



RESOLUTION NO. U-11266

1 A RESOLUTION related to Tacoma Power; authorizing the execution of six
2 Point-To-Point Transmission Service Agreements with the Powerex
3 Corporation, Morgan Stanley Capital Group, and the Power Management
4 and T&D Sections of Tacoma Power.

4 WHEREAS the City of Tacoma, Department of Public Utilities, Light
5 Division ("Tacoma Power") provides transmission service to customers
6 pursuant to its Open Access Transmission Tariff ("OATT"), which governs rates,
7 terms and conditions of transmission service, and
8

9 WHEREAS, pursuant to the OATT, customers desiring transmission
10 service must enter into a service agreement subject to Public Utility Board
11 Approval, and
12

13 WHEREAS in 2015, Powerex Corporation ("Powerex") entered into firm
14 and non-firm point-to-point ("PTP") transmission service agreements with
15 Tacoma Power under the OATT, and
16

17 WHEREAS the execution of said agreements was authorized by the
18 Board through Resolution U-10788, and
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20 WHEREAS, the agreements are expiring and Powerex has requested to
21 enter into new firm and non-firm PTP transmission service agreements under
22 Tacoma Power's OATT, and
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24 WHEREAS Morgan Stanley Capital Group Inc. ("Morgan Stanley") has
25 also requested to enter into firm and non-firm PTP transmission service
26 agreements with Tacoma Power under Tacoma Power's OATT, and



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WHEREAS, Tacoma Power will also be providing firm and non-firm PTP transmission service through agreements between Tacoma Power's Power Management and Transmission & Distribution business units as described in the Board Action Memorandum; Now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the proposed Tacoma Power service agreements to provide Firm Point-to-Point Transmission Service and Non-Firm Point-to-Point Transmission Service under Tacoma Power's Open Access Transmission Service Tariff ("OATT"), to Powerex and Morgan Stanley, and between Tacoma Power's Power Management and Transmission & Distribution business units are approved, and Jackie Flowers, Director of Utilities, is hereby authorized to execute the six agreements substantially in the form on file with the Clerk of the Board.

Approved as to form:

/s/

Chief Deputy City Attorney

Clerk

Chair

Secretary

Adopted _____



TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Chris Robison, Power Superintendent
MEETING DATE: July 14, 2021
DATE: June 25, 2021

STRATEGIC DIRECTIVE ALIGNMENT (select as many that apply):

Please indicate which of the Public Utility Board’s Strategic Directives is supported by this action.

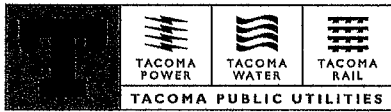
- | | |
|--|---|
| <input type="checkbox"/> SD1 – Equity & Inclusion | <input type="checkbox"/> SD8 – Telecom |
| <input checked="" type="checkbox"/> SD2 – Financial Sustainability | <input type="checkbox"/> SD9 – Economic Development |
| <input type="checkbox"/> SD3 – Rates | <input type="checkbox"/> SD10 – Government Relations |
| <input type="checkbox"/> SD4 – Stakeholder Engagement | <input type="checkbox"/> SD11 – Decarbonization/Electric Vehicles |
| <input type="checkbox"/> SD5 – Environmental Leadership | <input type="checkbox"/> SD12 – Employee Relations |
| <input type="checkbox"/> SD6 – Innovation | <input checked="" type="checkbox"/> SD13 – Customer Service |
| <input type="checkbox"/> SD7 – Reliability & Resiliency | <input type="checkbox"/> SD14 – Resource Planning |

SUMMARY: With the current point-to-point transmission service agreements expiring on July 9, 2021, Powerex Corporation (“Powerex”) requested to enter into new agreements under Tacoma Power’s Open Access Transmission Service Tariff (“OATT”). Morgan Stanley Capital Group Inc. (“Morgan Stanley”) has also requested to enter into short-term transmission service agreements with Tacoma Power. The OATT contains form of service agreements for firm and non-firm point-to-point transmission service. These service agreements provide for blanket authorization for short-term (i.e., less than one year) of transmission service. The actual transmission service desired will be requested and granted via Tacoma Power’s Internet-based Open-Access Same-Time Information System (“OASIS”).

In addition to the agreements with external parties, Tacoma Power is entering into point-to-point transmission service agreements between the merchant (i.e., Power Management) and transmission (i.e., Transmission & Distribution) sides of Tacoma Power.

Tacoma Power seeks authorization for Jackie Flowers, Director, to execute the six agreements on behalf of Tacoma Power.

BACKGROUND: Powerex Corporation, a Canadian power marketing agency, entered into point-to-point transmission service agreements with Tacoma Power under Tacoma Power’s OATT in 2015. Through Resolution U-10788, the Board authorized execution of the agreements. The agreements had an initial three-year term, which could be extended an additional three years at the request of the transmission customer. Powerex provided its request for extension in 2018, which extended the agreements to July 9, 2021. With the agreements expiring under their own terms, Powerex has requested to enter into new transmission services agreements with Tacoma Power. Powerex never took transmission service under the existing agreements, and Tacoma Power again expects little, if any, service to occur under the new agreements. However, having the agreements in place will allow the service to be provided if deemed necessary by Powerex.



Board Action Memorandum

Morgan Stanley is entering into transmission service agreements with Tacoma Power to facilitate the delivery of power from WestRock's Tacoma Biomass generator to the Bonneville Power Administration transmission system for ultimate delivery to customers in Washington or California. Avangrid is currently acquiring transmission service from Tacoma Power for the delivery of the Tacoma Biomass generator, but that contract is expiring under its own terms at the end of July 2021.

In addition to the agreements with external parties, Tacoma Power is entering into firm and non-firm point-to-point transmission service agreements between Tacoma Power's Power Management and Transmission & Distribution (T&D) business units. Although agreements between entities within the same organization carry no legal weight, they provide a means to demonstrate that Tacoma Power is following the terms and conditions of the OATT, and that preferential treatment is not occurring in the provision of transmission service to the merchant side of the business. Transmission service agreements of this sort are common within the industry. With Tacoma Power's entrance into the Western Energy Imbalance Market (EIM) these agreements between the business units also provide additional evidence to the California Independent System Operator (CAISO) that Tacoma Power is following the standards of conduct, as required by certain EIM agreements between CAISO and Tacoma Power. The agreements would be signed by Clay Norris, Power Manager on behalf of Power Management, and Jackie Flowers, Director, on behalf of T&D.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW IT IS TO BE COVERED.

N/A

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? No

ATTACHMENTS:

- Firm and Non-Firm Point-To-Point Transmission Service Agreements between Powerex and Tacoma Power;
- Firm and Non-Firm Point-To-Point Transmission Service Agreements between Morgan Stanley Capital Group and Tacoma Power; and
- Firm and Non-Firm Point-To-Point Transmission Service Agreements between Tacoma Power – Power Management and Tacoma Power – T&D

CONTACT:

Primary Contact: Marc Donaldson, Power Engineer IV, 253-502-8352 (work)/406-565-0741 (WFH)

Supervisor's Name: Khanh Thai

Presenter (if different from primary contact):

**Service Agreement for
Firm Point-To-Point Transmission Service**

- 1.0 This Service Agreement, dated as of _____, is entered into, by and between City of Tacoma, Department of Public Utilities, Tacoma Power, a municipal corporation (Tacoma Power), and Tacoma Power ("Transmission Customer").
- 2.0 The Transmission Customer has been determined by Tacoma Power to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to Tacoma Power an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.
- 4.0 Transmission Customers requesting Short-Term Firm Point-to-Point Transmission Service shall consider this agreement as a blanket authorizing agreement for such service.
- 5.0 Transmission Customers requesting Long-Term Firm Point-to-Point Transmission Service shall complete the Specifications sheet attached hereto.
- 6.0 Service under this agreement shall commence on the later of the requested service commencement date, or the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed. With respect to requests for blanket authorization for Short-Term Firm Point-to-Point Transmission Service, the term of this agreement shall be three (3) years from the date referenced in Section 1.0, at which time Transmission Customer must provide notice to Tacoma Power that Transmission Customer would like to renew this agreement for an additional three (3) year term. With respect to Long-Term Firm Point-to-Point Transmission Service, the term of this agreement shall be mutually agreed to between the parties and included in the Specifications sheet attached hereto. Notwithstanding the foregoing, service under this agreement may be terminated on such other date as mutually agreed upon by the parties.
- 7.0 Tacoma Power agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 8.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Tacoma Power:

Tacoma Power
ATTN: T&D Manager
3628 South 35th Street
Tacoma, WA 98409

Transmission Customer:
Tacoma Power
ATTN: Power Manager
3628 South 35th Street
Tacoma, WA 98409

9.0 The Tariff is incorporated herein and made a part hereof, including, without limitation, the specific Point-to-Point Transmission Service Products offered by Tacoma Power and identified in Attachment N.

1.0 Other Provisions: _____

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

TACOMA POWER (POWER MGT)

TACOMA POWER (T&D)

By: _____

By: _____

Name: _____
(Print/Type)

Name: _____
(Print/Type)

Title: _____

Title: _____

Date: _____

Date: _____

**Service Agreement for
Non-Firm Point-To-Point Transmission Service**

- 1.0 This Service Agreement, dated as of _____, is entered into, by and between City of Tacoma, Department of Public Utilities, Tacoma Power, a municipal corporation (Tacoma Power), and Tacoma Power (Transmission Customer).
- 2.0 The Transmission Customer has been determined by Tacoma Power to be a Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 18.2 of the Tariff.
- 3.0 Service under this Agreement shall be provided by Tacoma Power upon request by an authorized representative of the Transmission Customer.
- 4.0 The Transmission Customer agrees to supply information Tacoma Power deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.
- 5.0 Transmission Customers requesting Non-Firm Point-to-Point Transmission Service shall consider this agreement as a blanket authorizing agreement for such service.
- 6.0 The term of this agreement shall be three (3) years from the date referenced in Section 1.0, at which time Transmission Customer must provide notice to Tacoma Power that Transmission Customer would like to renew this agreement for an additional three (3) year term.
- 7.0 Tacoma Power agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 8.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

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Tacoma Power
ATTN: T&D Manager
3628 South 35th Street
Tacoma, WA 98409

Transmission Customer:

Tacoma Power
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3628 South 35th Street
Tacoma, WA 98409

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TACOMA POWER (POWER MGT)

TACOMA POWER (T&D)

By: _____

By: _____

Name: _____
(Print/Type)

Name: _____
(Print/Type)

Title: _____

Title: _____

Date: _____

Date: _____

Specifications for Non-Firm Point-To-Point Transmission Service

1.0 Term of Transaction: Per OASIS Transmission Service Request(s)

Start Date and Hour: Per OASIS Transmission Service Request(s)

Termination Date and Hour: Per OASIS Transmission Service Request(s)

2.0 Point(s) of Receipt: Per OASIS Transmission Service Request(s)

3.0 Point(s) of Delivery: Per OASIS Transmission Service Request(s)

4.0 Maximum amount of capacity at each Point of Receipt:
Per OASIS Transmission Service Request(s)

5.0 Maximum amount of capacity at each Point of Delivery:
Per OASIS Transmission Service Request(s)

6.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined consistent with the terms and conditions of the Tariff.)

6.1 Transmission Charge: The current Tariff rate for the increment of transmission service requested on OASIS.

6.2 Distribution Facilities Charge: _____

6.3 Other Charges: : _____

**Service Agreement for
Firm Point-To-Point Transmission Service**

- 1.0 This Service Agreement, dated as of _____, is entered into, by and between City of Tacoma, Department of Public Utilities, Tacoma Power, a municipal corporation (Tacoma Power), and Powerex Corp. ("Transmission Customer").
- 2.0 The Transmission Customer has been determined by Tacoma Power to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to Tacoma Power an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.
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- 5.0 Transmission Customers requesting Long-Term Firm Point-to-Point Transmission Service shall complete the Specifications sheet attached hereto.
- 6.0 Service under this agreement shall commence on the later of the requested service commencement date, or the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed. With respect to requests for blanket authorization for Short-Term Firm Point-to-Point Transmission Service, the term of this agreement shall be three (3) years from the date referenced in Section 1.0, at which time Transmission Customer must provide notice to Tacoma Power that Transmission Customer would like to renew this agreement for an additional three (3) year term. With respect to Long-Term Firm Point-to-Point Transmission Service, the term of this agreement shall be mutually agreed to between the parties and included in the Specifications sheet attached hereto. Notwithstanding the foregoing, service under this agreement may be terminated on such other date as mutually agreed upon by the parties.
- 7.0 Tacoma Power agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 8.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below:

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Tacoma Power
ATTN: T&D Manager
3628 South 35th Street
Tacoma, WA 98409

Transmission Customer:
Powerex Corp.
ATTN: Director, Transmission
666 Burrard Street, #1300
Vancouver, BC, Canada V6C 2X8

9.0 The Tariff is incorporated herein and made a part hereof, including, without limitation, the specific Point-to-Point Transmission Service Products offered by Tacoma Power and identified in Attachment N.

1.0 Other Provisions: _____

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

POWEREX CORP.

TACOMA POWER

By:  _____

By: _____

Name: Jay Ratzlaff
(Print/Type)

Name: _____
(Print/Type)

Title: Chief Legal and Compliance Officer

Title: _____

Date: 6/4/2021

Date: _____

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Non-Firm Point-To-Point Transmission Service**

- 1.0 This Service Agreement, dated as of _____, is entered into, by and between City of Tacoma, Department of Public Utilities, Tacoma Power, a municipal corporation (Tacoma Power), and Powerex Corp. (Transmission Customer).
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- 3.0 Service under this Agreement shall be provided by Tacoma Power upon request by an authorized representative of the Transmission Customer.
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POWEREX CORP.

TACOMA POWER

By:  _____

By: _____

Name: Jay Ratzlaff
(Print/Type)

Name: _____
(Print/Type)

Title: Chief Legal and Compliance Officer

Title: _____

Date: 6/4/2021

Date: _____

Specifications for Non-Firm Point-To-Point Transmission Service

- 1.0 Term of Transaction: Per OASIS Transmission Service Request(s)
Start Date and Hour: Per OASIS Transmission Service Request(s)
Termination Date and Hour: Per OASIS Transmission Service Request(s)
- 2.0 Point(s) of Receipt: Per OASIS Transmission Service Request(s)
- 3.0 Point(s) of Delivery: Per OASIS Transmission Service Request(s)
- 4.0 Maximum amount of capacity at each Point of Receipt:
Per OASIS Transmission Service Request(s)
- 5.0 Maximum amount of capacity at each Point of Delivery:
Per OASIS Transmission Service Request(s)
- 6.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined consistent with the terms and conditions of the Tariff.)
 - 6.1 Transmission Charge: The current Tariff rate for the increment of transmission service requested on OASIS.
 - 6.2 Distribution Facilities Charge: _____

 - 6.3 Other Charges: : _____

**Service Agreement for
Non-Firm Point-To-Point Transmission Service**

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Tacoma Power:
Tacoma Power
ATTN: T&D Manager
3628 South 35th Street
Tacoma, WA 98409

Transmission Customer:
ATTN: Karen Kochonies
Title: Vice President
Address: 1585 Broadway | 3rd Floor
New York, NY 10036
Phone: (914)225-1587
Fax: (212) 507-3758
Email: Karen.Kochonies@morganstanley.com

9.0 The Tariff is incorporated herein and made a part hereof, including, without limitation, the specific Point-to-Point Transmission Service Products offered by Tacoma Power and identified in Attachment N.

10.0 Other Provisions: _____

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

MORGAN STANLEY
CAPITAL GROUP INC.

TACOMA POWER

By: *Karen Kochonies*

By: _____

Name: Karen Kochonies
(Print/Type)

Name: _____
(Print/Type)

Title: Vice President

Title: _____

Date: 28 June 2021

Date: _____

Specifications for Non-Firm Point-To-Point Transmission Service

- 1.0 Term of Transaction: Per OASIS Transmission Service Request(s)
Start Date and Hour: Per OASIS Transmission Service Request(s)
Termination Date and Hour: Per OASIS Transmission Service Request(s)
- 2.0 Point(s) of Receipt: Per OASIS Transmission Service Request(s)
- 3.0 Point(s) of Delivery: Per OASIS Transmission Service Request(s)
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Tacoma Power:
Tacoma Power
ATTN: T&D Manager
3628 South 35th Street
Tacoma, WA 98409

Transmission Customer:

Morgan Stanley Capital Group Inc.
ATTN: Karen Kochonies
Title: Vice President
Address: 1585 Broadway | 3rd Floor
New York, NY 10036
Phone: (914)225-1587
Fax: (212) 507-3758
Email: Karen.Kochonies@morganstanley.com

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1.0 Other Provisions: _____

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

MORGAN STANLEY
CAPITAL GROUP INC.

TACOMA POWER

By: *Karen Kochonies*

By: _____

Name: Karen Kochonies
(Print/Type)

Name: _____
(Print/Type)

Title: Vice President

Title: _____

Date: June 28, 2021

Date: _____