



# **OPEN ACCESS TRANSMISSION TARIFF (OATT)**

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**TABLE OF CONTENTS**

**COMMON SERVICE PROVISIONS..... - 9 -**

1    DEFINITIONS..... - 9 -

    1.1    Affiliate:..... - 9 -

    1.2    Ancillary Services: ..... - 9 -

    1.3    Annual Transmission Costs:..... - 9 -

    1.4    Application: ..... - 9 -

    1.5    Balancing Authority: ..... - 10 -

    1.6    Balancing Authority Area:..... - 10 -

    1.7    Commission: ..... - 10 -

    1.8    Completed Application:..... - 10 -

    1.9    Curtailement: ..... - 10 -

    1.10   Delivering Party:..... - 10 -

    1.11   Designated Agent: ..... - 11 -

    1.12   Direct Assignment Facilities: ..... - 11 -

    1.13   Eligible Customer:..... - 11 -

    1.14   Facilities Study: ..... - 12 -

    1.15   Firm Point-To-Point Transmission Service:..... - 12 -

    1.16   Good Utility Practice:..... - 12 -

    1.17   Interruption: ..... - 13 -

    1.18   Load Ratio Share: ..... - 13 -

    1.19   Load Shedding:..... - 13 -

    1.20   Long-Term Firm Point-To-Point Transmission Service: ..... - 13 -

    1.21   Native Load Customers: ..... - 13 -

    1.22   Network Customer:..... - 14 -

    1.23   Network Integration Transmission Service: ..... - 14 -

    1.24   Network Load:..... - 14 -

    1.25   Network Operating Agreement: ..... - 15 -

    1.26   Network Operating Committee: ..... - 15 -

    1.27   Network Resource: ..... - 15 -

    1.28   Network Upgrades:..... - 15 -

    1.29   Non-Firm Point-to-Point Transmission Service ..... - 16 -

    1.30   Non-Firm Sale ..... - 16 -

    1.31   Part I: ..... - 16 -

    1.32   Part II: ..... - 16 -

    1.33   Part III:..... - 16 -

    1.34   Part IV: ..... - 17 -

    1.35   Parties: ..... - 17 -

    1.36   Point(s) of Delivery: ..... - 17 -

    1.37   Point(s) of Receipt:..... - 17 -

1.38	Point-To-Point Transmission Service:	- 18 -
1.39	Power Purchaser:	- 18 -
1.40	Transmission Losses:	- 18 -
1.41	Receiving Party:	- 18 -
1.42	Reserved Capacity:	- 18 -
1.43	Service Agreement:	- 19 -
1.44	Service Commencement Date:	- 19 -
1.45	Short-Term Firm Point-To-Point Transmission Service:	- 19 -
1.46	System Impact Study:	- 19 -
1.47	Tacoma Power's Transmission System Peak:	- 19 -
1.48	Tacoma Power Transmission Service Website:	- 20 -
1.49	Third-Party Sale:	- 20 -
1.50	Transmission Customer:	- 20 -
1.51	Transmission Service:	- 20 -
1.52	Transmission System:	- 20 -
1.53	Utility Board:	- 21 -
1.54	WECC:	- 21 -
2	INITIAL ALLOCATION AND RENEWAL PROCEDURES:	- 21 -
2.1	Reservation Priority For Existing Firm Service Customers:	- 21 -
3	ANCILLARY SERVICES	- 22 -
3.1	Scheduling, System Control and Dispatch Service:	- 24 -
3.2	Reactive Supply and Voltage Control from Generation or Other Sources Service:	- 24 -
3.3	Regulation and Frequency Response Service:	- 24 -
3.4	Energy Imbalance Service:	- 24 -
3.5	Operating Reserve - Spinning Reserve Service:	- 24 -
3.6	Operating Reserve - Supplemental Reserve Service:	- 25 -
3.7	Generator Imbalance Service:	- 25 -
4	TACOMA POWER TRANSMISSION SERVICE WEBSITE:	- 25 -
5	LOCAL FURNISHING BONDS:	- 26 -
5.1	Transmission Providers That Own Facilities Financed by Local Furnishing Bonds:	- 26 -
6	RECIPROCITY:	- 26 -
7	BILLING AND PAYMENT	- 28 -
7.1	Billing Procedure:	- 28 -
7.2	Interest on Unpaid Balances:	- 28 -
7.3	Customer Default:	- 28 -
8	[RESERVED]	- 29 -

10	FORCE MAJEURE AND INDEMNIFICATION.....	- 31 -
10.1	Force Majeure:.....	- 31 -
10.2	Indemnification:.....	- 31 -
11	CREDITWORTHINESS .....	- 32 -
12	DISPUTE RESOLUTION PROCEDURES .....	- 32 -
12.1	Internal Dispute Resolution Procedures:.....	- 32 -
12.2	External Arbitration Procedures:.....	- 33 -
12.3	Arbitration Decisions:.....	- 34 -
12.4	Costs: .....	- 34 -
<b>II.</b>	<b>POINT-TO-POINT TRANSMISSION SERVICE.....</b>	<b>- 35 -</b>
13	NATURE OF FIRM POINT-TO-POINT TRANSMISSION SERVICE .....	- 35 -
13.1	Term: .....	- 35 -
13.2	Reservation Priority:.....	- 35 -
13.3	Use of Firm Point-to-Point Transmission Service by Tacoma Power: ....	- 36 -
13.4	Service Agreements:.....	- 36 -
13.5	Transmission Customer Obligations for Facility Additions: .....	- 37 -
13.6	Curtailment of Firm Transmission Service: .....	- 38 -
13.7	Classification of Firm Transmission Service: .....	- 39 -
13.8	Scheduling of Firm Point-To-Point Transmission Service: .....	- 41 -
14	NATURE OF NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE.....	- 42 -
14.1	Term: .....	- 42 -
14.2	Reservation Priority:.....	- 42 -
14.3	Use of Non-Firm Point-to-Point Transmission Service by Tacoma Power: .....	- 43 -
14.4	Service Agreements.....	- 44 -
14.5	Classification of Non-Firm Point-to-Point Transmission Service: .....	- 44 -
14.6	Scheduling of Non-Firm Point-to-Point Transmission Service: .....	- 44 -
14.7	Curtailment or Interruption of Service: .....	- 45 -
15	SERVICE AVAILABILITY .....	- 47 -
15.1	General Conditions:.....	- 47 -
15.2	Determination of Available Transfer Capability:.....	- 47 -
15.3	Obligation to Provide Transmission Service that Requires Expansion or Modification of the Transmission System:.....	- 47 -
15.4	Deferral of Service: .....	- 48 -
15.5	Other Transmission Service Schedules: .....	- 48 -
15.6	Transmission Losses:.....	- 49 -
16	TRANSMISSION CUSTOMER RESPONSIBILITIES .....	- 49 -
16.1	Conditions Required of Transmission Customers:.....	- 49 -
16.2	Transmission Customer Responsibility for Third-Party Arrangements:...	- 50 -

17	PROCEDURES FOR ARRANGING FIRM POINT-TO-POINT TRANSMISSION	
	SERVICE .....	- 51 -
17.1	Application: .....	- 51 -
17.2	Completed Application:.....	- 51 -
17.3	Deposit:.....	- 53 -
17.4	Notice of Deficient Application: .....	- 54 -
17.5	Response to a Completed Application: .....	- 54 -
17.6	Execution of Service Agreement:.....	- 55 -
17.7	Extensions for Commencement of Service: .....	- 55 -
18	PROCEDURES FOR ARRANGING NON-FIRM POINT-TO-POINT TRANSMISSION	
	SERVICE .....	- 56 -
18.1	Application: .....	- 56 -
18.2	Completed Application.....	- 57 -
18.3	Reservation of Non-Firm Point-to-Point Transmission Service .....	- 58 -
18.4	Determination of Available Transfer Capability .....	- 58 -
19	ADDITIONAL STUDY PROCEDURES FOR FIRM POINT-TO-POINT TRANSMISSION	
	SERVICE REQUESTS.....	- 59 -
19.1	Notice of Need for System Impact Study:.....	- 59 -
19.2	System Impact Study Agreement and Cost Reimbursement: .....	- 60 -
19.3	System Impact Study Procedures: .....	- 60 -
19.4	Facilities Study Procedures: .....	- 62 -
19.5	Facilities Study Modifications:.....	- 64 -
19.6	Due Diligence in Completing New Facilities:.....	- 64 -
19.7	Partial Interim Service:.....	- 64 -
20	PROCEDURES IF TACOMA POWER IS UNABLE TO COMPLETE NEW TRANSMISSION	
	FACILITIES FOR FIRM POINT-TO-POINT TRANSMISSION SERVICE .....	- 65 -
20.1	Delays in Construction of New Facilities:.....	- 65 -
20.2	Alternatives to the Original Facility Additions: .....	- 65 -
20.3	Refund Obligation for Unfinished Facility Additions:.....	- 66 -
21	PROVISIONS RELATING TO TRANSMISSION CONSTRUCTION AND SERVICES ON THE	
	SYSTEMS OF OTHER UTILITIES.....	- 66 -
21.1	Responsibility for Third-Party System Additions: .....	- 66 -
21.2	Coordination of Third-Party System Additions: .....	- 67 -
22	CHANGES IN SERVICE SPECIFICATIONS .....	- 68 -
22.1	Modifications on a Non-Firm Basis .....	- 68 -
22.2	Modifications on a Firm Basis .....	- 69 -
23	SALE OR ASSIGNMENT OF TRANSMISSION SERVICE .....	- 70 -
23.1	Procedures for Assignment or Transfer of Service: .....	- 70 -
23.2	Limitations on Assignment or Transfer of Service: .....	- 71 -

23.3	Information on Assignment or Transfer of Service: .....	- 71 -
24	METERING AND POWER FACTOR CORRECTION AT RECEIPT AND DELIVERY POINTS(S).....	- 71 -
24.1	Transmission Customer Obligations: .....	- 71 -
24.2	Tacoma Power Access to Metering Data: .....	- 72 -
24.3	Power Factor:.....	- 72 -
25	COMPENSATION FOR TRANSMISSION SERVICE .....	- 72 -
26	[RESERVED] .....	- 72 -
27	COMPENSATION FOR NEW FACILITIES AND REDISPATCH COSTS .....	- 73 -
<b>III.</b>	<b>NETWORK INTEGRATION TRANSMISSION SERVICE .....</b>	<b>- 73 -</b>
28	NATURE OF NETWORK INTEGRATION TRANSMISSION SERVICE .....	- 74 -
28.1	Scope of Service: .....	- 74 -
28.2	Tacoma Power Responsibilities: .....	- 74 -
28.3	Network Integration Transmission Service: .....	- 75 -
28.4	Secondary Service: .....	- 75 -
28.5	Transmission Losses:.....	- 76 -
28.6	Restrictions on Use of Service: .....	- 76 -
29	INITIATING SERVICE.....	- 76 -
29.1	Condition Precedent for Receiving Service: .....	- 76 -
29.2	Application Procedures: .....	- 77 -
29.3	Technical Arrangements to be Completed Prior to Commencement of Service: .....	- 83 -
29.4	Network Customer Facilities:.....	- 83 -
30	NETWORK RESOURCES .....	- 84 -
30.1	Designation of Network Resources: .....	- 84 -
30.2	Designation of New Network Resources: .....	- 84 -
30.3	Termination of Network Resources: .....	- 85 -
30.4	Operation of Network Resources: .....	- 87 -
30.5	Network Customer Redispatch Obligation:.....	- 88 -
30.6	Transmission Arrangements for Network Resources Not Physically Interconnected With Tacoma Power: .....	- 88 -
30.7	Limitation on Designation of Network Resources: .....	- 88 -
30.8	Use of Interface Capacity by the Network Customer: .....	- 89 -
30.9	Network Customer Owned Transmission Facilities:.....	- 89 -
31	DESIGNATION OF NETWORK LOAD .....	- 90 -
31.1	Network Load:.....	- 90 -
31.2	New Network Loads Connected With Tacoma Power: .....	- 90 -
31.3	Network Load Not Physically Interconnected with Tacoma Power: .....	- 90 -

31.4	New Interconnection Points: .....	- 91 -
31.5	Changes in Service Requests:.....	- 91 -
31.6	Annual Load and Resource Information Updates: .....	- 92 -
32	ADDITIONAL STUDY PROCEDURES FOR NETWORK INTEGRATION TRANSMISSION SERVICE REQUESTS.....	- 92 -
32.1	Notice of Need for System Impact Study:.....	- 92 -
32.2	System Impact Study Agreement and Cost Reimbursement: .....	- 93 -
32.3	System Impact Study Procedures: .....	- 94 -
32.4	Facilities Study Procedures: .....	- 95 -
33	LOAD SHEDDING AND CURTAILMENTS .....	- 97 -
33.1	Procedures: .....	- 97 -
33.2	Transmission Constraints: .....	- 97 -
33.3	Cost Responsibility for Relieving Transmission Constraints: .....	- 98 -
33.4	Curtailments of Scheduled Deliveries:.....	- 98 -
33.5	Allocation of Curtailments: .....	- 99 -
33.6	Load Shedding:.....	- 99 -
33.7	System Reliability: .....	- 99 -
34	RATES AND CHARGES .....	- 100 -
34.1	Monthly Demand Charge: .....	- 100 -
34.2	Determination of Network Customer's Network Load: .....	- 101 -
34.3	Determination of Tacoma Power's Transmission System Load: .....	- 101 -
35	OPERATING ARRANGEMENTS .....	- 101 -
35.1	Operation under The Network Operating Agreement:.....	- 101 -
35.2	Network Operating Agreement: .....	- 101 -
35.3	Network Operating Committee: .....	- 103 -
36	APPLICABLE TERMS, CONDITIONS, AND REQUIREMENTS.....	- 103 -
36.1	Generator Interconnection Agreement and Connection Requirements:..	- 103 -
36.2	No Rights to Transmission or Network Integration Transmission Service Conferring by Interconnection Service:.....	- 104 -

**SCHEDULE 1** Scheduling, System Control and Dispatch Service

**SCHEDULE 2** Reactive Supply and Voltage Control from Generation Sources Service

**SCHEDULE 3** Regulation and Frequency Response Service

**SCHEDULE 4** Energy Imbalance Service

- SCHEDULE 5** Operating Reserve - Spinning Reserve Service
  - SCHEDULE 6** Operating Reserve - Supplemental Reserve Service
  - SCHEDULE 7** Long-Term Firm and Short-Term Firm Point-To-Point
  - SCHEDULE 8** Non-Firm Point-To-Point
  - SCHEDULE 9** Generator Imbalance Service
- 
- ATTACHMENT A** Form Of Service Agreement For Firm Point-To-Point Transmission Service
  - ATTACHMENT B** Form Of Service Agreement For Non-Firm Point-To-Point Transmission Service
  - ATTACHMENT C** Methodology To Assess Available Transfer Capability
  - ATTACHMENT D** Methodology for Completing a System Impact Study
  - ATTACHMENT E** Index Of Point-To-Point Transmission Service Customers
  - ATTACHMENT F** Service Agreement For Network Integration Transmission Service
  - ATTACHMENT G** Network Operating Agreement
  - ATTACHMENT H** Annual Transmission Revenue Requirement For Network Integration Transmission Service
  - ATTACHMENT I** Index Of Network Integration Transmission Service Customers
  - ATTACHMENT J** Procedures for Addressing Parallel Flows
  - ATTACHMENT K** Transmission Planning Process
  - ATTACHMENT L** Creditworthiness Procedures
  - ATTACHMENT M** Facility Connection Requirements
  - ATTACHMENT N** Generator Interconnection Procedures



## **COMMON SERVICE PROVISIONS**

### **1 Definitions**

#### **1.1 Affiliate:**

With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

#### **1.2 Ancillary Services:**

Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of Tacoma Power Transmission System in accordance with Good Utility Practice.

#### **1.3 Annual Transmission Costs:**

The total annual cost of the Transmission System for purposes of Network Integration Transmission Service shall be the amount specified in Attachment H until amended by Tacoma Power.

#### **1.4 Application:**

A request by an Eligible Customer for transmission service pursuant to the provisions of the Tariff.

**1.5 Balancing Authority:**

The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.

**1.6 Balancing Authority Area:**

The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

**1.7 Commission:**

The Federal Energy Regulatory Commission.

**1.8 Completed Application:**

An Application that satisfies all of the information and other requirements of the Tariff, including any required deposit.

**1.9 Curtailment:**

A reduction or interruption in firm transmission service that is necessary, in the judgment of Tacoma Power consistent with Good Utility Practice, to preserve or restore system reliability.

**1.10 Delivering Party:**

The entity supplying capacity and energy to be transmitted at Point(s) of Receipt.

**1.11 Designated Agent:**

Any entity that performs actions or functions on behalf of Tacoma Power, an Eligible Customer, or the Transmission Customer required under the Tariff.

**1.12 Direct Assignment Facilities:**

Facilities or portions of facilities that are constructed by Tacoma Power for the sole use/benefit of a particular Transmission Customer requesting service under the Tariff. Direct Assignment Facilities shall be specified in the Service Agreement that governs service to the Transmission Customer.

**1.13 Eligible Customer:**

- i. Any electric utility (including Tacoma Power and any power marketer), Federal power marketing agency, or any person generating electric energy for sale for resale is an Eligible Customer under the Tariff. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by Section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided pursuant to a state requirement that Tacoma Power offer the unbundled transmission service, or pursuant to a voluntary offer of such service by Tacoma Power.
- ii. Any retail customer taking unbundled transmission service pursuant to

a state requirement that Tacoma Power offer the transmission service, or pursuant to a voluntary offer of such service by Tacoma Power, is an Eligible Customer under the Tariff.

**1.14 Facilities Study:**

An engineering study conducted by Tacoma Power to determine the required modifications to Tacoma Power's Transmission System, including the cost and scheduled completion date for such modifications, that will be required to provide the requested transmission service.

**1.15 Firm Point-To-Point Transmission Service:**

Transmission Service under this Tariff that is reserved and/or scheduled between specified Points of Receipt and Delivery pursuant to Part II of this Tariff.

**1.16 Good Utility Practice:**

Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility

Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).

**1.17 Interruption:**

A reduction in non-firm transmission service due to economic reasons pursuant to Section 14.7.

**1.18 Load Ratio Share:**

Ratio of a Transmission Customer's Network Load to Tacoma Power's Transmission System Load computed in accordance with Section 34 of the Network Integration Transmission Service under Part III of the Tariff.

**1.19 Load Shedding:**

The systematic reduction of system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, or voltage control considerations under Part III of the Tariff.

**1.20 Long-Term Firm Point-To-Point Transmission Service:**

Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of one year or more.

**1.21 Native Load Customers:**

The wholesale and retail power customers of Tacoma Power on whose behalf

Tacoma Power, by statute, franchise, regulatory requirement, or contract, has undertaken an obligation to construct and operate Tacoma Power's system to meet the reliable electric needs of such customers.

**1.22 Network Customer:**

An entity receiving transmission service pursuant to the terms of Tacoma Power's Network Integration Transmission Service under Part III of the Tariff.

**1.23 Network Integration Transmission Service:**

The transmission service provided under Part III of the Tariff.

**1.24 Network Load:**

The load that a Network Customer designates for Network Integration Transmission Service under Part III of the Tariff. The Network Customer's Network Load shall include all load served by the output of any Network Resources designated by the Network Customer. A Network Customer may elect to designate less than its total load as Network Load but may not designate only part of the load at a discrete Point of Delivery. Where an Eligible Customer has elected not to designate a particular load at discrete points of delivery as Network Load, the Eligible Customer is responsible for making separate arrangements under Part II of the Tariff for any Point-To-Point Transmission Service that may be necessary for such non-designated load.

**1.25 Network Operating Agreement:**

An executed agreement that contains the terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Network Integration Transmission Service under Part III of the Tariff.

**1.26 Network Operating Committee:**

A group made up of representatives from the Network Customer(s) and Tacoma Power, established to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Part III of this Tariff.

**1.27 Network Resource:**

Any designated generating resource owned, purchased or leased by a Network Customer under the Network Integration Transmission Service Tariff.

Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program.

**1.28 Network Upgrades:**

Modifications or additions to transmission-related facilities that are integrated

with and support Tacoma Power's overall Transmission System for the general benefit of all users of such Transmission System.

**1.29 Non-Firm Point-to-Point Transmission Service**

Point-To-Point Transmission Service under the Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Section 14.7 under Part II of this Tariff. Non-Firm Point-To-Point Transmission Service is available on a stand-alone basis for periods ranging from one hour to one month.

**1.30 Non-Firm Sale**

An energy sale for which receipt or delivery may be interrupted for any reason or no reason, without liability on the part of either the buyer or seller.

**1.31 Part I:**

Tariff Definitions and Common Service Provisions contained in Sections 2 through 12.

**1.32 Part II:**

Tariff Sections 13 through 27 pertaining to Point-To-Point Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

**1.33 Part III:**

Tariff Sections 28 through 35 pertaining to Network Integration Transmission



Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

**1.34 Part IV:**

Tariff Section 36 pertaining to Generator Interconnection service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

**1.35 Parties:**

Tacoma Power and the Transmission Customer receiving service under the Tariff.

**1.36 Point(s) of Delivery:**

Point(s) on Tacoma Power's Transmission System where capacity and energy transmitted by Tacoma Power will be made available to the Receiving Party under Part II of the Tariff. The Point(s) of Delivery shall be specified in the Service Agreement for Long-Term Firm Point-To-Point Transmission Service.

**1.37 Point(s) of Receipt:**

Point(s) of interconnection on Tacoma Power's Transmission System where capacity and energy will be made available to Tacoma Power by the Delivering Party under Part II of the Tariff. The Point(s) of Receipt shall be specified in the Service Agreement for Long-Term Firm Point-To-Point Transmission Service.

**1.38 Point-To-Point Transmission Service:**

The reservation and transmission of capacity and energy on a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Part II of the Tariff.

**1.39 Power Purchaser:**

The entity that is purchasing the capacity and energy to be transmitted under the Tariff.

**1.40 Transmission Losses:**

The energy lost during the transmission of power due to the electrical resistance of the transmission facilities over which the power flows. Transmission Losses are associated with all transmission deliveries.

**1.41 Receiving Party:**

The entity receiving the capacity and energy transmitted by Tacoma Power to Point(s) of Delivery.

**1.42 Reserved Capacity:**

The maximum amount of capacity and energy that Tacoma Power agrees to transmit for the Transmission Customer over Tacoma Power's Transmission System between the Point(s) of Receipt and the Point(s) of Delivery under Part II of the Tariff. Reserved Capacity shall be expressed in terms of whole megawatts on a sixty (60) minute interval (commencing on the clock hour)

basis.

**1.43 Service Agreement:**

The initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and Tacoma Power for service under the Tariff.

**1.44 Service Commencement Date:**

The date Tacoma Power begins to provide service pursuant to the terms of an executed Service Agreement.

**1.45 Short-Term Firm Point-To-Point Transmission Service:**

Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of less than one year.

**1.46 System Impact Study:**

An assessment by Tacoma Power of (i) the adequacy of the Transmission System to accommodate a request for either Firm Point-To-Point Transmission Service or Network Integration Transmission Service and (ii) whether any additional costs may be incurred in order to provide transmission service.

**1.47 Tacoma Power's Transmission System Peak:**

The maximum firm usage of Tacoma Power's Transmission System during the previous 12 months.

**1.48 Tacoma Power Transmission Service Website:**

A publicly accessible webpage or collection of webpage on or accessible through Tacoma Power's website ([www.mytpu.org/tacomapower](http://www.mytpu.org/tacomapower)) on which information and links relevant to Transmission Service or Network Integration Transmission Service under this Tariff are posted.

**1.49 Third-Party Sale:**

Any sale for resale in interstate commerce to a Power Purchaser that is not designated as part of Network Load under the Network Integration Transmission Service.

**1.50 Transmission Customer:**

Any Eligible Customer (or its Designated Agent) that executes a Service Agreement. This term is used in the Part I Common Service Provisions to include customers receiving transmission service under Part II and Part III of this Tariff.

**1.51 Transmission Service:**

Point-To-Point Transmission Service provided under Part II of the Tariff on a firm or non-firm basis.

**1.52 Transmission System:**

The facilities owned, controlled, or operated by Tacoma Power that are used to provide transmission service under Part II and Part III of the Tariff.

**1.53 Utility Board:**

The Tacoma Public Utility Board, or any successor body with analogous authority and responsibilities.

**1.54 WECC:**

The Western Electricity Coordinating Council or any successor entity that serves as the regional entity responsible for coordinating and promoting bulk electric system reliability in the Western Interconnection.

**2 Initial Allocation and Renewal Procedures**

**2.1 Reservation Priority For Existing Firm Service Customers:**

Existing firm service customers (wholesale requirements and transmission-only, with a contract term of five years or more), have the right to continue to take transmission service from Tacoma Power when the contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase capacity and energy from Tacoma Power or elects to purchase capacity and energy from another supplier. If at the end of the contract term, Tacoma Power's Transmission System cannot accommodate all of the requests for transmission service, the existing firm service customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay Tacoma Power's then current rates for such service; provided that, the firm service customer shall have a right of first refusal at the

end of such service only if the new contract is for five years or more. The existing firm service customer must provide notice to Tacoma Power whether it will exercise its right of first refusal no less than one year prior to the expiration date of its transmission service agreement. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of five years or longer.

### **3 Ancillary Services**

Ancillary Services are needed with transmission service to maintain reliability within and among the Balancing Authorities affected by the transmission service. Tacoma Power is required to provide (or offer to arrange with another Balancing Authority as discussed below), and the Transmission Customer is required to purchase, the following Ancillary Services (i) Scheduling, System Control and Dispatch, and (ii) Reactive Supply and Voltage Control from Generation or Other Sources.

Tacoma Power is required to offer to provide (or offer to arrange with another Balancing Authority as discussed below) the following Ancillary Services only to the Transmission Customer serving load within Tacoma Power's Balancing Authority Area (i) Regulation and Frequency Response, (ii) Energy Imbalance, (iii) Operating Reserve - Spinning, and (iv) Operating Reserve - Supplemental. The Transmission Customer serving load within Tacoma Power's Balancing Authority Area is required to acquire these Ancillary Services, whether from

Tacoma Power, from a third party, or by self-supply.

Tacoma Power is required to provide (or offer to arrange with another Balancing Authority as discussed below), to the extent it is physically feasible to do so from its resources or from resources available to it, Generator Imbalance Service when Transmission Service is used to deliver energy from a generator located within its Balancing Authority Area. The Transmission Customer using Transmission Service to deliver energy from a generator located within Tacoma Power's Balancing Authority Area is required to acquire Generator Imbalance Service, whether from Tacoma Power, from a third party, or by self-supply.

The Transmission Customer may not decline Tacoma Power's offer of Ancillary Services unless it demonstrates that it has acquired the Ancillary Services from another source. The Transmission Customer must list in its Application which Ancillary Services it will purchase from Tacoma Power. A Transmission Customer that exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery or an Eligible Customer that uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved is required to pay for all of the Ancillary Services identified in this section that were provided by Tacoma Power associated with the unreserved service. The Transmission Customer or Eligible Customer will pay for Ancillary Services based on the amount of transmission service it used but did not reserve.

If at such time that Tacoma Power is no longer a Balancing Authority and

is unable to provide some or all of the Ancillary Services, Tacoma Power can fulfill its obligation to provide Ancillary Services by acting as the Transmission Customer's agent to secure these Ancillary Services from a nearby Balancing Authority. The Transmission Customer may elect to (i) have Tacoma Power act as its agent, or (ii) secure the Ancillary Services (discussed in Schedules 3, 4, 5, 6 and 9) from a third party or by self-supply when technically feasible.

Tacoma Power shall specify the rate treatment and all related terms and conditions in the event of an unauthorized use of Ancillary Services by the Transmission Customer.

The specific Ancillary Services, prices and/or compensation methods are described on the Schedules that are attached to and made a part of the Tariff.

**3.1 Scheduling, System Control and Dispatch Service:**

The rates and/or methodology are described in Schedule 1.

**3.2 Reactive Supply and Voltage Control from Generation or Other Sources Service:**

The rates and/or methodology are described in Schedule 2.

**3.3 Regulation and Frequency Response Service:**

Where applicable, the rates and/or methodology are described in Schedule 3.

**3.4 Energy Imbalance Service:**

Where applicable, the rates and/or methodology are described in Schedule 4.

**3.5 Operating Reserve - Spinning Reserve Service:**



Where applicable, the rates and/or methodology are described in Schedule 5.

**3.6 Operating Reserve - Supplemental Reserve Service:**

Where applicable, the rates and/or methodology are described in Schedule 6.

**3.7 Generator Imbalance Service:**

Where applicable, the rates and/or methodology are described in Schedule 9.

**4 Tacoma Power Transmission Service Website**

In the event available transfer capability is insufficient to accommodate a request for firm transmission service, additional studies may be required as provided by this Tariff pursuant to Sections 19 and 32.

Tacoma Power shall post on the Tacoma Power Transmission Service Website an electronic link to all rules, standards and practices that (i) relate to the terms and conditions of transmission service, (ii) are not subject to a North American Energy Standards Board (NAESB) copyright restriction, and (iii) are not otherwise included in this Tariff. Tacoma Power shall post on the Tacoma Power Transmission Service Website an electronic link to the NAESB website where any rules, standards and practices that are protected by copyright may be obtained. Tacoma Power shall provide a minimum of 45 days advance notice to Transmission Customers and Eligible Customers (which notice may be given by posting on the Tacoma Power Transmission Service Website and must be given by formal written notice (hard copy or electronic) to each Transmission Customer

currently receiving service under this Tariff) of any additions, deletions or modifications to Tacoma Power's rules, standards, and practices associated with this Tariff, the associated effective date, and any additional implementation procedures that Tacoma Power deems appropriate.

## **5 Local Furnishing Bonds**

### **5.1 Transmission Providers That Own Facilities Financed by Local Furnishing Bonds:**

Notwithstanding any other provision of this Tariff, Tacoma Power shall not be required to provide transmission service to any Eligible Customer pursuant to this Tariff if the provision of such transmission service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance Tacoma Power's facilities that would be used in providing such transmission service.

## **6 Reciprocity**

A Transmission Customer receiving transmission service under this Tariff agrees to provide comparable transmission service that it is capable of providing to Tacoma Power on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer's corporate Affiliates. A Transmission Customer that is a member of, or takes transmission service from, a power pool, Regional Transmission Group (RTG), Regional Transmission Organization (RTO), Independent System Operator (ISO) or other transmission

organization approved by the Commission for the operation of transmission facilities also agrees to provide comparable transmission service to the transmission-owning members of such power pool, RTG, RTO, ISO or other transmission organization on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer's corporate Affiliates.

This reciprocity requirement applies not only to the Transmission Customer that obtains transmission service under the Tariff, but also to all parties to a transaction that involves the use of transmission service under the Tariff, including the power seller, buyer and any intermediary, such as a power marketer. This reciprocity requirement also applies to any Eligible Customer that owns, controls or operates transmission facilities that uses an intermediary, such as a power marketer, to request transmission service under the Tariff. If the Transmission Customer does not own, control or operate transmission facilities, it must include in its Application a sworn statement of one of its duly authorized officers or other representatives that the purpose of its Application is not to assist an Eligible Customer to avoid the requirements of this provision.

## **7 Billing and Payment**

### **7.1 Billing Procedure:**

Within a reasonable time after the first day of each month, Tacoma Power shall submit an invoice to the Transmission Customer for the charges for all services furnished under the Tariff during the preceding month. The invoice shall be paid by the Transmission Customer within twenty (20) days of receipt. All payments shall be made in immediately available funds payable to Tacoma Power, or by wire transfer to a bank named by Tacoma Power.

### **7.2 Interest on Unpaid Balances:**

Interest on any unpaid amounts (including amounts placed in escrow) shall be calculated in accordance with the methodology specified for interest on refunds in the Commission's regulations at 18 C.F.R. 35.19a(a)(2)(iii). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by Tacoma Power.

### **7.3 Customer Default:**

In the event the Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to Tacoma Power on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after Tacoma Power notifies the Transmission Customer to cure such failure, a default by the Transmission

Customer shall be deemed to exist. Upon the occurrence of a default, Tacoma Power may initiate a proceeding with the Utility Board to terminate service but shall not terminate service until the Utility Board so approves any such request. In the event of a billing dispute between Tacoma Power and the Transmission Customer, Tacoma Power will continue to provide service under the Service Agreement as long as the Transmission Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then Tacoma Power may provide notice to the Transmission Customer of its intention to suspend service in sixty (60) days.

**8 [Reserved]**

**9 Withdrawal of and Changes to the Tariff by Tacoma Power**

Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the right of Tacoma Power to unilaterally make a change in rates, terms and conditions, charges, classification of service, Service Agreement, rule or regulation as approved by the Utility Board. Tacoma Power shall give Transmission Customers a minimum of 45 days notice of any proposed changes (which notice may be given by posting on the Tacoma Power Transmission Service Website and must be given by formal written notice (hard copy or electronic) to each Transmission Customer currently receiving service

under this Tariff).

Notwithstanding the foregoing, either of the Tacoma Director of Utilities or Tacoma Power's Superintendent may modify Ancillary Services terms and conditions in this Tariff without said 45-day notice provided that (a) the Director of Utilities or the Superintendent, as applicable, determines that there are exigent circumstances that require the modifications to be made without 45-day notice or prior Utility Board approval, (b) any such modifications shall be subject to refund, except to the extent subsequently confirmed by the Utility Board, and (c) any such modifications shall be submitted to the Utility Board for action (which may include approval, further modification, or rescission) as promptly following implementation as feasible, consistent with applicable Utility Board meeting and notice requirements.

The Transmission Customer shall have the right to appear at any public meeting of the Utility Board to challenge or support existing provisions of or proposed modifications to this Tariff or any Service Agreement (including, without limitations, modifications implemented by the Director of Utilities or the Superintendent as provided in the preceding paragraph), and nothing contained in this Tariff or any Service Agreement shall be construed as affecting in any way the ability of any Transmission Customer receiving service under this Tariff to exercise its rights to challenge, in a public process, any changes, revisions, or modifications made by the Utility Board, Director of Utilities, and/or

Superintendent, and/or to exercise any rights it may have under the Federal Power Act and pursuant to Commission rules and regulations promulgated thereunder.

## **10 Force Majeure and Indemnification**

### **10.1 Force Majeure:**

An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing of the Party seeking to be excused. Neither Tacoma Power nor the Transmission Customer will be considered in default as to any obligation under this Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Tariff.

### **10.2 Indemnification:**

The Transmission Customer shall at all times indemnify, defend, and save Tacoma Power harmless from, any and all damages, losses, claims (including claims and actions relating to injury to or death of any person or damage to property), demands, suits, recoveries, costs and expenses, court costs, attorney

fees, and all other obligations by or to third parties, arising out of or resulting from Tacoma Power's performance of its obligations under this Tariff on behalf of the Transmission Customer, except in cases of negligence or intentional wrongdoing by Tacoma Power. If Tacoma Power and the Transmission Customer are Parties to the Agreement Limiting Liability Among Western Interconnected Systems (Agreement) then to the extent that Agreement provides Tacoma Power with indemnity, defense, and holds Tacoma Power harmless from third party claims that Agreement shall govern, otherwise the Transmission Customer shall be obligated to provide indemnity, defense and hold Tacoma Power harmless as described above.

## **11 Creditworthiness**

Tacoma Power will provide its creditworthiness procedures to any Transmission Customer or Eligible Customer upon request.

## **12 Dispute Resolution Procedures**

### **12.1 Internal Dispute Resolution Procedures:**

Any dispute between a Transmission Customer and Tacoma Power involving transmission service under the Tariff shall be referred to a designated senior representative of Tacoma Power and a senior representative of the Transmission Customer for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the Parties may



agree upon) by mutual agreement, such dispute may, with the written consent of Tacoma Power and the Transmission Customer, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below; provided, however, that Tacoma Power and the Transmission Customer may further agree to vary the arbitration procedures set forth below. In the absence of written consent by Tacoma Power and the Transmission Customer to arbitrate a dispute involving transmission service under this Tariff, either Party may exercise such remedies as are available at law, in equity, or by statute.

#### **12.2 External Arbitration Procedures:**

Any arbitration conducted in connection with the Tariff shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided

herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

**12.3 Arbitration Decisions:**

Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and any Service Agreement entered into under the Tariff and shall have no power to modify or change any of the above in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act and/or the Administrative Dispute Resolution Act.

**12.4 Costs:**

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:

1. the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or
2. one half the cost of the single arbitrator jointly chosen by the Parties.

## II. POINT-TO-POINT TRANSMISSION SERVICE

### Preamble

Tacoma Power will provide Firm and Non-Firm Point-To-Point Transmission Service pursuant to the applicable terms and conditions of this Tariff. Point-To-Point Transmission Service is for the receipt of capacity and energy at designated Point(s) of Receipt and the transfer of such capacity and energy to designated Point(s) of Delivery.

### 13 Nature of Firm Point-To-Point Transmission Service

#### 13.1 Term:

The minimum term of Firm Point-To-Point Transmission Service shall be one day and the maximum term shall be specified in the Service Agreement.

#### 13.2 Reservation Priority:

- (i) Long-Term Firm Point-To-Point Transmission Service shall be available on a first-come, first-served basis, i.e., in the chronological sequence in which each Transmission Customer has requested service.
- (ii) Reservations for Short-Term Firm Point-To-Point Transmission Service will be conditional based upon the length of the requested transaction or reservation.
- (iii) If the Transmission System becomes oversubscribed, requests for service may preempt competing reservations up to the following conditional reservation deadlines: one day before the

commencement of daily service, one week before the commencement of weekly service, and one month before the commencement of monthly service. Before the conditional reservation deadline, if available transfer capability is insufficient to satisfy all requests and reservations, an Eligible Customer with a reservation for shorter term service has the right of first refusal to match any longer term request before losing its reservation priority.

- (iv) Firm Point-To-Point Transmission Service will always have a reservation priority over Non-Firm Point-To-Point Transmission Service under the Tariff. All Long-Term Firm Point-To-Point Transmission Service will have equal reservation priority with Native Load Customers and Network Customers. Reservation priorities for existing firm service customers are provided in Section 2.1.

**13.3 Use of Firm Point-to-Point Transmission Service by Tacoma Power:**

Tacoma Power will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under agreements executed on or after June 1, 2012. Tacoma Power will maintain separate accounting for any use of Firm Point-To-Point Transmission Service to make Third-Party Sales.

**13.4 Service Agreements:**

Tacoma Power shall offer a standard form Firm Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it submits a Completed Application for Long-Term Firm Point-To-Point Transmission Service. Tacoma Power shall offer a standard form Firm Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it first submits a Completed Application for Short-Term Firm Point-To-Point Transmission Service pursuant to the Tariff. Executed Service Agreements that contain the information required under the Tariff shall be submitted to the Utility Board for approval. An Eligible Customer that uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved and that has not executed a Service Agreement will be deemed, for purposes of assessing any appropriate charges and penalties, to have executed the appropriate Service Agreement.

**13.5 Transmission Customer Obligations for Facility Additions:**

In cases where Tacoma Power determines that the Transmission System is not capable of providing Firm Point-To-Point Transmission Service without (1) degrading or impairing the reliability of service to Native Load Customers, Network Customers and other Transmission Customers taking Firm Point-To-Point Transmission Service, or (2) interfering with Tacoma Power's ability to meet prior firm contractual commitments to others, Tacoma Power will be

obligated to expand or upgrade its Transmission System pursuant to the terms of Section 15.3. The Transmission Customer must agree to compensate Tacoma Power for any necessary transmission facility additions pursuant to the terms of Section 27. Any Network Upgrade or Direct Assignment Facilities costs to be charged to the Transmission Customer on an incremental basis under the Tariff will be specified in the Service Agreement prior to initiating service.

**13.6 Curtailment of Firm Transmission Service:**

In the event that a Curtailment on Tacoma Power's Transmission System, or a portion thereof, is required to maintain reliable operation of such system and the system directly and indirectly interconnected with Tacoma Power's Transmission System, Curtailments will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint. Tacoma Power may elect to implement such Curtailments pursuant to the Transmission Loading Relief procedures specified in Attachment J. If multiple transactions require Curtailment, to the extent practicable and consistent with Good Utility Practice, Tacoma Power will curtail service to Network Customers and Transmission Customers taking Firm Point-To-Point Transmission Service on a basis comparable to the curtailment of service to Tacoma Power's Native Load Customers. All Curtailments will be made on a non-discriminatory basis, however, Non-Firm Point-To-Point Transmission Service shall be

subordinate to Firm Transmission Service. When Tacoma Power determines that an electrical emergency exists on its Transmission System and implements emergency procedures to Curtail Firm Transmission Service, the Transmission Customer shall make the required reductions upon request of Tacoma Power. However, Tacoma Power reserves the right to Curtail, in whole or in part, any Firm Transmission Service provided under the Tariff when, in Tacoma Power's sole discretion, an emergency or other unforeseen condition impairs or degrades the reliability of its Transmission System. Tacoma Power will notify all affected Transmission Customers in a timely manner of any scheduled Curtailments.

**13.7 Classification of Firm Transmission Service:**

- (a) The Transmission Customer taking Firm Point-To-Point Transmission Service may (1) change its Receipt and Delivery Points to obtain service on a non-firm basis consistent with the terms of Section 22 or (2) request a modification of the Points of Receipt or Delivery on a firm basis pursuant to the terms of Section 22.
- (b) The Transmission Customer may purchase transmission service to make sales of capacity and energy from multiple generating units that are on Tacoma Power's Transmission System. For such a purchase of transmission service, the resources will be designated

as multiple Points of Receipt, unless the multiple generating units are at the same generating plant in which case the units would be treated as a single Point of Receipt.

- (c) Tacoma Power shall provide firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Receipt. Points of Receipt and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. Each Point of Delivery at which firm transfer capability is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Delivery. Points of Delivery and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. The greater of either (1) the sum of the capacity reservations at the Point(s) of Receipt, or (2) the sum of the



capacity reservations at the Point(s) of Delivery shall be the Transmission Customer's Reserved Capacity. The Transmission Customer will be billed for its Reserved Capacity under the terms of Schedule 7. The Transmission Customer may not exceed its firm capacity reserved at each Point of Receipt and each Point of Delivery except as otherwise specified in Section 22.

**13.8 Scheduling of Firm Point-To-Point Transmission Service:**

Schedules for the Transmission Customer's Firm Point-To-Point Transmission Service must be submitted to Tacoma Power no later than 10:00 a.m. of the day prior to the day of commencement of such service. Schedules submitted after 10:00 a.m. will be accommodated, if practicable. Hour-to-hour schedules of any capacity and energy that is to be delivered must be stated in increments of 1,000 kW per hour. Transmission Customers within Tacoma Power's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their service requests at a common Point of Receipt into units of 1,000 kW per hour for scheduling and billing purposes. Scheduling changes will be permitted up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. Tacoma Power will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the

Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify Tacoma Power, and Tacoma Power shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

#### **14 Nature of Non-Firm Point-to-Point Transmission Service**

##### **14.1 Term:**

Non-Firm Point-To-Point Transmission Service will be available for periods ranging from one (1) hour to one (1) month. However, an Eligible Customer requesting Non-Firm Point-To-Point Transmission Service will be entitled to reserve a sequential term of service (such as a sequential monthly term without having to wait for the initial term to expire before requesting another monthly term) so that the total time period for which the reservation applies is greater than one month, subject to the requirements of Section 18.3.

##### **14.2 Reservation Priority:**

Non-Firm Point-To-Point Transmission Service shall be available from transfer capability in excess of that needed for reliable service to Native Load Customers, Network Customers and other Transmission Customers taking Long-Term and Short-Term Firm Point-To-Point Transmission Service. A higher priority will be assigned to requests or reservations with a longer

duration of service. Eligible Customers that have already reserved shorter term service have the right of first refusal to match any longer term request before being preempted. A longer term competing request for Non-Firm Point-To-Point Transmission Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request: (a) immediately for hourly Non-Firm Point-To-Point Transmission Service after notification by Tacoma Power; and, (b) within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in section 14.6) for Non-Firm Point-To-Point Transmission Service other than hourly transactions after notification by Tacoma Power. Transmission service for Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have the lowest reservation priority under the Tariff.

**14.3 Use of Non-Firm Point-to-Point Transmission Service by Tacoma Power:**

Tacoma Power will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under agreements executed on or after June 1, 2012. Tacoma Power will maintain separate accounting for any use of Non-Firm Point-To-Point Transmission Service to make Third-Party Sales.

#### **14.4 Service Agreements**

Tacoma Power shall offer a standard form Non-Firm Point-To-Point Transmission Service Agreement (Attachment B) to an Eligible Customer when it first submits a Completed Application for Non-Firm Point-To-Point Transmission Service pursuant to the Tariff. Executed Service Agreements that contain the information required under the Tariff shall be approved by the Utility Board.

#### **14.5 Classification of Non-Firm Point-to-Point Transmission Service:**

Non-Firm Point-To-Point Transmission Service shall be offered under terms and conditions contained in Part II of the Tariff. Tacoma Power undertakes no obligation under the Tariff to plan its Transmission System in order to have sufficient capacity for Non-Firm Point-To-Point Transmission Service. Parties requesting Non-Firm Point-To-Point Transmission Service for the transmission of firm power do so with the full realization that such service is subject to availability and to Curtailment or Interruption under the terms of the Tariff. Non-Firm Point-To-Point Transmission Service shall include transmission of energy on an hourly basis and transmission of scheduled short-term capacity and energy on a daily, weekly or monthly basis, but not to exceed one month's reservation for any one Application, under Schedule 8.

#### **14.6 Scheduling of Non-Firm Point-to-Point Transmission Service:**

Schedules for Non-Firm Point-To-Point Transmission Service must be submitted to Tacoma Power no later than 10:00 a.m. of the day prior to commencement of such service. Schedules submitted after 10:00 a.m. will be accommodated, if practicable. Hour-to-hour schedules of energy that is to be delivered must be stated in increments of 1,000 kW per hour. Transmission Customers within Tacoma Power's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their schedules at a common Point of Receipt into units of 1,000 kW per hour. Scheduling changes will be permitted up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. Tacoma Power will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify Tacoma Power, and Tacoma Power shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

**14.7 Curtailment or Interruption of Service:**

Tacoma Power reserves the right to Curtail, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for reliability

reasons when an emergency or other unforeseen condition threatens to impair or degrade the reliability of its Transmission System or the systems directly and indirectly interconnected with Tacoma Power's Transmission System. Tacoma Power may elect to implement such Curtailments pursuant to the procedures for addressing parallel flows specified in Attachment J. Tacoma Power reserves the right to Interrupt, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for economic reasons in order to accommodate (1) a request for Firm Transmission Service, (2) a request for Non-Firm Point-To-Point Transmission Service of greater duration, or (3) transmission service for Network Customers from non-designated resources. Tacoma Power also will discontinue or reduce service to the Transmission Customer to the extent that deliveries for transmission are discontinued or reduced at the Point(s) of Receipt. Where required, Curtailments or Interruptions will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint, however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Transmission Service. If multiple transactions require Curtailment or Interruption, to the extent practicable and consistent with Good Utility Practice, Curtailments or Interruptions will be made to transactions of the shortest term (e.g., hourly non-firm transactions will be Curtailed or Interrupted before daily non-firm transactions and daily non-firm transactions

will be Curtailed or Interrupted before weekly non-firm transactions).

Transmission service for Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under the Tariff. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have a lower priority than any Non-Firm Point-To-Point Transmission Service under the Tariff. Tacoma Power will provide advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice.

## **15 Service Availability**

### **15.1 General Conditions:**

Tacoma Power will provide Firm and Non-Firm Point-To-Point Transmission Service over, on or across its Transmission System to any Transmission Customer that has met the requirements of Section 17.

### **15.2 Determination of Available Transfer Capability:**

A description of Tacoma Power's specific methodology for assessing available transfer capability posted on Tacoma Power's Transmission Service Website (Section 4) is contained in Attachment C of the Tariff. In the event sufficient transfer capability may not exist to accommodate a service request, Tacoma Power will respond by performing a System Impact Study.

### **15.3 Obligation to Provide Transmission Service that Requires**

**Expansion or Modification of the Transmission System:**

- (a) If Tacoma Power determines that it cannot accommodate a Completed Application for Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, Tacoma Power will use due diligence to expand or modify its Transmission System to provide the requested Firm Transmission Service, consistent with its planning obligations in Attachment K, provided the Transmission Customer agrees to compensate Tacoma Power for such costs pursuant to the terms of Section 19. Tacoma Power will conform to Good Utility Practice and its planning obligations in Attachment K, in determining the need for new facilities and in the design and construction of such facilities. The obligation applies only to those facilities that Tacoma Power has the right to expand or modify.

**15.4 Deferral of Service:**

Tacoma Power may defer providing service until it completes construction of new transmission facilities or upgrades needed to provide Firm Point-To-Point Transmission Service whenever Tacoma Power determines that providing the requested service would, without such new facilities or upgrades, impair or degrade reliability to any existing firm services.

**15.5 Other Transmission Service Schedules:**



Eligible Customers receiving transmission service from Tacoma Power, under other agreements, may continue to receive transmission service under those agreements until such time as those agreements terminate pursuant to their terms and conditions or are replaced.

**15.6 Transmission Losses:**

Transmission Losses are associated with all transmission deliveries. Tacoma Power is not obligated to provide Transmission Losses. The Transmission Customer is responsible for replacing losses associated with all transmission service as calculated by Tacoma Power. The applicable Transmission Loss factors are 1.87% of kWh's delivered.

**16 Transmission Customer Responsibilities**

**16.1 Conditions Required of Transmission Customers:**

Point-To-Point Transmission Service shall be provided by Tacoma Power only if the following conditions are satisfied by the Transmission Customer:

- (a) The Transmission Customer has pending a Completed Application for service;
- (b) The Transmission Customer meets the creditworthiness criteria set forth in Section 11;
- (c) The Transmission Customer will have arrangements in place for any other transmission service necessary to effect the delivery from the generating source to Tacoma Power prior to the time

service under Part II of the Tariff commences;

- (d) The Transmission Customer agrees to pay for any facilities constructed and chargeable to such Transmission Customer under Part II of the Tariff, whether or not the Transmission Customer takes service for the full term of its reservation;
- (e) The Transmission Customer provides the information required by Tacoma Power's planning process established in Attachment K;  
and
- (f) The Transmission Customer has executed a Point-To-Point Service Agreement.

**16.2 Transmission Customer Responsibility for Third-Party Arrangements:**

Any scheduling arrangements that may be required by other electric systems shall be the responsibility of the Transmission Customer requesting service.

The Transmission Customer shall provide, unless waived by Tacoma Power, notification to Tacoma Power identifying such systems and authorizing them to schedule the capacity and energy to be transmitted by Tacoma Power pursuant to Part II of the Tariff on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However, Tacoma Power will undertake reasonable efforts to assist the Transmission Customer in making such arrangements, including without limitation, providing any

information or data required by such other electric system pursuant to Good Utility Practice.

## **17 Procedures for Arranging Firm Point-To-Point Transmission Service**

### **17.1 Application:**

A request for Firm Point-To-Point Transmission Service for periods of one year or longer must contain a written Application to: Tacoma Power, Attn: Power Manager, 3628 South 35<sup>th</sup> Street Tacoma WA, 98409, at least sixty (60) days in advance of the calendar month in which service is to commence.

Tacoma Power will consider requests for such firm service on shorter notice when feasible. Requests for firm service for periods of less than one year shall be negotiated between the Parties within the time constraints provided in Section 17.5. All Firm Point-To-Point Transmission Service requests should be submitted by entering the information listed below in an email to [TransmissionService@cityoftacoma.org](mailto:TransmissionService@cityoftacoma.org). This method will provide a time-stamped record for establishing the priority of the Application.

### **17.2 Completed Application:**

A Completed Application shall provide all the following information:

- (i) The identity, address, telephone number and facsimile number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;

- (iii) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;
- (iv) The location of the generating facility(ies) supplying the capacity and energy and the location of the load ultimately served by the capacity and energy transmitted. Tacoma Power will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements;
- (v) A description of the supply characteristics of the capacity and energy to be delivered;
- (vi) An estimate of the capacity and energy expected to be delivered to the Receiving Party;
- (vii) The Service Commencement Date and the term of the requested Transmission Service;
- (viii) The transmission capacity requested for each Point of Receipt and each Point of Delivery on Tacoma Power's Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement; and

- (ix) Any additional information required by Tacoma Power's planning process established in Attachment K.

**17.3 Deposit:**

A Completed Application for Firm Point-To-Point Transmission Service also shall include a deposit of either one month's charge for Reserved Capacity or the full charge for Reserved Capacity for service requests of less than one month. If the Application is rejected by Tacoma Power because it does not meet the conditions for service as set forth herein, said deposit shall be returned with interest less any reasonable costs incurred by Tacoma Power in connection with the review of the Application. The deposit also will be returned with interest less any reasonable costs incurred by Tacoma Power if Tacoma Power is unable to complete new facilities needed to provide the service. If an Application is withdrawn or the Eligible Customer decides not to enter into a Service Agreement for Firm Point-To-Point Transmission Service, the deposit shall be refunded in full, with interest, less reasonable costs incurred by Tacoma Power to the extent such costs have not already been recovered by Tacoma Power from the Eligible Customer. Tacoma Power will provide to the Eligible Customer a complete accounting of all costs deducted from the refunded deposit, which the Eligible Customer may contest if there is a dispute concerning the deducted costs. Deposits associated with construction of new facilities are subject to the provisions of Section 19. If a

Service Agreement for Firm Point-To-Point Transmission Service is executed, the deposit, with interest, will be returned to the Transmission Customer upon expiration or termination of the Service Agreement for Firm Point-To-Point Transmission Service. Applicable interest shall be computed in accordance with the Commission's regulations at 18 CFR 35.19a(a)(2)(iii), and shall be calculated from the day the deposit check is credited to Tacoma Power's account.

**17.4 Notice of Deficient Application:**

If an Application fails to meet the requirements of the Tariff, Tacoma Power shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. Tacoma Power will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, Tacoma Power shall return the Application, along with any deposit, with interest. Upon receipt of a new or revised Application that fully complies with the requirements of Part II of the Tariff, the Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Application.

**17.5 Response to a Completed Application:**

Following receipt of a Completed Application for Firm Point-To-Point Transmission Service, Tacoma Power shall make a determination of available transfer capability as required in Section 15.2. Tacoma Power shall notify the

Eligible Customer as soon as practicable, but not later than thirty (30) days after the date of receipt of a Completed Application either (i) if it will be able to provide service without performing a System Impact Study or (ii) if such a study is needed to evaluate the impact of the Application pursuant to Section 19.1. Responses by Tacoma Power must be made as soon as practicable to all Completed Applications and the timing of such responses must be made on a non-discriminatory basis.

**17.6 Execution of Service Agreement:**

Whenever Tacoma Power determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30) days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Section 19 will govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement within fifteen (15) days after it is tendered by Tacoma Power will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded with interest less any costs reasonably incurred to review the application. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

**17.7 Extensions for Commencement of Service:**

The Transmission Customer can obtain, subject to availability, up to five (5)

one-year extensions for the commencement of service. The Transmission Customer may postpone service by paying a non-refundable annual reservation fee equal to one-month's charge for Firm Transmission Service for each year or fraction thereof within 15 days of notifying Tacoma Power it intends to extend the commencement of service. If during any extension for the commencement of service an Eligible Customer submits a Completed Application for Firm Transmission Service, and such request can be satisfied only by releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity will be released unless the following condition is satisfied. Within thirty (30) days, the original Transmission Customer agrees to pay the Firm Point-To-Point transmission rate for its Reserved Capacity concurrent with the new Service Commencement Date. In the event the Transmission Customer elects to release the Reserved Capacity, the reservation fees or portions thereof previously paid will be forfeited.

## **18 Procedures for Arranging Non-Firm Point-to-Point Transmission Service**

### **18.1 Application:**

Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed written Application to: Tacoma Power, Attn: Power Manager, 3628 South 35th Street Tacoma WA, 98409, at least sixty (60) days in advance of the calendar month in which service is to commence.

Additionally, eligible customers should provide an email of their application



to [TransmissionService@cityoftacoma.org](mailto:TransmissionService@cityoftacoma.org) in order to provide a time-stamped record for establishing the service priority of the Application.

## **18.2 Completed Application**

A Completed Application shall provide all of the following information:

- (i) The identity, address, telephone number and facsimile number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) The Point(s) of Receipt and the Point(s) of Delivery;
- (iv) The maximum amount of capacity requested at each Point of Receipt and Point of Delivery; and
- (v) The proposed dates and hours for initiating and terminating transmission service hereunder.

In addition to the information specified above, when required to properly evaluate system conditions, Tacoma Power also may ask the Transmission Customer to provide the following:

- (vi) The electrical location of the initial source of the power to be transmitted pursuant to the Transmission Customer's request for service; and
- (vii) The electrical location of the ultimate load.

Tacoma Power will treat this information in (vi) and (vii) as confidential at the request of the Transmission Customer except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice, or pursuant to RTG transmission information sharing agreements.

### **18.3 Reservation of Non-Firm Point-to-Point Transmission Service**

Requests for monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence, requests for daily service shall be submitted no earlier than two (2) days before service is to commence, and requests for hourly service shall be submitted no earlier than noon the day before service is to commence. Requests for service received later than 10:00 a.m. prior to the day service is scheduled to commence will be accommodated if practicable.

### **18.4 Determination of Available Transfer Capability**

Following receipt of a tendered schedule Tacoma Power will make a determination on a non-discriminatory basis of available transfer capability pursuant to Section 15.2. Such determination shall be made as soon as reasonably practicable after receipt, but not later than the following time periods for the following terms of service (i) thirty (30) minutes for hourly

service, (ii) thirty (30) minutes for daily service, (iii) four (4) hours for weekly service, and (iv) two (2) days for monthly service.

## **19 Additional Study Procedures For Firm Point-To-Point Transmission Service Requests**

### **19.1 Notice of Need for System Impact Study:**

After receiving a request for service, Tacoma Power shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of Tacoma Power's methodology for completing a System Impact Study is provided in Attachment D. If Tacoma Power determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer, as soon as practicable. Once informed, the Eligible Customer shall timely notify Tacoma Power if it elects to have Tacoma Power study redispatch as part of the System Impact Study. If notification declining study of redispatch is provided prior to tender of the System Impact Study Agreement, the Eligible Customer can avoid the costs associated with the study of this option. Tacoma Power shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse Tacoma Power for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to Tacoma Power within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study

Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest.

**19.2 System Impact Study Agreement and Cost Reimbursement:**

- (i) The System Impact Study Agreement will clearly specify Tacoma Power's estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, Tacoma Power shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.
- (ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for Tacoma Power to accommodate the requests for service, the costs of that study shall be pro-rated among the Eligible Customers.

**19.3 System Impact Study Procedures:**

Upon receipt of an executed System Impact Study Agreement, Tacoma Power

will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify (1) any system constraints, identified with specificity by transmission element or flowgate, and (2) additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. For customers requesting the study of redispatch options, the System Impact Study shall (a) identify all resources located within Tacoma Power's Balancing Authority Area that can significantly contribute toward relieving the system constraint and (b) provide a measurement of each resource's impact on the system constraint. If Tacoma Power possesses information indicating that any resource outside its Balancing Authority Area could relieve the constraint, it shall identify each such resource in the System Impact Study. In the event that Tacoma Power is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer as soon as the System Impact Study is complete. Tacoma Power will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. Tacoma Power shall notify the Eligible Customer immediately upon completion of the

System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement, or the Application shall be deemed terminated and withdrawn.

#### **19.4 Facilities Study Procedures:**

If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, Tacoma Power, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse Tacoma Power for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to Tacoma Power within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest. Upon receipt of an executed Facilities Study Agreement, Tacoma Power will use due diligence to complete the required Facilities Study within a sixty (60) day period. If Tacoma Power is unable to complete the Facilities Study in the allotted time

period, Tacoma Power shall notify the Transmission Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Transmission Customer, (ii) the Transmission Customer's appropriate share of the cost of any required Network Upgrades as determined pursuant to the provisions of Part II of the Tariff, and (iii) the time required to complete such construction and initiate the requested service. The Transmission Customer shall provide Tacoma Power with a letter of credit or other reasonable form of security acceptable to Tacoma Power equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. The Transmission Customer shall have thirty (30) days to execute a Service Agreement and provide the required letter of credit or other form of security or the request will no longer be a Completed Application and shall be deemed terminated and withdrawn. If the Transmission Customer is unwilling to execute the Service Agreement offered by Tacoma Power due to unacceptability of proposed terms, but still wishes to obtain Firm Transmission Service from Tacoma Power, the Transmission Customer may address the matter to the Utility Board as provided in Section 9 of this Tariff.

**19.5 Facilities Study Modifications:**

Any change in design arising from inability to site or construct facilities as proposed will require development of a revised good faith estimate. New good faith estimates also will be required in the event of new statutory or regulatory requirements that are effective before the completion of construction or other circumstances beyond the control of Tacoma Power that significantly affect the final cost of new facilities or upgrades to be charged to the Transmission Customer pursuant to the provisions of Part II of the Tariff.

**19.6 Due Diligence in Completing New Facilities:**

Tacoma Power shall use due diligence to add necessary facilities or upgrade its Transmission System within a reasonable time. Tacoma Power will not upgrade its existing or planned Transmission System in order to provide the requested Firm Point-To-Point Transmission Service if doing so would impair system reliability or otherwise impair or degrade existing firm service.

**19.7 Partial Interim Service:**

If Tacoma Power determines that it will not have adequate transfer capability to satisfy the full amount of a Completed Application for Firm Point-To-Point Transmission Service, Tacoma Power nonetheless shall be obligated to offer and provide the portion of the requested Firm Point-To-Point Transmission Service that can be accommodated without addition of any facilities and through redispatch. However, Tacoma Power shall not be obligated to



provide the incremental amount of requested Firm Point-To-Point Transmission Service that requires the addition of facilities or upgrades to the Transmission System until such facilities or upgrades have been placed in service.

## **20 Procedures If Tacoma Power Is Unable to Complete New Transmission Facilities for Firm Point-To-Point Transmission Service**

### **20.1 Delays in Construction of New Facilities:**

If any event occurs that will materially affect the time for completion of new facilities, or the ability to complete them, Tacoma Power shall promptly notify the Transmission Customer. In such circumstances, Tacoma Power shall within thirty (30) days of notifying the Transmission Customer of such delays, convene a technical meeting with the Transmission Customer to evaluate the alternatives available to the Transmission Customer. Tacoma Power also shall make available to the Transmission Customer studies and work papers related to the delay, including all information that is in the possession of Tacoma Power that is reasonably needed by the Transmission Customer to evaluate any alternatives.

### **20.2 Alternatives to the Original Facility Additions:**

When the review process of Section 20.1 determines that one or more alternatives exist to the originally planned construction project, Tacoma Power shall present such alternatives for consideration by the Transmission Customer. If, upon review of any alternatives, the Transmission Customer

desires to maintain its Completed Application subject to construction of the alternative facilities, it may request Tacoma Power to submit a revised Service Agreement for Firm Point-To-Point Transmission Service. If the alternative approach solely involves Non-Firm Point-To-Point Transmission Service, Tacoma Power shall promptly tender a Service Agreement for Non-Firm Point-To-Point Transmission Service providing for the service. In the event Tacoma Power concludes that no reasonable alternative exists and the Transmission Customer disagrees, the Transmission Customer may seek relief under the dispute resolution procedures pursuant to Section 12.

### **20.3 Refund Obligation for Unfinished Facility Additions:**

If Tacoma Power and the Transmission Customer mutually agree that no other reasonable alternatives exist and the requested service cannot be provided out of existing capability under the conditions of Part II of the Tariff, the obligation to provide the requested Firm Point-To-Point Transmission Service shall terminate and any deposit made by the Transmission Customer shall be returned with interest pursuant to Commission regulations 18 C.F.R. 35.19a(a)(2)(iii). However, the Transmission Customer shall be responsible for all prudently incurred costs by Tacoma Power through the time construction was suspended.

## **21 Provisions Relating to Transmission Construction and Services on the Systems of Other Utilities**

### **21.1 Responsibility for Third-Party System Additions:**

Tacoma Power shall not be responsible for making arrangements for any necessary engineering, permitting, and construction of transmission or distribution facilities on the system(s) of any other entity or for obtaining any regulatory approval for such facilities. Tacoma Power will undertake reasonable efforts to assist the Transmission Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

**21.2 Coordination of Third-Party System Additions:**

In circumstances where the need for transmission facilities or upgrades is identified pursuant to the provisions of Part II of the Tariff, and if such upgrades further require the addition of transmission facilities on other systems, Tacoma Power shall have the right to coordinate construction on its own system with the construction required by others. Tacoma Power, after consultation with the Transmission Customer and representatives of such other systems, may defer construction of its new transmission facilities, if the new transmission facilities on another system cannot be completed in a timely manner. Tacoma Power shall notify the Transmission Customer in writing of the basis for any decision to defer construction and the specific problems which must be resolved before it will initiate or resume construction of new facilities. Within sixty (60) days of receiving written notification by Tacoma

Power of its intent to defer construction pursuant to this section, the Transmission Customer may challenge the decision in accordance with the dispute resolution procedures pursuant to Section 12.

## **22 Changes in Service Specifications**

### **22.1 Modifications on a Non-Firm Basis**

The Transmission Customer taking Firm Point-To-Point Transmission Service may request Tacoma Power provide transmission service on a non-firm basis over Receipt and Delivery Points other than those specified in the Service Agreement ("Secondary Receipt and Delivery Points"), in amounts not to exceed its firm capacity reservation, without incurring an additional Non-Firm Point-To-Point Transmission Service charge or executing a new Service Agreement, subject to the following conditions.

- (a) Service provided over Secondary Receipt and Delivery Points will be non-firm only, on an as-available basis and will not displace any firm or non-firm service reserved or scheduled by third-parties under the Tariff or by Tacoma Power on behalf of its Native Load Customers.
- (b) The sum of all Firm and non-firm Point-To-Point Transmission Service provided to the Transmission Customer at any time pursuant to this section shall not exceed the Reserved Capacity in

the relevant Service Agreement under which such services are provided.

(c) The Transmission Customer shall retain its right to schedule Firm Point-To-Point Transmission Service at the Receipt and Delivery Points specified in the relevant Service Agreement in the amount of its original capacity reservation.

(d) Service over Secondary Receipt and Delivery Points on a non-firm basis shall not require the filing of an Application for Non-Firm Point-To-Point Transmission Service under the Tariff.

However, all other requirements of Part II of the Tariff (except as to transmission rates) shall apply to transmission service on a non-firm basis over Secondary Receipt and Delivery Points.

## **22.2 Modifications on a Firm Basis**

Any request by a Transmission Customer to modify Point(s) of Receipt or Point(s) of Delivery on a firm basis shall be treated as a new request for service in accordance with Section 17 hereof, except that such Transmission Customer shall not be obligated to pay any additional deposit if the capacity reservation does not exceed the amount reserved in the existing Service Agreement. While such new request is pending, the Transmission Customer shall retain its priority for service at the existing firm Point(s) of Receipt or Point(s) of Delivery specified in its Service Agreement.

## **23 Sale or Assignment of Transmission Service**

### **23.1 Procedures for Assignment or Transfer of Service:**

A Transmission Customer may sell, assign, or transfer all or a portion of its rights under its Service Agreement, but only to another Eligible Customer (the Assignee). The Transmission Customer that sells, assigns or transfers its rights under its Service Agreement is hereafter referred to as the Reseller. Compensation to Resellers shall be at rates established by agreement between the Reseller and the Assignee.

The Assignee must execute a service agreement with Tacoma Power governing reassignments of transmission service prior to the date on which the reassigned service commences. Tacoma Power shall charge the Reseller, as appropriate, at the rate stated in the Reseller's Service Agreement with Tacoma Power and credit the Reseller with the price reflected in the Assignee's Service Agreement with Tacoma Power; provided that, such credit shall be reversed in the event of non-payment by the Assignee. If the Assignee does not request any change in the Point(s) of Receipt or the Point(s) of Delivery, or a change in any other term or condition set forth in the original Service Agreement, the Assignee will receive the same services as did the Reseller and the priority of service for the Assignee will be the same as that of the Reseller. The Assignee will be subject to all terms and conditions of this Tariff. If the Assignee requests a change in service, the reservation priority of

service will be determined by Tacoma Power pursuant to Section 13.2.

**23.2 Limitations on Assignment or Transfer of Service:**

If the Assignee requests a change in the Point(s) of Receipt or Point(s) of Delivery, or a change in any other specifications set forth in the original Service Agreement, Tacoma Power will consent to such change subject to the provisions of the Tariff, provided that the change will not impair the operation and reliability of Tacoma Power's generation, transmission, or distribution systems. The Assignee shall compensate Tacoma Power for performing any System Impact Study needed to evaluate the capability of the Transmission System to accommodate the proposed change and any additional costs resulting from such change. The Reseller shall remain liable for the performance of all obligations under the Service Agreement, except as specifically agreed to by Tacoma Power and the Reseller through an amendment to the Service Agreement.

**23.3 Information on Assignment or Transfer of Service:**

In accordance with Section 4, all sales or assignments of capacity must be received in a written notice through email, fax or mail and posted on Tacoma Power's Transmission Service Website on or before the date the reassigned service commences and are subject to Section 23.1.

**24 Metering and Power Factor Correction at Receipt and Delivery Points(s)**

**24.1 Transmission Customer Obligations:**

Unless otherwise agreed, the Transmission Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under Part II of the Tariff and to communicate the information to Tacoma Power. Such equipment shall remain the property of the Transmission Customer.

**24.2 Tacoma Power Access to Metering Data:**

Tacoma Power shall have access to metering data, which may reasonably be required to facilitate measurements and billing under the Service Agreement.

**24.3 Power Factor:**

Unless otherwise agreed, the Transmission Customer is required to maintain a power factor within the same range as Tacoma Power pursuant to Good Utility Practices. The power factor requirements are specified in the Service Agreement where applicable.

**25 Compensation for Transmission Service**

Rates for Firm and Non-Firm Point-To-Point Transmission Service are provided in the Schedules appended to the Tariff: Firm Point-To-Point Transmission Service (Schedule 7) and Non-Firm Point-to-Point Transmission Service (Schedule 8).

**26 [Reserved]**



## **27 Compensation for New Facilities and Redispatch Costs**

Whenever a System Impact Study performed by Tacoma Power in connection with the provision of Firm Point-To-Point Transmission Service identifies the need for new facilities, the Transmission Customer shall be responsible for such costs. Whenever a System Impact Study performed by Tacoma Power identifies capacity constraints that may be relieved by redispatching Tacoma Power's resources to eliminate such constraints, the Transmission Customer shall be responsible for the redispatch costs.

### **III. NETWORK INTEGRATION TRANSMISSION SERVICE**

#### **Preamble**

Tacoma Power will provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained in the Tariff and Service Agreement. Network Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its current and planned Network Resources to serve its Network Load in a manner comparable to that in which Tacoma Power utilizes its Transmission System to serve its Native Load Customers. Network Integration Transmission Service also may be used by the Network Customer to deliver economy energy purchases to its Network Load from non-designated resources on an as-available basis without additional charge. Transmission service for sales to non-designated loads will be subject to the applicable terms and conditions of Part II of the Tariff.

## **28 Nature of Network Integration Transmission Service**

### **28.1 Scope of Service:**

Network Integration Transmission Service is a transmission service that allows Network Customers to efficiently and economically utilize their Network Resources (as well as other non-designated generation resources) to serve their Network Load located in Tacoma Power's Balancing Authority Area and any additional load that may be designated pursuant to Section 31.3 of the Tariff. The Network Customer taking Network Integration Transmission Service must obtain or provide Ancillary Services pursuant to Section 3.

### **28.2 Tacoma Power Responsibilities:**

Tacoma Power will plan, construct, operate and maintain its Transmission System in accordance with Good Utility Practice and its planning obligations in Attachment K in order to provide the Network Customer with Network Integration Transmission Service over Tacoma Power's Transmission System. Tacoma Power, on behalf of its Native Load Customers, shall be required to designate resources and loads in the same manner as any Network Customer under Part III of this Tariff. This information must be consistent with the information used by Tacoma Power to calculate available transfer capability. Tacoma Power shall include the Network Customer's Network Load in its Transmission System planning and shall, consistent with Good Utility Practice

and Attachment K, endeavor to construct and place into service sufficient transfer capability to deliver the Network Customer's Network Resources to serve its Network Load on a basis comparable to Tacoma Power's delivery of its own generating and purchased resources to its Native Load Customers.

**28.3 Network Integration Transmission Service:**

Tacoma Power will provide firm transmission service over its Transmission System to the Network Customer for the delivery of capacity and energy from its designated Network Resources to service its Network Loads on a basis that is comparable to Tacoma Power's use of the Transmission System to reliably serve its Native Load Customers.

**28.4 Secondary Service:**

The Network Customer may use Tacoma Power's Transmission System to deliver energy to its Network Loads from resources that have not been designated as Network Resources. Such energy shall be transmitted, on an as-available basis, at no additional charge. Secondary service shall not require the filing of an Application for Network Integration Transmission Service under the Tariff. However, all other requirements of Part III of the Tariff (except for transmission rates) shall apply to secondary service. Deliveries from resources other than Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under Part II of the Tariff.

### **28.5 Transmission Losses:**

Transmission Losses are associated with all transmission deliveries. Tacoma Power is not obligated to provide Transmission Losses. The Network Customer is responsible for replacing losses associated with all transmission service as calculated by Tacoma Power. The applicable Transmission factors are 1.87% of kWh's delivered.

### **28.6 Restrictions on Use of Service:**

The Network Customer shall not use Network Integration Transmission Service for (i) sales of capacity and energy to non-designated loads, or (ii) direct or indirect provision of transmission service by the Network Customer to third parties. All Network Customers taking Network Integration Transmission Service shall use Point-To-Point Transmission Service under Part II of the Tariff for any Third-Party Sale which requires use of Tacoma Power's Transmission System.

## **29 Initiating Service**

### **29.1 Condition Precedent for Receiving Service:**

Subject to the terms and conditions of Part III of the Tariff, Tacoma Power will provide Network Integration Transmission Service to any Eligible Customer, provided that (i) the Eligible Customer completes an Application for service as provided under Part III of the Tariff, (ii) the Eligible Customer and Tacoma Power complete the technical arrangements set forth in Sections

29.3 and 29.4, (iii) the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Part III of the Tariff, and (iv) the Eligible Customer executes a Network Operating Agreement with Tacoma Power pursuant to Attachment G.

### **29.2 Application Procedures:**

An Eligible Customer requesting service under Part III of the Tariff must submit a written Application to: Tacoma Power, Attn: Power Manager, 3628 South 35<sup>th</sup> Street Tacoma WA, 98409, with a deposit approximating the charge for one month of service, to Tacoma Power as far as possible in advance of the month in which service is to commence. Unless subject to the procedures in Section 2, Completed Applications for Network Integration Transmission Service will be assigned a priority according to the date and time the Application is received, with the earliest Application receiving the highest priority. Applications should be submitted by entering the information listed below to Tacoma Power at the following email address, [TransmissionService@cityoftacoma.org](mailto:TransmissionService@cityoftacoma.org). This method will provide a time-stamped record for establishing the service priority of the Application. A Completed Application shall provide all of the information, including but not limited to the following:

- (i) The identity, address, telephone number and facsimile number of the party requesting service;

- (ii) A statement that the party requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) A description of the Network Load at each delivery point. This description should separately identify and provide the Eligible Customer's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each Tacoma Power substation at the same transmission voltage level. The description should include a ten (10) year forecast of summer and winter load and resource requirements beginning with the first year after the service is scheduled to commence;
- (iv) The amount and location of any interruptible loads included in the Network Load. This shall include the summer and winter capacity requirements for each interruptible load (had such load not been interruptible), that portion of the load subject to interruption, the conditions under which an interruption can be implemented and any limitations on the amount and frequency of interruptions. An Eligible Customer should identify the amount of interruptible customer load (if any) included in the 10 year load forecast provided in response to (iii) above;
- (v) A description of Network Resources (current and 10-year projection). For each on-system Network Resource, such

description shall include:

- Unit size and amount of capacity from that unit to be designated as Network Resource
- VAR capability (both leading and lagging) of all generators
- Operating restrictions
  - Any periods of restricted operations throughout the year
  - Maintenance schedules
  - Minimum loading level of unit
  - Normal operating level of unit
  - Any must-run unit designations required for system reliability or contract reasons
- Approximate variable generating cost (\$/MWH) for redispatch computations
- Arrangements governing sale and delivery of power to third parties from generating facilities located in Tacoma Power Balancing Authority Area, where only a portion of unit output is designated as a Network Resource;

For each off-system Network Resource, such description shall include:

- Identification of the Network Resource as an off-system resource

- Amount of power to which the customer has rights
  - Identification of the Balancing Authority Area from which the power will originate
  - Delivery point(s) to Tacoma Power's Transmission System
  - Transmission arrangements on the external transmission system(s)
  - Operating restrictions, if any
    - Any periods of restricted operations throughout the year
    - Maintenance schedules
    - Minimum loading level of unit
    - Normal operating level of unit
    - Any must-run unit designations required for system reliability or contract reasons
  - Approximate variable generating cost (\$/MWH) for redispatch computations;
- (vi) Description of Eligible Customer's transmission system:
- Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices and load type, including normal and emergency ratings of all transmission equipment in a load flow format compatible with that used by Tacoma Power



- Operating restrictions needed for reliability
  - Operating guides employed by system operators
  - Contractual restrictions or committed uses of the Eligible Customer's transmission system, other than the Eligible Customer's Network Loads and Resources
  - Location of Network Resources described in subsection (v) above
  - 10 year projection of system expansions or upgrades
  - Transmission System maps that include any proposed expansions or upgrades
  - Thermal ratings of Eligible Customer's Balancing Authority ties with other Balancing Authorities;
- (vii) Service Commencement Date and the term of the requested Network Integration Transmission Service. The minimum term for Network Integration Transmission Service is one year;
- (viii) A statement signed by an authorized officer from or agent of the Network Customer attesting that all of the network resources listed pursuant to Section 29.2(v) satisfy the following conditions:
- (1) the Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is

contingent upon the availability of transmission service under Part III of the Tariff; and (2) the Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program; and

- (ix) Any additional information required of the Transmission Customer as specified in Tacoma Power's planning process established in Attachment K.

Unless the Parties agree to a different time frame, Tacoma Power must acknowledge the request within ten (10) days of receipt. The acknowledgement must include a date by which a response, including a Service Agreement, will be sent to the Eligible Customer. If an Application fails to meet the requirements of this section, Tacoma Power shall notify the Eligible Customer requesting service within fifteen (15) days of receipt and specify the reasons for such failure. Wherever possible, Tacoma Power will attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, Tacoma Power shall return the Application without prejudice to the Eligible Customer filing a new or revised Application that fully complies with the

requirements of this section. The Eligible Customer will be assigned a new priority consistent with the date of the new or revised Application.

**29.3 Technical Arrangements to be Completed Prior to Commencement of Service:**

Network Integration Transmission Service shall not commence until Tacoma Power and the Network Customer, or a third party, have completed installation of all equipment specified under the Network Operating Agreement consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System. Tacoma Power shall exercise reasonable efforts, in coordination with the Network Customer, to complete such arrangements as soon as practicable taking into consideration the Service Commencement Date.

**29.4 Network Customer Facilities:**

The provision of Network Integration Transmission Service shall be conditioned upon the Network Customer's constructing, maintaining and operating the facilities on its side of each delivery point or interconnection necessary to reliably deliver capacity and energy from Tacoma Power's Transmission System to the Network Customer. The Network Customer shall be solely responsible for constructing or installing all facilities on the Network Customer's side of each such delivery point or interconnection.

### **30 Network Resources**

#### **30.1 Designation of Network Resources:**

Network Resources shall include all generation owned, purchased or leased by the Network Customer designated to serve Network Load under the Tariff.

Network Resources may not include resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program. Any owned or purchased resources that were serving the Network Customer's loads under firm agreements entered into on or before the Service Commencement Date shall initially be designated as Network Resources until the Network Customer terminates the designation of such resources.

#### **30.2 Designation of New Network Resources:**

The Network Customer may designate a new Network Resource by providing Tacoma Power with as much advance notice as practicable. A designation of a new Network Resource must be made to

[TransmissionService@cityoftacoma.org](mailto:TransmissionService@cityoftacoma.org) and by written request to: Tacoma Power, Attn: Power Manager, 3628 South 35<sup>th</sup> Street Tacoma WA, 98409.

This request must include a statement that the new Network Resource satisfies the following conditions: (1) the Network Customer owns the resource, has

committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff; and (2) The Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program. The Network Customer's request will be deemed deficient if it does not include this statement and Tacoma Power will follow the procedures for a deficient application as described in Section 29.2 of the Tariff.

### **30.3 Termination of Network Resources:**

The Network Customer may terminate the designation of all or part of a generating resource as a Network Resource by providing notification to Tacoma Power as soon as reasonably practicable, but not later than the firm scheduling deadline for the period of termination. Any request for termination of Network Resource status must be submitted through a written request to: Tacoma Power, Attn: Power Manager, 3628 South 35<sup>th</sup> Street Tacoma WA, 98409 and through [TransmissionService@cityoftacoma.org](mailto:TransmissionService@cityoftacoma.org), and should indicate whether the request is for indefinite or temporary termination. A request for indefinite termination of Network Resource status must indicate

the date and time that the termination is to be effective, and the identification and capacity of the resource(s) or portions thereof to be indefinitely terminated. A request for temporary termination of Network Resource status must include the following:

- (i) Effective date and time of temporary termination;
- (ii) Effective date and time of redesignation, following period of temporary termination;
- (iii) Identification and capacity of resource(s) or portions thereof to be temporarily terminated;
- (iv) Resource description and attestation for redesignating the network resource following the temporary termination, in accordance with Section 30.2; and
- (v) Identification of any related transmission service requests to be evaluated concomitantly with the request for temporary termination, such that the requests for undesignation and the request for these related transmission service requests must be approved or denied as a single request. The evaluation of these related transmission service requests must take into account the termination of the network resources identified in (iii) above, as well as all competing transmission service requests of higher priority.

As part of a temporary termination, a Network Customer may only redesignate the same resource that was originally designated, or a portion thereof.

Requests to redesignate a different resource and/or a resource with increased capacity will be deemed deficient and Tacoma Power will follow the procedures for a deficient application as described in Section 29.2 of the Tariff.

#### **30.4 Operation of Network Resources:**

The Network Customer shall not operate its designated Network Resources located in the Network Customer's or Tacoma Power's Balancing Authority Area such that the output of those facilities exceeds its designated Network Load, plus Non-Firm Sales delivered pursuant to Part II of the Tariff, plus Transmission Losses, plus power sales under a reserve sharing program, plus sales that permit curtailment without penalty to serve its designated Network Load. This limitation shall not apply to changes in the operation of a Transmission Customer's Network Resources at the request of Tacoma Power to respond to an emergency or other unforeseen condition which may impair or degrade the reliability of the Transmission System. For all Network Resources not physically connected with Tacoma Power's Transmission System, the Network Customer may not schedule delivery of energy in excess of the Network Resource's capacity, as specified in the Network Customer's Application pursuant to Section 29, unless the Network Customer supports

such delivery within Tacoma Power's Transmission System by either obtaining Point-to-Point Transmission Service or utilizing secondary service pursuant to Section 28.4.

**30.5 Network Customer Redispatch Obligation:**

As a condition to receiving Network Integration Transmission Service, the Network Customer agrees to redispatch its Network Resources as requested by Tacoma Power pursuant to Section 33.2. To the extent practical, the redispatch of resources pursuant to this section shall be on a least cost, non-discriminatory basis between all Network Customers, and Tacoma Power.

**30.6 Transmission Arrangements for Network Resources Not Physically Interconnected With Tacoma Power:**

The Network Customer shall be responsible for any arrangements necessary to deliver capacity and energy from a Network Resource not physically interconnected with Tacoma Power's Transmission System. Tacoma Power will undertake reasonable efforts to assist the Network Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other entity pursuant to Good Utility Practice.

**30.7 Limitation on Designation of Network Resources:**

The Network Customer must demonstrate that it owns or has committed to purchase generation pursuant to an executed contract in order to designate a generating resource as a Network Resource. Alternatively, the Network



Customer may establish that execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff.

**30.8 Use of Interface Capacity by the Network Customer:**

There is no limitation upon a Network Customer's use of Tacoma Power's Transmission System at any particular interface to integrate the Network Customer's Network Resources (or substitute economy purchases) with its Network Loads. However, a Network Customer's use of Tacoma Power's total interface capacity with other transmission systems may not exceed the Network Customer's Load.

**30.9 Network Customer Owned Transmission Facilities:**

The Network Customer that owns existing transmission facilities that are integrated with Tacoma Power's Transmission System may be eligible to receive consideration either through a billing credit or some other mechanism. In order to receive such consideration the Network Customer must demonstrate that its transmission facilities are integrated into the plans or operations of Tacoma Power, to serve its power and transmission customers. For facilities added by the Network Customer, the Network Customer shall receive credit for such transmission facilities added if such facilities are integrated into the operations of Tacoma Power's facilities; provided however, the Network Customer's transmission facilities shall be presumed to be integrated if such transmission facilities, if owned by Tacoma Power, would

be eligible for inclusion in Tacoma Power's annual transmission revenue requirement as specified in Attachment H. Calculation of any credit under this subsection shall be addressed in either the Network Customer's Service Agreement or any other agreement between the Parties.

### **31 Designation of Network Load**

#### **31.1 Network Load:**

The Network Customer must designate the individual Network Loads on whose behalf Tacoma Power will provide Network Integration Transmission Service. The Network Loads shall be specified in the Service Agreement.

#### **31.2 New Network Loads Connected With Tacoma Power:**

The Network Customer shall provide Tacoma Power with as much advance notice as reasonably practicable of the designation of new Network Load that will be added to its Transmission System. A designation of new Network Load must be made through a modification of service pursuant to a new Application. Tacoma Power will use due diligence to install any transmission facilities required to interconnect a new Network Load designated by the Network Customer. The costs of new facilities required to interconnect a new Network Load shall be determined and charged in accordance with the procedures provided in Section 32.4.

#### **31.3 Network Load Not Physically Interconnected with Tacoma Power:**

This section applies to both initial designation pursuant to Section 31.1 and

the subsequent addition of new Network Load not physically interconnected with Tacoma Power. To the extent that the Network Customer desires to obtain transmission service for a load outside Tacoma Power's Transmission System, the Network Customer shall have the option of (1) electing to include the entire load as Network Load for all purposes under Part III of the Tariff and designating Network Resources in connection with such additional Network Load, or (2) excluding that entire load from its Network Load and purchasing Point-To-Point Transmission Service under Part II of the Tariff. To the extent that the Network Customer gives notice of its intent to add a new Network Load as part of its Network Load pursuant to this section the request must be made through a modification of service pursuant to a new Application.

**31.4 New Interconnection Points:**

To the extent the Network Customer desires to add a new delivery point or interconnection point between Tacoma Power's Transmission System and a Network Load, the Network Customer shall provide Tacoma Power with as much advance notice as reasonably practicable.

**31.5 Changes in Service Requests:**

Under no circumstances shall the Network Customer's decision to cancel or delay a requested change in Network Integration Transmission Service (e.g. the addition of a new Network Resource or designation of a new Network

Load) in any way relieve the Network Customer of its obligation to pay the costs of transmission facilities constructed by Tacoma Power and charged to the Network Customer as reflected in the Service Agreement. However, Tacoma Power must treat any requested change in Network Integration Transmission Service in a non-discriminatory manner.

### **31.6 Annual Load and Resource Information Updates:**

The Network Customer shall provide Tacoma Power with annual updates of Network Load and Network Resource forecasts consistent with those included in its Application for Network Integration Transmission Service under Part III of the Tariff including, but not limited to, any information provided under section 29.2(ix) pursuant to Tacoma Power's planning process in Attachment K. The Network Customer also shall provide Tacoma Power with timely written notice of material changes in any other information provided in its Application relating to the Network Customer's Network Load, Network Resources, its transmission system or other aspects of its facilities or operations affecting Tacoma Power's ability to provide reliable service.

## **32 Additional Study Procedures For Network Integration Transmission Service Requests**

### **32.1 Notice of Need for System Impact Study:**

After receiving a request for service, Tacoma Power shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of Tacoma Power's methodology for completing a System Impact Study is

provided in Attachment D. If Tacoma Power determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer, as soon as practicable. In such cases, Tacoma Power shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse Tacoma Power for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to Tacoma Power within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest.

**32.2 System Impact Study Agreement and Cost Reimbursement:**

- (i) The System Impact Study Agreement will clearly specify Tacoma Power's estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, Tacoma Power shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably

necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

- (ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for Tacoma Power to accommodate the service requests, the costs of that study shall be pro-rated among the Eligible Customers.

### **32.3 System Impact Study Procedures:**

Upon receipt of an executed System Impact Study Agreement, Tacoma Power will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify (1) any system constraints, identified with specificity by transmission element or flowgate, (2) redispatch options (when requested by an Eligible Customer) including, to the extent possible, an estimate of the cost of redispatch, (3) available options for installation of automatic devices to curtail service (when requested by an Eligible Customer), and (4) additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. For customers requesting the study of redispatch options, the System Impact Study shall (1) identify all resources located within Tacoma Power's Balancing Authority Area that can significantly contribute toward relieving the system constraint and (2) provide a measurement of each resource's impact on the system

constraint. If Tacoma Power possesses information indicating that any resource outside its Balancing Authority Area could relieve the constraint, it shall identify each such resource in the System Impact Study. In the event that Tacoma Power is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer as soon as the System Impact Study is complete. Tacoma Power will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. Tacoma Power shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement, or the Application shall be deemed terminated and withdrawn.

#### **32.4 Facilities Study Procedures:**

If a System Impact Study indicates that additions or upgrades to the

Transmission System are needed to supply the Eligible Customer's service request, Tacoma Power, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse Tacoma Power for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to Tacoma Power within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest. Upon receipt of an executed Facilities Study Agreement, Tacoma Power will use due diligence to complete the required Facilities Study within a sixty (60) day period. If Tacoma Power is unable to complete the Facilities Study in the allotted time period, Tacoma Power shall notify the Eligible Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Eligible Customer, (ii) the Eligible Customer's appropriate share of the cost of any required Network Upgrades, and (iii) the time required to complete such construction and initiate the requested service. The Eligible Customer shall provide Tacoma Power with a



letter of credit or other reasonable form of security acceptable to Tacoma Power equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. The Eligible Customer shall have thirty (30) days to execute a Service Agreement and provide the required letter of credit or other form of security or the request no longer will be a Completed Application and shall be deemed terminated and withdrawn.

### **33 Load Shedding and Curtailments**

#### **33.1 Procedures:**

Prior to the Service Commencement Date, Tacoma Power and the Network Customer shall establish Load Shedding and Curtailment procedures pursuant to the Network Operating Agreement with the objective of responding to contingencies on the Transmission System and on systems directly and indirectly interconnected with Tacoma Power's Transmission System. The Parties will implement such programs during any period when Tacoma Power determines that a system contingency exists and such procedures are necessary to alleviate such contingency. Tacoma Power will notify all affected Network Customers in a timely manner of any scheduled Curtailment.

#### **33.2 Transmission Constraints:**

During any period when Tacoma Power determines that a transmission constraint exists on the Transmission System, and such constraint may impair

the reliability of Tacoma Power's system, Tacoma Power will take whatever actions, consistent with Good Utility Practice, are reasonably necessary to maintain the reliability of Tacoma Power's system. To the extent Tacoma Power determines that the reliability of the Transmission System can be maintained by redispatching resources, Tacoma Power will initiate procedures pursuant to the Network Operating Agreement to redispatch all Network Resources and Tacoma Power's own resources on a least-cost basis without regard to the ownership of such resources. Any redispatch under this section may not unduly discriminate between Tacoma Power's use of the Transmission System on behalf of its Native Load Customers and any Network Customer's use of the Transmission System to serve its designated Network Load.

**33.3 Cost Responsibility for Relieving Transmission Constraints:**

Whenever Tacoma Power implements least-cost redispatch procedures in response to a transmission constraint, Tacoma Power and Network Customers will each bear a proportionate share of the total redispatch cost based on their respective Load Ratio Shares.

**33.4 Curtailments of Scheduled Deliveries:**

If a transmission constraint on Tacoma Power's Transmission System cannot be relieved through the implementation of least-cost redispatch procedures and Tacoma Power determines that it is necessary to Curtail scheduled

deliveries, the Parties shall Curtail such schedules in accordance with the Network Operating Agreement.

**33.5 Allocation of Curtailments:**

Tacoma Power shall, on a non-discriminatory basis, Curtail the transaction(s) that effectively relieve the constraint. However, to the extent practicable and consistent with Good Utility Practice, any Curtailment will be shared by Tacoma Power and Network Customer in proportion to their respective Load Ratio Shares. Tacoma Power shall not direct the Network Customer to Curtail schedules to an extent greater than Tacoma Power would Curtail Tacoma Power's schedules under similar circumstances.

**33.6 Load Shedding:**

To the extent that a system contingency exists on Tacoma Power's Transmission System and Tacoma Power determines that it is necessary for Tacoma Power and the Network Customer to shed load, the Parties shall shed load in accordance with previously established procedures under the Network Operating Agreement.

**33.7 System Reliability:**

Notwithstanding any other provisions of this Tariff, Tacoma Power reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to Curtail Network Integration Transmission Service

without liability on Tacoma Power's part for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where the continuance of Network Integration Transmission Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on Tacoma Power's Transmission System or on any other system(s) directly or indirectly interconnected with Tacoma Power's Transmission System, Tacoma Power, consistent with Good Utility Practice, also may Curtail Network Integration Transmission Service in order to (i) limit the extent or damage of the adverse condition(s) or disturbance(s), (ii) prevent damage to generating or transmission facilities, or (iii) expedite restoration of service. Tacoma Power will give the Network Customer as much advance notice as is practicable in the event of such Curtailment. Any Curtailment of Network Integration Transmission Service will be not unduly discriminatory relative to Tacoma Power's use of the Transmission System on behalf of its Native Load Customers.

### **34 Rates and Charges**

The Network Customer shall pay Tacoma Power for any Direct Assignment Facilities, Ancillary Services, and applicable study costs, consistent with Tacoma Power policy and the following:

#### **34.1 Monthly Demand Charge:**

The Network Customer shall pay a monthly Demand Charge, which shall be determined by multiplying its Load Ratio Share times one twelfth (1/12) of Tacoma Power's Annual Transmission Revenue Requirement specified in Attachment H.

**34.2 Determination of Network Customer's Network Load:**

The Network Customer's Network Load is its hourly load (including its designated Network Load not physically interconnected with Tacoma Power under Section 31.3) coincident with Tacoma Power's Transmission System Load.

**34.3 Determination of Tacoma Power's Transmission System Load:**

Tacoma Power's Transmission System Load is Tacoma Power's Transmission System Peak minus the coincident hour usage of all Firm Point-To-Point Transmission Service customers pursuant to Part II of this Tariff plus the Reserved Capacity of all Firm Point-To-Point Transmission Service customers.

**35 Operating Arrangements**

**35.1 Operation under The Network Operating Agreement:**

The Network Customer shall plan, construct, operate and maintain its facilities in accordance with Good Utility Practice and in conformance with the Network Operating Agreement.

**35.2 Network Operating Agreement:**

The terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Part III of the Tariff shall be specified in the Network Operating Agreement. The Network Operating Agreement shall provide for the Parties to (i) operate and maintain equipment necessary for integrating the Network Customer within Tacoma Power's Transmission System (including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment), (ii) transfer data between Tacoma Power and the Network Customer (including, but not limited to, heat rates and operational characteristics of Network Resources, generation schedules for units outside Tacoma Power's Transmission System, interchange schedules, unit outputs for redispatch required under Section 33, voltage schedules, loss factors and other real time data), (iii) use software programs required for data links and constraint dispatching, (iv) exchange data on forecasted loads and resources necessary for long-term planning, and (v) address any other technical and operational considerations required for implementation of Part III of the Tariff, including scheduling protocols. The Network Operating Agreement will recognize that the Network Customer shall either (i) operate as a Balancing Authority under applicable guidelines of the Electric Reliability Organization (ERO) as defined in 18 C.F.R. 39.1, (ii) satisfy its Balancing Authority requirements, including all necessary Ancillary Services,

by contracting with Tacoma Power, or (iii) satisfy its Balancing Authority requirements, including all necessary Ancillary Services, by contracting with another entity, consistent with Good Utility Practice, which satisfies the applicable reliability guidelines of the ERO. Tacoma Power shall not unreasonably refuse to accept contractual arrangements with another entity for Ancillary Services. The Network Operating Agreement is included in Attachment G.

**35.3 Network Operating Committee:**

A Network Operating Committee (Committee) shall be established to coordinate operating criteria for the Parties' respective responsibilities under the Network Operating Agreement. Each Network Customer shall be entitled to have at least one representative on the Committee. The Committee shall meet from time to time as need requires, but no less than once each calendar year.

**IV. GENERATOR INTERCONNECTION SERVICE**

**36 Applicable Terms, Conditions, and Requirements**

**36.1 Generator Interconnection Agreement and Connection Requirements:**

Any request by an Eligible Customer or Transmission Customer for generator interconnection service shall be processed in accordance with and subject to the provisions of Tacoma Power's Generator Interconnection Agreement and applicable provisions of Tacoma Power's Facility Connection Requirements,

each as then in effect. Tacoma Power shall make good faith efforts to keep posted on the Tacoma Power Transmission Service Website current forms of its Generator Interconnection Agreement and Facility Connection Requirements.

**36.2 No Rights to Transmission or Network Integration Transmission Service Conferring by Interconnection Service:**

No request for or agreement governing generator interconnection service shall (a) constitute a request for, or convey any rights on any Eligible Customer, Transmission Customer, or interconnection customer with respect to, any form or transmission delivery service (including, without limitation, Transmission Service pursuant to Part II of this Tariff and Network Integration Transmission Service pursuant to Part III of this Tariff) or any Ancillary Services, or (b) otherwise convey any rights to deliver electricity to any customer on or portion of Tacoma Power's Transmission System.



## **SCHEDULE 1**

### **Scheduling, System Control and Dispatch Service**

This service is required to schedule the movement of power through, out of, within, or into a Balancing Authority Area. This service can be provided only by the operator of the Balancing Authority Area in which the transmission facilities used for transmission service are located. Scheduling, System Control and Dispatch Service is to be provided directly by Tacoma Power. The Transmission Customer must purchase this service from Tacoma Power.

The Transmission Customer shall compensate Tacoma Power for Scheduling, System Control, and Dispatch Service at a rate of \$0.82/MWh transmitted.

## **SCHEDULE 2**

### **Reactive Supply and Voltage Control from Generation or Other Sources Service**

In order to maintain transmission voltages on Tacoma Power's transmission facilities within acceptable limits, generation facilities and non-generation resources capable of providing this service that are under the control of the Balancing Authority are operated to produce (or absorb) reactive power. Thus, Reactive Supply and Voltage Control from Generation or Other Sources Service must be provided for each transaction on Tacoma Power's transmission facilities. The amount of Reactive Supply and Voltage Control from Generation or Other Sources Service that must be supplied with respect to the Transmission Customer's transaction will be determined based on the reactive power support necessary to maintain transmission voltages within limits that are generally accepted in the region and consistently adhered to by Tacoma Power.

Reactive Supply and Voltage Control from Generation or Other Sources of Service is to be provided directly by Tacoma Power. The Transmission Customer shall compensate Tacoma Power for Reactive Supply and Voltage Control at a rate of \$0.08/MWh transmitted.

### **SCHEDULE 3**

#### **Regulation and Frequency Response Service**

Regulation and Frequency Response Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled Interconnection frequency at sixty cycles per second (60 Hz). Regulation and Frequency Response Service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) and by other non-generation resources capable of providing this service as necessary to follow the moment-by-moment changes in load. The obligation to maintain this balance between resources and load lies with Tacoma Power. Tacoma Power must offer this service when the transmission service is used to serve load within its Balancing Authority Area. The Transmission Customer must either purchase this service from Tacoma Power or make alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation.

The Transmission Customer shall compensate Tacoma Power for Regulation and Frequency Response Service at a rate of \$0.34/MWh transmitted to load within the Tacoma Power Balancing Authority Area.

## **SCHEDULE 4**

### **Energy Imbalance Service**

Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a Balancing Authority Area over a single hour. Tacoma Power must offer this service when the transmission service is used to serve load within its Balancing Authority Area. The Transmission Customer must either purchase this service from Tacoma Power or make alternative comparable arrangements, which may include use of non-generation resources capable of providing this service, to satisfy its Energy Imbalance Service obligation. Tacoma Power may charge a Transmission Customer a penalty for either hourly energy imbalances under this Schedule or a penalty for hourly generator imbalances under Schedule 9 for imbalances occurring during the same hour, but not both unless the imbalances aggravate rather than offset each other.

1. Energy Imbalance deviations will be settled financially as provided and set forth below:

#### **A. Imbalances within Deviation Band 1**

Deviation Band 1 applies to the portion of hourly imbalance deviations that are less than or equal to (i) +/- 1.5% of the scheduled amount of energy, or (ii) +/- 2 MW, whichever is larger in absolute value. Tacoma Power will retain a deviation account showing the net Energy Imbalance for Deviation Band 1 (the sum of

positive and negative deviations from the scheduled energy quantity within Deviation Band 1 for each hour) to be settled financially at the end of each month as follows:

- (a) When the energy taken by the Transmission Customer during an hour is greater than the energy scheduled (negative deviation), the charge is 100% of Tacoma Power's Incremental Cost of providing service.
- (b) When the energy taken by the Transmission Customer during an hour is less than the energy scheduled (positive deviation), the Transmission Customer will be credited at 100% of Tacoma Power's Incremental Cost of providing service.

**B. Imbalances within Deviation Band 2:**

Deviation Band 2 applies to the portion of hourly imbalance deviations greater than +/- 1.5% of the scheduled amount of energy or +/- 2 MW, whichever is larger in absolute value, up to and including +/- 7.5% of the scheduled amount of energy or +/- 5 MW, whichever is larger in absolute value.

- (a) When the energy taken by the Transmission Customer during an hour is greater than the energy scheduled (negative deviation), the charge is 110% of Tacoma Power's Incremental Cost of providing service.
- (b) When the energy taken by the Transmission Customer during an hour is less than the energy scheduled (positive deviation), the Transmission Customer will be credited at 90% of Tacoma Power's Incremental Cost of

providing service.

**C. Imbalances within Deviation Band 3:**

Deviation Band 3 applies to the portion of hourly imbalance deviations greater than +/- 7.5% of the scheduled amount of energy or +/- 5 MW, whichever is larger in absolute value.

- (a) When the energy taken by the Transmission Customer during an hour is greater than the energy scheduled (negative deviation), the charge is 125% of Tacoma Power's Incremental Cost of providing service.
- (b) When the energy taken by the Transmission Customer during an hour is less than the energy scheduled (positive deviation), the Transmission Customer will be credited at 75% of Tacoma Power's Incremental Cost of providing service.

**2. Incremental Cost**

Incremental Cost of providing service shall be the on-peak or off-peak price, as applicable, reported for the Dow Jones Mid-Columbia Firm Power Index in the hour in which Energy Imbalance Service is provided.

- (a) If Energy Imbalance Service is provided during any hour when no Dow Jones Mid-Columbia Firm Power Index is reported, then the Incremental Cost of providing service shall be the quantity-weighted average of the prices of energy delivered or received by Tacoma Power during such hour under short-term wholesale sales and/or purchases by Tacoma Power.

- (b) If the Dow Jones permanently ceases to report the Dow Jones Mid-Columbia Firm Power Index, or the methodology used to determine said index is materially modified, Tacoma Power shall select a permanent replacement index that reflects the actual same-day firm transactions at Mid-Columbia.

**3. Forced Spill Conditions:**

- (a) No credit for positive deviations (actual energy taken is less than energy scheduled) shall be given for any hour that falls within a day during which, at any time during such day, Tacoma Power is subject to Forced Spill Conditions.
- (b) For purposes of this Schedule 4, the term “Forced Spill Conditions” means circumstances during which Tacoma Power must spill water at one or more of its hydroelectric facilities:
  - (i) to comply with environmental laws or regulations applicable to Tacoma Power or the affected hydroelectric facilities, irrespective of whether, absent the applicable environmental laws or regulations, the spilled water could have been used to generate power at the affected hydroelectric facilities,
  - (ii) because stream flows at the affected hydroelectric facilities exceed the combined generating capacity and storage capability at such facilities, or
  - (iii) because the electrical output that would result from failing to spill water

at the affected hydroelectric facilities would exceed the amount that can be delivered to Tacoma Power's load and feasibly be disposed of through available power markets.

#### **4. Negative Index**

If the energy index is negative in any hour, no credit will be given for negative deviations (energy taken is more than energy scheduled) within Deviation Band 1, 2, or 3 during such hour.

#### **5. Dynamically Scheduled Transfer**

If a Transmission Customer with load physically interconnected to the Tacoma Power System elects to transfer such load to another Balancing Authority Area through dynamic scheduling, the Transmission Customer will not incur energy imbalance charges because responsibility for managing energy imbalances has accordingly been transferred to the other Balancing Authority Area. If, however, dynamic scheduling fails so that responsibility for managing energy imbalances falls back to Tacoma Power, then such Transmission Customer shall pay for such service at rates specified for Energy Imbalance Service.



## **SCHEDULE 5**

### **Operating Reserve - Spinning Reserve Service**

Spinning Reserve Service is needed to serve load immediately in the event of a system contingency. Spinning Reserve Service may be provided by generating units that are on-line and loaded at less than maximum output and by non-generation resources capable of providing this service. Tacoma Power must offer this service when the transmission service is used to serve load within its Balancing Authority Area. The Transmission Customer must either purchase this service from Tacoma Power or make alternative comparable arrangements to satisfy its Spinning Reserve Service obligation.

The Transmission Customer shall compensate Tacoma Power for Spinning Reserve Service at a rate of \$14.45/MWh for load located within the Tacoma Power Balancing Authority Area.

The billing factor for the Spinning Reserve Service is the Transmission Customer's Spinning Reserve Requirement determined in accordance with applicable WECC and NWPP standards. Currently the standards establish a minimum Spinning Reserve Requirement equal to the sum of:

1. Two and one half percent (2.5%) of the hydroelectric, wind, and solar generation dedicated to the customer's firm load responsibility, plus
2. Three and one half percent (3.5%) of other generation dedicated to the customer's firm load responsibility.

Energy delivered will be priced at the Mid-Columbia Dow Jones Index for the hours energy is delivered times the amount of actual energy delivered.

## **SCHEDULE 6**

### **Operating Reserve - Supplemental Reserve Service**

Supplemental Reserve Service is needed to serve load in the event of a system contingency; however, it is not available immediately to serve load but rather within a short period of time. Supplemental Reserve Service may be provided by generating units that are on-line but unloaded, by quick-start generation or by interruptible load or other non-generation resources capable of providing this service. Tacoma Power must offer this service when the transmission service is used to serve load within its Balancing Authority Area. The Transmission Customer must either purchase this service from Tacoma Power or make alternative comparable arrangements to satisfy its Supplemental Reserve Service obligation.

The Transmission Customer shall compensate Tacoma Power for Supplemental Reserve Service at a rate of \$14.45/MWh for load located within the Tacoma Power Balancing Authority Area.

The billing factor for the Supplemental Reserve Service is the Transmission Customer's Supplemental Reserve Requirement determined in accordance with applicable WECC and NWPP standards. Currently the standards establish a minimum Supplemental Reserve Requirement equal to the sum of:

1. Two and one half percent (2.5%) of the hydroelectric, wind, and solar generation dedicated to the customer's firm load responsibility, plus
2. Three and one half percent (3.5%) of other generation dedicated to the customer's firm load responsibility, plus

3. Any power scheduled into the Tacoma Power Balancing Authority Area that can be interrupted on ten (10) minutes notice.

Energy delivered will be priced at the Mid-Columbia Dow Jones Index for the hours energy is delivered times the amount of actual energy delivered.

## SCHEDULE 7

### **Long-Term Firm and Short-Term Firm Point-To-Point Transmission Service**

The Transmission Customer shall compensate Tacoma Power each month for Reserved Capacity at the sum of the applicable charges set forth below:

- 1) **Yearly delivery:** one-twelfth of the demand charge of \$14,919/MW of Reserved Capacity per year.
- 2) **Monthly delivery:** \$1,243/MW of Reserved Capacity per month.
- 3) **Weekly delivery:** \$286.91/MW of Reserved Capacity per week.
- 4) **Daily delivery:** \$47.82/MW of Reserved Capacity per day.
- 5) **Hourly delivery:** \$2.99/MWh of Reserved Capacity.

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (3) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

- 6) **Discounts:** Three principal requirements apply to discounts for transmission service as follows (1) any offer of a discount made by Tacoma Power must be announced to all Eligible Customers solely by posting on the Tacoma Power Transmission Service Website, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an Affiliate's use) must occur solely by posting on the Tacoma Power Transmission Service Website, and (3) once a discount is negotiated, details must be immediately posted on the

Tacoma Power Transmission Service Website. For any discount agreed upon for service on a path, from Point(s) of Receipt to Point(s) of Delivery, Tacoma Power must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.

- 7) **Resales:** The rates and rules governing charges and discounts stated above shall not apply to resales of transmission service, compensation for which shall be governed by section 23 of the Tariff.

## SCHEDULE 8

### Non-Firm Point-to-Point Transmission Service

The Transmission Customer shall compensate Tacoma Power for Non-Firm Point-To-Point Transmission Service up to the sum of the applicable charges set forth below:

- 1) **Monthly delivery:** \$1,243/MW of Reserved Capacity per month.
- 2) **Weekly delivery:** \$286.91/MW of Reserved Capacity per week.
- 3) **Daily delivery:** \$47.82/MW of Reserved Capacity per day.

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (2) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

- 4) **Hourly delivery:** The basic charge shall be that agreed upon by the Parties at the time this service is reserved and in no event shall exceed \$2.99/MWh. The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (3) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in section (2) above times the highest amount in kilowatts of Reserved Capacity in any hour during such week.

- 5) **Discounts:** Three principal requirements apply to discounts for transmission service as follows (1) any offer of a discount made by Tacoma Power must be announced to all Eligible Customers solely by posting on the Tacoma Power

Transmission Service Website, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an Affiliate's use) must occur solely by posting on the Tacoma Power Transmission Service Website, and (3) once a discount is negotiated, details must be immediately posted on the Tacoma Power Transmission Service Website. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, Tacoma Power must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.

- 6) **Resales:** The rates and rules governing charges and discounts stated above shall not apply to resales of transmission service, compensation for which shall be governed by section 23.1 of the Tariff.

## **SCHEDULE 9**

### **Generator Imbalance Service**

Generator Imbalance Service is provided when a difference occurs between the output of a generator located in Tacoma Power's Balancing Authority Area and a delivery schedule from that generator to (1) another Balancing Authority Area or (2) a load within Tacoma Power's Balancing Authority Area over a single hour. Tacoma Power must offer this service, to the extent it is physically feasible to do so from its resources or from resources available to it, when Transmission Service is used to deliver energy from a generator located within its Balancing Authority Area. The Transmission Customer must either purchase this service from Tacoma Power or make alternative comparable arrangements, which may include use of non-generation resources capable of providing this service, to satisfy its Generator Imbalance Service obligation. Tacoma Power may charge a Transmission Customer a penalty for either hourly generator imbalances under this Schedule or a penalty for hourly energy imbalances under Schedule 4 for imbalances occurring during the same hour, but not both unless the imbalances aggravate rather than offset each other.

Tacoma Power shall establish charges for generator imbalance based on the deviation bands as follows: (i) deviations within +/- 1.5 percent (with a minimum of 2 MW) of the scheduled transaction to be applied hourly to any generator imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be netted



on a monthly basis and settled financially, at the end of each month, at 100 percent of incremental or decremental cost, (ii) deviations greater than +/- 1.5 percent up to 7.5 percent (or greater than 2 MW up to 10 MW) of the scheduled transaction to be applied hourly to any generator imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be settled financially, at the end of each month, at 110 percent of incremental cost or 90 percent of decremental cost, and (iii) deviations greater than +/- 7.5 percent (or 10 MW) of the scheduled transaction to be applied hourly to any generator imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be settled at 125 percent of incremental cost or 75 percent of decremental cost, except that an intermittent resource will be exempt from this deviation band and will pay the deviation band charges for all deviations greater than the larger of 1.5 percent or 2 MW. An intermittent resource, for the limited purpose of this Schedule, is an electric generator that is not dispatchable and cannot store its fuel source and therefore cannot respond to changes in system demand or respond to transmission security constraints.

Notwithstanding the foregoing, deviations from scheduled transactions in order to respond to directives by Tacoma Power, another Balancing Authority, or a reliability coordinator shall not be subject to the deviation bands identified above and, instead, shall be settled financially, at the end of the month, at 100 percent of incremental and decremental cost. Such directives may include instructions to correct frequency decay, respond to a reserve sharing event, or change output to relieve congestion.

For purposes of this Schedule, incremental cost and decremental cost represent Tacoma Power's actual average hourly cost of the last 10 MW dispatched for any purpose, e.g., to supply Tacoma Power's Native Load Customers, correct imbalances, or make off-system sales, based on the replacement cost of fuel, unit heat rates, start-up costs (including any commitment and redispatch costs), incremental operation and maintenance costs, and purchased and interchange power costs and taxes, as applicable.

**ATTACHMENT A**

**ATTACHMENT A**  
**Form of 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 \_\_\_\_\_ (“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:

\_\_\_\_\_  
\_\_\_\_\_

Transmission Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

<TRANSMISSION CUSTOMER>

TACOMA POWER

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Specifications for Long-Term Firm Point-To-Point  
Transmission Service**

- 1.0 Term of Transaction: \_\_\_\_\_  
Start Date: \_\_\_\_\_  
Termination Date: \_\_\_\_\_
- 2.0 Description of capacity and energy to be transmitted by Tacoma Power including the electric Control Area in which the transaction originates.  
\_\_\_\_\_
- 3.0 Point(s) of Receipt: \_\_\_\_\_  
Delivering Party: \_\_\_\_\_
- 4.0 Point(s) of Delivery: \_\_\_\_\_  
Receiving Party: \_\_\_\_\_
- 5.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity): \_\_\_\_\_
- 6.0 Designation of party(ies) subject to reciprocal service obligation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 7.0 Name(s) of any Intervening Systems providing transmission service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 8.0 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.)

8.1 Transmission  
Charge: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.2 Distribution Facilities  
Charge: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.3 System Impact and/or Facilities Study  
Charge(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.4 Direct Assignment Facilities  
Charge: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.5 Network Upgrades Charge and Charge for Other New and Upgraded  
Facilities:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.6 Redispatch Costs:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.7 Ancillary Services Charges:

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8.8 Other Charges:

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**ATTACHMENT B**  
**Form of 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 \_\_\_\_\_ (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.

Tacoma Power:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Transmission Customer:

\_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_

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.

<TRANSMISSION CUSTOMER>

TACOMA POWER

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: \_\_\_\_\_

Start Date and Hour: \_\_\_\_\_

Termination Date and Hour: \_\_\_\_\_

2.0 Point(s) of Receipt: \_\_\_\_\_

3.0 Point(s) of Delivery: \_\_\_\_\_

4.0 Maximum amount of capacity at each Point of  
Receipt: \_\_\_\_\_

5.0 Maximum amount of capacity at each Point of  
Delivery: \_\_\_\_\_

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6.2 Distribution Facilities  
Charge: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6.3 Other Charges:  
\_\_\_\_\_

## **ATTACHMENT C**

### **Methodology To Assess Available Transmission Capability**

Tacoma Power will comply with all applicable Tacoma Power standards, reliability standards and guidelines of NERC or its successor, and reliability standards and guidelines of WECC or its successor in assessing Available Transmission Capacity (ATC).

Tacoma Power will respond to a firm Transmission Service request by performing studies, when necessary, that assess whether sufficient transmission capacity is available to satisfy such request. The ATC available will be computed on a point-to-point basis between a point of receipt (POR) and point of delivery (POD).

Tacoma Power details its ATC practices in the Available Transfer Capability Implementation Document, posted on the Tacoma Power Transmission Service website.

Tacoma Power currently uses commercially available computer software to determine ATC. This software is compatible with model data used and provided by the WECC.

## **ATTACHMENT D**

### **Methodology for Completing a System Impact Study**

The system impact study will be done using the same commercially available computer software and load flow, stability, and short circuit models of WECC (or such other relevant regional entity that performs such functions that Tacoma Power is a member of) consistent with those used in the determination of ATC as described in Attachment C. The load flow, stability, and short circuit models database will be modified to include resource and/or load information provided by the Transmission Customer as well as any known scheduled transactions not included in the WECC models.

A series of load flow, stability, and short circuit analysis studies of three seasons will be performed to determine the required modifications to the transmission system (if any) in order to accommodate the requested service. The analysis will be done using Tacoma Power methodology. The analysis will be consistent with the manner in which Tacoma Power would perform a system impact study for its own native load customers. Tacoma Power will use due diligence in determining the most economic solution to provide the requested transmission service without violating Tacoma Power's planning and reliability criteria.

If the System Impact Study indicates that the requested transmission service can be provided only by making a facilities addition, a facilities study will be performed in accordance with Section 19 of the Tariff.

**ATTACHMENT E**

**Index Of Point-To-Point Transmission Service Customers**

<u>Customer</u>	<u>Date of Service Agreement</u>
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**Information available upon customer request**

**ATTACHMENT F**

**Service Agreement For  
Network Integration Transmission Service**

*[Standard template begins on next page]*

## NETWORK INTEGRATION

### TRANSMISSION SERVICE AGREEMENT

This Network Integration Transmission Service Agreement (“Service Agreement”) is dated \_\_\_\_\_, \_\_\_\_ and is entered into by and between the City of Tacoma, Department of Public Utilities, Light Division, d/b/a Tacoma Power (“Tacoma Power”) and the <Transmission Customer Full Name> (“<Transmission Customer>”). Tacoma Power and <Transmission Customer> may sometimes be referred to in this Agreement in the singular as a “Party” and in the plural as “Parties.”

### RECITALS

WHEREAS, Tacoma Power provides Network Integration Transmission Service over its Transmission System under Tacoma Power’s Open Access Transmission Tariff (as it may be amended or replaced from time to time, the “Tariff”); and

WHEREAS, contemporaneously with entering into this Service Agreement, the Parties are also entering into a Network Operating Agreement (as it may be amended or replaced from time to time), in the form attached as Exhibit E to this Service Agreement, addressing, among other things, operational and contractual requirements related to Network Integration Transmission Service over Tacoma Power’s Transmission System.

NOW THEREFORE, the Parties agree as follows:

#### 1. Definitions

Unless otherwise defined herein, all capitalized terms used in this Service Agreement shall have their respective meanings as set forth in the Tariff. For purposes of this Service Agreement and the Tariff, <Transmission Customer> shall be deemed to be the Transmission Customer as such term is used in the Tariff, and Tacoma Power is the provider of Network Integration Transmission Service as defined in the Tariff.

1.1 Tariff. Tacoma Power’s Open Access Transmission Tariff as it may be amended or replaced from time to time.

1.2 Rate Schedules. The transmission rate schedules accompanying the Tariff as they may be amended or replaced from time to time.

#### 2. Standard Provisions

2.1 Terms and Conditions and Incorporation of Tariff. The terms and conditions under which Network Integration Transmission Service is offered and

accepted are pursuant to this Service Agreement and the Tariff. The Tariff, including, without limitation, the Tacoma Power Rate Schedules attached thereto, is hereby incorporated by this reference and made a part of this Service Agreement.

2.2 Exhibits. The following exhibits to this Service Agreement are by this reference incorporated herein and made a part hereof: Exhibit A (Statement of Specifications for Network Integration Transmission Service); Exhibit B (Facilities Charges); Exhibit C (Ancillary and Other Services); Exhibit D (Forecast of Load); Exhibit E (Network Operating Agreement); and Exhibit F (Power Factor Compensation Calculation Methodology). The Parties acknowledge and agree that Tacoma Power's Technical Specifications and Operating Protocols and Procedures for Interconnection of Transmission Systems or End-User Loads form part of and are included in the Tariff.

2.3 Network Operating Agreement. Pursuant to Section 35 of the Tariff, the Parties are obligated to execute a Network Operating Agreement to address operational and contractual requirements related to Network Integration Transmission Service over Tacoma Power's Transmission System.

### **3. Term and Utility Board Approval**

3.1 Effective Date and Submittal to Utility Board. This Service Agreement shall be effective as of the later of (a) \_\_\_\_\_, \_\_\_\_, or (b) such other date as may be designated by the Utility Board when this Service Agreement is approved by the Utility Board (such date, the "Effective Date"). Tacoma Power will submit this Service Agreement to the Utility Board as a Network Integration Transmission Service Agreement under the Tariff and the Service Agreement shall not be effective until approved by the Utility Board and executed by all of the Parties.

3.2 Cancellation Right. If, upon Tacoma Power's submission of this Service Agreement to the Utility Board for approval pursuant to Section 3.1 of this Service Agreement, the Utility Board determines that any part of this Service Agreement must be changed before the Utility Board gives its approval, Tacoma Power shall offer to <Transmission Customer> an amended Service Agreement reflecting such changes. If such amended Service Agreement is not executed by <Transmission Customer> within fifteen (15) days after the Utility Board's action, this Service Agreement shall be void and have no further force and effect.

3.3 Term of Agreement. Except as otherwise provided in Paragraph 3.2, this Service Agreement shall remain in effect through \_\_\_\_\_, \_\_\_\_.

### **4. Network Integration Transmission Service**

4.1 Network Integration Transmission Service; Requirements Related to



Network Resources.

4.1.1 Provision of Network Integration Transmission Service.

Commencing on the Effective Date, Tacoma Power shall provide to <Transmission Customer>, and <Transmission Customer> shall take and pay for, Network Integration Transmission Service pursuant to the Tariff and applicable Rate Schedules. Tacoma Power's obligation to provide Network Integration Transmission Service shall be subject to Tacoma Power's rights to curtail or interrupt schedules pursuant to the Tariff. Section 34 of the Tariff outlines the applicable rates and charges methodology for Network Integration Transmission Service.

4.2 Facilities Charges. All applicable charges pursuant to the Direct Assignment Facilities Provisions for existing facilities and facilities built as a result of this Service Agreement are hereby incorporated as Exhibit B.

4.3 Charges for Network Integration Transmission Service. <Transmission Customer> shall pay Tacoma Power the applicable charges for services provided hereunder pursuant to the Tacoma Power Rate Schedules included as part of the Tariff. Tacoma Power may change the rates that apply to Network Integration Transmission Service under this Service Agreement pursuant to Section 9 of the Tariff.

4.4 Power Factor Requirements. <Transmission Customer>'s load should not adversely affect the voltage stability of the Tacoma Power Transmission System. Accordingly, <Transmission Customer>'s load should operate at power factor of not less than 0.97. If, at any time during the term of this Service Agreement, there is a calendar month during which, in any hour, <Transmission Customer>'s load operates at a power factor below 0.97 (as measured at the applicable point of delivery and/or metering point), then <Transmission Customer> shall pay to Tacoma Power, for all hours during which the <Transmission Customer>'s load operated at a power factor of less than 0.97, the compensation specified and calculated in accordance with Exhibit F to this Service Agreement. Tacoma Power and <Transmission Customer> shall use good faith efforts to jointly plan and operate their facilities at the points specified in Exhibit A in a manner that does not place an undue burden on the other party to supply or absorb reactive power at such points.

**5. Other Services**

5.1 Ancillary Services. Commencing on the Effective Date, Tacoma Power shall provide, and <Transmission Customer> shall take and pay for all applicable following Ancillary Services:

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The amounts of such Ancillary Services, any exceptions, specific terms and/or conditions associated with such Ancillary Services are listed in Exhibit C to this Service Agreement.

5.2 Transmission Losses. In addition to the Ancillary Services as set forth in Section 5.1 of this Service Agreement, Tacoma Power shall provide, and <Transmission Customer> shall take and pay for, Transmission Losses associated with the Network Integration Transmission Service provided under this Service Agreement, in accordance with the Transmission Loss Factor specified in the Tariff.

**6. Construction of Facilities**

As of the execution date of this Service Agreement (construction/no construction) of new or additional Direct Assignment Facilities (and/or) Network Upgrades are required for Network Integration Transmission Service to be provided pursuant to this Service Agreement.

**7. Billing and Payment**

Billing and payment for all services provided under this Service Agreement shall be pursuant to Section 7 of the Tariff. Bills sent to <Transmission Customer> shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All payments to Tacoma Power shall be [wire transferred] to:

ABA Routing # \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Ref: (invoice #/payment purpose) \_\_\_\_\_

## 8. Miscellaneous Provisions

8.1 Governing Law and Venue for Disputes. This Service Agreement shall be interpreted, construed, and enforced in accordance with laws of the State of Washington, without reference to choice of law doctrine, except that to the extent the Parties' rights and obligations are required to be governed by United States Federal law, then such rights and obligations shall be governed by United States Federal law. The sole venue of any dispute, suit, action, or arbitration shall be in U.S. District Court for the Western District of Washington in Tacoma, Washington.

8.2 Notices Relating to Provisions of the Service Agreement. Any notice, request, demand, or statement given to or made upon one Party by the other Party under any of the provisions of this Service Agreement, except those specified in Section 8.3 below, shall be in writing and shall be considered delivered when either personally delivered to the following or deposited in the mail postage prepaid and properly addressed to the following:

If to <Transmission Customer>	If to Tacoma Power
Customer Name	Tacoma Power
Attn:	Attention: Power Manager
Address	3628 South 35 <sup>th</sup> Street
City, State	Tacoma, WA 98409-3192
Phone: ( ) ___ - ____	Phone: (253) 502-8282
Fax: ( ) ___ - ____	Fax: (253) 502-8628

8.3 Notices of an Operating Nature. Any notice, request, or demand pertaining to matters of an operating nature, exclusive of requests for additional or modified Transmission Service under the Tariff, shall be sufficient if given in writing, by telephone, by facsimile, or orally in person to the person designated in writing by the Party as its representative for such purposes, provided that should such notice, request, or demand not be in writing, confirmation thereof shall be made in writing as soon as reasonably practicable thereafter, upon request of the Party being served. The representative for receiving notices pursuant to this Section 8.3 and such representative's address shall be communicated by the Parties under separate letter within 45 days from the execution date of this Service Agreement.

8.4 Future Changes or Additions. Any obligation of Tacoma Power to change or increase the capability of the Tacoma Power Transmission System to provide Network Integration Transmission Service for Network Load shall be as provided in Section 31 of the Tariff. No action by Tacoma Power to otherwise change or make additions to its

Transmission System shall confer on <Transmission Customer> any rights to additional transmission or other services under this Service Agreement.

8.5 No Third Party Beneficiaries. This Service Agreement, to the extent that it does not contradict the terms of Section 6 of the Tariff, creates rights and obligations exclusively between the Parties hereto. Except as set forth in Section 6 of the Tariff, the Parties hereto do not intend to create any additional obligation or promise of performance to any other person or entity and the Parties have not conferred any right to enforce this Service Agreement or any remedy upon any third person or entity other than the Parties hereto and their respective successors and assigns.

8.6 Waivers. Any waiver at any time by either Party of its rights with respect to a default under this Service Agreement, or with respect to any other matter arising in connection with this Service Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter.

8.7 Assignment. Tacoma Power may assign this Service Agreement only upon the prior written consent of <Transmission Customer>, provided however, that <Transmission Customer> hereby consents to assignment of this Service Agreement to any entity that has, pursuant to legally binding arrangements, assumed responsibility for operating the Tacoma Power Transmission System or administering transmission service on the Tacoma Power Transmission System. A Party requesting assignment shall provide at least six months' prior written notice to the other Party. Any assignment pursuant to this Section 8.7 by an assignor to an assignee shall only be made with the contemporaneous assignment of the Network Operating Agreement, by the same assignor to the same assignee. In addition, to the extent there are, at the time of the assignment, any arrangements in place between <Transmission Customer> and Tacoma Power (apart from those specified in the Tariff, this Service Agreement, and the Network Operating Agreement) that are material to Tacoma Power's provision of Network Integration Transmission Service or the operation of Tacoma Power's Transmission System consistent with Good Utility Practice, such assignment shall also be subject to the completion of comparable arrangements between Tacoma Power and the assignee. Subject to the foregoing restrictions on assignment, this Service Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their successors and assigns.

8.8 Tariff Governs. In the event of any irreconcilable difference between the Tariff, this Service Agreement, or the Network Operating Agreement, the terms of the Tariff shall govern.

8.9 Interconnection with Other Systems. Nothing contained in this Service Agreement shall restrict or limit either Party from establishing, altering, or terminating

interconnection points with any entity not a party to this Service Agreement or amending or entering into such agreements.

8.10 Indemnification. Shall be governed as provided in section 10.2 of the Tariff.

**9. Signatures**

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

<TRANSMISSION CUSTOMER>

TACOMA POWER

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

### **Statement of Specifications for Network Integration Transmission Service**

1. TERM OF TRANSACTION

**Start Date:**

**Termination Date:** The earlier of: (a) 2400 hours on \_\_\_\_\_, \_\_\_\_\_, or (b) 2400 hours on the termination date established pursuant to Section 3 of this Service Agreement.

2. DESIGNATED NETWORK RESOURCES

3. DESIGNATED NETWORK LOADS

4. DESCRIPTION OF POINT(S) OF RECEIPT

5. DESCRIPTIONS OF NETWORK POINT(S) OF DELIVERY

6. DESIGNATION OF PARTY SUBJECT TO RECIPROCAL SERVICE

[When applicable identify the name of the <Transmission Customer> and its affiliate.]

7. NAME(S) OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION  
SERVICE

8. OTHER PROVISIONS SPECIFIC TO THIS SERVICE AGREEMENT

**Exhibit B**

**Facilities Charges**

**DIRECT ASSIGNMENT FACILITIES CHARGES**

[List any facilities designated as Direct Assignment Facilities and the Rate]





**Exhibit D**

**Forecast of Load**

[Insert load forecast (to be provided by <Transmission Customer>)]

**Exhibit E**

**Network Operating Agreement**

**Between**

**TACOMA POWER**

**and**

**<TRANSMISSION CUSTOMER>**

*[See Attachment G for Network Operating Agreement template]*

## **Exhibit F**

### **Power Factor Compensation Calculation Methodology**

#### **Calculation Methodology for VAR Losses Charge:**

The compensation formula uses the measured Voltage-Amperes (VA) and Volts (V) at the applicable points of delivery and/or metering points. The compensation to be paid by <Transmission Customer> for Volt-Ampere reactive (VAR) for each hour during which the <Transmission Customer> load did not achieve a power factor of at least 0.97 shall be calculated as set forth below.

The formula for VAR losses when VAR flow measured is from Tacoma Power to <Transmission Customer> is:

$$\text{VAR}_{\text{loss}} = \text{VAR}_{\text{in-to-load}} - W \times 0.2506$$

The formula for VAR losses when VAR flow measured is from <Transmission Customer> to Tacoma Power is:

$$\text{VAR}_{\text{loss}} = \text{VAR}_{\text{out-of-load}} - W \times 0.2506$$

Where  $\text{VAR}_{\text{in-to-load}}$ ,  $\text{VAR}_{\text{out-of-load}}$ , and Watts (W) are as measured at each point of delivery and/or metering point. The  $W \times 0.2506$  term credits VAR consumption by <Transmission Customer> down to a power factor of 0.97.

In each hour, the  $\text{VAR}_{\text{loss}}$  is calculated by the above formula. When the calculated  $\text{VAR}_{\text{loss}}$  is a positive number it is accumulated with all other positive  $\text{VAR}_{\text{loss}}$  in the metering period, and multiplied by the VAR charge per VARH. Examples of conditions with VARs in-to-load and VARs out-of-load are given in the following.

#### **Sample Calculations**

##### Example: VARs in-to-load for 1 hour

Power Factor (p.f.)	0.80	$\text{VAR} = \tan(\cos^{-1} \text{p.f.}) \times W$
Real Power	4,000	(kW)
Reactive Power	3,000	Voltage-Ampere reactive (kVAR)

Formula for VAr losses:

$$\text{kVAr}_{\text{loss}} = \text{kVAr}_{\text{in-to-load}} - \text{kW} \times 0.2506 = 3,000 - 1,002 = 1,997 \text{ kVArH}$$

Reactive Charge (\$/kVArH)      \$0.00098

kVAr Hourly Charge              \$1.96

Example: kVArS out-of-load for 1 hour

Power Factor	0.90	
Real Power	4,000	(kW)
Reactive Power	1,937	Voltage-Ampere reactive (kVAr)

Formula for VAr losses:

$$\text{kVAr}_{\text{loss}} = \text{kVAr}_{\text{out-of-load}} - \text{kW} \times 0.2506 = 1,937 - 1,002 = 934.5 \text{ kVArH}$$

Reactive Charge (\$/kVArH)      \$0.00098

kVAr Hourly Charge              \$0.92

**ATTACHMENT G**

**Network Operating Agreement**

*[Network Operating Agreement template begins on next page]*

**Network Operating Agreement**  
**Between**  
**TACOMA POWER**  
**and**  
**<TRANSMISSION CUSTOMER>**

This Network Operating Agreement (“Agreement”) is dated \_\_\_\_\_, \_\_\_\_ and is entered into by and between the City of Tacoma, Department of Public Utilities, Light Division, d/b/a Tacoma Power (“Tacoma Power”) and the <Transmission Customer Full Name> (“<Transmission Customer>”). Tacoma Power and <Transmission Customer> may sometimes be referred to in this Agreement in the singular as a “Party” and in the plural as “Parties.”

**RECITALS**

WHEREAS, Tacoma Power provides Network Integration Transmission Service over its Transmission System under Tacoma Power’s Open Access Transmission Tariff (as it may be amended or replaced from time to time, the “Tariff”); and

WHEREAS, concurrently with the execution of this Agreement, Tacoma Power and <Transmission Customer> have executed a Network Integration Transmission Service Agreement (as it may be amended or replaced from time to time, the “Service Agreement”), under the Tariff, pursuant to which Tacoma Power will provide Network Integration Transmission Service; and

WHEREAS, this Agreement will be an Exhibit attached to the Service Agreement.

NOW, THEREFORE, the Parties agree as follows:

**Section 1- Scope of Network Operating Agreement**

This Agreement provides terms and conditions associated with technical and operational issues necessary for the implementation of Network Integration Transmission Service under the Tariff. In performance of their respective obligations under this Agreement, the Service Agreement and the Tariff, each Party shall adhere to Good Utility Practice, subject to the Agreement Limiting Liability Among Western Interconnected Systems (“ALLAWIS”), or its replacement, so long as both Tacoma Power and <Transmission Customer> are parties to such agreement.

## **Section 2 - Definitions**

Unless defined in this Section 2 or otherwise defined herein, all capitalized terms shall have their respective meanings as set forth in the Tariff.

2.1 NWPP. The Northwest Power Pool, or its successor.

2.2 Reliability Councils. The Western Electricity Coordinating Council (WECC), the North American Electric Reliability Council (NERC), their respective successors, or such other organization(s) whose mandate, in whole or in part, is to establish criteria, systems, standards, rules, procedures, practices or management programs for the operation and reliability of the bulk electric systems.

2.3 Reliability Requirements. The Reliability Councils' reliability, operation, security and other similar standards applicable to a Party, and any other similar standards to which a Party is subject by law or any authority having jurisdiction.

2.4 Tariff. Tacoma Power's Open Access Transmission Tariff, as it may be amended or replaced from time to time.

2.5 Telemetry. The sending of, or the capability of sending, real-time load monitoring data from each delivery point at the interconnection site to Tacoma Power's Operating Center using RTU (SCADA) equipment for metering load, power flow, voltage or breaker status.

## **Section 3 - Term**

This Agreement shall become effective and remain effective concurrent with the term of the Service Agreement (see section 3.3 of the Service Agreement).

## **Section 4 - Network Operating Committee**

4.1 Membership. The Network Operating Committee shall be composed of a representative(s) from Tacoma Power and <Transmission Customer>.

4.2 Responsibilities. The Network Operating Committee shall meet either in person or by means of electronic communication (e.g. telephone, internet, etc.) at least once per calendar year to: (a) adopt rules and procedures consistent with this Agreement and the Tariff governing operating and technical requirements necessary for implementing Network Integration Transmission Service under the Tariff; (b) review designated Network Resources and Network Loads on an annual basis in order to assess the adequacy of the Transmission System, and (3) obtain from Tacoma Power its

operating policies, procedures, and guidelines for network interconnection and operation.

4.3 General Customer Information Requirements. <Transmission Customer> shall, when requested by Tacoma Power, provide load forecasts, generation forecasts, schedules, and any other information (a) necessary for Tacoma Power's calculation of available transmission capability on Tacoma Power's Transmission System; (b) necessary for Tacoma Power's implementation of redispatch, Curtailment, load shedding and congestion management procedures; (c) necessary to enable Tacoma Power to operate its Transmission System consistent with Good Utility Practice; (d) required to be provided by a Transmission Customer under the Tariff; or (e) as otherwise required by law.

### **Section 5 - Interconnection Principles and Requirements**

Tacoma Power and <Transmission Customer> are parties to an Interconnection Agreement providing for, among other things, the ownership, operation and maintenance of all or some of the Parties' interconnected electric facilities. Principles and requirements associated with the interconnection of the Parties' electric facilities shall be pursuant to the Interconnection Agreement or its successor. If at any time Tacoma Power and <Transmission Customer> shall fail to be parties to the Interconnection Agreement or its successor, Tacoma Power may amend this Agreement to provide for the ownership, operation, and maintenance of the Parties' interconnected facilities.

### **Section 6 - Interconnection of Network Resources**

As of the execution date of this Agreement, <Transmission Customer> has no Network Resources directly interconnected with Tacoma Power's Transmission System. At such time as <Transmission Customer> intends to designate as a Network Resource a generation resource that is directly interconnected with Tacoma Power's Transmission System, and prior to such interconnection, Tacoma Power and <Transmission Customer> shall, subject to mutual agreement, specify applicable principles and requirements for the interconnection of generation resources and shall amend this section and this Agreement accordingly.

### **Section 7 - Curtailment of Network Service**

7.1 Redispatch to Manage Transmission System Constraints – In the event that Tacoma Power requires redispatch of Network Resources pursuant to Section 33.2 of the Tariff, Tacoma Power shall determine the least cost redispatch that effectively removes the constraint without regard to ownership or purchaser of the output of such Network Resources. At such time as Tacoma Power develops a formal redispatch protocol, Tacoma Power shall provide such protocol and any applicable accounting measures



necessary to identify such redispatch costs to <Transmission Customer>. Such redispatch costs shall be borne by Tacoma Power and its Network Customers based upon a load ratio share methodology consistent with Section 33 of the Tariff.

7.2 Curtailment of Network Resources Pursuant to Section 33 of the Tariff – Consistent with Section 33 of the Tariff, Tacoma Power may direct specific operation of a Network Resource, including Curtailment, without prior notice to respond to an emergency or other unforeseen condition which may impair or degrade the reliability of the Transmission System. Tacoma Power may direct specific operation of a Network Resource, including Curtailment, on a planned basis with prior notice to facilitate maintenance on the Transmission System or to respond to a condition which may impair or degrade the reliability of the Transmission System.

7.3 Curtailment of Contract Resources – Unless otherwise specified by Tacoma Power, designated contract Network Resources scheduled to Tacoma Power’s system at a Point of Receipt shall not be available for redispatch. Pursuant to Section 33 of the Tariff, Tacoma Power may require the Curtailment of scheduled deliveries from contract Network Resources at a specified Point of Receipt. In the event of such Curtailment Tacoma Power shall, pursuant to Good Utility Practice and on a comparable basis with service to all other affected Network Customers and Tacoma Power’s bundled retail Native Load Customers, accept scheduled deliveries up to an amount equal to the Curtailment at any other available Point of Receipt on Tacoma Power’s system.

## **Section 8 - Scheduling**

8.1 Designation of Network Resources. <Transmission Customer>’s Designated Network Resource under the Service Agreement amounts to the purchase of system power by contract. At such time as <Transmission Customer> intends to designate as a Network Resource under the Service Agreement a specific generation resource directly interconnected with Tacoma Power’s Transmission System or interconnected to a third-party system, this Agreement may be amended to provide applicable terms and conditions regarding the scheduling of such resource.

8.2 Scheduling Network Resources. Schedules for <Transmission Customer>’s Network Resources under the Service Agreement shall be submitted to Tacoma Power consistent with industry standard e-tagging requirements.

8.3 Modification of Scheduling Procedures. During the term of this Service Agreement, the Parties may modify the scheduling procedures applicable to delivery of Network Resources to <Transmission Customer> with revision to this Exhibit E of this Service Agreement, so long as any modified scheduling procedures are (a) signed by authorized representatives of <Transmission Customer> and Tacoma Power, and (b)

consistent with all applicable Reliability Requirements.

## **Section 9 - Permits, Inspection, Metering and Communications**

9.1 Right of Entry/Permit. If any equipment or facilities associated with any point of interconnection and belonging to a Party are, or are to be, located on the property of the other Party, a permit to install, test, maintain, inspect, replace, repair, and operate such equipment and facilities during the term of this Agreement and to remove such equipment and facilities at the expiration of the term of this Agreement (together with the right of entry to said property at all reasonable times during the term of this Agreement to carry out the activities pursuant to such permit) is hereby granted to the other Party.

9.2 Inspection. During the term of this Agreement, each Party (“First Party”) shall, upon receipt of reasonable prior notice from the other Party (“Second Party”) specifying the date and time of the visit, provide access for the Second Party’s representatives to the facilities of the First Party as may be reasonably necessary for such Second Party’s performance of its obligations under this Agreement. The Second Party shall cause its representatives to observe during any such visit all of the First Party’s safety and security procedures or requirements of which the Second Party is then notified.

9.3 Metering Equipment. <Transmission Customer> shall be responsible for all costs associated with the purchase, installation, operation, maintenance, repair and replacement of (and any necessary upgrades to) all revenue and interchange metering equipment necessary for Tacoma Power to provide Network Integration Transmission Service under the Service Agreement. All metering equipment and data of <Transmission Customer> shall conform to applicable Reliability Requirements. The Parties shall review the metering equipment prior to its installation to ensure conformance with such standards or practices.

9.4 Additional Metering Equipment. In addition to the metering equipment installed, each Party may at any time during the term of this Agreement install metering equipment; provided that, any such installation of such metering equipment shall not be inconsistent with permit provisions of Section 9.1 above. Any such metering equipment shall be owned, operated, and maintained by the Party installing such metering equipment.

9.5 Testing of Metering Equipment. Notwithstanding any other provision of this Agreement, each Party during the term of this Agreement shall, at its expense, test its metering equipment associated with this Agreement in accordance with applicable Reliability Requirements, and, if requested by the other Party, shall make additional tests or inspections of such metering equipment. Each Party shall give reasonable notice to the other Party of the time when any such test or inspection is to be made, and the Party

receiving notice will have the opportunity to have representatives present at such test or inspection.

9.6 Adjustments. If any metering equipment fails to register, or if the measurement made by such metering equipment during a test made as provided above fails to meet the standards of such test, or if an error in meter reading occurs, adjustment shall be made correcting all measurements for the actual period during which such inaccurate measurements were made. Should any metering equipment at any time fail to register, or should registration thereof be so erratic as to be inherently unreliable, the capacity, energy and reactive power delivered shall be determined from the best available data. If an estimate is required due to metering equipment malfunction or failure, the method of estimating capacity, energy and reactive power delivered shall be made available and agreed upon by both Parties. Any metering equipment tested and found to be not more than one percent (1 %) above or below normal shall be considered to be accurate insofar as correction of billing is concerned. If any meter is found to be out of tolerance by more than one percent (1%), then the Party owning such meter shall use its best efforts to adjust the meters immediately and accurately, and there shall be a retroactive adjustment of the inaccurate meter for the twelve (12)-month period prior to the test or inspection in which such inaccuracy is found or the date of the last test or inspection, whichever date is shorter. Any component of such installations found to be defective or inaccurate shall be adjusted, repaired, or replaced to provide accurate metering.

9.7 Billing Information. <Transmission Customer> shall during the term of this Agreement transmit, or cause to be transmitted, or otherwise made available electronically to Tacoma Power, the metered information of <Transmission Customer>'s metering equipment, if any, (including kilowatt-hour and kiloVAR-hour) concerning electric power delivered under this Agreement. The metered information shall be transmitted or otherwise made available electronically in a format that is acceptable to Tacoma Power's billing function on a maximum time interval of one (1) hour or by mutual agreement to a longer time interval; such acceptance shall not be unreasonably withheld. With respect to currently installed and future replacement metering equipment, Tacoma Power shall use good faith efforts to work with the owners of such metering equipment to develop a format that is acceptable to TacomaPower; such acceptance shall not be unreasonably withheld.

9.8 Exchange of Metered Data. The Party owning, operating, and maintaining each meter used to determine billing associated with the Service Agreement shall provide or arrange to be provided to the other Party all hourly meter readings and any more frequent load profile information, if existing, from each such meter. All meter reading information for a given month shall be validated and made available to the other Party as soon as reasonably possible in the succeeding month and no later than by 10:00 a.m. of

the fifth (5th) working day of such succeeding month. All meter reading records and scheduled amounts shall be exchanged electronically between the Parties on a monthly basis. Each Party shall notify the other Party as soon as practicable of system configuration changes on its system or other events which may affect meter readings or access to meter reading information including, but not limited to, advance notice of planned line and substation outages and planned communications outages.

9.9 Use of <Transmission Customer>'s Meter Reading Information.

Consistent with Section 9.8 above, <Transmission Customer> shall transmit, or cause to be transmitted, or otherwise made available electronically to Tacoma Power its real and reactive power metering data, if any, at the delivery points, in a format compatible with the billing information systems used by Tacoma Power.

9.10 Metering and Communications Required for Integration of Network Resources. <Transmission Customer> shall be responsible for all costs associated with the installation, operation, and maintenance of any metering and communications equipment necessary for the integration of any generation resource to be designated an on-system Network Resource under the Service Agreement and on Tacoma Power's Transmission System. Such equipment installation, operation, and maintenance shall comply with all applicable laws and regulations including Reliability Requirements.

9.11 Metering and Communications Required for Ancillary Services. <Transmission Customer> shall be responsible for all costs associated with the installation, operation, and maintenance of any metering and communications equipment necessary for the provision of Ancillary Services by <Transmission Customer> or by a third party. All such metering and communication installations shall be installed, operated, and maintained pursuant to all applicable laws and regulations including Reliability Requirements.

9.12 Real-Time Data Acquisition.

(a) Installation of real-time Telemetry equipment, if any, shall be performed by the Party responsible for providing such real-time Telemetry equipment. Any such real-time Telemetry equipment shall be owned, operated and maintained by the Party installing such equipment.

(b) Each Party shall permit the other Party to install, or cause to be installed, real-time Telemetry equipment reasonably acceptable to both Parties as may be necessary from time to time during the term of the Service Agreement to replace or upgrade the real-time Telemetry equipment as specified above. Any such replacement real-time Telemetry equipment is to be owned, operated and maintained by the Party installing such equipment.

9.13 Real-Time Data Acquisition Upgrades. Upgrades of real-time Telemetry equipment and data, if any, from time to time during the term of this Agreement to be received by Tacoma Power and <Transmission Customer> shall be at the reasonable discretion of Tacoma Power, as deemed necessary for reliability, security, and/or monitoring of Tacoma's Balancing Authority Area operations. To the extent Telemetry changes are required in order to meet applicable Reliability Requirements, <Transmission Customer> shall, at its own expense, install any metering equipment, data acquisition equipment, or other equipment and software necessary for the Telemetry related to <Transmission Customer>'s load to be received by Tacoma Power. Each Party shall be responsible for its cost of making any computer modifications or changes required to its own computer system(s) as necessary to implement this Section 9.13.

## **Section 10 - Operation and Maintenance**

10.1 Maintenance Scheduling and Continuity of Service. Tacoma Power may require Curtailment or otherwise temporarily suspend service at the delivery points:

- (a) pursuant to Section 33 of the Tariff; and
- (b) without prior notice of such Curtailment or temporary suspension as may be necessary due to Force Majeure pursuant to Section 10 of the Tariff.

10.2 Emergency Planning and Operation – Tacoma Power is responsible for planning, coordinating and implementing emergency operation schemes applicable to Tacoma Power's Transmission System. Examples of such schemes include NWPP programs related to underfrequency load shedding, undervoltage load shedding and system restoration. Other schemes may be developed to meet NERC, WECC or NWPP reliability planning and operations objectives. <Transmission Customer> shall:

- (A) participate in the development and implementation of such load shedding and other programs to facilitate system reliability and security;
- (B) install and maintain or, in the alternative, require its wholesale utility customer served via the Service Agreement to install and maintain, any required load shedding relays, including underfrequency and undervoltage relays; and
- (C) participate in system restoration planning.

### Section 11 - Miscellaneous

11.1 Notices. Any formal notice to be served, given or made in connection with this Agreement shall be in writing and shall be directed as provided in the Service Agreement. Notices of an operating nature shall be given as provided in the Service Agreement.

11.2 Assignment. See section 8.7 of the Service Agreement.

11.3 Amendments. This Agreement may be amended (a) upon Tacoma Power's application to and receipt of approval from the Utility Board provided that the Utility Board determines that such changes are required to maintain consistency with applicable laws or regulations or requirements imposed by NERC, WECC, or the NWPP or to reflect, consistent with Good Utility Practice, modifications to Tacoma Power's Transmission System, and (b) by written agreement of the Parties.

### 12 - Signatures

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

<TRANSMISSION CUSTOMER>

TACOMA POWER

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT H**

**Annual Transmission Revenue Requirement  
For Network Integration Transmission Service**

1. The Annual Transmission Revenue Requirement for purposes of the Network Integration Transmission Service shall be \$22,962,043.
2. The amount in (1) shall be effective until amended by Tacoma Power.

**ATTACHMENT I**

**Index Of Network Integration Transmission Service Customers**

<u>Customer</u>	<u>Date of Service Agreement</u>
Information available upon customer request	



**ATTACHMENT J**

**Procedures for Addressing Parallel Flows**

Procedures available at the request of customer.

## **ATTACHMENT K**

### **Transmission Planning Process**

#### **PART I**

##### **Introduction**

Defined Terms used in this Attachment K, where not defined in the Tariff, shall have the meanings specified in Appendix A to this Attachment K.

Tacoma Power shall conduct transmission planning for service under the Tariff through the ColumbiaGrid planning process. The ColumbiaGrid planning process is structured to support and manage the coordination of the multi-system planning of the ColumbiaGrid Transmission Owner or Operator Planning Parties (“TOPPs”)<sup>1</sup>, including related studies. Such responsibilities are detailed in the ColumbiaGrid Planning and Expansion Functional Agreement (“PEFA”), which is posted on the ColumbiaGrid Web site. The ColumbiaGrid PEFA also requires coordination, to the extent possible, with entities that are not Planning Parties. Any interested person may participate in ColumbiaGrid’s open planning process. ColumbiaGrid may become a member of and participate in appropriate transmission planning forums, committees and work groups applicable to the geographic areas served by the TOPPs for purposes of collecting and sharing information.

Tacoma Power also participates in coordinated planning throughout the Western Interconnection through its membership in the Western Electricity Coordinating Council (“WECC”) and also in the WECC Transmission Expansion Planning Policy Committee (“TEPPC”). TEPPC provides the development and maintenance of an economic transmission study database for the entire Western Interconnection and performs congestion studies at the Western Interconnection region level.

#### **PART II**

##### **Tacoma Power, Transmission Customer, and Network Customer Responsibilities Under Attachment K**

Tacoma Power shall carry out its responsibilities as a Planning Party in the ColumbiaGrid planning process as described in Part III of this Attachment K, including, without limitation, providing Tacoma Power data necessary to facilitate the ColumbiaGrid planning process.

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<sup>1</sup> See [columbiagrid.org](http://columbiagrid.org) for the most current list of members.

Each Transmission Customer and Network Customer shall provide data and participate in the ColumbiaGrid planning process consistent with responsibilities specified for “Transmission Customers” as described in Part III of this Attachment K.

Attachment K contemplates cooperation and activities by entities that may not be bound by contract or regulation to perform the activities described for them. Failure by any other entity other than Tacoma Power to cooperate or perform as contemplated under Attachment K may frustrate, impede or prevent performance by Tacoma Power of activities described herein. Tacoma Power shall use reasonable efforts to secure performance from other entities with respect to planning activities described herein, but shall have no additional obligation to and does not ensure the cooperation or performance by any other entity described in or contemplated by Attachment K.

If any Transmission Customer or Network Customer fails to provide data required by Attachment K, Tacoma Power cannot effectively include that Transmission Customer or Network Customer and its needs in Tacoma Power’s planning.

To the extent there are local planning issues that are relevant to service to a particular Transmission Customer or Network Customer under the Tariff but are outside the scope of or not adequately addressed by the ColumbiaGrid planning process as described in Part III of this Attachment K, the affected Transmission Customer or Network Customer may so inform Tacoma Power by delivering written notice to Tacoma Power describing in reasonable detail the relevant planning issues. Following delivery of such written notice, Tacoma Power and the affected Transmission Customer or Network Customer shall work cooperatively to address such planning issues in a manner and within a timeframe mutually acceptable to Tacoma Power and the affected Transmission Customer or Network Customer.

#### **Data Accuracy and Confidentiality**

Tacoma Power shall have no obligation under this Attachment K to evaluate the accuracy of data provided by Transmission Customers, Network Customers, interconnected utilities and/or Interested Persons that participate in providing the data for transmission planning.

Planning documents may include information identified as Critical Energy Infrastructure Information (CEII) by the Commission. Consistent with CEII protocols and to the extent necessary to protect confidential information, some portions of planning documents may not be made available to all parties.

## **PART III**

### **The ColumbiaGrid Transmission Planning Process**

#### **1. Introduction**

Tacoma Power participates in regional planning as a party to the PEFA. ColumbiaGrid is a non-profit membership corporation whose purpose is to promote, in the public interest, coordinated and reliable planning, expansion, and operation of the interconnected transmission systems in the Pacific Northwest, taking into consideration environmental concerns, regional interests, and cost-effectiveness.

The PEFA provides that, each Planning Cycle, ColumbiaGrid is to develop and review a Draft Biennial Plan and is to adopt, by majority vote of the Board, a Biennial Plan.

Although the planning process identified in the PEFA is described sequentially, it is anticipated that the planning activities under the PEFA will be performed on a flexible, iterative and non-sequential basis. In the event of any conflict between (i) the description in this Attachment K of the PEFA and (ii) the current PEFA, the PEFA shall control.

#### **2. Planning Criteria**

Under section 2 of Appendix A of the PEFA, ColumbiaGrid shall apply the then current versions of the following as Planning Criteria for its system assessment, System Assessment Reports, and Needs Statements:

- (i) planning standards applicable to TOPPs, pursuant to law or regulation;
- (ii) NERC/WECC planning standards;
- (iii) recognized regional planning or other reliability or transmission adequacy criteria developed by the consensus of the TOPPs for use on the Transmission Systems (ColumbiaGrid may sponsor a process for development of such criteria); provided that a TOPP may have other planning criteria that are more stringent than the ColumbiaGrid standards for use on its own system; and
- (iv) with respect to planning criteria applicable to any particular TOPP, such additional criteria then accepted by such TOPP and communicated to ColumbiaGrid by written notice; provided that any such additional criteria shall apply only to such TOPP.

By participating in a Study Team, ColumbiaGrid intends that Study Team participants will have access to specific Planning Criteria as they are being applied to the Project as it is developed by a Study Team.

#### **3. System Assessment Report and Need Statements**

Each year, ColumbiaGrid, in coordination with the Planning Parties and Interested Persons, shall, consistent with section 3 of Appendix A of the PEFA, prepare a Draft System Assessment Report and Draft Need Statements for the Biennial Plan then being developed; provided that Draft Need Statements need not be prepared for a Draft System

Assessment Report for the second year of a Planning Cycle for any Need already identified in the previous system assessment or for any Need that does not require a Near-Term EOP solution. Under the PEFA, the procedure for the preparation of the Draft System Assessment Report and Draft Need Statements is to be as follows.

ColumbiaGrid, in coordination with the planning parties and interested parties:

- (i) Is to perform a system assessment through screening studies of the RIS using the Planning Criteria to determine the ability of each TOPP to serve, consistent with the Planning Criteria, its network load and native load obligations, if any, and other anticipated existing long-term firm transmission obligations that are anticipated to occur during the Planning Horizon. ColumbiaGrid is to base such assessment on the then-current and appropriate WECC planning base cases, provided that Planning Parties are to provide updates to the input previously provided to ColumbiaGrid pursuant to section 4.6 of the PEFA that was used by WECC to develop the planning base case. ColumbiaGrid is to update the then current WECC planning base case to reflect such updated information so that the system assessment reflects on-going transmission Projects on the RIS and the likely completion dates of such Projects to the extent such Projects and completion dates are reasonably forecasted to occur prior to the end of the Planning Horizon. ColumbiaGrid is to post drafts of the system assessment results on its Web site as they become available during the system assessment process, subject to any appropriate conditions to protect Confidential Information and CEII.
- (ii) Is to prepare a Draft System Assessment Report. Such Draft Report is to identify Needs that the system assessment has projected to occur during the Planning Horizon.
- (iii) Is to develop conceptual transmission solutions to any Need that is not expected to result in a Single-System Project. ColumbiaGrid, in coordination with the Planning Parties and Interested Persons, is to then identify which of such Needs and related conceptual solutions are likely to result in Near-Term EOPs.
- (iv) Is to develop a Draft Need Statement for each such Need and its conceptual transmission solution so identified. Each such Draft Need Statement shall include the following information at a minimum:
  - (1) a narrative description of the Need and the assumptions, applicable Planning Criteria, and methodology used to determine the Need;
  - (2) one or more conceptual transmission-based solutions to meet the Need with estimated timelines and estimated costs to implement each such solution; and
  - (3) an indication of whether a non-transmission solution might be

viable to eliminate or delay the necessity for such a transmission-based solution.

Under the PEFA, in the event that the Planning Parties, Affected Persons and ColumbiaGrid do not reach consensus on the content of any such Draft Need Statement, Staff is to determine the content of such Draft Need Statement; provided that in making its determination, Staff is to consider any comments and possible transmission solutions suggested by any Planning Party or Affected Person; provided further that ColumbiaGrid is to note in the Draft Need Statement that it determined the content of such statement and is to report the comments of Planning Parties and Affected Persons.

- (v) ColumbiaGrid is to post drafts of the Draft Need Statements, as they become available, on the Web site subject to any appropriate conditions to protect Confidential Information and CEII.
- (vi) ColumbiaGrid, in coordination with the Planning Parties and Affected Persons, is to continue to work on Needs not likely to result in Near-Term EOPs as needed and appropriate over time, notwithstanding the fact that Draft Need Statements for such Needs need not be prepared and included in the then current Draft System Assessment Report and Draft Need Statements.
- (vii) ColumbiaGrid is to present the Draft System Assessment Report and Draft Need Statements to the Board for review and comment.

#### **4. Study Teams**

ColumbiaGrid, under section 4 of Appendix A of the PEFA, is to participate in and, as needed, facilitate and manage Study Teams. Planning Parties are to, and Affected Persons and Interested Persons may, actively participate in ColumbiaGrid planning activities through membership in Study Teams. ColumbiaGrid intends to post information regarding Study Team schedules and procedures for Interested Persons participation on its Web site.

##### **1.1 Scope of Study Team Activities**

The objective of each Study Team for EOPs and Requested Service Projects is to collaboratively and timely develop a Project that, with respect to an EOP, addresses a Need Statement and, with respect to a Requested Service Project that affects more than a single Transmission System, serves the request for service in a manner that meets time constraints in developing a Requested Service Project. Study Teams for Capacity Increase Projects are to limit their activities to identifying and addressing Material Adverse Impacts resulting from such Project, if any; provided upon the request of such a Project's sponsor, Study Teams for such Projects may assist the Project's sponsor in the development of other elements of such Project.

## **1.2 Notice to Potentially Interested Persons**

ColumbiaGrid in consultation with each Study Team is to, under section 4.3 of the PEFA, endeavor to notify the following Persons of the formation and scope of activities of such Study Team with respect to a Project: (i) all Affected Persons with respect to such Project, (ii) all Persons potentially interested in such Study Team, and (iii) the Interested Persons List, including Pacific Northwest transmission owners and operators and State and Tribal representatives on the Interested Persons List. ColumbiaGrid is to develop a protocol regarding procedures designed to identify and notify States, including agencies responsible for facility siting, utility regulation, and general energy policy, Tribes, and Pacific Northwest transmission owners and operators that are potentially impacted by Needs or solutions regarding the activities of Study Teams addressing such Needs or solutions. For example, the protocol should include a provision stating that at such time as it becomes apparent to a Study Team that Tribal resources or lands may be impacted, the Study Team should make a reasonable attempt to notify potentially impacted Tribes of its work. ColumbiaGrid may work with the Planning Parties and Pacific Northwest Tribes to compile a database of Tribal lands and culturally significant areas for use under such a protocol.

## **1.3 Participation in Study Teams**

Any Planning Party, Affected Person or Interested Person may participate in a Study Team, with the exception that participation in a Requested Service Project Study Team may be limited due to tariffs or applicable law. TOPP(s) that are potentially materially affected by a Need or a Proposed EOP are to participate in the Study Team relating to such Need or Proposed EOP. With respect to an EOP Study Team, the TOPP(s) primarily affected by the Need or a Proposed EOP is to assume primary responsibility for leading and performing necessary analytical work. With respect to a Requested Service Project Study Team, the TOPP(s) receiving a transmission service or interconnection request is to assume primary responsibility for leading and performing necessary analytical work. With respect to a Capacity Increase Project Study Team for which the Project sponsor has requested that the Study Team assist in the development of some or all of the elements of such Project, the Planning Party proposing the Project is to assume primary responsibility for leading and performing necessary analytical work.

At such time that ColumbiaGrid determines that a TOPP that is not involved may be materially affected by the Project being developed, ColumbiaGrid is to so notify such TOPP, and such TOPP is to participate in the Study Team.

ColumbiaGrid is to participate in each Study Team and, as needed, manage and facilitate the Study Team process. ColumbiaGrid is to post drafts of summaries of the progress of the Study Teams, including developing Plans of Service.

## **2. Development of EOPs After Development of Needs Statements**

## **2.1 Formation of Study Teams**

Staff is to, under section 5.1 of Appendix A of the PEFA, hold a public meeting, with general notice to Planning Parties and Interested Persons and specific notice to those TOPPs that ColumbiaGrid anticipates may be affected, for the purpose of reviewing the Need Statements and soliciting participation in a Study Team to develop an EOP for each Need Statement. Staff is to also consider convening Study Teams that address more than one Need Statement. Staff is to monitor the progress of each Study Team and will, as appropriate, bring Study Teams together in order to resolve differences, gain planning efficiencies, or develop solutions that meet more than one Need Statement.

## **2.2 Elements of an EOP**

Under the PEFA, the Study Team is to collaboratively develop a Proposed EOP. An EOP in a Biennial Plan (or Plan Update) is to include the following: a plan of service describing the modifications to the RIS to be made, list of Persons to make such modifications, estimated costs, schedule, cost allocation, allocation of transmission capacity increased or maintained by an EOP, and appropriate mitigation of Material Adverse Impacts resulting from such EOP; *provided* an EOP is to not impose unmitigated Material Adverse Impacts on the RIS.

## **2.3 Non-Transmission Alternatives**

As part of the Study Team process, the Study Team is to evaluate whether a Non-Transmission Alternative sponsored and offered by a TOPP either eliminates or defers the Need(s) being studied by the Study Team. If it does, the Non-Transmission Alternative should be noted in the Plan and included in the assumptions used in future system assessment. In the event that a non-TOPP Study Team participant proposes a Non-Transmission Alternative, ColumbiaGrid is to direct such participant to the TOPP(s) on whose system(s) such alternative may exist for discussion, study, and possible TOPP sponsorship; provided that the TOPP and ColumbiaGrid are to have no responsibility or obligation to develop or analyze a proposed Non-Transmission Alternative other than to determine, in the event a TOPP subsequently sponsors such an alternative, whether such alternative either eliminates or delays a Need.

## **2.4 Completion of a Proposed EOP**

With respect to a Near-Term EOP, a Proposed EOP is ready for inclusion in a Draft Biennial Plan when all of the following that have actively participated in the Study Team have consented to each element of such EOP: Persons who would be identified as a Designated Person in section 6.1 of the PEFA and any Person who would bear Material Adverse Impacts from such EOP if not for the mitigation included in the EOP.

In the event that such Affected Persons do not reach agreement on any element(s) of a Near-Term EOP, the Staff is to make a recommendation for any unresolved element(s) of a Near-Term EOP and may, as the Staff finds appropriate, present



fully-developed alternatives for the Board's consideration. The Staff is to inform the Study Team regarding its recommendation and allow the Study Team the opportunity to comment. In the event there is still not agreement among the Affected Persons, the Staff is to include its recommendation in the Draft Plan. In such event, ColumbiaGrid is to endeavor to make an equitable allocation of the costs of an EOP taking into account (i) the causation of the Need giving rise to such EOP or (ii) the delay or elimination during the Planning Horizon of any Need as a result of the EOP. Where there are two affected TOPPs, and one has a Need and the best way to meet that Need is to upgrade facilities on the other TOPP's system, ColumbiaGrid is to allocate costs in a form of a Facilities Agreement to the TOPP causing the Need. ColumbiaGrid may also allocate costs to a TOPP in a Facilities Agreement whose Need does not give rise to the Staff-Recommended EOP but that has a Need during the Planning Horizon that is met by such EOP; provided that ColumbiaGrid is not to allocate costs to such TOPP in an amount that exceeds the cost that would have been incurred by such TOPP had it met its Need with a separate EOP. The Staff is not to allocate costs based upon other potential future system benefits. When the Staff submits the Draft Plan to the Board for approval, the Staff is to identify such elements and shall include a summary analysis of minority positions on any aspect of such Staff-Recommended EOP.

### **3. Requested Service Projects**

#### **3.1 Receipt of Transmission Service or Interconnection Request**

Each TOPP is to receive new transmission and interconnection requests in accordance with such TOPP's procedures; provided that if ColumbiaGrid offers a functional agreement to provide processing services for transmission or interconnection requests in addition to those provided in the PEFA, eligible TOPPs may sign such agreement. With respect to any request for transmission service or interconnection received by any Planning Party, nothing in this Attachment K shall preclude any Planning Party from responding if and as such Planning Party determines is appropriate under its Tariff.

#### **3.2 Requested Service Assessment; Formation of Study Teams**

When a TOPP has a completed transmission service application, determines that it does not have sufficient capacity to serve such request and reasonably believes that the requested service may impact a transmission system other than that of such TOPP, and the customer has indicated to the TOPP that it wants to pursue further study, such TOPP is to notify ColumbiaGrid that it has a request for a study. ColumbiaGrid is to perform a Requested Service Assessment to determine which transmission systems, including those of non-Planning Parties, are affected.

When a TOPP has received an interconnection request and reasonably believes that such request or a Project to satisfy the request will affect a transmission system other than that of such TOPP, such TOPP is to notify ColumbiaGrid of such request and such determination. ColumbiaGrid is to perform a Requested

Service Assessment to determine which transmission systems, including those of non-Planning Parties, are affected.

In each such instance above, ColumbiaGrid is to notify those Persons it determines are potentially Affected Persons and convene a Study Team, which should develop a study agreement in accordance with the TOPP's policies and procedures; provided that participation in Study Teams convened for an interconnection request may, consistent with such TOPP's OATT, be limited to the requesting Person and Affected Persons. ColumbiaGrid, in consultation with Planning Parties and Interested Persons, is to cluster requests for purposes of performing studies when practical. The TOPP with the request is to inform its transmission or interconnection requesting Person regarding the needed study and the estimated costs. If the transmission or interconnection requesting Person is willing to assume the costs of such study and instructs the TOPP to proceed, the Study Team is to develop a solution to provide sufficient capacity to serve the request.

Upon execution of a study agreement, ColumbiaGrid is to (subject to any applicable confidentiality requirements under the OATT under which the transmission or interconnection service request was submitted) post the request, information concerning any clustering of the request, the identity of the parties to the study agreement, and the study schedule, and is to from time to time update the posting to provide other pertinent information.

### **3.3 Elements of a Requested Service Project**

The Study Team is to collaboratively develop a Proposed Requested Service Project. Each TOPP that receives a transmission service or interconnection request is to retain its obligation under its OATT to perform studies, with participation of the requestor as appropriate in accordance with the TOPP's procedures. A Requested Service Project in a Biennial Plan (or Plan Update) is to include a Plan of Service, estimated costs, transmission capacity allocation, cost and ownership allocation, and schedule.

### **3.4 Completion of a Proposed Requested Service Project**

A Proposed Requested Service Project is ready for inclusion in a Draft Plan when (i) all of the Affected Persons identified by ColumbiaGrid that have actively participated in a related Study Team have agreed to each element of such Requested Service Project, (ii) the Study Team has confirmed that such Project meets the request and has appropriately mitigated Material Adverse Impacts resulting from such Project on any transmission systems, and (iii) the requestor has agreed to pursue the Project. Such Requested Service Project may be memorialized in a project agreement prior to its inclusion in a Draft Plan and, in such instance, is being included in such Draft Plan for information purposes. In the event that such Affected Persons do not reach agreement on a Requested Service Project in whole or in part within a reasonable time, Staff is to make a recommendation for any unresolved element(s) and may, as the Staff finds

appropriate, present fully-developed alternatives for the Board's consideration. The Staff is to inform the Study Team regarding its recommendation and allow the Study Team the opportunity to comment. In the event there is still not agreement amongst the Affected Persons, the Staff is to develop a recommended Plan of Service. If there is an accompanying Need which can be delayed or eliminated by the Requested Service Project within the Planning Horizon, ColumbiaGrid is to endeavor to make an equitable allocation of costs of such Staff-Recommended Requested Service Project based upon the affected TOPP's OATT requirements and the delay or elimination of the Need. ColumbiaGrid may allocate costs in a Facilities Agreement to a TOPP that has a Need during the Planning Horizon that is met by the Requested Service Project; provided that ColumbiaGrid is not to allocate costs in an amount that exceeds the cost that would have been incurred by such TOPP had it met its Need with a separate EOP. The Staff is to not allocate costs based upon other potential future system benefits. A Staff-Recommended Requested Service Project is to not have any unmitigated Material Adverse Impacts resulting from such Project on any transmission systems. The Staff may present more than one Recommended Requested Service Project for the Board to select from. When the Staff submits the Staff Recommended Project to the Board for approval, the Staff is to identify any unresolved element(s) and is to include a summary analysis of positions advanced by any Affected Persons on such unresolved element(s). If the Staff-Recommended Requested Service Project is approved by the Board and agreed upon by the requestor and all Affected Persons it is to be included in the Draft Plan.

#### **4. Single System Projects**

##### **4.1 Notification of Single System Projects**

Each Planning Party is to advise ColumbiaGrid of any Single System Projects that it is planning on its Transmission System.

If the system assessment performed by Staff under section 3 of Appendix A of the PEFA identifies a Need on a single Transmission System, Staff is to inform the subject TOPP of such Need and, if such TOPP concludes that such Need may be resolved on its Transmission System, the TOPP is to inform ColumbiaGrid of such resolution. In such instances, the Staff is to include such Need in the Draft System Assessment Report for information purposes. If any Affected Person requests a Study Team to evaluate Material Adverse Impacts resulting from a potential Single System Project at a "section 3 meeting" to discuss the Draft System Assessment Report and Need Statements, ColumbiaGrid is to convene such a Study Team.

The TOPP is to submit proposed Single System Projects to ColumbiaGrid. ColumbiaGrid is to inform the Planning Parties regarding any such Single System Project. If any Planning Party is concerned that such Single System Project will result in unmitigated Material Adverse Impacts, ColumbiaGrid is to convene a

Study Team to evaluate whether there are unmitigated Material Adverse Impacts. If there are not unmitigated Material Adverse Impacts, ColumbiaGrid is to include such Single System Projects in the Plan for information purposes and include such Single System Project in future system assessments. If there are unmitigated Material Adverse Impacts, such Project is not a Single System Project and should be further developed through the ColumbiaGrid planning process as an EOP.

## **5. Capacity Increase Projects**

### **5.1 Notification of Capacity Increase Projects**

Each Planning Party is to advise ColumbiaGrid of any Capacity Increase Projects that it is planning or anticipates participating in on the RIS.

### **5.2 Formation of Study Team**

If the Project's sponsor requests a Study Team for project development, ColumbiaGrid will determine whether there is sufficient interest and, if so, shall convene such Study Team for such purposes. If any Affected Person requests a Study Team to evaluate Material Adverse Impacts resulting from a Capacity Increase Project, ColumbiaGrid is to convene such a Study Team.

### **5.3 Elements of Capacity Increase Project**

A Capacity Increase Project in a Biennial Plan (or Plan Update) is to include the following: plan of service, estimated costs, the expected amount of transmission capacity added for each new or existing path, reasons for the Project, the Persons who are responsible for the costs and construction of the Project, the owners and operators of the added facilities, schedule, including estimated completion date, transmission rights allocation, Material Adverse Impacts, if any, and any mitigation of Material Adverse Impacts; provided that any unmitigated Material Adverse Impacts is to be subject to resolution in the WECC regional planning or path rating process. To the extent that any such details are included in a Draft Biennial Plan, Draft Plan Update, or Biennial Plan or a Plan Update, such inclusion is to be for information purposes only, and the Board may only note Material Adverse Impacts in accordance with section 10.4.1.3 of Appendix A of the PEFA.

### **5.4 Request for Cost Allocation for Capacity Increase Project**

A Planning Party may request a cost allocation recommendation from ColumbiaGrid on a Capacity Increase Project if the related Study Team is unable to come to voluntary agreement on the cost allocation. This recommendation is non-binding but can be used by the Study Teams to facilitate agreement on cost allocation.

## **6. Expanded Scope Projects**

### **6.1 Assessing Interest in Expanding the Scope of Project**

Prior to including any Project in a Draft Biennial Plan or Draft Plan Update, the Staff is to determine, in an open process, whether there is interest in expanding the scope of such Project; provided absent agreement of the TOPP(s) whose Transmission System(s) has a projected Need, consideration of the request to expand the scope of an EOP may not unreasonably delay Project development beyond the point where there is sufficient lead time for the original Project to be completed to meet the Need or as otherwise required.

### **6.2 Formation of Study Team**

If there is interest, Staff is to establish a Study Team to evaluate and develop the expansion. Those Planning Parties or Interested Persons who are interested in becoming Project sponsors are to assume primary responsibility for leading and performing necessary analytical work, and are to be responsible for the study costs of evaluating the expansion.

### **6.3 Completion of a Proposed Expanded Scope Project**

The Staff is to assist the Affected Persons identified by ColumbiaGrid that have actively participated in a related Study Team in resolving transmission capacity rights issues if such Persons are unable to reach agreement. An Expanded Scope Project is to be included in a Plan (or Draft Biennial Plan or Draft Plan Update) in lieu of the Project without expansion only when (i) the sponsors of the expansion have agreed to fund the incremental cost of such Expanded Scope Projects, (ii) each sponsor of the Project as originally configured would receive equivalent or better service (including meeting the Need) at no greater cost than it would have paid for the original Project, and (iii) such Project would not have unmitigated Material Adverse Impacts.

## **7. Process for Adoption of Plans**

### **7.1 Draft Plan**

#### **7.1.1 Contents of Draft Plan**

The Staff is to prepare a Draft Plan based upon the ColumbiaGrid planning process that contains:

- (i) Recommended Projects
  - a. EOPs
    - i. Recommended Near-Term EOPs
      - A. Recommended Near-Term EOPs, including an analysis of how such Projects meet their respective Needs and a verification that each EOP does not result in unmitigated Material Adverse Impacts on any transmission system;

- B. Staff-Recommended Near-Term EOPs, including an analysis of how such Projects meet their respective Needs, a verification that each such EOP does not result in unmitigated Material Adverse Impacts on any transmission system, and an analysis supporting any other Staff-recommended elements, such as cost or capacity allocation; *provided that* Staff may only submit recommendations for Near-Term EOPs for which the Affected Persons identified by ColumbiaGrid that have actively participated in a related Study Team have been unable to reach agreement in whole or in part; *provided further that* the Staff is to also provide for informational purposes the alternative opinions developed during the study process;
  - ii. Recommended EOPs that the Affected Parties agree are ready for implementation, including an analysis of how such Projects meet their underlying Needs and a verification that each such Project does not result in Material Adverse Impacts on any transmission system;
  - iii. A list of alternative plans of service for EOPs that were identified and considered in the ColumbiaGrid planning process for possible inclusion in the Draft Plan; and
  - iv. A list of Non-Transmission Alternatives that have been sponsored by TOPPs and that resulted in a delay or elimination of a Need.
- b. Recommended Requested Service Projects
- i. Recommended Requested Service Projects, including an analysis of how such Projects meet the underlying transmission service and interconnection requests and a verification that each such Project does not result in any unmitigated Material Adverse Impacts on any transmission system;
  - ii. Staff-Recommended Requested Service Projects, including an analysis of how such Projects meet the underlying transmission service or interconnection requests and a verification that each such Project does not result in any unmitigated Material Adverse Impacts on any transmission system, and an analysis supporting any other Staff-recommended elements; and
  - iii. A list of alternative plans of service that were identified and considered in the ColumbiaGrid planning process for possible inclusion in the Draft Plan;

- c. Capacity Increase Projects, including an identification of unmitigated Material Adverse Impacts on any transmission system, if any;
- d. Single System Projects;
- e. Expanded Scope Projects; including a verification that each such Project does not result in any unmitigated Material Adverse Impacts on any transmission system;
- f. System Assessment Report and Need Statements;
- g. A list of Study Teams and their participants; and
- h. Other information that the Board may find helpful in making its decision.

In preparing the Draft Plan, the Staff is to solicit and consider the comments of Interested Persons, Affected Persons, and Planning Parties. The Staff is to post a preliminary Draft Plan on the Website and obtain stakeholder comment prior to finalizing the Draft Plan and may include a summary of the comments received; *provided that* the Staff is to redact Confidential Information and CEII from the Draft Plan that is made public. The Staff is to include such redacted information in the Draft Plan submitted to the Board. The Staff is to include the documentation as the Staff finds appropriate for purposes of Board review and action; *provided* the documentation should be sufficient for subsequent review in an appropriate forum. The Draft Plan is to clearly identify which Projects (i) must be commenced in the upcoming Planning Cycle in order to have sufficient lead time for implementation or are ready for implementation, (ii) have planning underway but do not require commencement in the upcoming Planning Cycle yet are ready for implementation, or (iii) have planning at a conceptual or preliminary stage.

#### **7.1.2 Timing**

The Staff is to submit the Draft Plan for Board adoption at a time interval no greater than every two years.

### **7.2 Review Process**

The Board is to review the Draft Plan in an open, public process. In doing so, the Board is to make available the Draft Plan, study reports and electronic data files, subject to appropriate protection of Confidential Information and CEII, to all Planning Parties and Interested Persons and provide the public an opportunity to supply information and provide written or oral comments to the Board. The Board may adopt additional procedures to carry out its review process.

### **7.3 Basis for Plan Adoption**

The Board is to base its review and adoption of the Plan on the technical merits of the Draft Plan, the consistency of the Projects listed in the Draft Plan with the

Functional Agreement, and considering comments and information provided during the review process.

#### **7.4 Plan Adoption**

The Board is to review and take action regarding the Draft Plan as follows:

##### **7.4.1 Recommended Projects**

###### **7.4.1.1 EOPs**

###### **7.4.1.1.1 Recommended Near-Term EOPs and Recommended EOPs**

The Board is to review and may approve the following with respect to each Recommended EOP: the Study Team's determination that (i) it meets its underlying Need Statement(s) and (ii) does not impose unmitigated Material Adverse Impacts. Those elements that are not approved by the Board are to be remanded to the Staff and Affected Persons identified by ColumbiaGrid that have actively participated in a related Study Team for further consideration and analysis and development.

###### **7.4.1.1.2 Staff-Recommended EOPs**

The Board is to review and may approve the following with respect to each Staff-Recommended EOP: the Staff determination that it meets its underlying Need Statement(s), its Plan of Service, sponsorship, schedule, cost allocation, transmission rights allocation, and mitigation of Material Adverse Impacts. Those elements that are not approved by the Board are to be remanded to the Staff which may, in cooperation with the Study Team, revise the recommendation and resubmit it to the Board; *provided that* the Board may modify a recommended cost allocation or transmission capacity allocation to the extent such modification is supported by the record.

###### **7.4.1.2 Requested Service Projects**



**7.4.1.2.1 Recommended Requested Service Projects**

The Board is to review and may approve the Study Team's determination that each Recommended Requested Service Project (i) serves its underlying transmission service or interconnection request and (ii) does not result in any unmitigated Material Adverse Impacts on any transmission system; *provided that* no Recommended Requested Service Project is to be included in any Plan unless the requestor and all Affected Persons agree upon such Requested Service Project. If the Board determines that there are unmitigated Material Adverse Impacts, such Project is to be remanded to the Staff and Affected Persons identified by ColumbiaGrid that have actively participated in a related Study Team for further analysis.

**7.4.1.2.2 Staff-Recommended Requested Service Projects**

The Board is to review and may approve the Staff's determination that each Staff-Recommended Requested Service Project serves the underlying transmission service or interconnection request, the Plan of Service, transmission capacity allocation, sponsorship, and mitigation of Material Adverse Impacts resulting from such Project on any transmission system; *provided that* no Staff-Recommended Requested Service Project is to be included in any Plan unless the requestor and all Affected Persons agree upon such Requested Service Project. Those elements that are not approved by the Board are to be remanded to the Staff which may, in cooperation with the Study Team, revise the recommendation and resubmit it to the Board; *provided that* the Board may modify a recommended cost allocation or transmission capacity allocation to the extent such modification is supported by the record.

#### **7.4.1.3 Capacity Increase Projects**

The Board is to review the Study Team's evaluation of Material Adverse Impacts resulting from each such Project on any transmission system. The Board is to not disapprove or modify project elements (developed by the Project sponsor(s) or a Study Team) as such information is only included in the Draft Plan for informational purposes. If the Board determines that there are unmitigated Material Adverse Impacts resulting from such a Project on any transmission system, the Board is to note such Material Adverse Impacts in the Plan and defer to the resolution of such Material Adverse Impacts in the WECC regional planning or path rating process.

#### **7.4.1.4 Expanded Scope Projects**

The Board is to review and may approve the Study Team's determination that there are no unmitigated Material Adverse Impacts resulting from each such Expanded Scope Project on any transmission system and, for Expanded Scope Projects that have an underlying EOP or Requested Service Project, the underlying Need or request is still met with an equivalent or better service at no greater cost than it would have paid for the underlying Project. The Board is to not disapprove or modify Project elements associated with the Project expansion (developed by the Project sponsor(s) or a Study Team) as such information is only included in the Draft Plan for informational purposes. If the Board determines that there are unmitigated Material Adverse Impacts resulting from such a Project on any transmission system or that the underlying Need or request is not met with an equivalent or better service at no greater cost than it would have paid for the underlying Project, the Board is to remand such Project to the Staff and Affected Persons identified by ColumbiaGrid that have actively participated in a related Study Team for further analysis.

#### **7.4.2 Other Information Included in the Draft Plan**

The Board is to include in the Biennial Plan for informational purposes all of the other content in the Draft Biennial Plan that was provided for informational purposes unless the Board determines it has good cause not to include such content.

### **7.4.3 Remands**

In the event that the Board remands an item to the Staff and the Study Teams for further analysis and discussion, the Board is to identify specific questions or concerns to be answered or further researched by the Staff and Affected Persons identified by ColumbiaGrid that have actively participated in a related Study Team before the Board approves or confirms the matter that has been remanded. If the Board determines that a transmission alternative submitted in the public review process or that a transmission alternative to a Staff-Recommended Project is potentially preferable to the proposed Staff-Recommended Project, the Board may remand such alternative to the Staff, Planning Parties, and Interested Persons for further analysis and discussion. The Board and Staff are to attempt to minimize the total number of times a Project is remanded.

### **7.4.4 Reconsideration Process**

The Board is to develop and make available a reconsideration process that provides Persons who are materially impacted by such decision and did participate in any underlying Study Team to request within ten days that the Board reconsider a specific decision within the Board's approval. If reconsideration of a Board decision is sought by any such Person, ColumbiaGrid is to promptly convene a meeting, chaired by the ColumbiaGrid President, to which it invites the chief executive officer or equivalent executive of all Affected Persons to determine whether they can reach agreement on the disputed decision. If agreement is not reached, the Board is to pursue the reconsideration process. The reconsideration process is to provide for input from all involved Persons (including Planning Parties) and Staff, and the Board is to make its reconsidered decision known within 90 days from the date of the request. If, upon reconsideration, the Board modifies its decision, the modification is to also be subject to a petition for reconsideration.

### **7.4.5 Post-Board Approval Project Modifications**

In the event that Project sponsor(s) discover during siting and environmental review processes that modifications are needed to an EOP in order for such EOP to receive needed regulatory approval or in order to implement such EOP, the Staff is to review the proposed modification(s) in a public process to determine whether the proposed modified Project continues to satisfy the Need and whether Material Adverse Impacts to transmission systems, if any, are

mitigated. The Staff is to communicate the results of its findings to the Board as follows.

**7.4.1.5 Summary Change Statement**

Staff is to provide a summary change statement to the Board when such changes are found by Staff to resolve the problem, mitigate Material Adverse Impacts, if any, and have the support of Affected Persons. In these situations the Board is to not be required to take action for the revised plan to be included in the next Plan.

**7.4.1.6 Staff Recommendation**

Staff, when it finds any of the following,

- (i) the Plan of Service being implemented does not resolve the Need,
- (ii) there is disagreement between or among the sponsors and participants as to the Plan of Service, sponsorship, schedule, cost allocation, or transmission rights allocation, or
- (iii) mitigation of Material Adverse Impacts is lacking,

is to provide a recommendation to the Board on what actions if any the Board should take. For example, the Staff recommendation could be one or a combination of the following: (i) withdraw Board approval or acceptance of the Project, (ii) address the situation in a subsequent system assessment, (iii) start a Study Team to look at alternatives, or (iv) bring the Affected Persons together to see if there is interest in having ColumbiaGrid mediate differences.

**7.4.1.7 Board Consideration**

In these situations, the Board is to consider the Staff recommendation and is to accept the recommendation or ask the Staff to reconsider its recommendation in light of additional factors that the Board may want included in the recommendation. No Project modification pursuant to section 10.4.5 of Appendix A to the PEFA is to be deemed to amend any Facilities Agreement, and any amendment to any Facilities Agreement is to be subject to and pursuant to the provisions of such Facilities Agreement for its amendment (and subject to the provisions of section 6.2 of the PEFA).

**8. Further ColumbiaGrid Cost Allocation Considerations**

In making its cost allocation recommendations as described in the PEFA, ColumbiaGrid has stated that it intends, subject to the PEFA, to consider: (i) whether a cost allocation proposal fairly assigns costs among participants, including those who cause them to be incurred and those who otherwise benefit from them; (ii) whether a cost allocation proposal provides adequate incentives to construct new transmission; and (iii) whether the proposal is generally supported by State authorities and participants across the region.

**9. Dispute Resolution**

*See Part V.*

**10. Sub-Regional Coordination**

ColumbiaGrid intends to coordinate actively and directly with other sub-regional planning groups and adjacent transmission providers that are not party to the PEFA. It is anticipated that Tacoma Power, either in conjunction with ColumbiaGrid or separately, will endeavor to meet no less frequently than annually with such Persons.

Participation by a non-PEFA party in the ColumbiaGrid planning process does not thereby make such party a party to PEFA.

## **PART IV**

### **COORDINATION WITH THE REGIONAL PLANNING PROCESS (WECC)**

WECC coordinates aspects of regional planning as follows:

- a. WECC develops the Western Interconnection wide data bases for transmission planning analysis such as power flow and stability studies.
- b. WECC also maintains a data base for reporting the status of significant planned projects throughout the Western Interconnection.
- c. WECC promotes coordination of significant planned projects through its WECC Regional Planning Project Review procedures. These procedures are implemented by the project sponsor within its planning process or by a sub-regional planning group at the request of a project sponsor.
- d. The WECC Procedure for Project Rating Review provides a process for coordination of path ratings, including consideration of adverse impacts on existing paths.

Western Interconnection wide economic studies are conducted by a committee formed by WECC, Transmission Expansion Planning Policy Committee (TEPPC), in an open stakeholder process that holds region-wide stakeholder meetings on a regular basis. The TEPPC planning process is posted on the WECC website (see [www.wecc.biz](http://www.wecc.biz)).

ColumbiaGrid has a position on TEPPC and is active in the TEPPC study process.

Tacoma Power participates in the TEPPC planning processes, as appropriate, to ensure data and assumptions are coordinated. TEPPC provides the following functions in relation to Economic Studies in the Transmission Provider transmission planning process:

- a. Development and maintenance of the west-wide economic study database.
- b. Performance of economic congestion studies. TEPPC has an annual study cycle in which it will update databases, develop and approve a study plan that includes customer high priority economic study requests as determined by the open TEPPC stakeholder process and perform the studies and document the results in a report.

For more detail on TEPPC, see [www.wecc.biz](http://www.wecc.biz).

## **Part V**

### **DISPUTE RESOLUTION**

Disputes among PEFA Parties within the scope of the arbitration provisions of section 16.1 of the PEFA shall be addressed through the provisions of that section. However, nothing in this Attachment K restricts the rights of any person to file a Complaint with the Commission under relevant provisions of the Federal Power Act.

Disputes that are not within the scope of PEFA dispute resolution procedures but that arise out of Attachment K between Tacoma Power and one or more of its Transmission Customers shall be addressed pursuant to section 12 (Dispute Resolution Procedures) of the Tariff.

ColumbiaGrid is intended to provide a forum for resolving substantive and procedural disputes. Specifically, ColumbiaGrid is a separate and operationally independent entity that makes decisions or recommendations regarding multi-system planning issues, and thus provides a neutral forum through which transmission customers, transmission providers, Planning Parties, and other stakeholders can raise and address issues arising out of ColumbiaGrid planning activities. All Interested Persons have an additional opportunity to present their perspectives when the Staff's recommendation is presented to the Board. When reviewing the draft Biennial Plan, the Board can remand items back to the staff for further work and public input.

Disputes that are not within the scope of the foregoing dispute resolution processes but that arise out of Attachment K in connection with the ColumbiaGrid planning processes may be addressed, with the agreement of all parties to the dispute, through non-binding mediation using the FERC Dispute Resolution Service or other non-binding mediation mechanism mutually agreeable to all parties to the dispute.

## APPENDIX A

### DEFINITIONS

The following terms shall have the following definitions when used in this Attachment K. Other terms defined in Section 1 of the Tariff shall have the meanings set forth in such section where used in this Attachment K.

- A1.** “Affected Persons” with respect to a Project means those Planning Parties and Persons that would bear Material Adverse Impacts from such Project or are otherwise materially affected by such Project.
- A2.** “Biennial Plan” means each biennial transmission plan adopted by the Board pursuant to section 2 of the PEFA. A “Draft Biennial Plan” refers to a draft of a Biennial Plan presented by Staff to the Board for adoption pursuant to section 2 of the PEFA but not yet adopted by the Board.
- A3.** “Board of Directors” or “Board” means the Board of Directors of ColumbiaGrid.
- A4.** “Bylaws” means the then current bylaws of ColumbiaGrid.
- A5.** “Capacity Increase Project” means a voluntary modification of the Regional Interconnected Systems that is
- (i) for the purpose of increasing transmission capacity on the Regional Interconnected Systems;
  - (ii) voluntarily undertaken by one or more Planning Parties; and
  - (iii) not an Existing Obligation Project or Requested Service Project.

A “Proposed Capacity Increase Project” means a proposal for a Capacity Increase Project at such time as it is being discussed in the planning process, whether that be for purposes of identifying unmitigated Material Adverse Impacts of such Project or for purposes of developing the Project under section 9 of Appendix A of the PEFA.

- A6.** “Commission” means the Federal Energy Regulatory Commission or any successor entity.
- A7.** “Confidential Information” shall mean: all information, regardless of the manner in which it is furnished, marked as “Confidential Information” at the time of its furnishing; *provided that* Confidential Information shall not include information: (1) in the public domain or generally available or known to the public; (2) disclosed to a recipient by a Third Person who had a legal right to do so; (3) independently developed by the receiving Party or known to such Party prior to its disclosure under this Attachment K; (4) normally disclosed by entities in the Western Interconnection without limitation; (5) disclosed in aggregate form; or (6) required to be disclosed without a protective order or confidentiality agreement by



subpoena, law or other directive of a court, administrative agency or arbitration panel.

- A8.** “Critical Energy Infrastructure Information” or “CEII” means information as defined in 18 C.F.R. § 388.113(c), as may be amended from time to time, about existing and proposed systems or assets, whether physical or virtual, relating to the production, generation, transportation, transmission, or distribution of energy that could be useful to a person in planning an attack on such systems or assets, the incapacity or destruction of which would negatively affect security, economic security, or public health or safety.
- A9.** “Demand Response Resource Data” has the meaning set forth in section III.6.2.
- A10.** “Designated Person” with respect to a form of Facilities Agreement means each of the Persons designated as such pursuant to section 6.1 of the PEFA by ColumbiaGrid in such form.
- A11.** “Economic Study” means a study of Tacoma Power’s Transmission System, separately or in conjunction with study of other transmission systems, to evaluate (i) congestion or (ii) the integration on an aggregated local, regional (or sub-regional) basis of new generation resources or loads.
- A12.** “Existing Obligation Project” or “EOP” means any modification to be made to the Regional Interconnected Systems that is
- (i) for the purpose of meeting a Need on a TOPP’s system;
  - (ii) not a Single System Project; and
  - (iii) approved by the Board and included as an EOP in a Plan.

A “Proposed Existing Obligation Project” or “Proposed EOP” means a proposal for an EOP at such time as it is being proposed in the planning process; a “Recommended Existing Obligation Project” or “Recommended EOP” means a recommendation, developed by the agreement of Affected Persons pursuant to section 5 of Appendix A of the PEFA, for an EOP that is included as such in a Draft Biennial Plan or Draft Plan Update; a “Staff-Recommended Existing Obligation Project” or “Staff-Recommended EOP” means a recommendation, made by Staff pursuant to section 5.4 of Appendix A of the PEFA, for a Near-Term Existing Obligation Project that is included as such in a Draft Biennial Plan or Draft Plan Update.

- A13.** “Expanded Scope Project” means any Project that is expanded pursuant to section 9 of Appendix A of the PEFA.
- A14.** “Facilities Agreement” means, for purposes of Part III of this Attachment K, an agreement tendered by ColumbiaGrid to Designated Parties for purposes of effectuating an EOP pursuant to section 6 of the PEFA.

- A15.** “Grandfathered Transmission Service” means transmission service provided under non-OATT transmission contracts.
- A16.** “Interested Person” means, any Person who has expressed an interest in the business of ColumbiaGrid and has requested notice of its public meetings and given adequate contact information. Such Interested Persons will be identified on the Interested Persons List compiled by ColumbiaGrid in accordance with section 4.2 of the ColumbiaGrid Bylaws.
- A17.** “Local Economic Study” means an Economic Study that evaluates congestion (and possible remedies) only on Tacoma Power’s Transmission System. A Local Economic Study will not encompass or entail a WECC production cost model study.
- A18.** “Material Adverse Impacts,” with respect to a Project means, for purposes of Part III of this Attachment K, a reduction of transmission capacity on a transmission system (or other adverse impact on such transmission system that is generally considered in transmission planning in the Western Interconnection) due to such Project that is material, that would result from a Project, and that is unacceptable to the Person that owns or operates such transmission system. For purposes of this Attachment, Material Adverse Impacts of a Project are considered mitigated if transmission capacity is not reduced due to such Project.
- A19.** “Near-Term Existing Obligation Project” or “Near-Term EOP” means, at any time, an Existing Obligation Project that must be commenced prior to the end of the then next Planning Cycle in order to have sufficient lead time for implementation to meet the Need giving rise to such Existing Obligation Project.
- A20.** “Need” means any projected inability of a Transmission Owner or Operator Planning Party (anticipated to occur during the Planning Horizon) to serve, consistent with the Planning Criteria,
- (i) its network load and native load customer obligations, if any, as those terms are defined in such Transmission Owner or Operator Planning Party’s Open Access Transmission Tariff; and
  - (ii) other existing long-term firm transmission obligations.
- A21.** “Need Statement” means, with respect to a Need, a statement developed by Staff pursuant to section 3 of Appendix A of the PEFA and included for informational purposes in a Plan. A “Draft Need Statement” means a proposal for a Need Statement presented by Staff to the Board for review and comment.
- A22.** “NERC” means North America Electric Reliability Corporation or its successor.
- A23.** “Non-Transmission Alternative” means a Non-Transmission Alternative that: (1) ColumbiaGrid has determined (i) results in the elimination or delay of a Need, (ii)

results in a change in the loads or resources to be reflected in the system assessments, and (iii) is sponsored by one or more TOPPs; or (2) is considered by Tacoma Power in planning for its own Transmission System. Examples of such alternatives that may constitute Non-Transmission Alternatives may include demand-side load reduction programs, peak-shaving projects, and distributed generation. The following examples are specifically excluded from Non-Transmission Alternatives: remedial action schemes, shunt capacitors, and reconductoring.

- A24.** “Open Access Transmission Tariff” or “OATT” means, for each Transmission Owner or Operator Planning Party, such Transmission Owner or Operator Planning Party’s open access transmission tariff and, if such Transmission Owner or Operator Planning Party does not have such a tariff, the Commission’s pro forma open access transmission tariff.
- A25.** “Pacific Northwest” means the (i) sub region within the Western Interconnection comprised of Alberta, British Columbia, Idaho, Montana, Nevada, Oregon, Utah, Washington, and Wyoming and (ii) any portions of the area defined in 16 U.S.C. § 839a(14) that are not otherwise included in (i).
- A26.** “Party” means, for purposes of Part III of this Attachment K, a signatory to the PEFA.
- A27.** “Person” means an individual, corporation, cooperative corporation, municipal corporation, quasi-municipal corporation, joint operating entity, limited liability company, mutual association, partnership, limited partnership, limited liability partnership, association, joint stock company, trust, unincorporated organization, government entity or political subdivision thereof (including a federal power marketing administration), or organization recognized as a legal entity by law in the United States or Canada.
- A28.** “Plan” means, for purposes of Part III of this Attachment K, at any time the then current Biennial Plan, as then revised by any Plan Updates. A “Draft Plan” refers to a Draft Biennial Plan or a Draft Plan Update.
- A29.** “Plan of Service” means the technical modifications to the Regional Interconnected Systems to be effected by a Project.
- A30.** “Plan Update” means an update to the then current Plan adopted by the Board pursuant to section 2.4 of the PEFA. A “Draft Plan Update” means a plan update presented by Staff to the Board for adoption but not yet adopted by the Board.
- A31.** “Planning and Expansion Functional Agreement” or “PEFA” means the ColumbiaGrid Planning and Expansion Functional Agreement on file with the Commission.

- A32.** “Planning Criteria” means the then current planning standards that ColumbiaGrid shall apply, as provided in section 3 of the PEFA, in any system assessment, System Assessment Report, or Needs Statement.
- A33.** “Planning Cycle” means a period of approximately 24 months during which a Draft Biennial Plan is to be prepared and presented to the Board for adoption and during which a Biennial Plan is to be subsequently adopted by the Board.
- A34.** “Planning Horizon,” for purposes of Part III of this Attachment K, means, with respect to any Biennial Plan (or Plan Update), the period for which the system assessment for such Biennial Plan (or Plan Update) is made, which period shall be the longer of (i) ten years or (ii) the planning period required by the Commission in its pro forma OATT, as it may be amended from time to time.
- A35.** “Planning Party” means, for purposes of Part III of this Attachment K, each Party other than ColumbiaGrid.
- A36.** “Project” means, for purposes of Part III of this Attachment K, any of the following (including any expansion in the Plan of Service therefore pursuant to section 10 of the PEFA) included in a Plan: (i) Capacity Increase Project, (ii) Existing Obligation Project, (iii) Requested Service Project, or (iv) Single System Project.
- A37.** “Regional Interconnected Systems” or “RIS” means the interconnected transmission systems in the Pacific Northwest.
- A38.** “Requested Service Assessment” means, with respect to a request to a TOPP for study related to a transmission service or interconnection, an assessment of the effect of such request on such TOPP’s Transmission System and on other transmission systems.
- A39.** “Requested Service Project” means any modification of the Regional Interconnected Systems that
- (i) is for the purpose of providing service pursuant to a transmission service or interconnection request made to a TOPP; and
  - (ii) involves more than one Transmission System.

A “Proposed Requested Service Project” means a proposal for a Requested Service Project at such time as it is being proposed in the planning process under this Agreement; a “Recommended Requested Service Project” means a recommendation for a Requested Service Project that is developed by the agreement of Affected Persons and that is included in a Plan; a “Staff-Recommended Requested Service Project” means a recommendation by the Staff for a Requested Service Project following the inability of Affected Persons to

reach agreement in a timely manner on a Recommended Requested Service Project.

- A40.** “Single System Project” means any modification of a single Transmission System that
- (i) is for the purpose of meeting a Need that impacts only such single Transmission System;
  - (ii) does not result in Material Adverse Impacts on any transmission system; and
  - (iii) is included as a Single System Project in a Plan.
- A41.** “Staff” means, for purposes of Part III of this Attachment K, ColumbiaGrid staff, officers, or consultants hired or retained by ColumbiaGrid to perform the Staff’s responsibilities under the PEFA.
- A42.** “Study Team” with respect to a Project being defined means a team that is comprised of ColumbiaGrid and the following that choose to participate in such team: (i) any Planning Parties, (ii) any Affected Persons identified with respect to such Project, and (iii) any Interested Persons; *provided that* the Study Team for a Requested Service Project is to include only ColumbiaGrid and Affected Persons identified with respect to such Project. The Study Team for an Existing Obligation Project is to develop solution(s) to meet the Need giving rise to such Existing Obligation Project. The Study Team for a Requested Service Project is to develop a Project to serve the request giving rise to such Requested Service Project. The Study Team for any other Project is to assist in either the identification or mitigation of Material Adverse Impacts, if any, resulting from such Project or, depending upon the type of Project and the election of the Project sponsor(s), participate in the planning of such Project.
- A43.** “System Assessment Report” means each system assessment report developed by Staff pursuant to section 3 of Appendix A of the PEFA.
- A44.** “Third Person” means, for purposes of Part III of this Attachment K, any Person other than a Party.
- A45.** “Transmission Owner or Operator Planning Party” or “TOPP” means a Party that is a transmission owner or operator. For purposes of the PEFA an “owner” includes, but is not limited to, a Party that has a leasehold interest in or other beneficial use of the subject facilities, where, for financing purposes, legal title is held by another entity.
- A46.** “Transmission System” means the transmission facilities in the Pacific Northwest owned or operated by a Transmission Owner or Operator Planning Party.

- A47.** “Website” means, for purposes of Part III of this Attachment K, the website maintained by ColumbiaGrid at [www.columbiagrid.org](http://www.columbiagrid.org).
- A48.** “Western Electricity Coordinating Council” or “WECC” means the Western Electricity Coordinating Council or any successor entity.

**ATTACHMENT L**

**Creditworthiness Procedures**

Procedures available at the request of customer.

**ATTACHMENT M**

**Facility Connection Requirements**

Connection requirements are available upon request of the customer.



## ATTACHMENT N

### Generator Interconnection Procedures

#### Generator Interconnection and Operating Agreement

This Generator Interconnection and Operating Agreement (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the City of Tacoma, Department of Public Utilities, Light Division, a municipal corporation of the State of Washington, hereinafter referred to as “**Tacoma Power**”, and \_\_\_\_\_, hereinafter referred to as the “**Facility Sponsor**.” Tacoma Power and Facility Sponsor each may be referred to in this Agreement as a “**Party**,” or collectively as the “**Parties**.”

#### RECITALS

WHEREAS, the Facility Sponsor intends to own and operate a generation facility located in \_\_\_\_\_, \_\_\_\_\_ (the “**Facility**”); and,

WHEREAS, the Facility is located adjacent to the electrical facilities of Tacoma Power; and,

WHEREAS, the Facility Sponsor has requested, and Tacoma Power has agreed to enter into, an agreement with the Facility Sponsor governing the terms pursuant to which the Facility Sponsor will interconnect the Facility with the Tacoma Power Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

#### ARTICLE 1 DEFINITIONS

1.0 Whenever used in this Agreement, appendices, and attachments hereto, the following capitalized terms shall have the meanings set forth below. Any capitalized term not defined below shall have the meaning given such term in the Tariff.

1.01 **“Confidential Information”** means information disclosed by a Party (the “disclosing Party”) in connection with this Agreement that is (a) treated by the disclosing Party as confidential or subject to binding confidentiality obligations, and (b) clearly marked or otherwise identified at the time of disclosure as confidential. Notwithstanding the foregoing, “Confidential Information” shall not include information disclosed by the disclosing Party to the other Party (the “receiving Party”) pursuant to this Agreement that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Agreement; or (6) is required, in accordance with Section 19.6 of this Agreement, to be disclosed by any federal or state government or agency or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Confidential Information” also shall not include information that (A) in Tacoma Power’s reasonable opinion, is subject to mandatory disclosure pursuant to the State of Washington’s Public Disclosure Law,

R.C.W. 42.56, or (B) although previously treated as confidential under this Agreement, has subsequently been designated by notice from the disclosing Party to the receiving Party as non-confidential.

- 1.02 **“Emergency”** means any abnormal system condition that (a) requires automatic or immediate manual action to prevent or limit loss of electrical facilities or generation supply and (b) could adversely affect the reliability of the Tacoma Power Transmission System or the systems to which the Tacoma Power Transmission System is directly or indirectly interconnected; provided however, that the inability of Tacoma Power to meet its load requirements because of insufficient generation resources shall not constitute an Emergency.
- 1.03 **“Facility”** means the Facility Sponsor’s electric generating facility identified generally in the recitals of this Agreement and more specifically identified in the “as built” drawings provided to Tacoma Power together with the other property, facilities, and equipment owned and/or controlled by the Facility Sponsor on the Facility Sponsor’s side of the Interconnection Point.
- 1.04 **“Force Majeure”** means an event or occurrence or circumstance, beyond the reasonable control of the Party claiming Force Majeure, that wholly or in part prevents the claiming Party from performing its obligations under this Agreement; provided, however, that Force Majeure shall not (a) include any act of negligence or intentional wrongdoing by or mere economic hardship to the claiming Party, or (b) relieve a Party of any obligation under this Agreement or under applicable laws or regulations (including applicable NERC reliability standards) to maintain protective equipment or to otherwise operate its facilities so as to mitigate abnormal system conditions to the extent feasible and avoid damage to its property.
- 1.05 **“Good Utility Practice”** means any of the practices, methods and acts

engaged in or approved by a significant proportion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at reasonable cost consistent with applicable law, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts. For purposes of this Agreement, Good Utility Practice includes, but is not limited to, applicable operational and/or reliability criteria, protocols, and directives, including those of Tacoma Power, NERC, and WECC.

- 1.06 **“Hazardous Substances”** means any chemicals, materials, or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law. For purposes of this Agreement, the term “Environmental Law” means federal, state, and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders relating to pollution or protection of the environment, natural resources, or human health and safety.
- 1.07 **“Interconnection Facilities”** means all facilities in place as of the effective date of this Agreement or proposed to be installed pursuant to this Agreement, as identified in Exhibit 1, or facilities which are later installed,

in order to provide Interconnection Service and deliver energy from the Facility to the Tacoma Power Transmission System including, but not limited to, connection, distribution, transformation, switching, metering and safety equipment.

- 1.08 “**Interconnection Point**” means the physical location on the power system of the change of ownership between Tacoma Power and the Facility Sponsor.
- 1.09 “**Interconnection Service**” means the services provided by Tacoma Power to connect the Facility with the Tacoma Power Transmission System pursuant to the terms of this Agreement. The term does not include the right to obtain transmission service on the Tacoma Power Transmission System, which service shall be obtained in accordance with the provisions of the Tariff.
- 1.10 “**Metering Equipment**” means all metering equipment installed at the Facility as of the effective date of this Agreement and/or other metering equipment to be installed at the metering points designated in Exhibit 3.
- 1.11 “**NERC**” means the North American Electric Reliability Corporation or its successor.
- 1.12 “**Operation Date**” means the day commencing at 00:01 hours on the day following the day during which Interconnection Facilities and equipment of the Facility have been completed to Tacoma Power’s and the Facility Sponsor’s mutual satisfaction and energized in parallel operation of Tacoma Power’s and the Facility Sponsor’s systems as confirmed in a writing substantially in the form shown in Exhibit 6.
- 1.13 “**Secondary Systems**” means control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current

transformers.

- 1.14 **“Switching and Tagging Rules”** means Tacoma Power’s and Project Sponsor’s switching and tagging procedures, as they may be amended.
- 1.15 **“System Protection Facilities”** means the equipment required to protect
- (a) the Tacoma Power Transmission System, the systems of others connected to the Tacoma Power Transmission System or the Facility from faults occurring at the Facility, and
  - (b) the Facility from faults occurring on the Tacoma Power Transmission System or on the systems of others to which the Tacoma Power Transmission System is directly or indirectly connected.
- 1.16 **“System Upgrades”** means modifications or improvements to the Tacoma Power Transmission System required in order to interconnect the Facility with the Tacoma Power Transmission System, as identified as “Required System Upgrades” in Exhibit 2. The cost of System Upgrades shall be borne by the Facility Sponsor.
- 1.17 **“Tariff”** means Tacoma Power’s Open Access Transmission Tariff, as it may be amended or replaced from time to time.

## ARTICLE 2

### TERM OF AGREEMENT

- 2.0 Effective Date. This Agreement shall be binding when executed by the Parties and shall be effective as of the date set forth in the preamble to this Agreement and shall continue for a period of \_\_\_\_\_ years. However, the Agreement may be earlier terminated upon written agreement of the Parties.
- 2.1 Termination Upon Default. This Agreement may be terminated upon a Party’s Default in accordance with the provisions of Section 17.1.
- 2.2 Survival. Any termination or expiration of this Agreement shall be subject to the

survival provisions set forth in Section 17.2.

### **ARTICLE 3**

#### **INTERCONNECTION SERVICE**

- 3.0 Service. Tacoma Power shall provide the Facility Sponsor with Interconnection Service for the Facility pursuant to the terms of this Agreement for the period during which this Agreement remains in effect.
- 3.1 Scope of Service. Tacoma Power shall provide Interconnection Service for the Facility at the Interconnection Point. However, in the event of an increase in the output of the Facility or other material change or modification to the configuration and/or operation of the Facility, the Facility Sponsor must initiate, complete, and pay for a new Tacoma Power interconnection study process.
- 3.1.1 Tacoma Power shall have no obligation under this Agreement to pay the Facility Sponsor any wheeling or other charges for electric power and/or energy transferred through the Facility Sponsor's equipment or for power or Ancillary Services provided by Facility Sponsor under this Agreement for the benefit of the Tacoma Power Transmission System.
- 3.1.2 Tacoma Power shall have no obligation under this Agreement to make arrangements or pay under applicable tariffs or otherwise for transfer and ancillary services associated with the delivery of electricity and ancillary electrical products produced by the Facility.
- 3.1.3 Tacoma Power shall have no obligation under this Agreement to make arrangements for transmission, losses, and ancillary services associated with the use of the Tacoma Power Transmission System for the delivery of electricity and ancillary electrical products to the Facility.
- 3.1.4 Tacoma Power shall have no obligation under this Agreement to procure electricity and ancillary electrical products to satisfy the Facility Sponsor's

station service or other requirements.

- 3.1.5 Station Service is that power provided for local use at Project Sponsor's Facility to operate lighting, heat and auxiliary equipment. Alternate Station Service is a backup source of power, used only in emergency situations or during maintenance when primary Station Service is not available. Tacoma Power shall have no obligation under this Agreement to provide Station Service or Alternative Station Service. Station Service or Alternative Station Service to be provided by Tacoma Power, if any, shall be governed by terms set forth in a separate written agreement between Tacoma Power and the Facility Sponsor.
- 3.1.6 Tacoma Power makes no representations to the Facility Sponsor regarding the availability of transmission service on the Tacoma Power Transmission System, and the Facility Sponsor agrees that the availability of transmission service on the Tacoma Power Transmission System may not be inferred or implied from Tacoma Power's execution of this Agreement. If the Facility Sponsor wishes to obtain transmission service on the Tacoma Power Transmission System, the Facility Sponsor must request such service in accordance with the provisions of the Tariff.
- 3.2 Technical Standards. Details, specifications, requirements, and procedures that further expand on the general information set forth in this Article 3 and in those sections of this Agreement titled Operations, Maintenance, Emergencies, Safety, and Metering, can be found in Appendix B, Technical Standards, and Appendix C, Protection Standards.
- 3.3 Third Party Actions. The Facility Sponsor acknowledges and agrees that from time to time during the terms of this Agreement other persons may develop, construct and operate, or acquire and operate generating facilities in Tacoma Power's service territory, and construction or acquisition and operation of any



such facilities, and reservations by any such other persons of transmission service under the Tariff may adversely affect the Facility and the availability of transmission service for the Facility's electric output. The Facility Sponsor acknowledges and agrees that Tacoma Power has no obligation under this Agreement to disclose to the Facility Sponsor any information with respect to third party developments or circumstances, including the identity or existence of any such person or other facilities, except as may be required to comply with Article 4 or other provisions of this Agreement. Neither Party makes any guarantees to the other Party under this Agreement with respect to transmission service that is available under the Transmission or any other Tariff under which transmission service may be available to the Facility Sponsor or Tacoma Power.

- 3.4 Ancillary Services. Under normal operating conditions the Facility Sponsor shall provide reactive power as required by applicable provisions of this Agreement and Exhibit 1 at no cost to Tacoma Power. If the Facility Sponsor wishes to sell or self-provide any Ancillary Services as set forth in the Tariff or otherwise, and Tacoma Power is able to accommodate said request, then the Facility Sponsor shall install and maintain all equipment, and provide Tacoma Power with all data necessary to monitor, verify, and facilitate billing for any such Ancillary Services. Upon reasonable requests by Tacoma Power, the Facility Sponsor shall be required to test connected facilities to demonstrate and verify their ability to provide such Ancillary Services.

#### **ARTICLE 4**

#### **OPERATIONS**

- 4.0 Tacoma Power Obligations. Tacoma Power shall operate and control the Tacoma Power Transmission System in accordance with Good Utility Practice and the provisions of this Agreement.
- 4.1 Facility Sponsor Obligations. The Facility Sponsor shall operate and control the

Facility in accordance with Good Utility Practice and the provisions of this Agreement.

- 4.2 Access Rights. The Parties shall provide each other such easements and/or access rights as may be necessary for either Party's performance of its operational obligations under this Agreement; provided that, notwithstanding anything stated herein, a Party performing operational work within the boundaries of the other Party's facilities must abide by the rules applicable to that site.
- 4.3 Switching and Tagging Rules. The Parties shall abide by their respective Switching and Tagging Rules for obtaining clearances for work or for switching operations on equipment.
- 4.4 Reactive Power.
- 4.4.1 Obligation to Supply Reactive Power. The Facility Sponsor shall supply reactive power to the Tacoma Power Transmission System in accordance with Good Utility Practice and the requirements set forth in Section 4.4.2. The Facility Sponsor shall respond to requests from Tacoma Power to increase or decrease generator reactive power output in a manner consistent with the Facility Sponsor's obligations under Section 4.1.
- 4.4.2 Reactive Power Standards. The Facility power factor design limitation minimum requirement shall be a reactive power capability sufficient to maintain a composite power delivery at the Interconnection Point at a power factor as set forth in Appendix B. Under normal operating conditions, the Facility Sponsor shall operate the Facility to maintain a voltage schedule at the Interconnection Point as prescribed by the dispatcher (the "Tacoma Power Dispatcher") or designated representative within the Facility's power factor design limitations. In the event that the voltage schedule at the Interconnection Point cannot be or is not maintained within this requirement, Tacoma Power Dispatcher may request the Facility to be operated (within the design limitation of the equipment in operation at

the time) to produce its maximum available reactive power output (measured in MVAR) in order to achieve the prescribed voltage schedule, provided that Tacoma Power Dispatcher has requested other generating facilities and other reactive compensation resources in the affected area (including but not limited to Tacoma Power's facilities) to produce their maximum available reactive power output (measured in MVAR) in order to achieve the prescribed voltage schedule. The Facility Sponsor shall promptly comply with such requests made by Tacoma Power Dispatcher. In the event that under normal operating conditions the Facility is unable to consistently maintain a reactive power capability sufficient to maintain a composite power delivery at the Interconnection Point at a power factor set forth in Appendix B, the Facility Sponsor shall promptly take appropriate other steps to configure the Facility to meet such standards, including, as necessary, the installation of static and/or dynamic reactive power compensating devices. Tacoma Power shall maintain records of requests made by Tacoma Power Dispatcher, and records indicating actual responses to these requests, which records shall be subject to a third party independent audit at the Facility Sponsor's request and expense. The Facility Sponsor shall present to Tacoma Power any such request for an audit no later than twenty-four (24) months following a request by the Tacoma Power Dispatcher that the Facility produce its maximum available reactive power output.

- 4.4.3 Emergency. During an Emergency on the Tacoma Power Transmission System or on an adjacent transmission system, as declared by Tacoma Power Dispatcher, the Tacoma Power Dispatcher shall have the authority to direct the Facility Sponsor to increase or decrease real power production (measured in MW) and/or reactive power production (measured in MVAR), within the design and operational limitations of the Facility equipment in

operation at the time, in order to maintain reliable operations. In the event of such a declaration of an Emergency, determinations: (a) that the reliability of the Tacoma Power Transmission System is in jeopardy, and (b) that there is a need to increase or decrease reactive power production, even if real power production is adversely affected, will be made solely by the Tacoma Power Dispatcher or his or her designated representative. The Facility operator shall honor the Tacoma Power Dispatcher's orders and directives concerning Facility real power and/or reactive power output within the design limitations of the Facility's equipment in operation at the time, such that the reliability of the Tacoma Power Transmission System is maintained. Tacoma Power shall work expeditiously, in accordance with Good Utility Practice, to restore the Tacoma Power Transmission System conditions to normal.

- 4.5 Operating Expenses. Each Party shall be responsible for all expenses associated with (a) operating its own property, equipment, facilities, and appurtenances on its side of the Interconnection Point, and (b) operating its Interconnection Facilities.
- 4.6 Protection and System Quality. The Facility Sponsor shall, at its expense, provide, install, maintain, and operate, in accordance with Good Utility Practice, such System Protection Facilities, together with any additional protective or regulating devices, as are identified in Appendix C, Protection Standards, and as otherwise necessary to protect personnel and equipment and to minimize adverse impacts to Tacoma Power's electric service operations arising from the Facility. Any such System Protection Facilities and other protective or regulating devices that may be required on Tacoma Power's facilities in connection with the operation of the Facility shall be installed by Tacoma Power at the Facility Sponsor's expense.
- 4.6.1 Requirements for Protection. In compliance with the requirements set forth in Appendix C, Protection Standards, the Facility Sponsor shall, at its expense, provide, install, own, and maintain, in accordance with Good

Utility Practice, relays, circuit breakers, and all other devices necessary to promptly remove any fault contribution of the Facility to any short circuit occurring on the Tacoma Power Transmission System not otherwise isolated by Tacoma Power equipment. Such protective equipment shall include, without limitation, a disconnecting device or switch with load interrupting capability to be located between the Facility and the Tacoma Power Transmission System at an accessible, protected, and satisfactory site selected upon mutual agreement of the Parties. The Facility Sponsor shall be responsible for protection of the Facility and the Facility Sponsor's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. The Facility Sponsor shall be solely responsible for provisions to disconnect the Facility and the Facility Sponsor's other equipment when any of the foregoing (or other abnormal) conditions occur on the Tacoma Power Transmission System.

- 4.6.2 System Quality. The Facility Sponsor's facilities and equipment shall not cause excessive voltage excursions nor cause the voltage to drop below or rise above the range maintained by Tacoma Power without the Facility Sponsor's generation. The Facility Sponsor's facilities and equipment shall not cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as set forth in Appendix B, Technical Standards.
- 4.6.3 Inspection. Tacoma Power shall have the right, but shall have no obligation or responsibility to: (a) observe the Facility Sponsor's tests and/or inspection of any of the Facility Sponsor's System Protection Equipment; (b) review the settings of the Facility Sponsor's System Protection Equipment; and (c) review the Facility Sponsor's maintenance records relative to the Facility and/or the Facility Sponsor's System Protection

Equipment. The foregoing rights may be exercised by Tacoma Power from time to time as deemed necessary by Tacoma Power upon reasonable notice to the Facility Sponsor. However, the exercise or non-exercise by Tacoma Power of any of the foregoing rights of observation, review or inspection shall be construed neither as an endorsement or confirmation of any aspect, feature, element, or condition of the Facility or the Facility Sponsor's System Protection Equipment or the operation thereof, nor as a warranty as to the fitness, safety, desirability, or reliability of same.

4.7 Frequency Regulation. The Facility Sponsor shall, at its expense, install, maintain, and operate, in accordance with Good Utility Practice, such frequency regulation equipment as is identified in Appendix C.

4.8 Outages, Interruptions, and Disconnection.

4.8.1 Outage Authority and Coordination. In accordance with Good Utility Practice, each Party may, in close cooperation with the other, remove from service its facilities that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent the existence or imminence of an Emergency, the Party scheduling a removal of a facility from service shall use commercially reasonable efforts to schedule such removal on a date mutually acceptable to both Parties, in accordance with Good Utility Practice.

4.8.2 Procedures. The parties shall jointly develop, and Tacoma Power shall have the final approval of, a set of procedures in accordance with the provisions of Appendix B, to be followed when the Facility is disconnected from or reconnected to the Tacoma Power Transmission System. In addition to following said procedures, the Facility shall not be reconnected until such time as the Tacoma Power Dispatcher specifically approves energization.

4.8.3 Outage Restoration.

- 4.8.3.1 Unplanned Outage. In the event of an unplanned outage of a Party's facility that adversely affects the other Party's facilities, the Party that owns or controls the facility out of service shall use commercially reasonable efforts to promptly restore that facility to service in accordance with Good Utility Practice.
- 4.8.3.2 Planned Outage. In the event of a planned outage of a Party's facility that adversely affects the other Party's facilities, the Party that owns or controls the facility out of service shall use commercially reasonable efforts to promptly restore that facility to service in accordance with Good Utility Practice and in accordance with its schedule for the work that necessitated the planned outage.
- 4.8.4 Interruption. If at any time, in Tacoma Power's reasonable judgment exercised in accordance with Good Utility Practice, the continued operation of the Facility would cause an Emergency, Tacoma Power may curtail, interrupt, or reduce energy delivered from the Facility to the Tacoma Power Transmission System until the condition(s) that would cause the Emergency is corrected. Tacoma Power shall give the Facility Sponsor as much notice as is reasonably practicable of Tacoma Power's intention to curtail, interrupt, or reduce energy delivery from the Facility in response to a condition that would cause an Emergency and, where practicable, allow suitable time for the Facility Sponsor to remove or remedy such condition before any such curtailment, interruption, or reduction commences. In the event of any curtailment, interruption, or reduction, Tacoma Power shall promptly confer with the Facility Sponsor regarding the conditions that gave rise to the curtailment, interruption, or reduction, and Tacoma Power shall give the Facility Sponsor Tacoma Power's recommendation, if any, concerning the timely correction of such conditions. Consistent with Good Utility Practice, Tacoma Power shall promptly cease the curtailment,

interruption, or reduction of energy delivery when the condition that would cause the Emergency ceases to exist.

4.8.5 Disconnection.

4.8.5.1 Disconnection After Agreement Terminates. Upon termination of the Agreement by its terms, Tacoma Power may disconnect the Facility from the Tacoma Power Transmission System in accordance with a plan for disconnection upon which the Parties agree.

4.8.5.2 Disconnection in Event of Emergency. Subject to the provisions of Section 4.8.5.3, Tacoma Power or the Facility Sponsor shall have the right to disconnect the Facility without notice if, in Tacoma Power's or the Facility Sponsor's sole opinion, an Emergency exists and immediate disconnection is necessary to protect persons or property from damage or interference caused by the Facility Sponsor's connection or lack of proper or properly operating System Protection Equipment. For purposes of this Section 4.8.5.2, System Protection Equipment may be deemed by Tacoma Power to be not properly operating if Tacoma Power's review under this Agreement discloses irregular or otherwise insufficient maintenance on such System Protection Equipment or that maintenance records do not exist or are otherwise insufficient to demonstrate that adequate maintenance has been and is being performed. Consistent with Good Utility Practice, Tacoma Power shall promptly allow reconnection when the condition that caused or would cause the Emergency ceases to exist.

4.8.5.3. Disconnection After Underfrequency Load-Shed Event. NERC Planning Criteria require the interconnected transmission system frequency be maintained between 59.95 Hz and 60.05 Hz. In the



event of an underfrequency system disturbance, the Tacoma Power Transmission System is designed to automatically activate a load-shed program. Connected generating facilities receiving power from Tacoma Power Transmission System may set a higher underfrequency relay set point if necessary to protect facilities and equipment.

- 4.8.6 Continuity of Service. Notwithstanding any other provision of this Agreement, Tacoma Power shall not be obligated to accept, and Tacoma Power may require the Facility Sponsor to curtail, interrupt or reduce, deliveries of energy if such delivery of energy impairs Tacoma Power's ability to construct, install, repair, replace or remove any of its equipment or any part of its system or if Tacoma Power determines that curtailment, interruption or reduction is necessary because of Emergencies, forced outages, operating conditions on its system, or any reason otherwise permitted by applicable rules or regulations promulgated by a regulatory agency having jurisdiction over such matters or by applicable requirements of WECC or NERC. The Parties shall coordinate, and if necessary negotiate in good faith, the timing of such curtailments, interruptions, reductions or deliveries with respect to maintenance, investigation or inspection of Tacoma Power's equipment or system. Except in case of Emergency, Tacoma Power shall make good faith efforts to give the Facility Sponsor reasonable prior notice of any curtailment, interruption or reduction, including the reason for its occurrence and its probable duration, in order not to interfere unreasonably with the Facility Sponsor's operations.

**ARTICLE 5**  
**MAINTENANCE**

- 5.0 Tacoma Power Obligations. Tacoma Power shall maintain its Transmission System, to the extent it might reasonably be expected to have an impact on the operation of the Facility in accordance with Good Utility Practice and the provisions of this Agreement.
- 5.1 Facility Sponsor Obligations. The Facility Sponsor shall maintain its facilities and equipment, to the extent they might reasonably be expected to have an impact on the operation of the Tacoma Power Transmission System, in accordance with Good Utility Practice and the provisions of this Agreement.
- 5.2 Access Rights. The Parties shall provide each other such easements and/or access rights as may be necessary for either Party's performance of its maintenance obligations under this Agreement; provided that, notwithstanding anything stated herein, a Party performing maintenance work within the boundaries of the other Party's facilities must abide by the rules applicable to that site.
- 5.3 Maintenance Expenses. Each Party shall be responsible for all expenses associated with (a) maintaining its own property, equipment, facilities, and appurtenances on its side of the Interconnection Point; and (b) maintaining its Interconnection Facilities.
- 5.4 Coordination. The Parties agree to confer regularly to coordinate the planning and scheduling of preventive and corrective maintenance. Each Party shall conduct preventive and corrective maintenance activities as planned and scheduled in accordance with this section.
- 5.5 Inspections and Testing. Each Party shall perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued connection of the Facility with the Tacoma Power Transmission System in accordance with Good Utility Practice.
- 5.6 Right to Observe Testing. Each Party shall, at its own expense, have the right to

observe the testing of any of the other Party's facilities and equipment whose performance may reasonably be expected to affect the reliability of the observing Party's facilities and equipment. Each Party shall notify the other Party in advance of its performance of tests of its facilities and equipment, and the other Party may have a representative attend and be present during such testing.

- 5.7 Cooperation. Each Party agrees to cooperate with the other in the inspection, maintenance, and testing of those Secondary Systems directly affecting the operation of its facilities and equipment that may reasonably be expected to affect the facilities and equipment of other Party. Each Party shall provide advance notice to the other Party before undertaking any work in these areas, especially in electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.
- 5.8 Observation of Deficiencies. If a Party observes any deficiencies or defects on, or becomes aware of a lack of scheduled maintenance and testing with respect to, the other Party's facilities and equipment that might reasonably be expected to adversely affect the observing Party's facilities and equipment, the observing Party shall provide notice to the other Party that is prompt under the circumstance, and the other Party shall make any corrections required in accordance with Good Utility Practice.

## ARTICLE 6

### EMERGENCIES

- 6.0 Obligations Related to Emergencies. Each Party agrees to comply with NERC and WECC Emergency procedures and Tacoma Power and Facility Sponsor Emergency procedures, as applicable, with respect to Emergencies.
- 6.1 Notice of Emergencies. Tacoma Power shall provide the Facility Sponsor with oral notification that is prompt under the circumstances of an Emergency that may reasonably be expected to affect the Facility Sponsor's operation of the Facility, to

the extent Tacoma Power is aware of the Emergency. The Facility Sponsor shall provide Tacoma Power with oral notification that is prompt under the circumstances of an Emergency that may reasonably be expected to affect the Tacoma Power Transmission System, to the extent the Facility Sponsor is aware of the Emergency. To the extent the Party becoming aware of an Emergency is aware of the facts of the Emergency, such notification shall describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken and/or to be taken, and shall be followed as soon as practicable with written notice.

- 6.2 Immediate Action. In the event of an Emergency, the Party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, and loss. If the Facility Sponsor has identified an Emergency involving the Tacoma Power Transmission System, the Facility Sponsor shall obtain the consent of Tacoma Power personnel prior to manually performing any switching operations unless, in the Facility Sponsor's reasonable judgment, immediate action is required.
- 6.3 Tacoma Power Authority. Tacoma Power may, consistent with Good Utility Practice, take whatever actions or inactions with regard to the Tacoma Power Transmission System that Tacoma Power deems necessary during an Emergency in order to: (a) preserve public health and safety; (b) preserve the reliability of the Tacoma Power Transmission System; (c) limit or prevent damage; and (d) expedite restoration of service. Tacoma Power shall use commercially reasonable efforts to minimize the effect of such actions or inactions on the Facility.
- 6.4 Facility Sponsor Authority. The Facility Sponsor may, consistent with Good Utility Practice, take whatever actions or inactions with regard to the Facility that the Facility Sponsor deems necessary during an Emergency in order to: (a) preserve public health and safety; (b) preserve the reliability of the Facility; (c)

limit or prevent damage; and (d) expedite restoration of service. The Facility Sponsor shall use commercially reasonable efforts to minimize the effect of such actions or inactions on the Tacoma Power Transmission System.

- 6.5 Reclosure Following Disconnection. If, for any reason, the Facility is disconnected from the Tacoma Power Transmission System, any switching device used to disconnect the Facility from the Tacoma Power Transmission System shall remain open until Tacoma Power approves the reclosure. Specific procedures and requirements for reclosure, including necessary synchronization, are set forth in Appendix B.
- 6.6 Audit Rights Related to Emergencies. Each Party shall keep and maintain record of actions taken during an Emergency that may reasonably be expected to affect the other Party's facilities and make such records available for third party independent audit upon the request and expense of the Party affected by such action. Any such request for an audit must be no later than twenty-four (24) months following the action taken.

## **ARTICLE 7**

### **SAFETY**

- 7.0 General. Tacoma Power and the Facility Sponsor agree that all work performed by either Party that may reasonably be expected to affect the other Party shall be performed in accordance with Good Utility Practice and all applicable laws, regulations, and other requirements pertaining to the safety of persons or property. A Party performing work within the boundaries of the other Party's facilities must abide by the safety rules applicable to the site.
- 7.1 Environmental Releases. Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities, to the extent any of the foregoing may reasonably be expected to affect the other Party, as soon as possible

but not later than twenty-four (24) hours after the Party becomes aware of the occurrence, and shall promptly furnish to the other Party copies of any reports filed with any governmental agencies addressing such events.

## ARTICLE 8

### SYSTEM UPGRADES, CONSTRUCTION AND MODIFICATIONS

8.0 System Upgrades. Tacoma Power shall perform, and the Facility Sponsor shall bear the reasonable cost of, any System Upgrades.

8.1 Construction.

8.1.1 Facility and Equipment Design and Construction. The Facility Sponsor shall, at its sole expense, design, construct, and install the Facility and all equipment needed to interconnect the Facility with the Tacoma Power Transmission System. The Facility Sponsor's Interconnection Facilities and equipment shall satisfy all requirements of applicable safety, reliability, and/or engineering codes, including Tacoma Power's, and further, shall satisfy all requirements of any duly-constituted regulatory authority having jurisdiction. The Facility Sponsor shall submit all specifications for the Facility Sponsor's Interconnection Facilities and equipment, including System Protection Facilities, to Tacoma Power for review at least ninety (90) days prior to interconnecting such Interconnection Facilities and equipment with the Tacoma Power Transmission System to enable Tacoma Power to assess whether such Interconnection Facilities and equipment are consistent with operational control, reliability and/or safety standards or requirements of Tacoma Power. Tacoma Power's review of the Facility Sponsor's specifications shall not be construed as either confirming or endorsing the design, or as any warranty as to fitness, safety, durability or reliability of, the Facility Sponsor's Interconnection Facilities or other equipment. Tacoma Power shall not, by reason of such review or failure to

review, be responsible for details of design, adequacy, or capacity of the Facility Sponsor's Interconnection Facilities or other equipment, and any Tacoma Power acceptance shall not be deemed to be an endorsement of any facility or equipment. The Facility Sponsor agrees to make and pay for ongoing changes to its Interconnection Facilities and other equipment as may be reasonably required to meet changing requirements of NERC and WECC standards, and any reasonable changes to Tacoma Power requirements.

- 8.1.2 Drawings. Subject to the requirements of Article 19, promptly upon completion of any construction or modification to the Facility Sponsor's facilities and equipment that may reasonably be expected to affect the Tacoma Power Transmission System, and in any case no later than ninety (90) days thereafter, the Facility Sponsor shall issue "as built" drawings to Tacoma Power, unless the Parties reasonably agree that such drawings are not necessary.
- 8.2 Modifications. Subject to the conditions set forth in Section 3.1 herein, either Party may undertake modifications to its facilities. In the event a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide the other Party with sufficient information regarding such modification, including, without limitation, the information required in accordance with Article 11, so that the other Party can evaluate the potential impact of such modification prior to commencement of the work. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) days in advance of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld or delayed.

## **ARTICLE 9**

### **METERING**

- 9.0 General. Tacoma Power shall, at the Facility Sponsor's expense provide, install, own, maintain, and calibrate Metering Equipment necessary to meter the electrical output of the Facility and otherwise satisfy obligations under this Agreement as set forth in Appendix A. If necessary, Metering Equipment shall be either located or adjusted, at Tacoma Power's option, in such manner to account for any transformation or connection losses between the location of the meter and the Interconnection Point. All expenses associated with Metering Equipment and providing metering data shall be itemized on Tacoma Power's invoices to the Facility Sponsor.
- 9.1 Testing of Metering Equipment. Tacoma Power shall, at the Facility Sponsor's expense, inspect, test, and calibrate all Interconnection Point Metering Equipment upon installation and at least once every two years thereafter. If requested to do so by the Facility Sponsor, Tacoma Power shall, at the Facility Sponsor's expense, inspect or test Metering Equipment more frequently than every two years. Tacoma Power shall give reasonable notice of the time when any inspection or test shall take place, and the Facility Sponsor may have representatives present at the test or inspection. If Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at the Facility Sponsor's expense, in order to provide accurate metering. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies, by an amount determined by Tacoma Power standards, from the measurement made by the standard meter used in the test, adjustment shall be made correcting all measurements made by the inaccurate meter: (a) for the actual period during which inaccurate measurements were made, if the period can be determined, or (b) if the period during which inaccurate measurements were made cannot be determined, for the period immediately preceding the test of the Metering



Equipment equal to one-half the time from the date of most recent test of the Metering Equipment; provided that the period covered by the correction shall not exceed six months.

9.3 Metering Data. Unless the Parties have made other arrangements, if hourly and/or daily energy readings are available and if such data are requested by Tacoma Power, the Facility Sponsor shall report same to Tacoma Power's representatives as designated pursuant to Article 22, by telephone or electronically or as the Parties otherwise agree, on a schedule to be agreed upon. At the Facility Sponsor's expense, the Facility Sponsor's metered data shall be telemetered to a location designated by Tacoma Power and one or more locations designated by the Facility Sponsor.

9.4 Communications.

9.4.1 At the Facility Sponsor's expense, the Facility Sponsor shall maintain satisfactory operating communications with the Tacoma Power Dispatcher or representative, as designated by Tacoma Power. The Facility Sponsor shall provide standard voice and facsimile communications at its Facility control room through use of the public telephone system. The Facility Sponsor shall also provide data communications as reasonably specified by Tacoma Power. The data circuit(s) shall extend from the Facility to a location(s) specified by Tacoma Power. Any required maintenance of such operating and data communications equipment shall be performed at the Facility Sponsor's expense, but may be performed by the Facility Sponsor or by Tacoma Power. Operational communications shall be activated and maintained with respect to, but shall not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, facility maintenance, equipment clearances, and hourly and daily load data.

9.4.2. A Remote Terminal Unit ("RTU") or equivalent data collection and transfer equipment acceptable to both Parties shall be installed by the Facility

Sponsor, or by Tacoma Power at the Facility Sponsor's expense, to gather accumulated and instantaneous data (including, but not limited to, bi-directional analog real power and reactive power flow information) to be telemetered to a location(s) designated by Tacoma Power through the data communications capability required by Section 9.4.1. The Facility Sponsor shall install or facilitate installation of such equipment as soon as practicable following the effective date of this Agreement, provided that installation shall be accomplished within a time period of no more than one hundred eighty (180) days following notice by Tacoma Power and prior to initial operation of the Interconnection Facilities. Tacoma Power shall specify the communication protocol for data communications equipment required under this Agreement.

## **ARTICLE 10**

### **INABILITY TO COMPLY AND FORCE MAJEURE**

- 10.0 Notice of Related to Inability to Comply and Force Majeure If Applicable. Each Party shall, as promptly as feasible after determining that it is unable to comply, notify the other Party when it becomes aware of its inability to comply with the provisions of this Agreement. The Party giving notice shall provide necessary information regarding such inability to comply, including, but not limited to, the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Initial notice may be in writing or by telephone but, if by telephone, shall be followed as promptly as feasible with written confirmation. If a Party's inability to comply is due to Force Majeure, the notice shall include in reasonable detail a description of the circumstances giving rise to the Force Majeure. The Parties agree to cooperate with each other in seeking to remedy, as expeditiously as feasible, the inability of either Party to comply with this Agreement.

- 10.1 Effect of Force Majeure. A Party shall not be in breach of this Agreement for a failure to comply that is due to Force Majeure, provided that such Party (a) attempts in good faith to remedy or remove the conditions giving rise to the Force Majeure as expeditiously as feasible, (b) shall be excused only for the duration of and to the extent necessitated by the Force Majeure. Nothing in this Article 10 shall require a Party to settle a labor disturbance on terms unacceptable to it.

## **ARTICLE 11**

### **INFORMATION REPORTING**

- 11.0 Information Reporting Obligations. Each Party shall, in accordance with Good Utility Practice, promptly provide to the other Party all relevant information, documents, or data regarding the Party's facilities and equipment which may reasonably be expected to pertain to the reliability of the other Party's facilities and equipment and which has been reasonably requested by the other Party.

## **ARTICLE 12**

### **PAYMENTS AND BILLING PROCEDURES**

- 12.0 General. Within a not more than sixty (60) days following the date of incurrence or performance, each Party shall prepare and deliver to the other Party an invoice for any expenses incurred or services rendered for which payment is due from the other Party under this Agreement.
- 12.1 Invoice. Each invoice shall delineate the month in which the expenses were incurred or services were provided and shall be itemized to reflect and fully describe the expenses incurred or services rendered.
- 12.2 Payment. Any invoice delivered pursuant to this Agreement shall be paid within thirty (30) calendar days of delivery. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party.

- 12.3 Payment Disputes. In the event of a billing dispute between Tacoma Power and the Facility Sponsor, each Party shall continue to provide services and pay all invoices on or before the invoice payment due date. If the dispute is resolved in favor of the Party disputing payment, the Party required to return disputed amounts shall, within thirty (30) days of resolution of the dispute, make payment with interest as calculated in accordance with Section 12.5.
- 12.4 Payment Not Waiver. Payment of an invoice shall not relieve the paying Party from any other responsibilities or obligations it has under this Agreement, nor shall such payment constitute a waiver of any claims arising hereunder.
- 12.5 Interest. Interest on any unpaid amounts, including disputed amounts, shall be calculated using an interest rate equal to 1.5% per month, not to exceed the maximum rate allowed by applicable law. Interest on unpaid amounts shall be calculated from the due date of the invoice to the date of payment. When payments are made by mail, invoices shall be considered as having been paid on the date of receipt by the other Party.
- 12.6 Collection Expenses. The prevailing Party shall be entitled to payment from the other Party for the costs of collecting amounts due under this Agreement, including attorney fees and expenses and the expenses of arbitration.

### **ARTICLE 13**

#### **ASSIGNMENT**

- 13.0 Assignment; Successors and Assigns. The Facility Sponsor shall not assign, transfer or otherwise dispose of any of the privileges granted under this Agreement without the written consent of Tacoma Power. Consents to assignments or transfer requests shall not be unreasonably delayed or denied. Transfer of the Facility Sponsor's ownership does not entitle new owners to transfer of this Agreement without the written consent of Tacoma Power. Under no circumstances shall any sale, transfer or assignment relieve the transferor or

assignor of any liability for any Breach of or Default under this Agreement occurring before the effective date of such transfer or assignment.

Notwithstanding the foregoing, the Facility Sponsor or its assignee may grant a collateral interest in this Agreement to the persons, entities or institutions providing financing or refinancing for the development, design, construction or operation of the Facility and if the Facility Sponsor provides notice thereof to Tacoma Power, Tacoma Power shall provide notice and reasonable opportunity for such lenders to cure any Default under this Agreement. Tacoma Power shall, if requested by such lenders, execute its standard documents and certificates as may be requested with respect to the assignment and status of this Agreement, provided such documents do not change the rights of Tacoma Power under this Agreement except with respect to providing notice and reasonable opportunity to cure. In the event of any foreclosure by such lenders, the purchasers at such foreclosure, or any subsequent purchaser, shall upon request, be entitled to the rights and benefits of (and be bound by) this Agreement so long as it is an Eligible Customer under the Tariff.

#### **ARTICLE 14**

#### **INSURANCE**

14.0 Minimum Insurance Requirements. Without limiting any obligations or liabilities under this Agreement, the Facility Sponsor shall, at its expense, provide and maintain in effect for the life of this Agreement, minimum insurance coverage (in any combination of primary and excess layers), as follows:

14.0.1 Workers' compensation insurance in accordance with all applicable state, federal, and maritime laws, including employer's liability insurance in the amount of \$1,000,000 per accident. Policy shall be endorsed to include a waiver of subrogation in favor of Tacoma Power.

14.0.2 Commercial general liability insurance, including contractual liability

coverage for liabilities assumed under this Agreement, and personal injury coverage in the amount of \$25,000,000 per occurrence for bodily injury and property damage. Policy shall be endorsed (substantially in the form shown in Exhibit 4) to include Tacoma Power as an additional insured.

- 14.1 Notice of Cancellation; Certificates. All policies of insurance required under this Agreement shall provide for 30 days prior written notice to Tacoma Power of cancellation, or material adverse change. Prior to the date the Facility is first operated in parallel with the Tacoma Power Transmission System and annually thereafter during the term of this Agreement, the Facility Sponsor shall further Certificates of Insurance to Tacoma Power.

## **ARTICLE 15**

### **INDEMNIFICATION, LIMITATION OF LIABILITY, AND DISCLAIMER OF WARRANTIES**

- 15.0 Indemnification. The Facility Sponsor agrees to fully indemnify, defend and hold harmless Tacoma Power, and its commissioners, directors, officers, managers, employees, agents, representatives, and servants, from and against any and all claims, demands, liability, losses, damage, costs or expenses (including attorneys' fees and other costs of defense), of any nature or kind whatsoever, including, but not limited to, claims, demands and/or liability for personal injury to (including death of) any person whomsoever (including payments and awards made to the Facility Sponsor's employees or other under any workers' compensation law or under any plan for employees' disability and death benefits), and for damage to any property whatsoever (including the Facility and the Tacoma Power Transmission System) arising out of, resulting from or related to the use, ownership, maintenance, or operation of the Facility or the Facility Sponsor's Interconnection Facilities, regardless of whether such claims, demands or liability are alleged to have been caused by negligence or to have arisen out of Tacoma

Power's status as the owner or operator of facilities involved; provided, however, that the provisions of this paragraph shall not apply if any such personal injury or property damage is held to have been caused by the sole negligence or intentional wrongdoing of Tacoma Power, its agents or employees. The Facility Sponsor recognizes that it is waiving immunity under Washington Industrial Insurance law, Title 51 RCW, and further agrees that this indemnification clause has been mutually negotiated. This indemnification shall extend to and include attorney's fees and the costs of establishing the right of indemnification hereunder in favor of Tacoma Power.

- 15.1 Limitation of Liability. Tacoma Power shall not be liable pursuant to statute, contract, in tort (including negligence), strict liability, or otherwise to the Facility Sponsor, its agents, representatives, its affiliated and associated companies, and/or its assigns, for any indirect, incidental or consequential loss or damage whatsoever, including, but not limited to, loss of profits or revenue on work not performed, for loss of use of or under-utilization of the Facility, or loss of use of revenues or loss of anticipated profits, resulting from Tacoma Power's performance or non-performance of an obligation imposed on it by this Agreement.
- 15.2 Disclaimer of Warranties. Tacoma Power makes no warranty or representation whatsoever regarding the accuracy, completeness, or usefulness of the Interconnection Service provided hereunder (including any equipment or materials ordered and/or purchased hereunder), and Tacoma Power expressly disclaims any and all warranties, whether expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Tacoma Power's provision of the Interconnection Service shall not be construed as confirming or endorsing the suitability of the Interconnection Service, or as any warranty of safety, durability, reliability or efficacy of the Interconnection Service for any use or purpose.

## ARTICLE 16

### BREACH, CURE AND DEFAULT

- 16.0 General. A breach of this Agreement (“Breach”) shall occur upon the failure by a Party to perform or observe any material term or condition of this Agreement. A default of this Agreement (“Default”) shall occur upon the failure of a Party in Breach of this Agreement to cure such Breach in accordance with the provisions of Section 16.3.
- 16.1 Events of Breach. A Breach of this Agreement shall include, but not be limited to:
- (a) The failure to pay any amount when due;
  - (b) The failure to comply with any material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty or covenant made in this Agreement;
  - (c) A Party’s: (1) becoming insolvent; (2) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any similar law; (3) making a general assignment for the benefit of its creditors; or (4) consenting to the appointment of a receiver, trustee or liquidator;
  - (d) Assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
  - (e) Failure of either Party to provide such access rights, or a Party’s attempt to revoke or terminate such access rights, as provided under this Agreement;  
or
  - (f) Failure of either Party to provide information or data to the other Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.



- 16.2 Continued Operation. In the event of a Breach by either Party, the Parties shall continue to operate and maintain, as applicable, such System Protection Facilities, Metering Equipment, telemetering equipment, SCADA equipment, transformers, Secondary Systems, communications equipment, building facilities, software, documentation, structural components, and other facilities and appurtenances that are reasonably necessary for Tacoma Power to operate and maintain the Tacoma Power Transmission System, or for the Facility Sponsor to operate and maintain the Facility, in accordance with Good Utility Practice.
- 16.3 Cure and Default. Upon the occurrence of an event of Breach, the Party not in Breach (hereinafter the “Non-Breaching Party”), when it becomes aware of the Breach, shall give written notice of the Breach to the Breaching Party (the “Breaching Party”) and to any other person the Non-Breaching Party has agreed in advance to notify of Breach. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach. Upon receiving written notice of the Breach hereunder, the Breaching Party shall have thirty (30) days to cure such Breach. If the Breach is such that it cannot be cured within thirty (30) days, the Breaching Party shall commence in good faith all steps as are reasonable and appropriate to cure the Breach within such thirty (30) day time period and thereafter diligently pursue such action to completion. In the event the Breaching Party fails to cure the Breach, or to commence reasonable and appropriate steps to cure the Breach, within thirty (30) days of receiving written notice of the Breach, the Breaching Party shall be in Default of the Agreement.
- 16.4 Remedies. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to: (a) commence an action to require the Defaulting Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; (b) reimbursement by Defaulting Party for any fines, other monetary penalties, and expenses incurred by

non-Defaulting Party as a result of such Default; and (c) exercise such other rights and remedies as it may have in equity or at law. If, in Tacoma Power's opinion, a Default or series of Defaults by the Facility Sponsor are of sufficient magnitude, frequency, or duration as to inhibit the ability of either Tacoma Power's, or any other entity interconnected to Tacoma Power's Transmission System, to operate in accordance with Good Utility Practice, then Tacoma Power may disconnect the Facility until such time as the Default has been corrected, or, if this Agreement is terminated before such Default has been corrected, such disconnection shall be permanent.

## **ARTICLE 17**

### **TERMINATION OF INTERCONNECTION SERVICE**

- 17.0 Expiration of Term. Except as otherwise specified in this Article 17, Interconnection Service for the Facility terminates at the conclusion of the term of this Agreement stated in Article 2 of this Agreement.
- 17.1 Termination for Default. A Party may terminate this Agreement upon the Default of other Party. Subject to the limitations set forth in Section 16.3, in the event of a Default, a non-Defaulting Party may terminate this Agreement upon written notice of termination to the other Party.
- 17.2 Survival of Rights and Obligations. The applicable provisions of this Agreement shall continue in effect after termination, expiration, or cancellation hereof to the extent necessary to provide for final billings, billing adjustments, and the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect. The termination, expiration, or cancellation of this Agreement shall not relieve either Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as it deems necessary or desirable to enforce its rights

hereunder.

**ARTICLE 18**  
**SUBCONTRACTING**

- 18.0 General. Nothing in this Agreement shall prevent a Party from utilizing the services of such subcontractors as is deems appropriate to perform its obligations under this Agreement; provided, however, that (a) the use of a subcontractor shall not relieve a Party of any of its obligations under this Agreement or from liability for any Breach or Default resulting from the acts or omissions of a subcontract, and (b) each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services,.
- 18.1 Responsibility of Hiring Party. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. Each Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 18.2 No Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement and nothing in this Agreement shall grant to any person rights as a third-party beneficiary.
- 18.3 No Limitation by Insurance. Neither any insurance carried by a subcontractor, nor any coverage limits applicable to any insurance carried by a subcontractor, shall in any way limit the obligations set forth in this Article 18.

**ARTICLE 19**  
**CONFIDENTIALITY**

- 19.0 Term of Confidentiality Obligations. During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Article 19, a receiving Party shall hold in confidence and shall not disclose to any person Confidential Information of the disclosing Party.
- 19.2 Release of Confidential Information. A receiving Party shall not release or disclose Confidential Information of the disclosing Party to any other person, except that a receiving Party may disclose Confidential Information of the disclosing Party to its employees, consultants or to parties who may be or considering providing financing to or equity participation with the Facility Sponsor, on a need-to-know basis in connection with this Agreement, provided that such person has first been advised of the confidentiality provisions of this Article 19 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall be liable for any release of Confidential Information in contravention of this Article 19.
- 19.3 Retention of Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.
- 19.4 No Warranties. By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.
- 19.5 Standard of Care. A receiving Party shall use at least the same standard of care to

protect Confidential Information of the disclosing Party as that it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information of the other Party solely to fulfill its obligations to the other Party under this Agreement and as necessary to comply with applicable laws and regulations.

- 19.6 Order of Disclosure. If a court or a government agency or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the reasonable opinion of its counsel, the Party is legally compelled to disclose. Each Party will use reasonable effort to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.
- 19.7 Return or Destruction Upon Termination of Agreement. Upon termination of this Agreement for any reason, each Party shall, within ten days of receipt of a written request from the other Party, use reasonable efforts to destroy, erase, or delete (with such destruction, erasure and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.
- 19.8 Remedies Related to Confidential Information. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's breach of its obligations under this Article 19. Each Party accordingly agrees that a Party that discloses Confidential Information shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party breaches or threatens to breach its

obligations under this Article 19, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed to be an exclusive remedy for the breach of this Article, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. Neither Party, however, shall be liable for indirect, incidental, consequential, or punitive damages of any nature or kind resulting from or arising in connection with this Article 19.

## **ARTICLE 20**

### **AUDIT RIGHTS**

20.0 Audit of Records Pertaining to Agreement. Subject to the requirements of Article 19 of the Agreement, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit the other Party's accounts and records pertaining to such Party's performance and/or satisfaction of obligations arising under this Agreement. Said audit shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this Agreement.

## **ARTICLE 21**

### **DISPUTES**

21.0 Submission. Any claim or dispute one Party may have against the other arising out of the Agreement shall be submitted in writing to the other Party not later than the latter of one hundred eighty (180) days after the circumstances which gave rise to the claim or dispute have taken place or one hundred eighty (180) days of discovery of such circumstances. The submission of any claim or dispute shall

include a concise statement of the question or issue in dispute, together with relevant facts and documentation to fully support the claim.

21.1 Dispute Resolution. The Parties shall exercise reasonable efforts to resolve a dispute. Disputes shall initially be referred to the Chief Executive Officer of the Facility Sponsor, or a designee, and the Superintendent of Tacoma Power, or a designee, for good faith consultation and discussion endeavoring to reach amicable settlement within fifteen days of written notice by either Party to the other notifying that Party of the existence of said dispute. Should these discussions fail, either Party may, subject to Section 21.2, initiate binding arbitration, to be held in Tacoma, Washington, for the purpose of resolving a dispute under this Agreement. The parties should attempt to agree on the arbitrator, and if no agreement can be reached, the Presiding Judge of Pierce County Superior Court shall select the arbitrator. Discovery shall be allowed to the same extent and manner permitted by the Washington State Superior Court Civil Rules. The arbitrator shall have authority to decide any and all issues in dispute, provided that (a) the arbitrator shall have no power to modify or disregard the terms of this Agreement, and (b) all issues of law shall be subject to review and vacation by application to Superior Court within thirty (30) days of the arbitrator's decision. Either Party shall be entitled to seek injunctive relief prior to and pending arbitration. Except as expressly set forth herein, Chapter 7.04A RCW shall be applicable to the arbitration. The substantially prevailing party in any litigation/arbitration arising hereunder shall be entitled to its reasonable attorney's fees and court/arbitration costs, including appeals, if any.

21.2 Exception for Claims Over Fifty Thousand Dollars. Notwithstanding the provisions of Section 21.1, for disputes in excess of \$50,000.00, either Party may terminate its participation in binding arbitration prior to the entry of judgment upon the decision of an arbitrator and proceed to submit such claim or dispute for decision by a Pierce County, Washington court of competent jurisdiction.

**ARTICLE 22**  
**NOTICES**

22.0 Delivery of Notices. Any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party to the other may be so given, tendered or delivered, as the case may be, by depositing the same in any United States Post Office with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out below:

**To Tacoma Power:**

Tacoma Power  
Attn: Transmission and Distribution Manager  
3628 South 35<sup>th</sup> Street  
Tacoma, Washington 98409-3192

**To the Facility Sponsor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_



## ARTICLE 23

### MISCELLANEOUS

- 23.0 Waiver. Any waiver at any time by either Party of its rights with respect to a Default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver or continuing waiver with respect to any subsequent Default or other matter.
- 23.1 Governing Law. This Agreement shall be interpreted, governed by, and construed under the laws of the State of Washington, exclusive of provisions pertaining to choice of law. The parties agree and stipulate that in the event any litigation occurs concerning or arising out of this Agreement, the sole venue of any legal action shall be the Pierce County Superior Court of the State of Washington.
- 23.2 Headings Not to Affect Meaning. The descriptive headings of the various sections and articles of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions hereof.
- 23.3 Amendments. Nothing contained in this Agreement shall be construed as affecting in any way the right of Tacoma Power to at any time change, add to, or remove provisions of the Tariff.
- 23.4 Entire Agreement. This Agreement, including the attachments, exhibits, and appendices hereto and those contained in that document titled Tacoma Power Facility Connection Requirements, constitutes the entire agreement between the Parties with respect to its subject matter. Any and all previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are hereby superseded. If any term, condition or provision part of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not effect any other provisions hereof and all other provisions shall continue in full force and effect and shall be binding upon the Parties.
- 23.5 Binding Effect. This Agreement and the rights and obligations hereof, shall be

binding upon and shall inure to the benefit of the successors and permitted assigns  
of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly  
executed by their duly authorized officers on the day and year first above written.

WITNESSES:

CUSTOMER NAME

TACOMA POWER

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_