Conform its TSR to extend the end date in order to match the term length the Customer requested in the PTSA.
 - i. The Customer may not submit a remainder request for the portion of the original TSR that could not be granted.

H. Cluster Study and Financial Evaluation

1. BPA Transmission Services will conduct a Cluster Study of all TSRs in the current NOS process in accordance with the terms of the current OATT and the current PTSA.
2. BPA Transmission Services will not charge a Customer with an executed PTSA for Cluster Studies conducted.
3. All facilities identified in the Cluster Study are subject to a determination of Direct Assignment of costs. If BPA Transmission Services determines that costs for transmission service facilities or interconnection facilities should be directly assigned to the Customer, then BPA Transmission Services will exclude the facilities from evaluation under the Commercial Infrastructure Financing Analysis (CIFA).
4. Costs and revenues for facilities that are not directly assigned to the Customer will be evaluated under the CIFA, as amended from time to time:
 - a. Such financial evaluation will be completed in accordance with the posted process, to aid in the determination of whether LTF Service can be provided at rolled-in rates.
 - b. The rolled-in rate determination will be completed no later than eleven months following the Open Season Deadline unless otherwise agreed by BPA Transmission Services and the Customer.
5. For TSRs received after 5pm PDT on June 30, 2010, BPA Transmission Services intends to assess system impacts and required facilities by performing a future Cluster Study. BPA Transmission Services will conduct individual SIS/SFS studies only upon Customer request in accordance with current business practices.
6. For TSRs that were eligible for the 2010 NOS, but opted out, BPA Transmission Services expects to conduct the required System Impact Study and/or System Facilities Study after completion of the 2010 Cluster Study.

I. National Environmental Policy Act

1. BPA Transmission Services will fund the preliminary engineering and environmental studies and review required by NEPA pursuant to the PTSA where it is determined that new facilities and upgrades necessary to provide service can be provided at rolled-in rates per the Cluster Study and Financial Evaluation, 4, of this bulletin.

J. Facility Construction

1. After completion of the NEPA review, BPA Transmission Services will determine, in its sole discretion and consistent with the Administrator's statutory authorities, whether to fund and undertake the upgrade to the transmission system.

2. If BPA Transmission Services makes a decision to fund and build an expansion facility:
 - a. BPA Transmission Services will arrange for financing for the construction of facilities. Customers participating in NOS are not required to advance capital for facility construction.
 - b. BPA Transmission Services will plan, design and build the required facilities, subject to satisfying its obligations under the PTSA.

K. Processing of TSRs and Authorizations for LTF Service

1. In order to integrate its existing business practices with the NOS process, BPA Transmission Services will process TSRs as follows:
 - a. For the period between June 1, 2010, and completion of the LTF queue update described Offer of Service, 1, above, all LTF Service offers to Eligible TSRs (as defined in TSR Eligibility section above) will be in the form of a PTSA, with the following exceptions:
 - i. BPA Transmission Services will continue to grant requests for long-term Reservation Priority under Section 2.2 of the OATT;
 - ii. Deferrals under Section 17.7 of the OATT and Transfers under Section 23 of the OATT will continue to be processed;
 - iii. Offers to TSRs that are on the Southern and Montana Interties will continue to be processed.
 - iv. BPA Transmission Services will continue to conduct Network competitions under Sections 2.2 and 17.7 of the OATT if the **Competing Request**¹ is holding a PTSA from a previous NOS. Network competitions under Sections 2.2 and 17.7 of the OATT in which the Competing Request is not holding a PTSA from a previous NOS will resume following the queue update;
 - v. LTF Service and Conditional Firm Service offers for parties holding a PTSA from a previous NOS will continue to be processed. Any offers of Conditional Firm Service for parties with a signed and secured 2010 NOS PTSA will be made after the 2010 NOS queue update is complete.
 - vi. Opt-out requests from the 2010 NOS will be studied and processed on an individual basis.

¹A TSR in OASIS with the earliest queue-time that meets the Deferral or Renewal Competition criteria.

- b. Requests for Transfers (including but not limited to full transfers and resales), rollovers and deferrals of existing Tables (that have been signed by both the Customer and BPA) during the NOS window will be processed in accordance with existing business practices and this Bulletin, as applicable.
- c. Requests for Redirects
 - i. Requests for Redirects of Eligible TSRs that are pending during the window will be processed in accordance with the Redirects Business Practice and the procedures contained in the ATC Methodology Document as follows:
 - ii. For all requests for redirects of Eligible TSRs that are pending or received by June 30, 2010, BPA Transmission Services will offer a PTSA and Table along with Exhibit B and the Customer must return the signed PTSA and Table and the completed Exhibit B to remain in the queue, where 1) LTF Service is available, the Performance Assurance requirements will not apply, and BPA Transmission Services will sign the Table at any time after the Customer submits the signed PTSA and the processes described in the Redirects Business Practice are completed. A Customer may not extend its service duration where a PTSA is offered for a **Redirect Request**¹, and 2) Where LTF Service is not available, the Performance Assurance requirements do apply, and the Customer's TSR will be considered with all other eligible TSRs in the Cluster Study.

L. Special Terms

1. Redirects: The NOS 2010 PTSA provides that BPA Transmission Services may, only upon a 24 month notice, modify its ATC Methodology to change or remove the methodology for evaluating Redirect and NT modification of service request, where such modification has an adverse impact on the Customer's ability to Redirect. According to the PTSA, such notice will not apply where BPA Transmission Services is subject to mandatory reliability standards or a FERC compliance order where failure to comply would otherwise subject BPA Transmission Services to penalties or denial of an acceptable reciprocity tariff, in which case BPA Transmission Services may modify such methodology by the deadline for compliance.
 - a. Issuance of the 24-Month Notice/Treatment of Redirect and pending Queued Requests during the Notice Period and after the Notice Period Expires: Transmission Services issued the 24- month notice that it is modifying its ATC Methodology, effective April 1, 2011, pursuant to the requirements cited to in the Redirects section, above. The notice period has been extended by approximately two months and will now expire at

¹A TSR pursuant to OATT section 22.2 that does not exceed the amount reserved in the existing Service Agreement.

5 PM, PDT, May 31, 2013.

- b. Upon expiration of the Notice Period on May 31, 2013, Redirect Requests of a CONFIRMED Parent will be processed and evaluated for ATC pursuant to the current Transmission Services ATC Methodology regardless of whether such request is associated with a PTSA. Upon expiration of the Notice Period, pending queued requests associated with a 2010 PTSA will no longer be able to modify their Network PODs until such time as they become a CONFIRMED reservation.
2. For TSRs where a **Newpoint**¹ on the BPA Network is being requested by the Customer, refer to the Requesting Transmission Service Business Practice.
 3. Partial Service For PTP Service
 - a. Partial Demand Service
 - i. A Customer may make an election in Section 1(b)(3) of the Table to specify whether it will accept a partial demand service amount and if so, the minimum MW amount it will accept. This election does not apply to offers of Conditional Firm Service or to NT Customers.
 - ii. If the Customer elects to accept a partial demand service award and specifies a minimum MW amount, it is obligated to take any offer of LTF Service equal to or exceeding the minimum MW amount specified.
 - iii. If the Customer does not make an election of partial service in Section 1(b)(3), BPA Transmission Services will not make an offer of partial demand service.
 - b. Release of Performance Assurance: In the event of a partial service award, within 180 days of the commencement of either Conditional Firm Service or LTF service, and in accordance with Section 7(a) or 7(b) of the PTSA, BPA Transmission Services will release a pro-rata share of the Customer's Performance Assurance.
 4. Transfer and Assignment
 - a. Prior to the time the Table is signed by BPA Transmission Services, and in the event a Customer desires to assign its PTSA/Table to a successor in interest, such Transfer is subject to the consent of BPA Transmission Services, including the conditions in this Transfer and Assignment section.
 - b. In order to accommodate such Transfer on written notice from the Customer, the Customer's Account Executive will communicate to the Customer procedures relating primarily to the following criteria: (i) the successor in interest must be qualified as an Eligible Customer, with requisite creditworthiness, and having

¹A Point of Receipt (POR) or Point-to-Point (POD) for BPA's network or external interties within the Northwest that is not currently modeled on OASIS.

executed a PTP Enabling Agreement, and all other required registrations such as OASIS, (ii) the successor in interest must comply with all other NOS requirements, such as the provision of required Performance Assurance, and (iii) must complete the steps necessary for the transfer of the Customer's TSR.

- c. The Customer must have completed the procedures referred to in step b above, at least 60 days prior to the effective date of the Transfer.
- d. Assignment of the Table: After BPA Transmission Services has signed the Table, the Customer may Transfer or Resale¹ in accordance with the OATT and OASIS Transfer² of Transmission Service Business Practice.
- e. No new linked Generator Interconnection Requests will be accepted. BPA Transmission Services suspended its linkage rules as described in the Suspension of Linked Transmission & Generation Requests, version 2 bulletin dated March 16, 2010.

5. Deferral Competitions

- a. If BPA Transmission Services releases capacity to a Customer with a PTSA and Table (i.e., provides service), using the Reserved Capacity of another Customer pursuant to Section 17.7 of the OATT, the Customer with a PTSA must commence service for the capacity in the Table without future commencement of service extensions.
- b. If the Customer with a PTSA requests to extend the commencement of service, pursuant to Section 17.7 of the OATT, for the Reserved Capacity in the Table, and, as a result, all or part of the Customer's Reserved Capacity would need to be released in order to satisfy a competing request for LTF Service, the Customer with a PTSA must commence service for the entire Reserved Capacity in the Table on the Start Date of the competing request.

6. Customer Option Relating to Service Duration

- a. The Customer's Service Duration obligation will be decreased in accordance with Section 6(a) of the PTSA.

¹A Resale is a TSR which, when CONFIRMED, conveys scheduling rights associated with all or a portion of a reservation for firm PTP Transmission Service from a Reseller to an Assignee. There are two wesTTrans OASIS options to transact a Resale: OASIS Resale: The posting of scheduling rights offered for sale on OASIS to the open market (an open auction conducted on OASIS). TransAssign: The posting of a Resale conducted off OASIS, with a pre-selected buyer (an OASIS notice of a private sale conducted off OASIS).

²A TSR which, when CONFIRMED, conveys all rights and obligations associated with all or a portion of a reservation for Long-Term Firm (LTF) Point-to-Point (PTP) Transmission Service from a Reseller to an Assignee.

7. Customer Option for Consideration Outside the NOS Process

- a. BPA Transmission Services will notify Customers with Eligible TSRs submitted prior to June 1, 2010 of their option to be studied individually under traditional OATT practices, including Customer responsibility for costs of studies and the ultimate construction of facilities. Unless the Customer responds to elect such consideration on an individual basis within a prescribed 10 calendar day deadline, BPA Transmission Services will proceed under the terms of the PTSA and this bulletin.
 - b. For Eligible TSRs submitted between June 1, 2010 and 5:00 pm PDT on June 30, 2010, any Customer electing consideration on an individual basis must indicate this election in the AREF comment field in its submittal of the TSR, and confirm the election in writing to BPA Transmission Services within 10 calendar days of such submittal.
8. Exhibit B of the PTSA provides BPA Transmission Services with additional information to be used to develop the assumptions for the Cluster Study.
- a. System sales are valid sources for Exhibit B. In such cases, all the resources which may be used to supply the system sale must be listed in Exhibit B.
 - b. Newpoint is a valid POR¹ for a TSR. In such cases, please specify the physical location of the resources by, for example, citing the Generation Interconnection request number or providing physical GPS coordinates for the resource under development.
 - c. Send any modifications to Exhibit B to studyrequests@bpa.gov as soon as reasonably possible after identification that the information previously supplied has changed. For purposes of the Cluster Study, BPA Transmission Services will use updated information for consideration of actual system needs associated with BPA's final decision to proceed with construction of projects that may proceed at embedded rates.

M. Suspension of Linked Transmission and Generation Requests

1. BPA Transmission Services has an annual cycle of Network Open Season (NOS). For all requests participating in NOS, BPA Transmission Services prohibits Customers from linking Transmission Service Requests to a Generation Interconnection Request.
2. Therefore, for all requests participating in a Network Open Season, BPA Transmission Services has suspended implementation of the following steps in its business practices related to linkage:

¹Point of Receipt is an interconnection on the Transmission Provider's Transmission System where capacity and energy will be made available by the Delivering Party; An OASIS field on a TSR that is the scheduling POR.

- Generator Interconnection-Large
- Generator Interconnection- Small
- Long-Term Firm Queue Management
- Network Open Season Bulletin 2008
- Network Open Season Bulletin 2009
- Network Open Season Bulletin 2010

N. Additional Information

Policy Reference

- [OATT](#) Sections: 1.4.1, 1.38.1, 2.2, 17.7, 19.10, 32.6, Attachment O.

Related Business Practices

Except as noted here, all requirements specified in BPA Transmission Services' business practices remain in effect and will apply to the NOS process.

Version History

Version 6	10/18/13 Version 6 deletes Steps L.1.a (last sentence) through L.1.a.ii with bullets to accurately reflect the processing of Redirect requests for PTSA holders.
Version 5	03/19/13 Version 5 extends the notice period in Section L, steps 2.a and b, by approximately two months to May 31, 2013.
Version 4	07/02/12 Version 4, Section L - Special Terms, has been updated to describe how pending transmission service requests with PTSAs can exercise their one-time opportunity to modify a network POD ¹ to another network POD while maintaining their queue position through April 1, 2013.
Version 3	6/28/12, Version 3 incorporates the Suspension of Linked Transmission and Generation Requests Bulletin in Section M.
Version 2	4/1/11, Step 14.1 has been updated to issue the 24 month notice due to a change to the ATC Methodology for evaluating requests.
Version 1	5/27/10, New business practice

¹Point of Delivery is a point on the The Transmission Provider's Transmission System where capacity and energy transmitted by the Provider will be made available to the Receiving Part; An OASIS field on a TSR that is the scheduling POD.