

**CITY OF SEATTLE**

**ORDINANCE** 126195

**COUNCIL BILL** 119899

AN ORDINANCE relating to the City Light Department; amending Section 21.49.125 of the Seattle Municipal Code; updating the City Light Department’s Open Access Transmission Tariff and rates to meet changes in costs and regulations.

WHEREAS, the City Light Department (“City Light”) has committed to voluntarily provide transmission service to eligible customers since passage of the Federal Energy Policy Act of 1992; and

WHEREAS, City Light supports federal policies regarding open access to the interstate transmission system; and

WHEREAS, in 2009, City Light established an Open Access Transmission Tariff (OATT) based on the Federal Energy Regulatory Commission’s (“FERC”) *Pro Forma* Open Access Transmission Tariff (“Pro Forma”); and

WHEREAS, City Light’s revisions to 2009 OATT terms and conditions account for City Light participation in the California Independent System Operator (“CAISO”) Energy Imbalance Market (“EIM”) and adopt appropriate Pro Forma revisions; and

WHEREAS, City Light’s revisions to 2009 OATT rates and charges reflect 2018 financials and consistency with FERC’s Pro Forma rate methodology; and

WHEREAS, the 2020 OATT will continue to provide comparable terms, conditions, and pricing to transmission services that City Light provides itself; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. Section 21.49.125 of the Seattle Municipal Code, enacted by Ordinance 123125, is amended to read as follows:

1 **21.49.125 Open Access transmission tariff, rates, and interconnection procedures**  
2 **(Schedules 1 through 10, Attachments A, B, C, D, E F, J, K, L, M, O)**

3 The Department shall offer an open access transmission tariff (“OATT”). Due to the excessive  
4 length of the OATT, it is not codified. (~~However, a copy of the OATT, including its Schedules 1~~  
5 ~~through 9, Attachments A through L, and Generator Interconnection Procedures and~~  
6 ~~Agreements, is available at the Seattle City Clerk’s Office and can also be found on the~~  
7 ~~Department’s public web page.)) Schedules 1 through 10 of the OATT are available to Eligible  
8 Customers as defined in Subsection 1.25 of the tariff.~~

9 Section 2. The General Manager and Chief Executive Officer of the City Light  
10 Department (“City Light”) shall issue and administer the 2020 Open Access Transmission Tariff  
11 (OATT). As such, the General Manager and Chief Executive Officer may revise terms and  
12 conditions of the OATT as necessary or convenient to preserve and enhance reliability,  
13 accommodate changes to industry standards and business practices, and meet obligations under  
14 state and federal laws and regulations.

15 Section 3. Due to the length of the OATT, the complete text of the tariff is posted  
16 electronically on Seattle.gov.

17 Section 4. The Seattle City Council delegates authority to City Light, as the Transmission  
18 Provider, to create rules and regulations regarding the OATT and to modify the OATT as  
19 needed. The General Manager and Chief Executive Officer of City Light is authorized to execute  
20 Generator Interconnection Agreements in the form attached to the OATT.

1 Section 5. Sections 1 through 4 of this ordinance shall take effect and be in force on  
2 January 1, 2021.

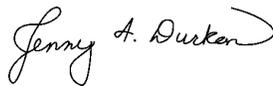
3 Section 6. This ordinance shall take effect and be in force 30 days after its approval by  
4 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
5 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

6 Passed by the City Council the 5th day of October, 2020,  
7 and signed by me in open session in authentication of its passage this 5th day of  
8 October, 2020.



9 \_\_\_\_\_  
10 President \_\_\_\_\_ of the City Council

11 Approved by me this 8th day of October, 2020.



12 \_\_\_\_\_  
13 Jenny A. Durkan, Mayor

14 Filed by me this 8th day of October, 2020.



15 \_\_\_\_\_  
16 Monica Martinez Simmons, City Clerk

17 (Seal)

**SEATTLE CITY LIGHT  
PRO FORMA OPEN ACCESS  
TRANSMISSION TARIFF**



**I. 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 the Transmission Provider's Transmission System in accordance with Good Utility Practice.

**1.3 Application:**

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

**1.4 Balancing Authority (BA):**

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

**1.5 Balancing Authority Area (BAA):**

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. For the purposes of this Tariff, BAA shall have the same meaning as “Control Area.”

**1.6 Balancing Authority Area Resource:**

A resource owned by Transmission Provider or voluntarily contracted for by Transmission Provider to provide EIM Available Balancing Capacity that can provide regulation and load following services to enable the SCL EIM Entity to meet reliability criteria. No resource unaffiliated with the SCL EIM Entity shall be a Balancing Authority Area Resource solely on the basis of one or more of the following reasons: (1) the resource flows on a Point-to-Point Transmission Service reservation; and/or (2) the resource is an Interconnection Customer under the Tariff.

**1.7 Bid Cost Recovery (BCR):**

The MO EIM settlements process through which SCL EIM Participating Resources recover their bid costs.

**1.8 California Independent System Operator Corporation or CAISO:**

The state-chartered, California non-profit public benefit corporation that

operates the transmission facilities of all CAISO participating transmission owners and dispatches certain generating units and loads. The CAISO is the MO for EIM.

**1.9 CAISO BAA:**

The collection of generation, transmission, and loads within the metered boundaries of the CAISO Balancing Authority Area.

**1.10 Commission:**

The Federal Energy Regulatory Commission.

**1.11 Completed Application:**

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

**1.12 Control Area:**

For the purposes of this Tariff, Control Area shall have the same meaning as “Balancing Authority Area” or “BAA.” An electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

1. match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the

- electric power system(s);
2. maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;
  3. maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and
  4. provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

**1.13 Curtailment:**

A reduction in firm or non-firm transmission service in response to a transfer capability shortage as a result of system reliability conditions.

**1.14 Delivering Party:**

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

**1.15 Designated Agent:**

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

**1.16 Direct Assignment Facilities:**

Facilities or portions of facilities that are constructed by the Transmission

Provider 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.

**1.17 Dispatch Instruction:**

An instruction by the MO for an action with respect to a specific SCL EIM Participating Resource or Balancing Authority Area Resource for increasing or decreasing its energy supply or demand.

**1.18 Dispatch Operating Point:**

The expected operating point, in MW, of a SCL EIM Participating Resource that has received a Dispatch Instruction from the MO or a Balancing Authority Area Resource to which the SCL EIM Entity has relayed a Dispatch Instruction received from the MO. For purposes of Attachment Q of this Tariff, the Dispatch Operating Point means the change, in MW output, of: (i) a SCL EIM Participating Resource due to an EIM bid being accepted and the SCL EIM Participating Resource receiving a Dispatch Instruction or (ii) a Balancing Authority Area Resource for which a Dispatch Instruction has been issued by the CAISO with respect to EIM Available Balancing Capacity. The Dispatch Operating Point is expressed either as a negative MW quantity for

the downward movement of generation, or a positive MW quantity for the upward movement of generation.

### **1.19 Dynamic Transfer:**

The provision of the real-time monitoring, telemetering, computer software, hardware, communications, engineering, energy accounting (including inadvertent Interchange), and administration required to electronically move all or a portion of the real energy services associated with a generator or load out of one BAA into another. A Dynamic Transfer can be either:

(1) a Dynamic Schedule: a telemetered reading or value that is updated in real time and used as a schedule in the AGC/ACE equation and the integrated value of which is treated as an after-the-fact schedule for Interchange accounting purposes; or

(2) a Pseudo-Tie: a functionality by which the output of a generating unit physically interconnected to the electric grid in a native BAA is telemetered to and deemed to be produced in an attaining BAA that provides BA services for and exercises BA jurisdiction over the generating unit.

### **1.20 Energy Imbalance Market or EIM:**

The real-time market to manage transmission congestion and optimize procurement of imbalance energy (positive or negative) to balance supply and

demand deviations for the EIM Area through economic bids submitted by EIM Participating Resource Scheduling Coordinators in the fifteen-minute and five-minute markets.

**1.21 EIM Area:**

The combination of SCL's BAA, the CAISO BAA, and the BAAs of any other EIM Entities.

**1.22 EIM Available Balancing Capacity:**

Any upward or downward capacity from a Balancing Authority Area Resource that has not been bid into the EIM and is included in the SCL EIM Entity's Resource Plan.

**1.23 EIM Entity:**

A BA, other than the SCL EIM Entity, that enters into the MO's proforma EIM Entity Agreement to enable the EIM to occur in its BAA.

**1.24 EIM Transfer:**

The transfer of real-time energy resulting from an EIM Dispatch Instruction: (1) between the SCL BAA and the CAISO BAA; (2) between the SCL BAA and an EIM Entity BAA; or (3) between the CAISO BAA and an EIM Entity BAA using transmission capacity available in the EIM.

**1.25 Eligible Customer:**

- i. Any electric utility (including the Transmission Provider and any power marketer), Federal power marketing agency, or any person generating electric energy for sale or 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 the Transmission Provider offer the unbundled transmission service, or pursuant to a voluntary offer of such service by the Transmission Provider.
- ii. Any retail customer taking unbundled transmission service pursuant to a state requirement that the Transmission Provider offer the transmission service, or pursuant to a voluntary offer of such service by the Transmission Provider, is an Eligible Customer under the Tariff.

**1.26 e-Tag:**

An electronic tag associated with a schedule in accordance with the requirements of the North American Electric Reliability Corporation (NERC), the Western Electricity Coordinating Council (WECC), or the North American

Energy Standards Board (NAESB).

**1.27 Facilities Study:**

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

**1.28 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.

**1.29 Flexible Ramping Forecast Movement:**

A resource's change in forecasted output between market intervals for purposes of the Flexible Ramping Product.

**1.30 Flexible Ramping Product:**

The costs associated with meeting a requirement, established by the MO, that may be enforced in the MO's EIM optimization to ensure that the unit commitment or dispatch of resources for intervals beyond the applicable commitment or dispatch period provide for the availability of required

capacity for dispatch in subsequent real-time dispatch intervals.

**1.31 Flexible Ramping Uncertainty Award:**

A resource's award for meeting a Flexible Ramping Uncertainty Requirement under the Flexible Ramping Product.

**1.32 Flexible Ramping Uncertainty Requirement:**

Flexible ramping capability to meet the Flexible Ramping Product requirements established by the MO.

**1.33 Forecast Data:**

Information provided by Transmission Customers regarding expected load (as determined pursuant to Section 4.2.4.3 of Attachment Q of this Tariff), generation, Intrachange, and Interchange (as specified in Section 4.2.4 of Attachment Q and the SCL EIM BP). The Transmission Customer Base Schedule includes Forecast Data that is used by the SCL EIM Entity as the baseline by which to measure Imbalance Energy for purposes of EIM settlement.

**1.34 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).

### **1.35 Hourly Pricing Proxy:**

The on-peak or off-peak price reported for the Intercontinental Exchange (ICE) Mid-Columbia Firm Power Index for the hour in which Transmission Service is provided. In the event that Transmission Service is provided during a time where no volumes are reported at the Mid-Columbia hub, the most recent firm on-peak and off-peak prices will be carried forward. If ICE permanently ceases to report day-ahead pricing at the Mid-Columbia hub, or if the methodology used to determine the index at the Mid-Columbia hub is materially modified, Transmission Provider shall select a permanent replacement index, reported by a reputable third party, that reflects the actual same-day firm transactions at the Mid-Columbia hub.

**1.36 Imbalance Energy:**

The deviation of supply or demand from the Transmission Customer Base Schedule, positive or negative, as measured by metered generation, metered load, or real-time Interchange or Intrachange schedules.

**1.37 Instructed Imbalance Energy (IIE):**

There are three scenarios that can lead to settlement of imbalance as IIE: (1) operational adjustments of the Transmission Customer's affected Interchange or Intrachange, which includes changes by the Transmission Customer after T-57; (2) resource imbalances created by Manual Dispatch or an EIM Available Balancing Capacity dispatch; or (3) an adjustment to resource imbalances created by adjustments to resource forecasts pursuant to Section 11.5 of the MO Tariff. IIE will be settled at either the RTD or FMM price at the applicable PNode depending on the nature and timing of the imbalance.

**1.38 Interchange:**

E-Tagged energy transfers from, to, or through the SCL BAA or other BAAs, not including EIM Transfers.

**1.39 Interconnection Customer:**

Any Eligible Customer (or its Designated Agent) that executes an agreement

to receive generation interconnection service pursuant to Attachment M of this Tariff.

**1.40 Interruption:**

A reduction in non-firm transmission service due to economic reasons pursuant to Section 15.7.

**1.41 Intrachange:**

E-Tagged energy transfers within the SCL BAA, not including real-time actual energy flows associated with EIM Dispatch Instructions.

**1.42 Load Aggregation Point (LAP):**

A set of Pricing Nodes that is used for the submission of bids and settlement of demand in the EIM.

**1.43 Locational Marginal Price (LMP):**

The marginal cost (\$/MWh) of serving the next increment of demand at that PNode consistent with existing transmission constraints and the performance characteristics of resources.

**1.44 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.

**1.45 Manual Dispatch:**

An operating order issued by the SCL EIM Entity to a Transmission Customer with a SCL EIM Participating Resource or a Non-Participating Resource in SCL's BAA, outside of the EIM optimization, when necessary to address reliability or operational issues in SCL's BAA that the EIM is not able to address through economic dispatch and congestion management.

**1.46 Market Operator (MO):**

The entity responsible for operation, administration, settlement, and oversight of the EIM.

**1.47 Measured Demand:**

Includes (1) Metered Demand plus (2) e-Tagged export volumes from the SCL BAA (excluding EIM Transfers).

**1.48 Metered Demand:**

Metered load volumes in SCL's BAA.

**1.49 MO Tariff:**

Those portions of the MO's approved tariff, as such tariff may be modified from time to time, that specifically apply to the operation, administration, settlement, and oversight of the EIM.

**1.50 Native Load Customers:**

The wholesale and retail power customers of the Transmission Provider on whose behalf the Transmission Provider, by statute, franchise, regulatory requirement, or contract, has undertaken an obligation to construct and operate the Transmission Provider's system to meet the reliable electric needs of such customers.

**1.51 Network Upgrades:**

Modifications or additions to transmission-related facilities that are integrated with and support the Transmission Provider's overall Transmission System for the general benefit of all users of such Transmission System.

**1.52 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 15.7 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.

**1.53 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.

**1.54 Non-Participating Resource:**

A resource in SCL's BAA that is not an SCL EIM Participating Resource.

**1.55 Operating Hour:**

The hour when the EIM runs and energy is supplied to load.

**1.56 Part I:**

Tariff Definitions and Common Service Provisions contained in Sections 2 through 13.

**1.57 Part II:**

Tariff Sections 14 through 28 pertaining to Point-To-Point Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

**1.58 Parties:**

The Transmission Provider and the Transmission Customer receiving service under the Tariff.

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

Point(s) on the Transmission Provider's Transmission System where capacity and energy transmitted by the Transmission Provider 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.

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

Point(s) of interconnection on the Transmission Provider's Transmission System where capacity and energy will be made available to the Transmission Provider 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.

**1.61 Point-To-Point Transmission Service:**

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

**1.62 Power Purchaser:**

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

**1.63 Pre-Confirmed Application:**

An Application that commits the Eligible Customer to execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service.

**1.64 Pricing Node (PNode):**

A single network node or subset of network nodes where a physical injection or withdrawal is modeled by the MO and for which the MO calculates an LMP that is used for financial settlements by the MO and the SCL EIM Entity.

**1.65 Real Power Losses:**

Electrical losses associated with the use of the Transmission Provider's Transmission System and, where applicable, the use of the Transmission Provider's distribution system. Such losses are provided for in Sections 16.7 of the Tariff and settled financially under Schedule 10.

**1.66 Receiving Party:**

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

**1.67 Regional Transmission Group (RTG):**

A voluntary organization of transmission owners, transmission users and other entities approved by the Commission to efficiently coordinate transmission planning (and expansion), operation and use on a regional (and interregional) basis.

**1.68 Reserved Capacity:**

The maximum amount of capacity and energy that the Transmission Provider agrees to transmit for the Transmission Customer over the Transmission Provider'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 60 minute interval (commencing on the clock hour) basis.

**1.69 Resource Plan:**

The combination of load, resource and Interchange components of the Transmission Customer Base Schedule, ancillary services plans of the SCL EIM Entity, bid ranges submitted by SCL EIM Participating Resources, and the EIM Available Balancing Capacity of Balancing Authority Area Resources.

**1.70 SCL:**

The municipal electric utility, operated by The City of Seattle, by and through its City Light Department, a Washington municipal corporation. SCL is the Transmission Provider under this Tariff.

**1.71 SCL BAA:**

Refers to the BAA operated by SCL.

**1.72 SCL BAA Transmission Owner:**

A transmission owner, other than the SCL EIM Entity, who owns transmission facilities in SCL's BAA.

**1.73 SCL EIM Business Practice (SCL EIM BP):**

The business practice posted on the Transmission Provider's Transmission Service Website that contains procedures related to Transmission Provider's implementation of EIM and the rights and obligations of Transmission Customers and Interconnection Customers related to EIM.

**1.74 SCL EIM Entity:**

The Transmission Provider in performance of its role as an EIM Entity under the MO Tariff and this Tariff, including, but not limited to, Attachment Q.

**1.75 SCL EIM Entity Scheduling Coordinator:**

The Transmission Provider or the entity selected by the Transmission Provider who is certified by the MO and who entered into the MO's pro forma EIM Entity Scheduling Coordinator Agreement.

**1.76 SCL EIM Participating Resource:**

A resource or a portion of a resource: (1) that has been certified in accordance with Attachment Q by the SCL EIM Entity as eligible to participate in the EIM; and (2) for which the generation owner and/or operator entered into the

MO's pro forma EIM Participating Resource Agreement.

**1.77 SCL EIM Participating Resource Scheduling Coordinator:**

A Transmission Customer with one or more SCL EIM Participating Resource(s) or a third-party designated by the Transmission Customer with one or more SCL EIM Participating Resource(s), that is certified by the MO and entered into the MO's pro forma EIM Participating Resource Scheduling Coordinator Agreement.

**1.78 SCL Interchange Rights Holder:**

A Transmission Customer who has informed the SCL EIM Entity that it is electing to make reserved firm transmission capacity available for EIM Transfers without compensation.

**1.79 Seattle City Council:**

The legislative body of The City of Seattle, WA, which acts as the governing board of the Transmission Provider.

**1.80 Service Agreement:**

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

**1.81 Service Commencement Date:**

The date the Transmission Provider begins to provide service pursuant to the terms of an executed Service Agreement, or the date the Transmission Provider begins to provide service in accordance with Section 16.3.

**1.82 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.

**1.83 System Condition:**

A specified condition on the Transmission Provider's system or on a neighboring system, such as a constrained transmission element or flowgate, that may trigger Curtailment of Long-Term Firm Point-to-Point Transmission Service using the curtailment priority pursuant to Section 14.6. Such conditions must be identified in the Transmission Customer's Service Agreement.

**1.84 System Impact Study:**

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

**1.85 Third-Party Sale:**

Any sale for resale in interstate commerce to a Power Purchaser.

**1.86 Transmission Customer:**

Any Eligible Customer (or its Designated Agent) that: (i) executes a Service Agreement, or (ii) submits to Dispute Resolution Procedures of Section 12 any of the terms and conditions of the Service Agreement on which the Eligible Customer and Transmission Provider cannot agree. This term is used in the Part I Common Service Provisions to include customers receiving transmission service under Part II of this Tariff.

**1.87 Transmission Customer Base Schedule:**

An energy schedule that provides Transmission Customer hourly-level Forecast Data and other information that is used by the SCL EIM Entity as the baseline by which to measure Imbalance Energy for purposes of EIM settlement. The term "Transmission Customer Base Schedule" as used in this Tariff may refer collectively to the components of such schedule (resource, Interchange, Intrachange, and load determined pursuant to Section 4.2.4.3 of Attachment Q) or any individual components of such schedule.

**1.88 Transmission Provider:**

Seattle City Light or SCL.

**1.89 Transmission Provider’s Monthly Transmission System Peak:**

The maximum firm usage of the Transmission Provider’s Transmission System in a calendar month.

**1.90 Transmission Service:**

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

**1.91 Transmission Service Website:**

A publicly accessible webpage or collection of webpages on or accessible through Transmission Provider’s website ([www.seattle.gov/light](http://www.seattle.gov/light)) on which information and links relevant to Transmission Service under this Tariff are posted.

**1.92 Transmission System:**

The facilities owned, controlled or operated by the Transmission Provider that are used to provide transmission service under Part II of the Tariff.

**1.93 Uninstructed Imbalance Energy (UIE):**

For Non-Participating Resources in an EIM Entity BAA, the MO shall calculate UIE as either: (1) the algebraic difference between the resource’s five-minute meter data and the resource component of the Transmission Customer Base Schedule, or, if applicable, (2) the five-minute meter data and

any Manual Dispatch or EIM Available Balancing Capacity dispatch. For Transmission Customers with load in the SCL EIM Entity's BAA, the SCL EIM Entity shall calculate UIE as the algebraic difference between the Transmission Customer's actual hourly load and the Transmission Customer Base Schedule.

**1.94 Variable Energy Resource:**

A device for the production of electricity that is characterized by an energy source that: (1) is renewable, (2) cannot be stored by the facility owner or operator, and (3) has variability that is beyond the control of the facility owner or operator.

**2 Initial Allocation and Renewal Procedures**

**2.1 Initial Allocation of Available Transfer Capability:**

For purposes of determining whether existing capability on the Transmission Provider's Transmission System is adequate to accommodate a request for firm service under this Tariff, all Completed Applications for new firm transmission service received during the initial 60 day period commencing with the effective date of the Tariff will be deemed to have been filed simultaneously. A fair and impartial lottery will be conducted by the Transmission Provider to assign priorities for Completed Applications filed simultaneously. All Completed Applications for firm transmission service

received after the initial 60 day period shall be assigned a priority pursuant to Section 14.2.

## **2.2 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 the Transmission Provider 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 the Transmission Provider or elects to purchase capacity and energy from another supplier. If at the end of the contract term, the Transmission Provider'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 the Transmission Provider'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 the Transmission Provider 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 Control Areas affected by the Transmission Service. The Transmission Provider is required to provide (or offer to arrange with the local Control Area operator 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.

The Transmission Provider is required to offer to provide (or offer to arrange with the local Control Area operator as discussed below) the following Ancillary Services only to the Transmission Customer serving load within the Transmission Provider's Control Area: (i) Regulation and Frequency Response, (ii) Energy Imbalance, (iii) Operating Reserve - Spinning, and (iv) Operating Reserve - Supplemental. The Transmission Customer serving load within the Transmission Provider's Control Area is required to acquire these Ancillary Services, whether from the Transmission Provider, from a third party, or by self-supply.

The Transmission Provider is required to provide (or offer to arrange with the local Control Area Operator 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 Control Area. The Transmission Customer using Transmission Service to deliver energy from a generator located within the Transmission Provider's Control Area is required to acquire Generator Imbalance Service, whether from the Transmission Provider, from a third party, or by self-supply.

The Transmission Customer may not decline the Transmission Provider'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 the Transmission Provider. 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 the Transmission Provider 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 the Transmission Provider is providing transmission service but is not a Control Area operator, it may be unable to provide some or all of the Ancillary Services. In this case, the Transmission Provider can fulfill its obligation to provide Ancillary Services by acting as the Transmission Customer's agent to secure these Ancillary Services from the Control Area operator. The Transmission Customer may elect to: (i) have the Transmission Provider act as its agent, (ii) secure the Ancillary Services directly from the Control Area operator, or (iii) secure the Ancillary Services (discussed in Schedules 3, 4, 5, 6 and 9) from a third party or by self-supply when technically feasible.

The Transmission Provider 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. Three principal requirements apply to discounts for Ancillary Services provided by the Transmission Provider in conjunction with its provision of transmission service as follows: (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the 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 Transmission Service Website, and (3) once a discount is negotiated, details must be immediately posted on the Transmission Service Website. A discount agreed upon for an Ancillary Service must be offered for the same period to all Eligible Customers on the Transmission Provider's system. Sections 3.1 through 3.7 below list the seven Ancillary Services.

**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 Transmission Service Website**

The Transmission Provider shall post on the 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. The Transmission Provider shall post on the Transmission Service Website an electronic link to the NAESB website where any rules, standards and practices that are protected by copyright may be obtained. The Transmission Provider shall provide a minimum of 45 days advance notice to Transmission Customers and eligible Customers (which notice may be given by posting on the 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) any additions, deletions or modifications to the Transmission Provider's rules, standards, and practices associated with this Tariff, the associated effective date, and any additional implementation procedures that the Transmission Provider deems appropriate.

In the event transmission capability is insufficient to accommodate a request for firm transmission service, additional studies may be required as

provided by this Tariff pursuant to Section 19.

## **5 Tax-Exempt Bonds**

### **5.1 Facilities Financed by Tax-Exempt Bonds:**

The Transmission Provider utilizes state and federal income tax-exempt financial instruments on an ongoing basis to fund the ownership and operation of its transmission system. Notwithstanding any other provision of this Tariff, the Transmission Provider 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 bond(s) used to finance the Transmission Provider's facilities that would be used in providing such transmission service. If the Transmission Provider determines that the provision of transmission service requested by an Eligible Customer would jeopardize the tax-exempt status of any bond(s) used to finance its facilities that would be used in providing such transmission service, it shall so advise the Eligible Customer and shall not be obligated to provide 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 the Transmission Provider 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, 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 and Regional Transmission Group, 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, the Transmission Provider 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 20 days of receipt. All payments shall be made in immediately available funds payable to the Transmission Provider, or by wire transfer to a bank named by the Transmission Provider.

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

Interest on any unpaid amounts (including amounts placed in escrow) shall be charged at 1% per billing period in accordance with the methodology specified for unpaid balances for Transmission Provider's retail accounts specified in Departmental Policy and Procedure 500 P III-302, section 2.6.

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 the Transmission Provider.

### **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 the Transmission Provider on or before the due date as described above, and such failure of payment is not corrected within 30 calendar days after the Transmission Provider 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, the Transmission Provider may initiate Dispute Resolution under Section 12 of this Tariff. In the event of a billing dispute between the Transmission Provider and the Transmission Customer, the Transmission Provider 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 the Transmission Provider may provide notice to the Transmission

Customer of its intention to suspend service in 60 days.

## **8 Accounting for the Transmission Provider's Use of the Tariff**

The Transmission Provider shall record the following amounts, as outlined below.

### **8.1 Transmission Revenues:**

Include in a separate operating revenue account or subaccount the revenues it receives from Transmission Service when making Third-Party Sales under Part II of the Tariff.

### **8.2 Study Costs and Revenues:**

Include in a separate transmission operating expense account or subaccount, costs properly chargeable to expense that are incurred to perform any System Impact Studies or Facilities Studies which the Transmission Provider conducts to determine if it must construct new transmission facilities or upgrades necessary for its own uses, including making Third-Party Sales under the Tariff; and include in a separate operating revenue account or subaccount the revenues received for System Impact Studies or Facilities Studies performed when such amounts are separately stated and identified in the Transmission Customer's billing under the Tariff.

## **9 Change to the Tariff by the Transmission Provider**

Nothing contained in the Tariff or any Service Agreement shall be

construed as affecting in any way the right of the Transmission Provider to unilaterally make a change in rates, terms and conditions, charges, classification of service, Service Agreement, rule or regulation. The Transmission Provider shall give Transmission Customers a minimum of 45 days' notice of any proposed changes (which notice may be given by posting on the 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). The Transmission Provider may also implement, modify or change applicable rules within its authority as delegated by the Seattle City Council.

The Transmission Customer shall have the right to appear at any public meeting related to a proposed modification of this Tariff or any Service Agreement to support or challenge existing provisions of or proposed modifications to this Tariff or any Service Agreement, 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 Seattle City Council, and/or to exercise any rights it may have under the Federal Power Act.

## **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.

Neither the Transmission Provider 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. In no case shall the unavailability of funds be deemed to be a Force Majeure event.

### **10.2 Indemnification:**

The Transmission Customer shall at all times indemnify, defend, and save the Transmission Provider 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 the Transmission Provider's performance of its obligations under this Tariff on behalf of the Transmission Customer, except in cases of gross negligence or intentional wrongdoing by the Transmission Provider.

## **11 Creditworthiness**

The Transmission Provider will specify its Creditworthiness procedures in Attachment L.

## **12 Dispute Resolution Procedures**

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

Any dispute between a Transmission Customer and the Transmission Provider involving transmission service under the Tariff shall be referred to a designated senior representative of the Transmission Provider 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 30 days (or such other period as the Parties may agree upon) by mutual agreement, such dispute may, with the written consent of the Transmission Provider and the Transmission Customer, be submitted to mediation. Either Party may exercise such remedies as are available at law, in equity, or by statute.

### **12.2 Costs:**

Each Party shall be responsible for its own costs incurred during the mediation process and for one half the cost of the single mediator jointly chosen by the Parties.

### **12.3 Rights Under The Federal Power Act:**

Nothing in this section shall restrict the rights of any party to file a Complaint with the Commission under relevant provisions of the Federal Power Act. If the attempted informal dispute resolution fails or the formal dispute resolution process is not undertaken, either Party may exercise whatever rights and remedies it may have in equity or law.

## **13 EIM Disputes**

### **13.1 Disputes between the SCL EIM Entity and a Transmission Customer or Interconnection Customer Related to Allocation of Charges or Payments from the MO**

To the extent a dispute arises between the SCL EIM Entity and a Transmission Customer or Interconnection Customer regarding the SCL EIM Entity's implementation of this Tariff's provisions regarding the manner in which the SCL EIM Entity allocates charges or payments from the MO, the parties shall follow the dispute resolution procedures in Section 12 of this Tariff.

### **13.2 Disputes between the MO and SCL EIM Participating Resource Scheduling Coordinators Related to EIM Charges and Payments Directly With the MO**

Disputes involving settlement statements between the MO and SCL EIM Participating Resource Scheduling Coordinators shall be resolved directly with the MO in accordance with the dispute resolution process outlined in the MO Tariff. A Transmission Customer with an SCL EIM Participating Resource shall provide notice to the SCL EIM Entity if it raises a dispute with the MO, and such notice shall be provided in accordance with the process set forth in the SCL EIM BP.

### **13.3 Disputes between the MO and the SCL EIM Entity**

The SCL EIM Entity may raise disputes with the MO regarding the settlement statements it receives from the MO in accordance with the process specified in the MO Tariff.

### **13.4 Disputes Regarding MO Changes or Payments to the SCL EIM Entity Raised by Transmission Customers or Interconnection Customers**

To the extent a dispute arises regarding a MO charge or a MO payment to the SCL EIM Entity that is subsequently charged or paid by the SCL EIM Entity to a Transmission Customer or an Interconnection Customer, and such Transmission Customer or Interconnection Customer wishes to raise a dispute with the MO, the SCL EIM Entity shall file a dispute on behalf of such Transmission Customer or Interconnection Customer in accordance with the

MO Tariff and work with the Transmission Customer or the Interconnection Customer to resolve the dispute pursuant to the process specified in the MO Tariff.

## **II. POINT-TO-POINT TRANSMISSION SERVICE**

### **Preamble**

The Transmission Provider 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 transmission of such capacity and energy to designated Point(s) of Delivery.

### **14 Nature of Firm Point-To-Point Transmission Service**

#### **14.1 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.

#### **14.2 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. However, Pre-Confirmed Applications for Short-Term Point-to-Point Transmission Service will receive priority over earlier-submitted requests that are not Pre-Confirmed and that have equal or shorter duration. Among requests or reservations with the same duration and, as relevant, pre-confirmation status (pre-Confirmed, confirmed, or not confirmed), priority will be given to an Eligible Customer's request or reservation that offers the highest price, followed by the date and time of the request 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 or equal duration service and lower price has the right of first refusal to match any longer

term request or equal duration service with a higher price before losing its reservation priority. A longer term competing request for Short-Term 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 within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in section 14.8) from being notified by the Transmission Provider of a longer-term competing request for Short-Term Firm Point-To-Point Transmission Service. When a longer duration request preempts multiple shorter duration reservations, the shorter duration reservations shall have simultaneous opportunities to exercise the right of first refusal. Duration, price and time of response will be used to determine the order by which the multiple shorter duration reservations will be able to exercise the right of first refusal. After the conditional reservation deadline, service will commence pursuant to the terms of Part II of the Tariff.

- (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. Reservation priorities for existing firm service customers are provided in Section 2.2.

**14.3 Use of Firm Transmission Service by the Transmission Provider:**

The Transmission Provider will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under executed agreements. The Transmission Provider will maintain separate accounting, pursuant to Section 8, for any use of the Point-To-Point Transmission Service to make Third-Party Sales.

**14.4 Service Agreements:**

The Transmission Provider 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. The Transmission Provider 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. 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. The Service Agreement shall, when applicable, specify any conditional curtailment options selected by the Transmission Customer. Where the Service Agreement contains conditional curtailment options and is subject to a biennial reassessment as described in Section 16.4, the Transmission Provider shall provide the Transmission Customer notice of any changes to the curtailment conditions no less than 90 days prior to the date for imposition of new curtailment conditions. Concurrent with such notice, the Transmission Provider shall provide the Transmission Customer with the reassessment study and a narrative description of the study, including the reasons for changes to the number of hours per year or System Conditions under which conditional curtailment may occur.

**14.5 Transmission Customer Obligations for Facility Additions or Redispatch Costs:**

In cases where the Transmission Provider 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 and other Transmission Customers taking Firm Point-To-Point Transmission Service, or (2) interfering with the Transmission Provider's

ability to meet prior firm contractual commitments to others, the Transmission Provider will be obligated to expand or upgrade its Transmission System pursuant to the terms of Section 16.4. The Transmission Customer must agree to compensate the Transmission Provider for any necessary transmission facility additions pursuant to the terms of Section 28. To the extent the Transmission Provider can relieve any system constraint by redispatching the Transmission Provider's resources, it shall do so, provided that the Eligible Customer agrees to compensate the Transmission Provider pursuant to the terms of Section 28 and agrees to either (i) compensate the Transmission Provider for any necessary transmission facility additions or (ii) accept the service subject to a biennial reassessment by the Transmission Provider of redispatch requirements as described in Section 16.4. Any redispatch, 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.

**14.6 Curtailment of Firm Transmission Service:**

In the event that a Curtailment on the Transmission Provider's Transmission System, or a portion thereof, is required to maintain reliable operation of such system and the system directly and indirectly interconnected with

Transmission Provider's Transmission System, Curtailments will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint. Transmission Provider 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, the Transmission Provider will curtail service to Transmission Customers taking Firm Point-To-Point Transmission Service on a basis comparable to the curtailment of service to the Transmission Provider'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. Long-Term Firm Point-to-Point Service subject to conditions described in Section 16.4 shall be curtailed with secondary service in cases where the conditions apply, but otherwise will be curtailed on a pro rata basis with other Firm Transmission Service. When the Transmission Provider 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 the Transmission Provider. However, the Transmission Provider reserves the right to Curtail, in whole or in part, any Firm Transmission

Service provided under the Tariff when, in the Transmission Provider's sole discretion, an emergency or other unforeseen condition impairs or degrades the reliability of its Transmission System. The Transmission Provider will notify all affected Transmission Customers in a timely manner of any scheduled Curtailments. Transmission Provider shall take necessary measures to ensure reliability in SCL's BAA in accordance with Section 6 of Attachment Q.

**14.7 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 23.1 or (2) request a modification of the Points of Receipt or Delivery on a firm basis pursuant to the terms of Section 23.2.
- (b) The Transmission Customer may purchase transmission service to make sales of capacity and energy from multiple generating units that are on the Transmission Provider'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) The Transmission Provider 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 23. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that a Transmission Customer (including Third-Party Sales by the Transmission Provider) exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery or uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved.

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

Schedules for the Transmission Customer's Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider 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 any capacity and energy that is to be delivered must be stated in

increments of 1,000 kW per hour. Transmission Customers within the Transmission Provider'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 20 minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider 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 the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

## **15 Nature of Non-Firm Point-To-Point Transmission Service**

### **15.1 Term:**

Non-Firm Point-To-Point Transmission Service will be available for periods ranging from one hour to one 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 19.3.

### **15.2 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 and other Transmission Customers taking Long-Term and Short-Term Firm Point-To-Point Transmission Service. A higher priority will be assigned first to requests or reservations with a longer duration of service and second to Pre-Confirmed Applications. In the event the Transmission System is constrained, competing requests of the same Pre-Confirmation status and equal duration will be prioritized based on the highest price offered by the Eligible Customer for the Transmission 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 the Transmission Provider; and (b) within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in section 15.6) for Non-Firm Point-To-Point Transmission Service other than hourly transactions after notification by the Transmission Provider. 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.

**15.3 Use of Non-Firm Point-To-Point Transmission Service by the Transmission Provider:**

The Transmission Provider will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under executed agreements. The Transmission Provider will maintain separate accounting, pursuant to Section 8, for any use of Non-Firm Point-To-Point Transmission Service to make Third-Party Sales.

**15.4 Service Agreements:**

The Transmission Provider 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.

**15.5 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. The Transmission Provider 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. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that a Transmission Customer (including Third-Party Sales by the Transmission Provider) exceeds its non-firm capacity reservation. 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.

**15.6 Scheduling of Non-Firm Point-To-Point Transmission Service:**

Schedules for Non-Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider 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 the Transmission Provider'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 20 minutes before the start of the next clock hour, provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider 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 the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

#### **15.7 Curtailment or Interruption of Service:**

The Transmission Provider 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 Transmission Provider's Transmission System. Transmission Provider may elect to implement such Curtailments pursuant to the Transmission Loading Relief procedures specified in Attachment J. The Transmission Provider 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, (3) a request for Non-Firm Point-To-Point Transmission Service of equal duration with a higher price, or (4) transmission service for Firm Point-to-Point Transmission Service during conditional curtailment periods as described in Section 16.4. The Transmission Provider 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). 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. The Transmission Provider will provide advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice. Transmission Provider will take necessary measures to ensure reliability in SCL's BAA in accordance with Section 6 of Attachment Q.

## **16 Service Availability**

### **16.1 General Conditions:**

The Transmission Provider 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.

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

A description of the Transmission Provider's specific methodology for assessing available transfer capability posted on the Transmission Service

Website is contained in Attachment C of the Tariff. In the event sufficient transfer capability may not exist to accommodate a service request, the Transmission Provider will respond by performing a System Impact Study.

**16.3 Initiating Service in the Absence of an Executed Service Agreement:**

If the Transmission Provider and the Transmission Customer requesting Firm or Non-Firm Point-To-Point Transmission Service cannot agree on all the terms and conditions of the Point-To-Point Service Agreement, upon written request from the Transmission Customer, the Transmission Provider and Transmission Customer shall submit the disputed terms and conditions in accordance with the dispute resolution processes in Section 12 of this Tariff.

The Transmission Provider shall commence providing Transmission Service under an unexecuted Point-To-Point Service Agreement containing terms and conditions deemed appropriate by the Transmission Provider for the requested Transmission Service subject to the Transmission Customer agreeing to (i) compensate the Transmission Provider under rates ultimately determined to be comparable, and (ii) comply with the terms and conditions of the Tariff including posting appropriate security deposits in accordance with the terms of Section 18.3.

**16.4 Obligation to Provide Transmission Service that Requires**

**Expansion or Modification of the Transmission System, Redispatch or Conditional Curtailment:**

- (a) If the Transmission Provider determines that it cannot accommodate a Completed Application for Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, the Transmission Provider 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 the Transmission Provider for such costs pursuant to the terms of Section 28. The Transmission Provider 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 the Transmission Provider has the right to expand or modify.
- (b) If the Transmission Provider determines that it cannot accommodate a Completed Application for Long-Term Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, the Transmission Provider

will use due diligence to provide redispatch from its own resources until: (i) Network Upgrades are completed for the Transmission Customer, (ii) the Transmission Provider determines through a biennial reassessment that it can no longer reliably provide the redispatch, or (iii) the Transmission Customer terminates the service because of redispatch changes resulting from the reassessment. A Transmission Provider shall not unreasonably deny self-provided redispatch or redispatch arranged by the Transmission Customer from a third-party resource.

- (c) If the Transmission Provider determines that it cannot accommodate a Completed Application for Long-Term Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, the Transmission Provider will offer the Firm Transmission Service with the condition that the Transmission Provider may curtail the service prior to the curtailment of other Firm Transmission Service for a specified number of hours per year or during System Condition(s). If the Transmission Customer accepts the service, the Transmission Provider will use due diligence to provide the service until: (i)

Network Upgrades are completed for the Transmission Customer,  
(ii) the Transmission Provider determines through a biennial reassessment that it can no longer reliably provide such service, or  
(iii) the Transmission Customer terminates the service because the reassessment increased the number of hours per year of conditional curtailment or changed the System Conditions.

**16.5 Deferral of Service:**

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

**16.6 Other Transmission Service Schedules:**

Eligible Customers receiving transmission service under other agreements with the Transmission Provider 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.

**16.7 Real Power Losses:**

Real Power Losses are associated with all transmission service. The Transmission Provider is not obligated to provide Real Power Losses. The Transmission Customer shall compensate Transmission Provider for losses associated with all transmission service as provided in Schedule 10. The applicable Real Power Loss factors are: 1.9%.

## **17 Transmission Customer Responsibilities**

### **17.1 Conditions Required of Transmission Customers:**

Point-To-Point Transmission Service shall be provided by the Transmission Provider 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 the Transmission Provider 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 the Transmission Provider's planning process established in Attachment K;
- (f) The Transmission Customer has executed a Point-To-Point Service Agreement or has agreed to receive service pursuant to Section 15.3; and
- (g) The Transmission Customer must comply with the requirements of Attachment Q regarding the EIM.

### **17.2 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 the Transmission Provider, notification to the Transmission Provider identifying such systems and authorizing them to schedule the capacity and energy to be transmitted by the Transmission Provider 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, the Transmission Provider 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.

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

### **18.1 Application:**

A request for Firm Point-To-Point Transmission Service for periods of one year or longer must contain a written Application to: Seattle City Light, Attn: Director, Transmission & Distribution Engineering, 700 Fifth Avenue, Suite 3200, Seattle, WA 98104-5031, at least 60 days in advance of the calendar month in which service is to commence. The Transmission Provider 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 subject to expedited procedures that shall be negotiated between the Parties within the time constraints provided in Section 18.5. All Firm Point-To-Point Transmission Service requests should be submitted by entering the information listed below in email to [oatt@seattle.gov](mailto:oatt@seattle.gov). This electronic method will provide a time-stamped record for establishing the priority of the Application.

### **18.2 Completed Application:**

A Completed Application shall provide, at minimum, all of the following

information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, telephone number, email address, 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. The Transmission Provider will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by law or regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with its adopted standards of conduct policy;
- (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 the Transmission Provider's Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement;
  - (ix) A statement indicating that, if the Eligible Customer submits a Pre-Confirmed Application, the Eligible Customer will execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service; and
  - (x) Any additional information required by the Transmission Provider's planning process established in Attachment K.

The Transmission Provider shall treat this information consistent with its adopted standards of conduct policy.

**18.3 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 the Transmission Provider because it does not meet the conditions for service as set forth herein, or in the case of requests for service arising in connection with losing bidders in a Request For Proposals (RFP), said deposit shall be returned with interest less any reasonable costs incurred by the Transmission Provider in connection with the review of the losing bidder's Application. The deposit also will be returned with interest less any reasonable costs incurred by the Transmission Provider if the Transmission Provider 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 the Transmission Provider to the extent such costs have not already been recovered by the Transmission Provider from the Eligible Customer. The Transmission Provider 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 20. 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 calculated in accordance with the methodology specified for interest on deposits in the electric service connection provisions in the Seattle Municipal Code, 21.49. The interest rate is earned at the rate of interest on the City's cash pool for the period during which the balance was held. Interest shall be calculated from the day the deposit check is credited to the Transmission Provider's account.

#### **18.4 Notice of Deficient Application:**

If an Application fails to meet the requirements of the Tariff, the Transmission Provider shall notify the entity requesting service within 15 days of receipt of the reasons for such failure. The Transmission Provider will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider 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.

#### **18.5 Response to a Completed Application:**

Following receipt of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider shall make a determination of available transfer capability as required in Section 16.2. The Transmission Provider shall notify the Eligible Customer as soon as practicable, but not later than 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 20.1. Responses by the Transmission Provider must be made as soon as practicable to all completed applications (including applications by its own merchant function) and the timing of such responses must be made on a non-discriminatory basis.

#### **18.6 Execution of Service Agreement:**

Whenever the Transmission Provider 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 30 days after receipt of the

Completed Application. Where a System Impact Study is required, the provisions of Section 20 will govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement or request service under the unexecuted service agreement pursuant to Section 16.3, within 15 days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded with interest. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

**18.7 Extensions for Commencement of Service:**

The Transmission Customer can obtain, subject to availability, up to five 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 the Transmission Provider 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 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.

## **19 Procedures for Arranging Non-Firm Point-To-Point Transmission Service**

### **19.1 Application:**

Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a written Completed Application to: Seattle City Light, Attn: Director, Transmission & Distribution Engineering, 700 Fifth Avenue, Suite 3200, Seattle, WA 98104-5031, at least 60 days in advance of the calendar month in which service is to commence. Additionally, Eligible Customers should submit a written Completed Application by email to [oatt@seattle.gov](mailto:oatt@seattle.gov) in order to provide a time-stamped record for establishing the service priority of the Application.

### **19.2 Completed Application:**

A Completed Application shall provide, at a minimum, all of the following information included in 18 CFR § 2.20 including but not limited to the

following:

- (i) The identity, address, telephone number, email address, 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, the Transmission Provider 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.

The Transmission Provider 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 law or

regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice, or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with its adopted standards of conduct policy.

- (viii) A statement indicating that, if the Eligible Customer submits a Pre-Confirmed Application, the Eligible Customer will execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service.

### **19.3 Reservation of Non-Firm Point-To-Point Transmission Service:**

Requests for monthly service shall be submitted no earlier than 60 days before service is to commence; requests for weekly service shall be submitted no earlier than 14 days before service is to commence, requests for daily service shall be submitted no earlier than two 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 2:00 p.m. prior to the day service is scheduled to commence will be accommodated if practicable.

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

Following receipt of a tendered schedule the Transmission Provider will make a determination on a non-discriminatory basis of available transfer capability pursuant to Section 16.2. 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) 30 minutes for hourly service, (ii) 30 minutes for daily service, (iii) four hours for weekly service, and (iv) two days for monthly service. .

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

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

After receiving a request for service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the Transmission Provider's methodology for completing a System Impact Study is provided in Attachment D. If the Transmission Provider 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 the Transmission Provider if it elects to have the Transmission Provider study redispatch or conditional curtailment as part of the System Impact Study. If notification is provided prior to tender of the System Impact Study

Agreement, the Eligible Customer can avoid the costs associated with the study of these options. The Transmission Provider shall within 30 days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider 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 the Transmission Provider within 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 18.3, shall be returned with interest.

## **20.2 System Impact Study Agreement and Cost Reimbursement:**

- (i) The System Impact Study Agreement will clearly specify the Transmission Provider'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, the Transmission Provider 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 the Transmission Provider to accommodate the requests for service, the costs of that study shall be pro-rated among the Eligible Customers.
- (iii) For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost of the System Impact Studies pursuant to Section 20.

### **20.3 System Impact Study Procedures:**

Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a 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 an estimate of the cost of redispatch, (3) conditional curtailment options (when requested by an Eligible Customer) including the number of hours per year and the System Conditions during which conditional curtailment may occur, 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 the Transmission Provider's Control 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 the Transmission Provider possesses information indicating that any resource outside its Control Area could relieve the constraint, it shall identify each such resource in the System Impact Study. In the event that the Transmission Provider 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. The Transmission Provider will use the same due diligence in

completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider 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 15 days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement or request service under the unexecuted Service Agreement pursuant to Section 16.3, or the Application shall be deemed terminated and withdrawn.

#### **20.4 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, the Transmission Provider, within 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 the Transmission Provider 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 the Transmission

Provider within 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 18.3, shall be returned with interest. Upon receipt of an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a 60 day period. If the Transmission Provider is unable to complete the Facilities Study in the allotted time period, the Transmission Provider 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 the Transmission Provider with a letter of credit or other reasonable form of security acceptable to the Transmission Provider 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 30 days to execute a Service Agreement or

request service under the unexecuted 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.

#### **20.5 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 the Transmission Provider 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.

#### **20.6 Due Diligence in Completing New Facilities:**

The Transmission Provider shall use due diligence to add necessary facilities or upgrade its Transmission System within a reasonable time. The Transmission Provider 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.

**20.7 Partial Interim Service:**

If the Transmission Provider 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, the Transmission Provider 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, the Transmission Provider 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.

**20.8 Expedited Procedures for New Facilities:**

In lieu of the procedures set forth above, the Eligible Customer shall have the option to expedite the process by requesting the Transmission Provider to tender at one time, together with the results of required studies, an “Expedited Service Agreement” pursuant to which the Eligible Customer would agree to compensate the Transmission Provider for all costs incurred pursuant to the terms of the Tariff. In order to exercise this option, the Eligible Customer shall request in writing an expedited Service Agreement covering all of the

above-specified items within 30 days of receiving the results of the System Impact Study identifying needed facility additions or upgrades or costs incurred in providing the requested service. While the Transmission Provider agrees to provide the Eligible Customer with its best estimate of the new facility costs and other charges that may be incurred, such estimate shall not be binding and the Eligible Customer must agree in writing to compensate the Transmission Provider for all costs incurred pursuant to the provisions of the Tariff. The Eligible Customer shall execute and return such an Expedited Service Agreement within 15 days of its receipt or the Eligible Customer's request for service will cease to be a Completed Application and will be deemed terminated and withdrawn.

## **21 Procedures if The Transmission Provider is Unable to Complete New Transmission Facilities for Firm Point-To-Point Transmission Service**

### **21.1 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, the Transmission Provider shall promptly notify the Transmission Customer. In such circumstances, the Transmission Provider shall within 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.

The Transmission Provider 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 the Transmission Provider that is reasonably needed by the Transmission Customer to evaluate any alternatives.

### **21.2 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, the Transmission Provider 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 the Transmission Provider 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, the Transmission Provider shall promptly tender a Service Agreement for Non-Firm Point-To-Point Transmission Service providing for the service. In the event the Transmission Provider 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.

**21.3 Refund Obligation for Unfinished Facility Additions:**

If the Transmission Provider 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. Applicable interest shall be calculated in accordance with the methodology specified for interest on deposits in the electric service connection provisions in the Seattle Municipal Code, 21.49. The interest rate is earned at the rate of interest on the City's cash pool for the period during which the balance was held. Interest shall be calculated from the day the deposit check is credited to the Transmission Provider's account. However, the Transmission Customer shall be responsible for all prudently incurred costs by the Transmission Provider through the time construction was suspended.

**22 Provisions Relating to Transmission Construction and Services on the Systems of Other Utilities****22.1 Responsibility for Third-Party System Additions:**

The Transmission Provider 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. The Transmission Provider 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.

### **22.2 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, the Transmission Provider shall have the right to coordinate construction on its own system with the construction required by others. The Transmission Provider, 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. The Transmission Provider 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 60 days of receiving written notification by the Transmission Provider 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.

## **23 Changes in Service Specifications**

### **23.1 Modifications on a Non-Firm Basis:**

The Transmission Customer taking Firm Point-To-Point Transmission Service may request the Transmission Provider to 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 the Transmission Provider 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 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.

### **23.2 Modification on a Firm Basis:**

Any request by a Transmission Customer to modify Receipt and Delivery Points on a firm basis shall be treated as a new request for service in accordance with Section 18 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) Delivery specified in its Service Agreement.

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

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

(a) 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.

(b) The Assignee must execute a service agreement with the Transmission Provider governing reassignments of transmission service prior to the date on which the reassigned service commences. The Transmission Provider shall charge the Reseller, as appropriate, at the rate stated in the Reseller's Service Agreement with the Transmission Provider and credit the Reseller with the price reflected in the Assignee's Service Agreement with the Transmission Provider; 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 the Transmission Provider pursuant to Section 14.2.

#### **24.2 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, the Transmission Provider will consent to such change subject to the provisions of the Tariff, provided that the change will not impair the operation and reliability of the Transmission Provider's generation, transmission, or distribution systems. The Assignee shall compensate the Transmission Provider 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 the Transmission Provider and the Reseller through an amendment to the Service Agreement.

#### **24.3 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 the Transmission Service Website on or before the date the reassigned service commences and are subject to Section 24.1.

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

### **25.1 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 the Transmission Provider. Such equipment shall remain the property of the Transmission Customer.

### **25.2 Transmission Provider Access to Metering Data:**

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

### **25.3 Power Factor:**

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

Service Agreement where applicable.

## **26 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). The Transmission Provider shall use Part II of the Tariff to make its Third-Party Sales. The Transmission Provider shall account for such use at the applicable Tariff rates, pursuant to Section 8.

## **27 Stranded Cost Recovery**

Reserved

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

Whenever a System Impact Study performed by the Transmission Provider 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 the Transmission Provider identifies capacity constraints that may be relieved by redispatching the Transmission Provider's resources to eliminate such constraints, the Transmission Customer shall be responsible for the redispatch costs.

**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 Control Area. This service can be provided only by the operator of the Control Area in which the transmission facilities used for transmission service are located. Scheduling, System Control and Dispatch Service is to be provided directly by the Transmission Provider (if the Transmission Provider is the Control Area operator) or indirectly by the Transmission Provider making arrangements with the Control Area operator that performs this service for the Transmission Provider's Transmission System. The Transmission Customer must purchase this service from the Transmission Provider or the Control Area operator.

The charges for Scheduling, System Control and Dispatch Service are to be based on the rates set forth below. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

The charges for Scheduling, System Control and Dispatch Service Charges will be assessed in accordance with this Tariff at a rate not to exceed:

- |                     |  |
|---------------------|--|
| 1) Yearly Service   | \$7.2409 per kW of Reserved Capacity per year  |
| 2) Monthly delivery | \$0.6034 per kW of Reserved Capacity per month |

- 3) Weekly delivery \$0.1392 per kW of Reserved Capacity per week
- 4) Daily delivery \$0.0278 per kW of Reserved Capacity per day
- 5) Hourly delivery \$1.7406 per MW of Reserved Capacity per hour

**SCHEDULE 1A****EIM Administrative Service**

This service recovers the administrative costs assessed by the CAISO as the MO of the EIM to the SCL EIM Entity in accordance with Sections 4.5.1.1.4, 4.5.1.3, 11.22.8, and 29.11(i) of the MO Tariff (EIM Administrative Costs). All Transmission Customers purchasing Long Term Firm Point-to-Point Transmission Service, Short-Term Firm Point-to-Point Transmission Service, or Non-Firm Point-to-Point Transmission Service from the Transmission Provider shall be required to acquire EIM Administrative Service from the Transmission Provider.

EIM Administrative Costs assigned to the SCL EIM Entity shall be sub-allocated to Transmission Customers on the basis of Measured Demand for the time period in which the EIM Administrative Costs were incurred.

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

In order to maintain transmission voltages on the Transmission Provider's transmission facilities within acceptable limits, generation facilities and non-generation resources capable of providing this service that are under the control of the Control Area operator 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 the Transmission Provider'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 the Transmission Provider.

Reactive Supply and Voltage Control from Generation or Other Sources Service is to be provided directly by the Transmission Provider (if the Transmission Provider is the Control Area operator) or indirectly by the Transmission Provider making arrangements with the Control Area operator that performs this service for the Transmission Provider's Transmission System. The Transmission Customer must purchase this service from the Transmission Provider or the Control Area operator.

The charges for such service will be based on the rates set forth below. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the Control Area operator.

The charges for Reactive Supply and Voltage Control from Generation or Other Sources Service will be assessed in accordance with this Tariff as follows:

- Initial rate is \$0 if power factor is between 0.97 and 1.0.
- Customers with an unsatisfactory power factor will be charged \$0.0015 power factor charge per kVarh.
- Generators must comply with Western Electricity Coordinating Council standards for voltage control and reactive power delivery.

### **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 the Transmission Provider (or the Control Area operator that performs this function for the Transmission Provider). The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area.

The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation. The Transmission Provider will take into account the speed and accuracy of regulation resources in its determination of Regulation and Frequency Response reserve requirements, including as it reviews whether a self-supplying Transmission Customer has made alternative comparable arrangements. Upon request by the self-supplying Transmission Customer, the

Transmission Provider will share with the Transmission Customer its reasoning and any related data used to make the determination of whether the Transmission Customer has made alternative comparable arrangements. The amount of and charges for Regulation and Frequency Response Service are set forth below. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator

Regulation and Frequency Response service as provided under this Tariff is only applicable to Point(s) of Delivery associated with loads located within the Transmission Provider's Control Area. Scheduling requirements at interconnections between the Transmission Provider's Control Area and other Control Areas shall be in accordance with NERC and WECC guidelines regarding Control Area operations.

The charges for Regulation and Frequency Response will be assessed in accordance with this Tariff at a rate not to exceed:

- |                     |  |
|---------------------|--|
| 1) Yearly Service   | \$5.6922 per kW of Reserved Capacity per year  |
| 2) Monthly delivery | \$0.4743 per kW of Reserved Capacity per month |
| 3) Weekly delivery  | \$0.1095 per kW of Reserved Capacity per week  |
| 4) Daily delivery   | \$0.0219 per kW of Reserved Capacity per day   |
| 5) Hourly delivery  | \$1.3683 per MW of Reserved Capacity per hour  |

The total charge for Regulation and Frequency Response Service in any day,

pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (4) [daily] above times the highest amount in Megawatts of Reserved Capacity in any hour during such day. In addition, the total charge for Regulation and Frequency Response Service in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in section (3) [weekly] above times the highest amount in Megawatts of Reserved Capacity in any hour or day during such week.

**SCHEDULE 4****Energy Imbalance Service**

This Schedule 4 shall apply during such hours when the Transmission Provider is participating in the EIM and when the EIM has not been suspended. In accordance with Section 10 of Attachment Q of this Tariff, Schedule 4A shall apply during such hours when the Transmission Provider is not participating in the EIM and when the EIM has been suspended.

Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a Control Area over a single hour. The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider 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. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator..

A Transmission Customer shall be charged or pay for Energy Imbalance Service measured as the deviation of the Transmission Customer's metered load compared to the load component of the Transmission Customer Base Schedule (as determined pursuant to

Section 4.2.4 of Attachment Q of this Tariff) settled as UIE for the period of the deviation at the applicable LAP price where the load is located, as determined by the MO under Section 29.11(b)(3)(C) of the MO Tariff.

**SCHEDULE 4A****Energy Imbalance Service when EIM Suspended**

In accordance with Section 10 of Attachment Q of this Tariff, this Schedule 4A shall apply during such hours when the Transmission Provider is not participating in the EIM and when the EIM has been suspended. Schedule 4 shall apply during such hours when the Transmission Provider is participating in the EIM and when the EIM has not been suspended.

Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a Control Area over a single hour. The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider 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. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

The Transmission Provider 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. The Transmission Provider shall establish charges for energy 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 energy 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 the 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 energy 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 energy 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 125 percent of incremental cost or 75 percent of decremental cost.

For purposes of this Schedule, incremental cost and decremental cost represent the Transmission Provider's actual average hourly cost of the last 10 MW dispatched for any purpose, e.g., to supply the Transmission Provider'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.

**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. The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Spinning Reserve Service obligation. The amount of and charges for Spinning Reserve Service are set forth below. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

Charges for Operating Reserve – Spinning Reserve Service will be assessed in accordance with this Tariff at a rate not to exceed \$24.7379/MWh of Spinning Reserve Capacity.

**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. The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Supplemental Reserve Service obligation. The amount of and charges for Supplemental Reserve Service are set forth below. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

Charges for Operating Reserve – Supplemental Reserve Service will be assessed in accordance with this Tariff at a rate not to exceed \$24.7379/MWh of Supplemental Reserve Capacity.

**SCHEDULE 7****Long-Term Firm and Short-Term Firm Point-To-Point  
Transmission Service**

The Transmission Customer shall compensate the Transmission Provider each month for Firm Point-to-Point Reserved Capacity at the sum of the applicable charges set forth below:

- 1) Yearly Delivery: \$18.6769 per kW of Reserved Capacity per year.
- 2) Monthly Delivery: \$1.5564 per kW of Reserved Capacity per month.
- 3) Weekly Delivery: \$0.3592 per kW of Reserved Capacity per week.
- 4) Daily Delivery: \$0.0718 per kW of Reserved Capacity per day.
- 5) Hourly Delivery: \$4.4896 per MW of Reserved Capacity per hour.

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.

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

Transmission Service Website, and (3) once a discount is negotiated, details must be immediately posted on the Transmission Service Website. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, the Transmission Provider 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.

**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 24.1 of the Tariff.

**Overrun Charges:** Transmission Provider will assess a charge for unauthorized use of transmission service. The charge will be applied to use in excess of the reservation amount (“the overrun”), which shall be the difference between the maximum integrated hourly amount of transmission service actually used by the customer less the amount of transmission service the customer has reserved for such hour. The charge assessed shall be equal to two times the current maximum allowable rate of the applicable Firm Point-to-Point Transmission Service at the time of the unauthorized use, assessed against the hour with the highest level of use during the time period in which the overrun occurred. If no transmission service has been reserved for such hour, and it is determined that the customer has used Transmission Provider transmission, the customer will be charged the Overrun Charge. Ancillary Services will be charged in connection with the unauthorized

use of transmission service and will be based on the actual period of the overrun.

**SCHEDULE 8****Non-Firm Point-To-Point Transmission Service**

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

- 1) **Monthly delivery:** \$1.5564 per kW of Reserved Capacity per month.
- 2) **Weekly delivery:** \$0.3592 per kW of Reserved Capacity per week.
- 3) **Daily delivery:** \$0.0718 per kW 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 \$4.4896 per MWh of Reserved Capacity. 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.

**Discounts:** Three principal requirements apply to discounts for transmission service as follows: (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the 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 Transmission Service Website, and (3) once a discount is negotiated, details must be immediately posted on the Transmission Service Website. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, the Transmission Provider 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.

**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 24.1 of the Tariff.

**SCHEDULE 9****Generator Imbalance Service**

This schedule 9 shall apply during such hours when the Transmission Provider is participating in the EIM and when the EIM has not been suspended. In accordance with Section 10 of Attachment Q of this Tariff, Schedule 9A shall apply during such hours when the Transmission Provider is not participating in the EIM and when the EIM has been suspended.

Generator Imbalance Service is provided when a difference occurs between the output of a generator located in the Transmission Provider's Control Area that is not an SCL EIM Participating Resource and the resource component of the Transmission Customer Base Schedule from that generator to (1) another Control Area or (2) a load within the Transmission Provider's Control Area over a single hour. The Transmission Provider 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 Control Area.

The Transmission Customer must either purchase this service from the Transmission Provider 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. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to

reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area Operator.

The Transmission Provider shall establish charges for Generator Imbalance Service as follows (the following provisions do not apply to Transmission Customers which have received a Manual Dispatch or EIM Available Balancing Capacity dispatch or which have communicated physical changes in the output of resources to the MO):

A Transmission Customer shall be charged or paid for Generator Imbalance Service measured as the deviation of the Transmission Customer's metered generation compared to the resource component of the Transmission Customer Base Schedule settled as UIE by the MO for the period of the deviation at the applicable PNode RTD price where the generator is located, as determined by the MO under Section 29.11(b)(3)(B) of the MO Tariff.

The following provisions shall apply to Transmission Customers which have received a Manual Dispatch or EIM Available Balancing Capacity dispatch, or which have communicated physical changes in the output of resources to the MO or for other reasons imbalance energy is calculated by the MO:

- (1) (a) A Transmission Customer shall be charged or paid for Generator Imbalance Service measured as the deviation of the Transmission Customer's metered generation compared to the Manual Dispatch amount, the EIM Available Balancing Capacity dispatch amount, or physical changes in the output of

resources incorporated by the MO in the FMM or for other instructions by the MO, as UIE calculated by the MO for the period of the deviation at the applicable PNode RTD price where the generator is located, as determined by the MO under Section 29.11(b)(3)(B) of the MO Tariff; or

(b) A Transmission Customer shall be charged or paid for Generator Imbalance Service measured as the deviation of the Transmission Customer's metered generation compared to the Manual Dispatch amount, the EIM Available Balancing Capacity dispatch amount, or physical changes in the output of resources incorporated by the MO in RTD or for other instructions by the MO, as UIE calculated by the MO for the period of the deviation at the applicable PNode RTD price where the generator is located, as determined by the MO under Section 29.11(b)(3)(B) of the MO Tariff; and

- (2) (a) A Transmission Customer shall be charged or paid for Generator Imbalance Service measured as the deviation of either the Manual Dispatch amount, the EIM Available Balancing Capacity dispatch amount, or physical changes in the output of resources incorporated by the MO in the FMM or for other instructions by the MO, compared to the resource component of the Transmission Customer Base Schedule, as IIE calculated by the MO for the period of the deviation at the applicable PNode FMM price where the generator

is located, as determined by the MO under Section 29.11(b)(1)(A)(ii) of the MO Tariff; or

(b) Generator Imbalance Service measured as the deviation of either the Manual Dispatch amount, the EIM Available Balancing Capacity dispatch amount, or physical changes in the output of resources incorporated by the MO in RTD or for other instructions by the MO, compared to the FMM schedule, as IIE calculated by the MO for the period of the deviation at the applicable PNode RTD price where the generator is located, as determined by the MO under Section 29.11(b)(2)(A)(ii) of the MO Tariff.

**Applicability to Interconnection Customers:** To the extent the Interconnection Customer is a different entity than the Transmission Customer and controls the output of a generator located in the Transmission Provider's Control Area, the Interconnection Customer may be subject to charges for Generator Imbalance Service (rather than the Transmission Customer) in accordance with this Schedule 9.

**SCHEDULE 9A****Generator Imbalance Service When EIM Suspended**

In accordance with Section 10 of Attachment Q of this Tariff, this Schedule 9A shall apply during such hours when the Transmission Provider is not participating in the EIM and when the EIM has been suspended. Schedule 9 shall apply during such hours when the Transmission Provider is participating in the EIM and when the EIM has not been suspended.

Generator Imbalance Service is provided when a difference occurs between the output of a generator located in the Transmission Provider's Control Area and a delivery schedule from that generator to (1) another Control Area or (2) a load within the Transmission Provider's Control Area over a single hour. An Interconnection Customer, as defined in Attachment M or N of the Tariff, as applicable, must pay imbalance charges in accordance with this Schedule. The Transmission Provider 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 Control Area.

The Transmission Customer must either purchase this service from the Transmission Provider 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. To the extent the Control Area operator performs this

service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area Operator.

The Transmission Provider 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.

The Transmission Provider 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 the Transmission Provider, a 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 will be based on an hourly energy index in the Pacific Northwest. If no adequate hourly index exists, an alternative index will be used. The index to be used will be posted on the Transmission Service Website at least 30 days prior to use for determining the incremental cost.

**Applicability to Interconnection Customers:** To the extent the Interconnection Customer is a different entity than the Transmission Customer and controls the output of a

generator located in the Transmission Provider's Control Area, the Interconnection Customer may be subject to charges for Generator Imbalance Service (rather than the Transmission Customer) in accordance with this Schedule 9A.

**SCHEDULE 10****Real Power Losses**

The Transmission Customer taking Firm Point-to-Point or Non-Firm Point-to-Point Transmission Service, excluding Energy Imbalance Service and Generator Imbalance Service, shall reimburse the Transmission Provider for Real Power Losses as provided in Section 16.7 of this Tariff. The Transmission Customer must financially settle for Real Power Losses by reimbursement as specified herein.

Settlement of Real Power Losses associated with Energy Imbalance Service shall be pursuant to Schedule 4 of this Tariff, and settlement of Real Power Losses associated with Generator Imbalance Service shall be pursuant to Schedule 9 of this Tariff. The procedures to determine the amount of Real Power Losses associated with a Transmission Customer's Base Schedule, as well as the reimbursement for Real Power Losses, are set forth below.

The amount of Real Power Losses assessed to a Transmission Customer in a given hour shall be the product of such Transmission Customer Base Schedule during the hour in MWhs and the applicable loss factor provided in Sections 16.7.

The Transmission Customer shall compensate the Transmission Provider at a rate equal to the amount of Real Power Losses assessed to such Transmission Customer in a given hour multiplied by the hourly LAP price for the SCL BAA in that hour as established by the MO under section 29.11 (b)(3)(C) of the MO Tariff.

In the event that Transmission Provider is not participating in the EIM, the EIM has been suspended, or Transmission Customer Base Schedules or LAP prices are otherwise unavailable to calculate Real Power Losses as described above, the amount of Real Power Losses assessed to the Transmission Customer shall be the product of the actual transmission service provided (scheduled service less any curtailments, corrections or adjustments mutually agreed on by the Transmission Provider and the Transmission Customer) during each hour in MWhs and the applicable loss factor provided in Sections 16.7.

The Transmission Customer shall compensate the Transmission Provider at a rate equal to the amount of Real Power Losses calculated pursuant to the preceding paragraph multiplied by the published IntercontinentalExchange® (“ICE”) Mid-C index price (“MidC Index Price”) applicable to the hour of service (i.e., the “Peak Mid-C Index Price” for service during peak hours, and the “Off-Peak Mid-C Index Price” for service during offpeak hours).

## **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 \_\_\_\_\_ (the Transmission Provider), and \_\_\_\_\_ (“Transmission Customer”).
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 18.3 of the Tariff.
- 4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
- 5.0 The Transmission Provider 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.
- 6.0 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.

Transmission Provider:

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

Transmission Customer:

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

7.0 The Tariff is incorporated herein and made a part hereof.

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

Transmission Provider:

By: \_\_\_\_\_  
Name Title Date

Transmission Customer:

By: \_\_\_\_\_  
Name Title 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 Transmission Provider 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 in accordance with the terms and conditions of the Tariff.)

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

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

8.3 Direct Assignment Facilities Charge: \_\_\_\_\_  
\_\_\_\_\_

8.4 Ancillary Services Charges: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT A-1****Form Of Service Agreement For  
The Resale, Reassignment Or Transfer Of  
Point-To-Point Transmission Service**

- 1.0 This Service Agreement, dated as of \_\_\_\_\_, is entered into, by and between \_\_\_\_\_ (the Transmission Provider), and \_\_\_\_\_ (the Assignee).
- 2.0 The Assignee has been determined by the Transmission Provider to be an Eligible Customer under the Tariff pursuant to which the transmission service rights to be transferred were originally obtained.
- 3.0 The terms and conditions for the transaction entered into under this Service Agreement shall be subject to the terms and conditions of Part II of the Transmission Provider's Tariff, except for those terms and conditions negotiated by the Reseller of the reassigned transmission capacity (pursuant to Section 24.1 of this Tariff) and the Assignee include: contract effective and termination dates, the amount of reassigned capacity or energy, point(s) of receipt and delivery. Changes by the Assignee to the Reseller's Points of Receipt and Points of Delivery will be subject to the provisions of Section 24.2 of this Tariff.
- 4.0 The Transmission Provider shall continue to charge the Reseller under Schedule 7 in accordance with the Reseller's Service Agreement with the Transmission Provider. The Assignee shall pay the Reseller for Reserved Capacity but will pay the Transmission Provider for Ancillary Services (Schedules 1 through 7 and 10) in accordance with Assignee's Service Agreement.
- 5.0 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.

Transmission Provider:

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Assignee:

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6.0 The Tariff is incorporated herein and made a part hereof.

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

Transmission Provider:

By: \_\_\_\_\_  
Name Title Date

Assignee:

By: \_\_\_\_\_  
Name Title Date

Specifications For The Resale, Reassignment Or Transfer of  
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 Transmission Provider 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 reassigned 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 in accordance with the terms and conditions of the Tariff.)

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

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

8.3 Direct Assignment Facilities Charge: \_\_\_\_\_  
\_\_\_\_\_

8.4 Ancillary Services Charges: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.0 Name of Reseller of the reassigned transmission capacity:  
\_\_\_\_\_

**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 \_\_\_\_\_ (the Transmission Provider), and \_\_\_\_\_ (Transmission Customer).
- 2.0 The Transmission Customer has been determined by the Transmission Provider 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 the Transmission Provider upon request by an authorized representative of the Transmission Customer.
- 4.0 The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.
- 5.0 The Transmission Provider 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.
- 6.0 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.

Transmission Provider:

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Transmission Customer:

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7.0 The Tariff is incorporated herein and made a part hereof.

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

Transmission Provider:

By: \_\_\_\_\_  
Name Title Date

Transmission Customer:

By: \_\_\_\_\_  
Name Title Date

## **ATTACHMENT C**

### **Methodology To Assess Available Transfer Capability**

Transmission Provider will calculate Available Transfer Capability (ATC) using System Impact Studies performed for specific Transmission Service Requests (TSR) as it works to build more robust methodology and tools to calculate ATC.

**ATTACHMENT D****Methodology for Completing a System Impact Study**

Upon receipt of a request for service pursuant to the applicable terms and conditions of this Tariff, Transmission Provider will complete a System Impact Study associated with the requested transmission service. The study procedure will use Good Utility Practice and the engineering and operating principles, standards, guidelines, and criteria of Transmission Provider, WECC, NERC, or any similar organization that may exist in the future of which Transmission Provider is then a member.

Transmission Provider shall use its sole discretion as to the scope, details and methods used to perform the Study. If necessary, a meeting between Transmission Provider and applicant shall be held as soon as practical after execution of the System Impact Study Agreement to: (a) review the application and any known issue that could affect the scope of the study, and (b) develop a scope of study. The location of the meeting shall be at Transmission Provider's offices unless the parties mutually agree to another location.

Transmission Provider will complete a System Impact Study using, to the extent consistently applied by Transmission Provider, the criteria and process for assessing the capability of the Transmission System as detailed in Sections 4 and 5 of Transmission Provider's then most recent FERC Form 715 submittal.

In determining the level of capacity available for new Firm Point-To-Point Transmission Service requests, Transmission Provider may exclude, from capacity to be made available for new Firm Point-To-Point Transmission Service requests, that capacity needed to meet (i) then current and reasonably forecasted load of Native Load Customers, (ii) then existing commitments to Transmission Provider or others of Firm Point-To-Point Transmission Service under this Tariff, (iii) previously received pending Applications for Firm Point-To-Point Transmission Service under this Tariff, and (iv) then existing firm obligations under other tariffs, contracts and rate schedules.

**ATTACHMENT E**

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

<u>Customer</u>	<u>Date of Service Agreement</u>
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**ATTACHMENT J**

**Procedures for Addressing Parallel Flows**

Procedures available at the request of customer.

## **ATTACHMENT K**

### **Transmission Planning Process**

This Attachment K is pending formalization of planning requirements that conform with Transmission Provider's engagement in NorthernGrid.

**ATTACHMENT L****Creditworthiness Procedures**

For the purpose of determining the ability of the Transmission Customer to meet its obligations related to service hereunder, the Transmission Provider may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices and must specify quantitative and qualitative criteria to determine the level of secured and unsecured credit.

**TRANSMISSION CREDIT POLICY**

The following is the Transmission Credit Policy for the Transmission Provider. The Transmission Provider is a department of The City of Seattle. This Transmission Credit Policy may be updated periodically and is administered by the Transmission Provider's Risk Oversight Group ("Risk").

Prior to the Transmission Provider entering into or renewing an agreement substantially in the form of Attachment A, A-1 or B to the OATT (each agreement, a "Transmission Service Agreement"), the credit worthiness of the Transmission Customer must be analyzed by Risk. Risk will inform the Transmission Provider when credit has been approved. After the Transmission Service Agreement is signed, Risk will establish the Transmission Customer in the Transmission Provider's credit and risk reporting system.

The table below lists the current maximum unsecured credit limits for the Transmission Provider's Transmission Customers. Credit limits will be set based on the following factors: the lower of the credit ratings from Standard & Poor's Ratings Services and Moody's Investors Service, as categorized in the table below; and Risk's assessments of the Transmission Customer's financial strength and ability to pay on a timely basis.

<b>Category</b>	<b>Standard &amp; Poor's Ratings Services</b>	<b>Moody's Investors Service</b>	<b>Maximum Unsecured Credit Limit (a)</b>
Prime & High Investment Grade	AA- or above	Aa3 or above	Not to exceed \$5,000,000
Upper Medium Investment Grade	A+, A, A-	A1, A2, A3	Not to exceed \$3,000,000
Lower Medium Investment Grade	BBB+, BBB	Baa1, Baa2	Not to exceed \$1,000,000
Borderline Investment Grade and Non-Investment Grade	BBB- or below	Baa3 or below	\$0
Subsidiary with Parent Guaranty Acceptable to Department	Above Ratings Apply To Parent	Above Ratings Apply to Parent	Above Credit Limits Apply To Parent

Non-Rated Company (Parent and/or Subsidiary)			Letter of Credit acceptable to Department or Pre-Payment
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- (a) Proviso: Limit must not to exceed 1.00% of the Transmission Service Customer’s most recent tangible net worth as published in its most recent audited financial statements.

Once a Transmission Customer’s credit limit has been reached, no additional sales under the Transmission Service Agreement may be made until payment or additional credit assurance is received. Additional credit assurance may be provided in the following forms: (1) an acceptable irrevocable Letter of Credit; (2) an acceptable Payment Guaranty; or (3) prepayment.

An acceptable irrevocable Letter of Credit for the benefit of The City of Seattle must meet the following criteria: (1) it must be from a United States office of a commercial bank or trust company organized under the laws of the United States of America or a political subdivision thereof or from a foreign bank with a branch office located in the United States and (2) the Letter of Credit provider must have at least an “A” credit rating from two or more major credit rating agencies.

The Transmission Provider will be notified when credit levels change and/or additional credit assurance is required. The posting of additional credit assurance or the curing of Risk’s determination of non-creditworthiness is required within 1 business day of notification. Upon request, Risk will provide a written explanation for any change in credit levels or assurance requirements.

Exposures are measured as a rolling 60-day notional exposure. If at any time a Transmission Customer fails to pay unsecured amounts owed to the Transmission Provider, the customer’s credit is reduced to zero.

Contested determinations of credit or assurance requirements may be discussed with Risk’s Credit Representative at 206-233-2756. The Transmission Provider’s Risk Oversight Group has final determination over contested transmission credit matters.

**ATTACHMENT M**

**Generation Interconnection Procedures (GIP)**

*(Place holder due to size. See attachment.)*

**ATTACHMENT M – Appendix 6**  
**Generator Interconnection Agreement (GIA)**

*((Place holder due to size. See attachment.))*

**ATTACHMENT Q****Energy Imbalance Market****Section 1. General Provision - Purpose and Effective Date of Attachment Q**

This Attachment Q provides for Transmission Provider's participation as the SCL EIM Entity in the EIM administered by the MO. Capitalized terms are defined in Section I of this Tariff. If not defined in this Tariff, defined terms may be contained in the MO Tariff. Attachment Q shall be in effect for as long as SCL EIM Entity participates in the EIM and until all settlements are finalized resulting from such implementation.

This Attachment Q shall apply to: (1) all Transmission Customers and Interconnection Customers, as applicable, with new and existing service agreements under Part II and Attachment M of this Tariff, (2) all Transmission Customers with legacy transmission agreements that pre-existed this Tariff and that expressly incorporate by reference the applicability of Transmission Provider's Tariff and/or this Attachment Q in particular, and (3) Transmission Provider's use of the transmission system for service to Native Load Customers. To the extent an Interconnection Customer controls the output of a generator located in SCL's BAA, the SCL EIM Entity may require the Interconnection Customer to comply with requirements in this Attachment Q applicable to Transmission Customers to the extent that the SCL EIM Entity makes a determination, that such Interconnection Customer is the more appropriate party to satisfy the requirements of Attachment Q than any Transmission Customer.

This Attachment Q shall work in concert with the provisions of the MO Tariff implementing the EIM to support operation of the EIM. To the extent that this Attachment Q is inconsistent with a provision in the remainder of this Tariff with regard to the SCL EIM Entity's administration of the EIM, this Attachment Q shall prevail.

This Attachment Q governs the relationship between the SCL EIM Entity and all Transmission Customers and Interconnection Customers subject to this Tariff. This Attachment Q does not establish privity between Transmission Customers and the MO or make a Transmission Customer subject to the MO Tariff. Any Transmission Customer duties and obligations related to the EIM are those identified in this Tariff, unless the Transmission Customer voluntarily elects to participate directly in the EIM as an SCL EIM Participating Resource, in which case the MO Tariff provisions for EIM Participating Resources and EIM Participating Resource Scheduling Coordinators shall also apply.

## **Section 2. Election of Transmission Customers to become SCL EIM Participating Resources**

The decision of a Transmission Customer to participate in the EIM with resources as SCL EIM Participating Resources is voluntary. A Transmission Customer that chooses to have a resource become an SCL EIM Participating Resource must satisfy the following:

- (1) Meet the requirements specified in Section 3 of this Attachment Q, and the SCL EIM BP;
- (2) Become or retain a MO-certified EIM Participating Resource Scheduling Coordinator; and
- (3) Follow the application and certification process specified in this Attachment Q and the SCL EIM BP posted on the Transmission Service Website.

Transmission Customers which own or control multiple resources may elect to have any or all of their resources be SCL EIM Participating Resources, in which case any resources that are not elected by the Transmission Customer to be SCL EIM Participating Resources shall be treated as Non-Participating Resources for purposes of this Attachment Q.

## **Section 3. Eligibility to be an SCL EIM Participating Resource**

### **3.1 Internal Resources - Transmission Rights**

Resources owned or controlled by Transmission Customers and located within the metered boundaries of SCL's BAA are eligible to become SCL EIM Participating Resources.

The Transmission Customer that owns or controls the resource must have transmission rights associated with either (i) a Service Agreement for Firm Point-to-Point Transmission Service or (ii) a Service Agreement for Non-Firm Point-to-Point Transmission Service, and such Transmission Customer elects to participate in the EIM.

### **3.2 Resources External to SCL's BAA**

#### **3.2.1 Use of Pseudo-Ties**

A resource owned or controlled by a Transmission Customer that is not physically located inside the metered boundaries of SCL's BAA may participate in the EIM as an SCL

EIM Participating Resource if the Transmission Customer: (1) implements a Pseudo-Tie into SCL's BAA, consistent with SCL's EIM BP posted on the Transmission Service Website; (2) has arranged firm transmission over any third-party transmission systems to an SCL BAA intertie boundary equal to the amount of energy that will be Dynamically Transferred through a Pseudo- Tie into SCL's BAA, consistent with SCL's EIM BP posted on the Transmission Service Website; and (3) has secured transmission service rights consistent with Section 3.1 of this Attachment Q.

### **3.2.2 Pseudo-Tie Costs**

Pseudo-Tie implementation costs shall be allocated in a manner consistent with the treatment of Network Upgrades and Direct Assignment Facilities to facilitate a Pseudo-Tie into SCL's BAA.

## **3.3 Application and Certification of SCL EIM Participating Resources**

### **3.3.1 Application**

To register a resource to become an SCL EIM Participating Resource, an applicant must submit a completed application and shall provide a deposit of \$1,500 for the SCL EIM Entity to process the application. Upon completion of processing the completed application, the SCL EIM Entity shall charge and the applicant shall pay the actual costs of the application processing. Any difference between the deposit and the actual costs of the application processing shall be paid by or refunded (without interest) to the SCL EIM Participating Resource applicant, as appropriate.

At the time of application, any SCL EIM Participating Resource applicant must elect to perform the duties of either a CAISO Metered Entity or Scheduling Coordinator Metered Entity, consistent with the MO's requirements, as applicable.

### **3.3.2 Processing the Application**

The SCL EIM Entity shall make a determination as to whether to accept or reject the application within 45 days of receipt of the application. At minimum, the SCL EIM Entity shall validate through the application that the SCL EIM Participating Resource applicant has satisfied Sections 3.1 and 3.2 of this Attachment Q, as applicable, and met minimum telemetry and metering requirements, as set forth in the MO's requirements and the SCL EIM BP. Within 45 days of receipt of the application and in accordance with the process outlined in the SCL EIM BP, the SCL EIM Entity may request additional

information and will attempt to resolve any minor deficiencies in the application with the Transmission Customer. The SCL EIM Entity may extend the 45-day period to accommodate the resolution of minor deficiencies in the application in order to make a determination on an application.

If the SCL EIM Entity approves the application, it shall send notification of approval to both the SCL EIM Participating Resource applicant and the MO.

If the SCL EIM Entity rejects the application, the SCL EIM Entity shall send notification stating the grounds for rejection to the SCL EIM Participating Resource applicant. Upon request, the SCL EIM Entity may provide guidance to the applicant as to how the SCL EIM Participating Resource applicant may cure the grounds for the rejection. In the event that the SCL EIM Entity has granted an extension of the 45-day period but the applicant has neither provided the additional requested information nor otherwise resolved identified deficiencies within six months of the SCL EIM Entity's initial receipt of the application, the application shall be deemed rejected by the SCL EIM Entity.

If an application is rejected, the SCL EIM Participating Resource applicant may resubmit its application at any time (including submission of a new processing fee deposit).

### **3.3.3 Certification Notice**

Upon approval of an application and in accordance with the process specified in the SCL EIM BP, certification by the SCL EIM Entity of the SCL EIM Participating Resource to participate in the EIM shall occur once the Transmission Customer has demonstrated and the MO has confirmed that the Transmission Customer has:

- (1) Met the MO's criteria to become an EIM Participating Resource and executed the MO's pro forma EIM Participating Resource Agreement;
- (2) Qualified to become or retained the services of a MO-certified EIM Participating Resource Scheduling Coordinator;
- (3) Met the necessary metering requirements of this Tariff and Section 29.10 of the MO Tariff, and the EIM Participating Resource Scheduling Coordinator has executed the MO's pro forma Meter Service Agreement for Scheduling Coordinators; and
- (4) Met communication and data requirements of this Tariff and Section 29.6 of the MO Tariff, and has the ability to receive and implement Dispatch Instructions every five minutes from the MO.

Upon receiving notice from the MO of the completion of the enumerated requirements by the Transmission Customer, the SCL EIM Entity shall provide notice to both the Transmission Customer with an SCL EIM Participating Resource and the MO that the SCL EIM Participating Resource is certified and therefore eligible to participate in the EIM.

### **3.3.4 Status of Resource Pending Certification**

If the Transmission Customer: (i) has submitted an application for a resource to be an SCL EIM Participating Resource but the application has not been approved; or (ii) the resource has not yet been certified by the SCL EIM Entity consistent with Section 3.3.3 of this Attachment Q, the resource shall be deemed to be a Non-Participating Resource.

### **3.3.5 Notice and Obligation to Report a Change in Information**

Each Transmission Customer with an SCL EIM Participating Resource has an ongoing obligation to inform the SCL EIM Entity of any changes to any of the information submitted as part of the application process under this Attachment Q. This information includes, but is not limited to:

- (1) Any change in the SCL EIM Participating Resource Scheduling Coordinator representing the resource;
- (2) Any change in the ownership or control of the resource;
- (3) Any change to the physical characteristics of the resource required to be reported to the MO in accordance with Section 29.4(c)(4)(C) of the MO Tariff; or
- (4) If either the MO terminates the participation of the SCL EIM Participating Resource in the EIM or the Transmission Customer has terminated the SCL EIM Participating Resource's participation in the EIM; in either case, that resource shall be considered to be a Non-Participating Resource for purposes of this Tariff, including Attachment Q.

**Section 4. Roles and Responsibilities****4.1 Transmission Provider as the SCL EIM Entity and the SCL EIM Entity Scheduling Coordinator****4.1.1 Responsibilities****4.1.1.1 Identification of EIM Entity Scheduling Coordinator**

The SCL EIM Entity can serve as the SCL EIM Entity Scheduling Coordinator or retain a third party to perform such role. If the SCL EIM Entity is not the SCL EIM Entity Scheduling Coordinator, the SCL EIM Entity shall communicate to the SCL EIM Entity Scheduling Coordinator the information required by the SCL EIM Entity Scheduling Coordinator to fulfill its responsibilities in the EIM.

The SCL EIM Entity Scheduling Coordinator shall coordinate and facilitate the EIM in accordance with the requirements of the MO Tariff. The SCL EIM Entity Scheduling Coordinator must meet the certification requirements of the MO and enter into any necessary MO agreements.

**4.1.1.2 Processing SCL EIM Participating Resource Applications**

The SCL EIM Entity shall be responsible for processing applications of Transmission Customers seeking authorization to participate in the EIM with resources as SCL EIM Participating Resources in accordance with Section 3.3 of this Attachment Q.

**4.1.1.3 Determination of EIM Implementation Decisions for SCL's BAA**

The SCL EIM Entity is solely responsible for making any decisions with respect to EIM participation that the MO requires of EIM Entities. The SCL EIM Entity has made the following determinations:

- (1) Eligibility requirements: Eligibility requirements are set forth in Section 3 of Attachment Q.
- (2) Load Aggregation Point(s): There shall be one LAP for SCL's BAA.

- (3) MO load forecast: The SCL EIM Entity shall utilize the MO load forecast but shall retain the right to provide the load forecast to the MO in accordance with the MO Tariff.
- (4) MO metering agreements: The SCL EIM Entity and all Transmission Customers with SCL EIM Participating Resources shall become either a CAISO Scheduling Coordinator Metered Entity or CAISO Metered Entity in accordance with Section 29.10 of the MO Tariff. The SCL EIM Entity shall be a Scheduling Coordinator Metered Entity on behalf of all Transmission Customers with Non-Participating Resources in accordance with Section 29.10 of the MO Tariff.

#### **4.1.1.4 SCL EIM Business Practice**

The SCL EIM Entity shall establish and revise, as necessary, procedures to facilitate implementation and operation of the EIM through the SCL EIM BP that shall be posted on the Transmission Service Website.

#### **4.1.1.5 Determination to Take Corrective Actions or Permanently Terminate Participation in the EIM**

The SCL EIM Entity may take corrective actions in SCL's BAA in accordance with the requirements of Section 10.3 of Attachment Q.

In addition, the SCL EIM Entity, in its sole and absolute discretion, may permanently terminate its participation in the EIM by providing notice of termination to the MO pursuant to applicable agreements, in accordance with the requirements of Section 10.2 of Attachment Q.

#### **4.1.2 Responsibilities of the SCL EIM Entity to Provide Required Information**

##### **4.1.2.1 Provide Modeling Data to the MO**

The SCL EIM Entity shall provide the MO information associated with transmission facilities within SCL's BAA, including, but not limited to, network constraints and associated limits that must be observed in SCL's BAA network and interties with other BAAs.

#### **4.1.2.2 Registration**

The SCL EIM Entity shall register all Non-Participating Resources with the MO. The SCL EIM Entity may choose to obtain default energy bids from the MO for Non-Participating Resources that are Balancing Authority Area Resources. The SCL EIM Entity shall update this information in accordance with the MO's requirements as revised information is received from Transmission Customers with Non-Participating Resources in accordance with Section 4.2.1.2 of this Attachment Q.

#### **4.1.3 Day-to-Day EIM Operations**

##### **4.1.3.1 Submission of Transmission Customer Base Schedule, Forecast Data for Non-Participating Resources that are Variable Energy Resources, and Resource Plans**

The SCL EIM Entity is responsible for providing the data required by the MO in accordance with Section 29.34 of the MO Tariff, including but not limited to: (1) hourly Transmission Customer Base Schedules; (2) Forecast Data for SRP EIM Non-Participating Resources that are Variable Energy Resources; and (3) Resource Plans.

##### **4.1.3.2 Communication of Manual Dispatch Information**

The SCL EIM Entity shall inform the MO of a Manual Dispatch by providing adjustment information for the affected resources in accordance with Section 29.34 of the MO Tariff.

##### **4.1.3.3 Confirmation**

The MO shall calculate, and the SCL EIM Entity shall confirm, actual values for Dynamic Schedules reflecting EIM Transfers to the MO within 60 minutes after completion of the Operating Hour to ensure the e-Tag author will be able to update these values in accordance with WECC policies and industry standards through an update to the e-Tag. If WECC policies and industry standards are modified such that the 60 minute time frame set forth in the preceding sentence is no longer sufficient to enable compliance with the WECC policies and industry standards, Transmission Provider shall specify in its EIM BP the applicable time frame necessary to remain compliant.

#### **4.1.3.4 Dispatch of EIM Available Balancing Capacity of An Non-Participating Resource**

Upon notification by the MO, the SCL EIM Entity shall notify the Non-Participating Resource of the Dispatch Operating Point for any EIM Available Balancing Capacity from the Non-Participating Resource, except in circumstances in which the SCL EIM Entity determines the additional capacity is not needed for the BAA or has taken other actions to meet the capacity need.

#### **4.1.4 Provision of Meter Data**

The SCL EIM Entity shall submit load, resource, and Interchange meter data to the MO in accordance with the format and timeframes required in the MO Tariff on behalf of Transmission Customers with Non-Participating Resources, loads, and Interchange.

#### **4.1.5 Settlement of MO Charges and Payments**

The SCL EIM Entity shall be responsible for financial settlement of all charges and payments allocated by the MO to the SCL EIM Entity. The SCL EIM Entity shall sub-allocate EIM charges and payments in accordance with Schedules 1, 4 and 9 of this Tariff or Section 8 of Attachment Q, as applicable.

#### **4.1.6 Dispute Resolution with the MO**

The SCL EIM Entity shall manage dispute resolution with the MO for the SCL EIM Entity settlement statements consistent with Section 29.13 of the MO Tariff, Section 12 of this Tariff, and the SCL EIM BP. Transmission Customers with SCL EIM Participating Resources shall manage dispute resolution with the MO for any settlement statements they receive directly from the MO.

### **4.2 Transmission Customer Responsibilities**

The following Transmission Customers must comply with the information requirements of this section: (1) Transmission Customers with an SCL EIM Participating Resource; (2) Transmission Customers with a Non-Participating Resource; (3) Transmission Customers with load within SCL's BAA; and (4) subject to the limitations identified in Section 4.2.4.5.1 of this Attachment Q, Transmission Customers wheeling through SCL's BAA.

#### **4.2.1 Initial Registration Data**

##### **4.2.1.1 Transmission Customers with an SCL EIM Participating Resource**

A Transmission Customer with an SCL EIM Participating Resource shall provide the SCL EIM Entity with the data necessary to meet the requirements established by the MO to register all resources with the MO as required by Section 29.4(e)(4)(D) of the MO Tariff.

##### **4.2.1.2 Transmission Customers with Non-Participating Resources**

A Transmission Customer with Non-Participating Resources shall provide the SCL EIM Entity with data necessary to meet the requirements established by the MO as required by Section 29.4(c)(4)(C) of the MO Tariff.

#### **4.2.2 Responsibility to Update Required Data**

##### **4.2.2.1 Transmission Customers with an SCL EIM Participating Resource**

Each Transmission Customer with an SCL EIM Participating Resource has an ongoing obligation to inform the MO and SCL EIM Entity of any changes to any of the information submitted by the Transmission Customer provided under Section 4.2.1 of this Attachment Q that reflects changes in operating characteristics as required by Section 29.4(e)(4)(D) of the MO Tariff.

##### **4.2.2.2 Transmission Customers with Non-Participating Resources**

Each Transmission Customer with a Non-Participating Resource has an ongoing obligation to inform the SCL EIM Entity of any changes to any of the information submitted by the Transmission Customer with a Non-Participating Resource provided under Section 4.2.1 of this Attachment Q.

### **4.2.3 Outages**

Transmission Customers with SCL EIM Participating Resources and Transmission Customers with Non-Participating Resources shall be required to provide planned and unplanned outage information for their resources in accordance with Section 7 of this Attachment Q.

### **4.2.4 Submission of Transmission Customer Base Schedule**

Every Transmission Customer (including Transmission Customers which do not have any resources or load within SCL's BAA) shall submit the Transmission Customer Base Schedule to the SCL EIM Entity. This submission must include Forecast Data on all resources, Interchange, and Intrachange which balance to the Transmission Customer's anticipated load, as applicable. If the Transmission Customer does not serve load within SCL's BAA, submission of the Transmission Customer Base Schedule shall include Forecast Data on all resources, Interchange, and Intrachange which shall balance to the Transmission Customer's anticipated actual generation within SCL's BAA. The submissions shall be in the format and within the timing requirements established by the MO and the SCL EIM Entity as required in Section 4.2.4.5 of this Attachment Q and the SCL EIM BP.

#### **4.2.4.1 Transmission Customers with an SCL EIM Participating Resource or Non-Participating Resource in the SCL BAA**

A Transmission Customer with an SCL EIM Participating Resource or a Non-Participating Resource is not required to submit Forecast Data for:

- (1) Resources located in SCL's BAA that are less than three MW; or
- (2) Behind-the-meter generation which is not contained in the MO's network model.

Each SCL EIM Participating Resource Scheduling Coordinator shall provide to the SCL EIM Entity:

- (1) The energy bid range data (without price information) of the respective resources it represents that are participating in the EIM; and
- (2) Dispatch Operating Point data of the respective resources it represents that are participating in the EIM.

#### **4.2.4.2 Transmission Customers with Non-Participating Resources that are Variable Energy Resources**

##### **4.2.4.2.1 Resource Forecasts**

A Transmission Customer with a Non-Participating Resource that is a Variable Energy Resource shall submit (i) resource Forecast Data with hourly granularity and (ii) resource Forecast Data with 5-minute or 15-minute granularity. A Transmission Customer with a Non-Participating Resource that is a Variable Energy Resource shall provide, at minimum, a three-hour rolling forecast with 15-minute granularity, updated every 15 minutes, and may provide, in the alternative, a three-hour rolling forecast with 5-minute granularity, updated every 5 minutes.

##### **4.2.4.2.2 Method of submission**

A Transmission Customer with a Non-Participating Resource that is a Variable Energy Resource shall submit resource Forecast Data consistent with this Section 4.2.4.2 using any one of the following methods:

- (1) The Transmission Customer may elect to use the SCL EIM Entity's Variable Energy Resource reliability forecast prepared for Variable Energy Resources within SCL's BAA, which shall be considered to be the basis for physical changes in the output of the resource communicated to the MO, for purposes of settlement pursuant to Schedule 9 of this Tariff;
- (2) The Transmission Customer may elect to self-supply the Forecast Data and provide such data to the SCL EIM Entity, which shall be considered to be the basis for physical changes in the output of the resource communicated to the MO, for purposes of settlement pursuant to Schedule 9 of this Tariff; or
- (3) The Transmission Customer may elect that the MO produce Forecast Data for the Variable Energy Resource, made available to the Transmission Customer in a manner consistent with Section 29.11 (j)(1) of the MO Tariff, which shall be considered to be the basis for physical changes in the output of the resource communicated to the MO, for purposes of settlement pursuant to Schedule 9 of this Tariff.

##### **4.2.4.2.3 Timing of submission**

A Transmission Customer with a Non-Participating Resource that is a Variable Energy Resource must elect one of the above methods prior to the date the Non-

Participating Resource commences operation within the metered boundaries of SCL's BAA. A Transmission Customer with a Non-Participating Resource that is a Variable Energy Resource may change its election by providing advance notice to the SCL EIM Entity. To the extent a Transmission Customer with a Non-Participating Resource that is a Variable Energy Resource elects subsection (2) in 4.2.4.2.2 above, and such Transmission Customer fails to submit resource Forecast Data for any time interval as required by this Section 4.2.4.2 of this Attachment Q, the SCL EIM Entity shall apply method (1) for purposes of settlement pursuant to Schedule 9 of this Tariff.

#### **4.2.4.3 Transmission Customers with Load**

As set forth in Sections 4.2.4 of this Attachment Q, a Transmission Customer is required to submit Forecast Data on all resources, Interchange, and Intrachange which balance to the Transmission Customer's anticipated load, as applicable. For purposes of settling Energy Imbalance Service pursuant to Schedule 4 of this Tariff, the SCL EIM Entity shall calculate the load component of the Transmission Customer Base Schedule as the resource Forecast Data net of its Interchange Forecast Data and net of its Intrachange Forecast Data, as applicable.

#### **4.2.4.4 Transmission Customers Without Resources or Load in SCL's BAA**

A Transmission Customer which does not have any resources or load within SCL's BAA shall submit a Transmission Customer Base Schedule that includes Interchange and Intrachange Forecast Data to the SCL EIM Entity.

#### **4.2.4.5 Timing of Transmission Customer Base Schedules Submission**

##### **4.2.4.5.1 Preliminary Submission of Transmission Customer Base Schedules by Transmission Customers with Resources Or Load in the SCL BAA.**

Transmission Customers with resources or load in the SCL BAA shall submit their initial Transmission Customer Base Schedules 7 days prior to each Operating Day ("T - 7 days"). Transmission Customers may modify the proposed Transmission Customer Base Schedule at any time but shall submit at least one update by 10 a.m. of the day before the Operating Day.

#### **4.2.4.5.2 Final Submissions of Transmission Customer Base Schedules**

Transmission Customers shall submit proposed final Transmission Customer Base Schedules, at any time but no later than 77 minutes prior to each Operating Hour (“T-77”). Transmission Customers may modify Transmission Customer Base Schedules up to and until 57 minutes prior to the Operating Hour (“T-57”). As of 55 minutes prior to each Operating Hour (“T-55”), the Transmission Customer Base Schedule data for the Operating Hour will be considered financially binding and Transmission Customers may not submit further changes. If the Transmission Customer fails to enter a Forecast Data value, the default will be 0 MW for that Operating Hour.

#### **4.2.5 Metering for Transmission Customers with Non-Participating Resources**

To assess imbalance, the MO shall disaggregate meter data into 5-minute intervals if the meter intervals are not already programmed to 5-minute intervals pursuant to a Transmission Customer’s applicable interconnection requirements associated with any agreement pursuant to Attachment M of this Tariff. To the extent that a Transmission Customer owns the meter or communication to the meter, the Transmission Customer shall be responsible to maintain accurate and timely data accessible for the SCL EIM Entity to comply with Section 4.1.4 of this Attachment Q.

### **Section 5. Transmission Operations**

#### **5.1 Provision of Information Regarding Real-Time Status of the Transmission Provider’s Transmission System**

The SCL EIM Entity shall provide the MO information on the following:

- (1) real time data for the Transmission System and inerties; and
- (2) any changes to transmission capacity and the Transmission System due to operational circumstances.

#### **5.2 Provision of EIM Transfer Capacity by an SCL Interchange Rights Holder**

The SCL EIM Entity shall facilitate the provision of transmission capacity for EIM Transfers offered by an SCL Interchange Rights Holder by providing the MO with

information about the amounts made available by the SCL Interchange Rights Holder for EIM Transfers. The provision of EIM Transfer capacity shall be implemented through the SCL Interchange Rights Holder's submission of an e-Tag by 75 minutes prior to the Operating Hour ("T-75").

The SCL Interchange Rights Holder shall include on the e-Tag the OASIS identification reservation number(s) associated with the transmission rights made available for EIM Transfers and shall also include the Market Operator, all transmission providers, and path operators associated with the OASIS identification reservation number(s) identified on the e-Tag. The SCL Interchange Rights Holder's rights associated with the submitted e-Tag shall be available for the EIM, subject to approval of the e-Tag by all required e-Tag approval entities. The amount made available for EIM Transfers shall never exceed the SCL Interchange Rights Holder's transmission rights.

### **5.3 Provision of EIM Transfer Capability by the SCL EIM Entity**

The SCL EIM Entity shall facilitate the provision of transmission capacity for EIM Transfers by providing the MO with information about the amounts available for EIM Transfers utilizing Available Transfer Capability ("ATC"). Such amounts shall be in addition to any amounts made available by SCL Interchange Rights Holders pursuant to Section 5.2 of this Attachment Q. The provision of EIM Transfer capacity corresponding to ATC shall be implemented by 40 minutes prior to the Operating Hour ("T-40") by the SCL EIM Entity. The SCL EIM Entity shall include an e-Tag, with an OASIS identification reservation number(s) created for EIM Transfers utilizing ATC, and shall also include the MO, all transmission providers, and path operators associated with the OASIS identification reservation number(s) identified in the e-Tag. The amount of ATC indicated on the e-Tag will be based upon the lower of the amount of ATC calculated by each EIM Entity at that interface by T-40. The ATC associated with the submitted e-Tag shall be available for the EIM, subject to approval of the e-Tag by all required e-Tag approval entities.

## **Section 6. System Operations Under Normal and Emergency Conditions**

### **6.1 Compliance with Reliability Standards**

Participation in the EIM shall not modify, change, or otherwise alter the manner in which the Transmission Provider operates its Transmission System consistent with applicable reliability standards, including adjustments.

Participation in the EIM shall not modify, change, or otherwise alter the

obligations of the SCL EIM Entity, Transmission Customers with SCL EIM Participating Resources, or Transmission Customers with Non-Participating Resources to comply with applicable reliability standards.

The SCL EIM Entity shall remain responsible for the following:

- (1) Maintaining appropriate operating reserves and for its obligations pursuant to any reserve sharing group agreements;
- (2) NERC and WECC responsibilities including, but not limited to, informing the Reliability Coordinator of issues within SCL's BAA, in accordance with applicable reliability standards;
- (3) Processing e-Tags and managing schedule curtailments at the interties; and
- (4) Monitoring and managing real-time flows within system operating limits on all transmission facilities within SCL's BAA, including facilities of SCL BAA Transmission Owners. If requested by a Transmission Customer that is also an SCL BAA Transmission Owner, the SCL EIM Entity will provide additional information or data related to EIM operation as it may relate to facilities of an SCL BAA Transmission Owner.

## **6.2 Good Utility Practice**

The SCL EIM Entity, Transmission Customers with Non-Participating Resources, and Transmission Customers with SCL EIM Participating Resources shall comply with Good Utility Practice with respect to this Tariff, including Attachment Q.

## **6.3 Management of Contingencies and Emergencies**

### **6.3.1 EIM Disruption**

If the MO declares an EIM disruption in accordance with Section 29.7(j) of the MO Tariff, the SCL EIM Entity shall, in accordance with Section 29.7(j)(4) of the MO Tariff, promptly inform the MO of actions taken in response to the EIM disruption by providing adjustment information, updates to e-Tags, transmission limit adjustments, or outage and de-rate information, as applicable.

### **6.3.2 Manual Dispatch**

The SCL EIM Entity may issue a Manual Dispatch order to a Transmission

Customer with an SCL EIM Participating Resource or a Non-Participating Resource in SCL's BAA, to address reliability or operational issues in SCL's BAA that the EIM is not able to address through normal economic dispatch and congestion management.

The SCL EIM Entity shall inform the MO of a Manual Dispatch as soon as possible.

## **Section 7. Outages**

### **7.1. SCL EIM Entity Transmission Outages**

#### **7.1.1 Planned Transmission Outages and Known Derates**

The SCL EIM Entity shall submit information regarding planned transmission outages and known derates to the MO's outage management system in accordance with Section 29.9(b) of the MO Tariff. The SCL EIM Entity shall update the submittal if there are changes to the transmission outage plan.

#### **7.1.2 Unplanned Transmission Outages**

The SCL EIM Entity shall submit information as soon as possible regarding unplanned transmission outages or derates to the MO's outage management system in accordance with Section 29.9(e) of the MO Tariff.

### **7.2 SCL BAA Transmission Owner Outages**

Transmission Customers that are also SCL BAA Transmission Owners shall provide the SCL EIM Entity with planned and unplanned transmission outage data. Planned outages shall be reported to the SCL EIM Entity. The SCL EIM Entity shall communicate information regarding planned and unplanned outages of SCL BAA Transmission Owner facilities to the MO as soon as practicable upon receipt of the information from the SCL BAA Transmission Owner.

### **7.3 SCL EIM Participating Resource Outages**

#### **7.3.1 Planned SCL EIM Participating Resource Outages and Known Derates**

SCL EIM Participating Resource Scheduling Coordinators shall submit information regarding planned resource outages and known derates to the SCL EIM

Entity. Planned outages and known derates shall be reported to the SCL EIM Entity 7 or more days in advance and preferably at least 30 days in advance of the outage or known derate. The SCL EIM Entity shall then submit this outage information to the MO's outage management system in accordance with Section 29.9(c) of the MO Tariff. SCL EIM Participating Resource Scheduling Coordinators shall update the submittal if there are changes to the resource outage plan.

### **7.3.2 Unplanned SCL EIM Participating Resource Outages or Derates**

In the event of an unplanned outage required to be reported under Section 29.9(e) of the MO Tariff, the SCL EIM Participating Resource Scheduling Coordinator is responsible for notifying the SCL EIM Entity of required changes. The SCL EIM Entity shall then submit this information to the MO's outage management system. Changes in availability of 10 MW or 5% of Pmax (whichever is greater) lasting 15 minutes or longer must be reported to the SCL EIM Entity. The SCL EIM Entity shall then submit this information to the MO's outage management system.

## **7.4 Outages of Transmission Customers with Non-Participating Resources**

### **7.4.1 Planned Outages and Known Derates of Transmission Customers with Non- Participating Resources**

Transmission Customers with Non-Participating Resources shall report information regarding planned outages and known derates of resources to the SCL EIM Entity. The Transmission Customer with a Non-Participating Resource shall update the submittal if there are changes to the resource's outage plan.

The SCL EIM Entity shall submit planned resource outages and known derates of Non- Participating Resources to the MO's outage management system in accordance Section 29.9(c) of the MO Tariff.

### **7.4.2 Unplanned Outages of or Derates Resources of Transmission Customers with Non- Participating Resources**

Unplanned outages of resources of a Transmission Customer with Non-Participating Resources shall be reported to the SCL EIM Entity.

In the event of a forced outage required to be reported under Section 29.9(e) of the MO Tariff, the SCL EIM Entity is responsible for notifying the MO of required changes

through the MO's outage management system. Changes in availability of 10 MW or 5% of the element's normal system operating limits (whichever is greater) lasting 15 minutes or longer must be reported to the SCL EIM Entity. The SCL EIM Entity shall then submit this information to the MO's outage management system.

## **Section 8. EIM Settlements and Billing**

The SCL EIM BP shall include information on the specific charge codes applicable to EIM settlement.

### **8.1 Instructed Imbalance Energy (IIE)**

The SCL EIM Entity shall settle as IIE imbalances that result from (1) operational adjustments of a Transmission Customer's affected base generation schedule or Interchange, which includes changes by a Transmission Customer after T-57, (2) resource imbalances created by Manual Dispatch or an EIM Available Balancing Capacity dispatch, (3) an adjustment to resource imbalances created by adjustments to resource forecasts, or (4) other reasons. IIE is calculated by the MO pursuant to Section 11.5 of the MO Tariff and using the RTD or FMM price at the applicable PNode. Any allocations to the SCL EIM Entity pursuant to Section 29.11(b)(1) and (2) of the MO Tariff for IIE that is not otherwise recovered under Schedule 9 of this Tariff shall be settled directly with each Transmission Customer according to this Section 8.1.

### **8.2 Uninstructed Imbalance Energy (UIE)**

Any charges or payments to the SCL EIM Entity pursuant to Section 29.11(b)(3)(B) and (C) of the MO Tariff for UIE not otherwise recovered under Schedule 4 or Schedule 9 shall not be sub-allocated to Transmission Customers.

### **8.3 Unaccounted for Energy (UFE)**

Any charges to the SCL EIM Entity pursuant to Section 29.11(c) of the MO Tariff for UFE shall not be sub-allocated to Transmission Customers.

### **8.4 Charges for Under-Scheduling or Over-Scheduling Load**

#### **8.4.1 Under-Scheduling Load**

Any charges to the SCL EIM Entity pursuant to Section 29.1 1(d)(1) of the MO Tariff for underscheduling load shall be assigned to the Transmission Customers subject to

Schedule 4 based on each Transmission Customer's respective under-scheduling imbalance ratio share, which is the ratio of the Transmission Customer's under-scheduled load imbalance amount relative to all other Transmission Customers' under-scheduled load imbalance amounts who have under-scheduled load for the Operating Hour, expressed as a percentage.

#### **8.4.2 Over-Scheduling Load**

Any charges to the SCL EIM Entity pursuant to Section 29.1 1(d)(2) of the MO Tariff for overscheduling load shall be assigned to the Transmission Customers subject to Schedule 4 based on each Transmission Customer's respective over-scheduling imbalance ratio share, which is the ratio of the Transmission Customer's over-scheduled load imbalance amount relative to all other Transmission Customers' over-scheduled load imbalance amounts who have over-scheduled load for the Operating Hour, expressed as a percentage.

#### **8.4.3 Distribution of Under-Scheduling or Over-Scheduling Proceeds**

Any payment to the SCL EIM Entity pursuant to Section 29.1 1(d)(3) of the MO Tariff shall be distributed to Transmission Customers that were not subject to underscheduling or overscheduling charges during the Trading Day on the basis of Metered Demand and in accordance with the procedures outlined in the SCL EIM BP.

### **8.5 EIM Uplifts**

#### **8.5.1 EIM BAA Real-Time Market Neutrality (Real-Time Imbalance Energy Offset - BAA)**

Any charges to the SCL EIM Entity pursuant to Section 29.1 1(e)(3) of the MO Tariff for EIM BAA real-time market neutrality shall be sub-allocated to Transmission Customers on the basis of Measured Demand.

#### **8.5.2 EIM Entity BAA Real-Time Congestion Offset**

Any charges to the SCL EIM Entity pursuant to Section 29.11 (e)(2) of the MO Tariff for the EIM real-time congestion offset shall be allocated to Transmission Customers on the basis of Measured Demand.

**8.5.3 EIM Entity Real-Time Marginal Cost of Losses Offset**

Any charges to the SCL EIM Entity pursuant to Section 29.1 1(e)(4) of the MO Tariff for real-time marginal cost of losses offset shall be sub-allocated to Transmission Customers on the basis of Measured Demand.

**8.5.4 EIM Neutrality Settlement**

Any charges to the SCL EIM Entity pursuant to Section 29.11 (e)(5) of the MO Tariff for EIM neutrality settlement shall be sub-allocated as follows:

<b>Description</b>	<b>Allocation</b>
Neutrality Adjustment (monthly and daily)	Measured Demand
Rounding Adjustment (monthly and daily)	Measured Demand

**8.5.5 Real-Time Bid Cost Recovery**

Any charges to the SCL EIM Entity pursuant to Section 29.11(f) of the MO Tariff for EIM real-time bid cost recovery shall be sub-allocated to Transmission Customers on the basis of Measured Demand.

**8.5.6 Flexible Ramping Product**

Any charges or payments to the SCL EIM Entity pursuant to Section 29.11(p) of the MO Tariff for the Flexible Ramping Product shall be sub-allocated to Transmission Customers on the basis as follows:

<b>Description</b>	<b>Allocation</b>
Flexible Ramping Forecasted Movement Resource Settlement	Measured Demand
Flexible Ramping Forecasted Movement Demand Allocation	Measured Demand
Daily Flexible Ramping Uncertainty Award (in both upward and downward directions)	Measured Demand
Monthly Flexible Ramping Uncertainty Award (in both upward and downward	Measured Demand

directions)	
Any other Flexible Ramping Product charges or payments	Measured Demand

### **8.5.7 Inaccurate or Late Actual Settlement Quality Meter Data Penalty**

To the extent the SCL EIM Entity incurs a penalty for inaccurate or late actual settlement quality meter data, pursuant to Section 37.11.1 of the MO Tariff, the SCL EIM Entity shall directly assign the penalty to the offending Transmission Customer.

### **8.5.8 Other EIM Settlement Provisions**

Any charges to the SCL EIM Entity pursuant to the MO Tariff for the EIM settlement shall be sub-allocated. The charges shown in the following table shall be sub-allocated as follows:

<b>Description</b>	<b>Allocation</b>
Invoice Deviation (distribution and allocation)	SCL EIM Entity
Generator Interconnection Process Forfeited Deposit Allocation	SCL EIM Entity
Default Invoice Interest Payment	SCL EIM Entity
Default Invoice Interest Charge	SCL EIM Entity
Invoice Late Payment Penalty	SCL EIM Entity
Financial Security Posting (Collateral) Late Payment Penalty	SCL EIM Entity
Shortfall Receipt Distribution	Metered Demand
Shortfall Reversal	Metered Demand
Shortfall Allocation	Metered Demand
Default Loss Allocation	Metered Demand

### **8.6 MO Tax Liabilities**

Any charges to the SCL EIM Entity pursuant to Section 29.22(a) of the MO Tariff for MO tax liability as a result of the EIM shall be sub-allocated to those Transmission Customers triggering the tax liability.

### **8.7 EIM Transmission Service Charges**

There shall be no incremental transmission charge assessed for transmission use related to the EIM. Participating Resources and Balancing Authority Area Resources will not incur Overrun charges solely as a result of EIM Dispatch Instruction.

### **8.8 Variable Energy Resource Forecast Charge**

Any costs incurred by the SCL EIM Entity related to the preparation and submission of resource Forecast Data for a Transmission Customer with a Non-Participating Resource electing either method (1) or (2), as set forth in Section 4.2.4.2.2 of this Attachment Q, shall be allocated to the Transmission Customer with a Non-Participating Resource electing to use either such method. For a Transmission Customer with a Non-Participating Resource electing method (3), as set forth in Section 4.2.4.2.2 of this Attachment Q any charges to the SCL EIM Entity pursuant to Section 29.1 1(j)(1) of the MO Tariff for Variable Energy Resource forecast charges shall be suballocated to the Transmission Customer with a Non-Participating Resource requesting such forecast.

### **8.9 EIM Payment Calendar**

Pursuant to Section 29.11(l) of the MO Tariff, the SCL EIM Entity shall be subject to the MO's payment calendar for issuing settlement statements, exchanging invoice funds, submitting meter data, and submitting settlement disputes to the MO. The SCL EIM Entity shall follow Section 7 of this Tariff for issuing invoices regarding the EIM.

### **8.10 EIM Residual Balancing Account**

To the extent that MO EIM-related charges or payments to the SCL EIM Entity are not captured elsewhere in Attachment Q, Schedules 1, 4, and 9 of this Tariff, or this Section 8, those charges or payments shall be placed in a balancing account.

### **8.11 Market Validation and Price Correction**

If the MO modifies the SCL EIM Entity settlement statement in accordance with the MO's market validation and price correction procedures in the MO Tariff, the SCL EIM Entity reserves the right to make corresponding or similar changes to the charges and payments sub-allocated under this Attachment Q.

## **8.12 Allocation of Operating Reserves**

### **8.12.1 Payments**

Any payments to the SCL EIM Entity pursuant to Section 29.1 1(n)(1) of the MO Tariff for operating reserve obligations shall be sub-allocated to Transmission Customers with SCL EIM Participating Resources in the SCL BAA for Operating Hours during which EIM Transfers from the SCL BAA to another BAA occurred. Payments shall be sub-allocated on a ratio-share basis, defined as the proportion of the volume of Operating Reserves provided by an SCL EIM Participating Resource in the SCL BAA dispatched during the Operating Hour compared to the total volume of Operating Reserves provided by all SCL EIM Participating Resources dispatched in the SCL BAA for the Operating Hour.

### **8.12.2 Charges**

Any charges to the SCL EIM Entity pursuant to Section 29.1 1(n)(2) of the MO Tariff for operating reserve obligations shall not be sub-allocated to Transmission Customers.

## **Section 9. Compliance**

### **9.1 Provision of Data**

Transmission Customers with SCL EIM Participating Resources and SCL EIM Participating Resource Scheduling Coordinators are responsible for complying with information requests they receive directly from the EIM market monitor or regulatory authorities concerning EIM activities.

A Transmission Customer with SCL EIM Participating Resources or a Transmission Customer with Non-Participating Resources must provide the SCL EIM Entity with all data necessary to respond to information requests received by the SCL EIM Entity from the MO, the EIM market monitor, or regulatory authorities concerning EIM activities.

If the SCL EIM Entity is required by applicable laws or regulations, or in the course of administrative or judicial proceedings, to disclose information that is otherwise required to be maintained in confidence, the SCL EIM Entity may disclose such information; provided, however, that upon the SCL EIM Entity learning of the disclosure requirement and, if possible, prior to making such disclosure, the SCL EIM Entity shall notify any affected party of the requirement and the terms thereof. The party can, at its

sole discretion and own cost, direct any challenge to or defense against the disclosure requirement.

The SCL EIM Entity shall treat all Transmission Customer and Interconnection Customer data and information provided to it as market-sensitive and confidential, unless the SCL EIM Entity is otherwise allowed or required to disclose.

### **9.2 Rules of Conduct**

These rules of conduct are intended to provide fair notice of the conduct expected and to provide an environment in which all parties may participate in the EIM on a fair and equal basis.

Transmission Customers must:

1. Comply with Dispatch Instructions and SCL EIM Entity operating orders in accordance with Good Utility Practice. If some limitation prevents the Transmission Customer from fulfilling the action requested by the MO or the SCL EIM Entity, the Transmission Customer must immediately and directly communicate the nature of any such limitation to the SCL EIM Entity;
2. Submit bids for resources that are reasonably expected to both be and remain available and capable of performing at the levels specified in the bid, based on all information that is known or should have been known at the time of submission;
3. Notify the MO and/or the SCL EIM Entity, as applicable, of outages in accordance with Section 7 of this Attachment Q;
4. Provide complete, accurate, and timely meter data to the SCL EIM Entity in accordance with the metering and communication requirements of this Tariff, and maintain responsibility to ensure the accuracy of such data communicated by any customer-owned metering or communications systems. To the extent such information is not accurate or timely when provided to the SCL EIM Entity, the Transmission Customer shall be responsible for any consequence on settlement and billing;

5. Provide information to the SCL EIM Entity, including the information requested in Sections 4.2.1, 4.2.2, 4.2.3, 4.2.4 and 9.1 of this Attachment Q, by the applicable deadlines; and
6. Utilize commercially reasonable efforts to ensure that forecasts are accurate and based on all information that is known or should have been known at the time of submission to the SCL EIM Entity.

### **9.3 Enforcement**

The SCL EIM Entity may send notice of a violation of Section 9.2 of this Attachment Q to the CAISO Department of Market Monitoring, or FERC. Nothing in this Section 9 is meant to limit the SCL EIM Entity from pursuing any other remedy before FERC or any applicable judicial, governmental, or administrative body.

## **Section 10. Market Contingencies**

### **10.1 Temporary Suspension by the MO**

In the event that the MO implements a temporary suspension in accordance with Section 29.1 (d)(1) of the MO Tariff, including the actions identified in Section 29.1 (d)(5), the SCL EIM Entity shall utilize Schedules 4, 9, 10, and Section 16.7 of this Tariff until the temporary suspension is no longer in effect or, if the MO determines to extend the suspension, for a period of time sufficient to process termination of the SCL EIM Entity's participation in the EIM in accordance with Section 29.1(d)(2) of the MO Tariff.

### **10.2 Termination of Participation in EIM by the SCL EIM Entity**

If the SCL EIM Entity submits a notice of termination of its participation in the EIM to the MO in accordance with the applicable agreements and Section 4.1.1.5 of this Attachment Q, in order to mitigate price exposure during the 180-day period between submission of the notice and the termination effective date, the SCL EIM Entity may invoke the following corrective actions by requesting that the MO:

1. Prevent EIM Transfers and separate the SCL EIM Entity's BAA from operation of the EIM in the EIM Area; and
2. Suspend settlement of EIM charges with respect to the SCL EIM Entity.

Once such corrective actions are implemented by the MO, the SCL EIM Entity shall utilize Schedules 4, 9, and 10, and Section 16.7 of this Tariff.

If the SCL EIM Entity takes action under this Section 10.2, the SCL EIM Entity shall notify the MO and Transmission Customers.

### **10.3 Corrective Actions Taken by the SCL EIM Entity for Temporary Contingencies**

The SCL EIM Entity may declare a temporary contingency and invoke corrective actions for the EIM when in its judgment:

1. Operational circumstances (including a failure of the EIM to produce feasible results in SCL's BAA) have caused or are in danger of causing an abnormal system condition in SCL's BAA that requires immediate action to prevent loss of load, equipment damage, or tripping system elements that might result in cascading outages, or to restore system operation to meet the applicable Reliability Standards and reliability criteria established by NERC and WECC; or
2. Communications between the MO and the SCL EIM Entity are disrupted and prevent the SCL EIM Entity, the SCL EIM Entity Scheduling Coordinator, or an SCL EIM Participating Resource Scheduling Coordinator from accessing MO systems to submit or receive information.

#### **10.3.1 Corrective Actions for Temporary Contingencies**

If either of the above temporary contingencies occurs, the SCL EIM Entity may invoke the following corrective actions by requesting that the MO:

- (1) Prevent EIM Transfers and separate the SCL's EIM Entity's BAA from operation of the EIM in the EIM Area; and/or
- (2) Suspend settlement of EIM charges with respect to the SCL EIM Entity.

When corrective action under 10.3.1 (2) is implemented or if the MO Tariff requires the use of these temporary schedules to set an administrative price, the SCL EIM Entity shall utilize Schedules 4, 9, 10, and Section 16.7 of this Tariff.

If the SCL EIM Entity takes action under this Section 10.3, the SCL EIM Entity shall notify the MO and Transmission Customers. The SCL EIM Entity and the MO shall cooperate to resolve the temporary contingency event and restore full EIM operations as soon as is practicable.