

# **MEMORANDUM**

EUGENE WATER & ELECTRIC BOARD

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TO:	Commissioners Brown, Carlson, Mital, Simpson, and Helgeson		
FROM:	Susan Ackerman, Chief Energy Officer; Matthew Schroettnig, Power Resources Counsel		
DATE:	May 2, 2018		
SUBJECT:	Replacement of EWEB Open Access Transmission Tariff (OATT)		
OBJECTIVE:	Board Approval		

#### Issue

EWEB currently provides electric transmission service at the wholesale level as detailed in its Open Access Transmission Tariff (OATT). EWEB's OATT has historically been patterned after OATT tariffs required of FERC-jurisdictional utilities.

Given the complexity of maintaining a FERC-jurisdictional equivalent, or *pro forma*, tariff, EWEB is currently working to replace its OATT with a Transmission Operations Policy. This will in no way change the rights or obligations of any of EWEB's existing transmission customers, and will not modify the provision of transmission service across EWEB's limited transmission system. Transmission service, if and when requested, will continue to be offered at cost-based rates.

#### Background

Though EWEB is not a FERC-jurisdictional utility pursuant to Section 201(f) of the Federal Power Act, it voluntarily chose to model its transmission tariff on the FERC *pro forma* to provide transmission on a non-discriminatory basis and to provide consistency with other transmission serving entities. This ensured that EWEB would have the ability to purchase transmission from any FERC-jurisdictional transmission entities on a reciprocal non-discriminatory basis, under the standard known as "reciprocity." However, at no point has EWEB filed its OATT with FERC for approval or to request a determination that its OATT be granted reciprocity. As a result, in order to modify its transmission policies it is not necessary for EWEB to withdraw its tariff or provide any notice to FERC prior to doing so.

Since EWEB adopted its OATT, FERC requirements for maintaining a *pro forma* OATT have changed markedly. In its 2007 Order No. 890, FERC reformed its *pro forma* OATT to among other things, require greater transparency in the calculation of available transfer capability, open and coordinated planning of transmission systems, and standardization of charges for generator and energy imbalance services. The Commission also revised various policies governing network resources, rollover rights and reassignments of transmission capacity. It was not practical for EWEB

to adopt many of these changes given its limited transmission system, and so much of EWEB's original tariff language remains in place today. Understanding that, and following in the footsteps of a number of non-FERC jurisdictional utilities with limited transmission systems, EWEB will propose to the Board to replace its OATT with a Transmission Operations Policy.

#### Discussion

Though the language of the FERC *pro forma* has evolved, the means of satisfying the FERC requirement for reciprocity (i.e., granting, and being granted, access to transmission on a non-discriminatory basis) have not changed. In order for EWEB to continue to take advantage of open access on a public utility's system, it remains subject to the reciprocity condition set forth in Order No. 890. Specifically:

"(A) non-public utility that owns, controls, or operates transmission and seeks transmission service from a public utility must either satisfy its reciprocity obligation under a bilateral agreement, seek a waiver of the OATT reciprocity condition from the public utility, or file a safe harbor tariff with the Commission."<sup>1</sup>

Historically, when service was requested, EWEB entered into bilateral agreements with its transmission customers based on the conditions set forth in its OATT. That process will not change under the new policy; EWEB will continue to meet the above reciprocity condition through bilateral agreements with its transmission customers based on the conditions set forth in its forthcoming Transmission Operations Policy.

The Transmission Operations Policy will be included in the Customer Services Policies. It will detail EWEB's intent to provide transmission service on a non-discriminatory basis, in accordance with the terms of EWEB's Transmission Services Policy, and at prices based on EWEB's costs. EWEB's Transmission Services Policy will be available upon request, and will include the legal and technical requirements for a customer's application for, and implementation of, a Transmission Services Agreement with EWEB.

Additionally, in lieu of offering both "firm" and "non-firm" transmission service, with this change EWEB will offer one service – Point to Point Transmission Service – on either a short or long-term basis. This will simplify operations going forward, and is in line with our current and expected customer needs.

This change will allow EWEB to simplify its public policies considerably, resulting in added clarity to transmission customers and customer owners, while maintaining the ability to offer transmission service to third parties consistent with FERC mandates.

#### **Requested Board Action**

Approval of both the Transmission Operations Policy and the Transmission Services Policy.

<sup>1</sup> Order No. 890, FERC Stats. & Regs. ¶ 31,241 at P 191.

# EUGENE WATER & ELECTRIC BOARD

# TRANSMISSION SERVICES POLICY



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**Transmission Services Policy** 

### I. COMMON SERVICE PROVISIONS

## 1 Definitions

- **1.1 Ancillary Services:** Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining the reliable operation of EWEB's Transmission System in accordance with Good Utility Practice.
- **1.2 Annual Transmission & Transformation Costs:** The total annual cost of the Transmission System for the purpose of calculating the rates for Point-to-Point Transmission Service specified in Schedules 2, 2A, and 4.
- **1.3 Application:** A request by an Eligible Customer for transmission service pursuant to the provisions of the Transmission Services Policy.
- **1.4 Commission:** The Federal Energy Regulatory Commission.
- **1.5 Completed Application:** An Application that satisfies all of the information and other requirements of the Policy, including any required deposit.
- **1.6 Balancing Authority Area:** The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.
- **1.7 Curtailment:** A reduction in transmission service in response to a transmission capacity shortage as a result of system reliability conditions.
- **1.8 Delivering Party:** The entity supplying capacity and energy to be transmitted at Point(s) of Receipt.
- **1.9 Designated Agent:** Any entity that performs actions or functions on behalf of EWEB, an Eligible customer, or the Transmission Customer.
- 1.10 Eligible Customer: (i) Any electric utility (including EWEB and any power marketer), Federal power marketing agency, or any person generating electric energy for sale for resale is an Eligible Customer under this Policy. Such entity is eligible only if the service is provided pursuant to a state requirement that EWEB offer the unbundled transmission service, or pursuant to a voluntary offer of such service by EWEB. (ii) Any retail customer taking unbundled transmission service pursuant to a state requirement that EWEB offer the transmission service, or pursuant to a voluntary offer of such service by EWEB. (ii) Any retail customer taking unbundled transmission service pursuant to a state requirement that EWEB offer the



### Transmission Services Policy

by EWEB, is an Eligible Customer.

- **1.11 Eugene Water & Electric Board (EWEB):** A municipal utility owned by the City of Eugene, Oregon, acting by and through the Eugene Water & Electric Board of Commissioners (hereinafter referred to as the Regulatory Authority), and providing transmission service pursuant to this Policy.
- **1.12** Facilities Study: An engineering study conducted by EWEB to determine the required modifications to EWEB's Transmission System, including the cost and scheduled completion date for such modifications that will be required to provide the requested transmission service.
- **1.13 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.
- **1.14 Load Shedding:** The systematic reduction of system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, or voltage control considerations.
- **1.15 Long-Term Point-To-Point Transmission Service:** Point-To-Point Transmission Service under Part II of the Policy with a term of one year or more.
- **1.16** Native Load Customers: The wholesale and retail power customers of EWEB on whose behalf EWEB, by and through the authority of its Board of Commissioners, has undertaken an obligation to construct and operate EWEB's system to meet the reliable electric needs of such customers.
- **1.17 Network Upgrades:** Modifications or additions to transmission-related facilities that are integrated with and support



EWEB's overall Transmission System for the general benefit of all users of such Transmission System.

- **1.18 Open Access Same-Time information System (OASIS):** The information system and standards of conduct contained in Part 37 of the Commission's regulations and all additional requirements implemented by subsequent Commission orders dealing with OASIS.
- **1.19 Part I:** Policy Definitions and Common Service Provisions contained in Sections 2 through 12.
- **1.20 Part II:** Policy Sections 13 through 20 pertaining to Point-To-Point Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.
- **1.21 Parties:** EWEB and the Transmission Customer receiving service under the Policy.
- **1.22 Point(s) of Delivery**: Point(s) on EWEB's Transmission System where capacity and energy transmitted by EWEB will be made available to the Receiving Party. The Point(s) of Delivery shall be specified in the Service Agreement for Point-To-Point Transmission Service.
- 1.23 Point(s) of Receipt: Point(s) of interconnection on EWEB's Transmission System where capacity and energy will be made available to EWEB by the Delivering Party. The Point(s) of Receipt shall be specified in the Service Agreement for Point-To-Point Transmission Service.
- **1.24 Point-To-Point Transformation Service**: The reservation and transformation of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery under Part II of the Policy.
- **1.25 Power Purchaser**: The entity that is purchasing the capacity and energy to be transmitted.
- **1.26 Receiving Party:** The entity receiving the capacity and energy transmitted by EWEB to Point(s) of Delivery.
- **1.27 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.



- **1.28 Regulatory Authority:** EWEB's locally elected Board of Commissioners, who are vested by law with the authority to regulate EWEB's utility activities.
- 1.29 Reserved Capacity: The maximum amount of capacity and energy that EWEB agrees to transmit for the Transmission Customer over EWEB's Transmission System between the Point(s) of Receipt and the Point(s) of Delivery. Reserved Capacity shall be expressed in terms of whole megawatts on a sixty (60) minute interval (commencing on the clock hour) basis.
- **1.30** Service Agreement: The initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and EWEB for transmission service.
- **1.31** Service Commencement Date: The date EWEB begins to provide service pursuant to the terms of an executed Service Agreement, or the date EWEB begins to provide service in accordance with Section 14.3.
- **1.32** Short-Term Point-To-Point Transmission Service: Point-To-Point Transmission Service under Part II of the Policy with a term of less than one year.
- **1.33 System Impact Study:** An assessment by EWEB of (i) the adequacy of the Transmission System to accommodate a request for Transmission Service pursuant to this Policy and (ii) whether any additional costs may be incurred in order to provide transmission service, e.g. Transformation Service charges.
- **1.34 Transmission Customer:** Any Eligible Customer (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests in writing that EWEB provide transmission service. This term is used in the Part I Common Service Provisions to include customers receiving transmission service under Part II of this Policy.
- **1.35 Transmission Provider:** The Eugene Water & Electric Board (EWEB), which provides transmission service under this Policy.
- **1.36 Transmission Provider's Monthly Transmission System Peak:** The maximum usage of EWEB's Transmission System in a calendar month.
- **1.37 Transmission Service:** Point-To-Point Transmission Service provided under Part II of this Policy.
- **1.38** Transmission System: The facilities owned, controlled or operated



by EWEB that are used to provide transmission service.

# 2 Initial Allocation and Renewal Procedures

- 2.1 Initial Allocation of Available Transmission Capability: For purposes of determining whether existing capability on EWEB's Transmission System is adequate to accommodate a request for service, all Completed Applications for new transmission service received during the initial sixty (60) day period commencing with the effective date of the Policy will be deemed to have been filed simultaneously. A fair and impartial lottery will be conducted by EWEB to assign priorities for Completed Applications filed simultaneously. All Completed Applications for transmission service received after the initial sixty (60) day period shall be assigned a priority pursuant to Section 13.2.
- 2.2 Reservation Priority For Existing Service Customers: Existing service customers with a contract term of one-year or more, have the right to continue to take transmission service from EWEB 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 EWEB or elects to purchase capacity and energy from another supplier. If at the end of the contract term, EWEB's Transmission System cannot accommodate all of the requests for transmission service the existing 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 current just and reasonable rate, as established by EWEB, for such service.

# 3 Ancillary Services

Ancillary Services are needed with transmission service to maintain reliability within EWEB's transmission system. EWEB shall provide Scheduling, System Control and Dispatch service as part of its point-to-point transmission services provided hereunder. Other Ancillary Services may be provided pursuant to a Service Agreement Exhibit specifying the applicable rates, terms and conditions for such services.



For Ancillary Services that EWEB is unable to provide because it is not a Balancing Authority, EWEB may act as the Transmission Customer's agent to secure these Ancillary Services from the Balancing Authority. The Transmission Customer may elect to (i) have EWEB act as its agent, (ii) secure the Ancillary Services directly from the Balancing Authority, or (iii) secure the Ancillary Services from a third party or by self-supply when technically feasible.

# 4 Open Access Same-Time Information System (OASIS)

EWEB is not a participant in the OASIS system at this time.

# 5 Tax-Exempt Bonds

5.1 Facilities Financed by Tax-Exempt Bonds: EWEB 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 Policy, EWEB shall not be required to provide transmission service to any Eligible Customer if the provision of such transmission service would jeopardize the tax-exempt status of any bond(s) used to finance EWEB's facilities that would be used in providing such transmission service.

# 6 Reciprocity

A Transmission Customer receiving transmission service agrees to provide comparable transmission service that it is capable of providing to EWEB 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 a power pool or Regional Transmission Group also agrees to provide comparable transmission service to the members of such power pool and Regional Transmission Group 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, but also to all parties to a transaction that involves the



use of transmission service, 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. 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: No later than the 10th day of each month, EWEB shall submit an invoice to the Transmission Customer for the charges for all services furnished under the Policy during the preceding month. The invoice shall be paid by the Transmission Customer by the 20<sup>th</sup> day of each month. All payments shall be made in immediately available funds payable to EWEB, or by wire transfer to a bank named by EWEB.
- 7.2 Interest on Unpaid Balances: Interest on any unpaid amounts shall be equal to the prime rate value published in the Wall Street Journal on the first business day that the balance became due and payable. 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 EWEB.
- 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 EWEB on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after EWEB 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, EWEB may initiate a termination of service according to its established service termination procedures, but shall not terminate service until the customer has been contacted. In the event of a billing dispute between EWEB and the Transmission Customer, EWEB will continue to provide service under the Service Agreement as long as the Transmission Customer (i)



# **Transmission Services Policy**

continues to make all payments not in dispute, and (ii) pays the portion of the invoice in dispute when due, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then EWEB may provide notice to the Transmission Customer of its intention to suspend service.

### 8 Accounting for EWEB's Use of Transmission Services

EWEB 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 Policy.
- 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 EWEB conducts to determine if it must construct new transmission facilities or upgrades necessary for its own uses, including making Third- Party Sales; 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.

# 9 Regulation by the EWEB Board of Commissioners

EWEB is regulated by a locally-elected Board of Commissioners (the "Regulatory Authority") and is exempt from the jurisdiction of the Federal Energy Regulatory Commission under Sections 205 and 206 of the Federal Power Act.

Nothing contained in the Policy or any Service Agreement shall be construed as affecting in any way the right of EWEB's Regulatory Authority to unilaterally make a change in the rates, terms and conditions, charges, classifications of service, Service Agreements, rules or regulations associated with the transmission service provided hereunder.

Nothing contained in the Policy or any Service Agreement shall be construed as affecting in any way the ability of any Party receiving service to exercise its rights to



be heard by the EWEB's Regulatory Authority in a public process.

# 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 EWEB nor the Transmission Customer will be considered in default as to any obligation under this Policy if prevented from fulfilling the obligation due to an event of Force Majeure.

However, a Party whose performance is hindered by an event of Force Majeure shall give prompt written notice of such fact to the other party, and shall exercise due diligence to remove such hindrance with all reasonable dispatch. In no case shall the unavailability of funds be deemed to be a Force Majeure event.

**10.2 Indemnification:** To the extent allowed by law, the Transmission Customer shall at all times indemnify, defend, and save EWEB and its Regulatory Authority 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 EWEB's performance of its obligations under this Policy on behalf of the Transmission Customer, except in cases of negligence or intentional wrongdoing.

# 11 Creditworthiness

For the purpose of determining the ability of the Transmission Customer to meet its obligations related to service hereunder, EWEB may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices. In addition, EWEB may require the Transmission Customer to provide and maintain in effect during the term of the Service Agreement, an unconditional and irrevocable letter of credit as security to meet its responsibilities



and obligations, or an alternative form of security proposed by the Transmission Customer and acceptable to EWEB and consistent with commercial practices established by the Uniform Commercial Code that protects EWEB against the risk of non-payment.

# 12 Dispute Resolution Procedures

- 12.1 Internal Dispute Resolution Procedures: Any dispute between a Transmission Customer and EWEB involving transmission service (excluding applications for rate changes or other changes to the Policy, or to any Service Agreement entered into under the Policy, which shall be presented directly to the Regulatory Authority for resolution) shall be referred to a designated senior representative of EWEB and a senior representative of the Transmission Customer for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days [or such other period as the Parties may agree upon] by mutual agreement, such dispute may be presented to EWEB's Regulatory Authority for consideration and resolution. If the parties remain unable to resolve the dispute following consideration by the Regulatory Authority, and the Regulatory Authority agrees to allow external arbitration, it may be resolved in accordance with the external arbitration procedures set forth below.
- **12.2 External Arbitration Procedures:** Any external arbitration initiated and authorized by the Board shall be conducted according to the applicable regional transmission association's established Alternative Dispute Resolution procedures. Each of the Parties shall have an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and any applicable rules.
- 12.3 Arbitration Decisions: The arbitrators shall be authorized only to interpret and apply the provisions of the Policy and any Service Agreement entered into under the Policy and shall have no power to modify or change any of the above in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having



Jurisdiction. The final decision of the arbitrators must also be reviewed and approved by EWEB's Regulatory Authority if it affects jurisdictional rates, terms and conditions of service or facilities.

**12.4 Costs:** Each Party shall be responsible for its own costs, including attorney's fees, incurred during the arbitration process and a proportionate share of common costs. The cost of the arbitrators shall be borne by the party whose proposal is not accepted by the arbitrator(s).

# II. POINT-TO-POINT TRANSMISSION SERVICE

# Preamble

EWEB will provide Point-To-Point Transmission Service pursuant to the applicable rates, terms and conditions of this Policy. 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.

# 13 Nature of Point-To-Point Transmission Service

- **13.1 Term:** The minimum term of Point-To-Point Transmission Service shall be one (1) hour, and the maximum term shall be specified in the Service Agreement.
- 13.2 Reservation Priority: Long-Term 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 reserved service. Reservations for Short-Term Point-To-Point Transmission Service will be conditional based upon the length of the requested transaction. If the Transmission System becomes oversubscribed, requests for longer term service may preempt requests for shorter term service up to the following 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 transmission capability is insufficient to satisfy all Applications, an Eligible Customer with a reservation for shorter term service has the right of first refusal to match any longer term reservation before losing its reservation priority. A longer term competing request for Short-Term 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 13.8) from being notified by EWEB of a longer-term competing request for Short-Term Point-To-Point Transmission Service. After the conditional reservation deadline, service will commence pursuant to the terms of Part II of the Policy. Point-To-Point Transmission Service will always have a reservation priority over Point-To-Point Transmission Service. All Long-Term Point-To-Point Transmission Service will have equal reservation priority with Native Load Customers. Reservation priorities for existing service customers are provided in Section 2.2.

- 13.3 Use of Transmission Service by EWEB: EWEB will be subject to the rates, terms and conditions of Part II of the Policy when making Third-Party Sales under (i) agreements executed on or after January 1, 1998. EWEB will maintain separate accounting, pursuant to Section 8, for any use of the Point-To-Point Transmission Service to make Third-Party Sales.
- 13.4 Service Agreements: EWEB shall offer a standard form Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it submits a Completed Application for Long-Term Point-To-Point Transmission Service. EWEB shall offer a standard form Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it first submits a Completed Application for Short-Term Point-To-Point Transmission Service. Executed Service Agreements that contain the information required shall be administered by EWEB.
- 13.5 Transmission Customer Obligations for Facility Additions or Redispatch Costs: In cases where EWEB determines that the Transmission System is not capable of providing Point-To-Point Transmission Service without (1) degrading or impairing the reliability of service to Native Load Customers and other Transmission Customers taking Point-To-Point Transmission Service, or (2) interfering with EWEB's ability to meet prior contractual commitments to others, EWEB will be obligated to expand or upgrade its Transmission System pursuant to the terms of Section 14.4. The



Transmission Customer must agree to compensate EWEB for any necessary transmission facility additions pursuant to the terms of Section 20. To the extent EWEB can relieve any system constraint more economically by redispatching EWEB's resources than through constructing Network Upgrades, it shall do so, provided that the Eligible Customer agrees to compensate EWEB pursuant to the terms of EWEB's Interconnection Standard. Any redispatch, Network Upgrade or Direct Assignment Facilities costs to be charged to the Transmission Customer on an incremental basis will be specified in the Service Agreement prior to initiating service.

13.6 Curtailment of Transmission Service: In the event that a Curtailment on EWEB's Transmission System, or a portion thereof, is required to maintain reliable operation of such system, Curtailments will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint. If multiple transactions require Curtailment, to the extent practicable and consistent with Good Utility Practice, EWEB will curtail service to Transmission Customers taking Point-To-Point Transmission Service on a basis comparable to the curtailment of service to EWEB's Native Load Customers. When EWEB determines that an electrical emergency exists on its Transmission System and implements emergency procedures to Curtail Transmission Service, the Transmission Customer shall make the required reductions upon request of EWEB. However, EWEB reserves the right to Curtail, in whole or in part, any Transmission Service provided under the Policy when, in EWEB's sole discretion, an emergency or other unforeseen condition impairs or degrades the reliability of its Transmission System. EWEB will notify all affected Transmission Customers in a timely manner of any scheduled Curtailments.

# 13.7 Classification of Transmission Service:

- (a) The Transmission Customer taking Point-To-Point Transmission Service may request a modification of the Points of Receipt or Delivery pursuant to the terms of Section 17.1.
- (b) EWEB shall provide deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt at which transmission capacity is reserved by the



Transmission Customer shall be set forth in the Point-To-Point Service Agreement for Long-Term 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 Transmission. Each Point of Delivery at which transmission capacity is reserved by the Transmission Customer shall be set forth in the Point-To-Point Service Agreement for Long-Term 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 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 2 and/or Schedule 2A. The Transmission Customer may not exceed its capacity reserved at each Point of Receipt and each Point of Delivery except as otherwise specified in Section 17. EWEB shall specify the rate treatment and all related terms and conditions applicable in the event that a Transmission Customer (including Third-Party Sales by EWEB) exceeds its reserved capacity at any Point of Receipt or Point of Delivery.

**13.8** Scheduling of Point-To-Point Transmission Service: Schedules for the Transmission Customer's Point-To-Point Transmission Service must be submitted to EWEB no later than <u>9:30 a.m.</u> of the day prior to commencement of such service. Schedules submitted after 9:30 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 EWEB'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



# Transmission Services Policy

will be permitted up to forty (40) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. EWEB 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 EWEB, and EWEB shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

# 14 Service Availability

- 14.1 General Conditions: EWEB will provide Point-To-Point Transmission Service over, on or across its Transmission System to any Transmission Customer that has met the requirements of Section 15.
- **14.2 Determination of Available Transmission Capability:** A description of EWEB's specific methodology for assessing available transmission capability is contained in Attachment C of the Policy. In the event sufficient transmission capability may not exist to accommodate a service request, EWEB will respond by performing a System Impact Study per the terms of its Interconnection Standard.
- 14.3 Initiating Service in the Absence of an Executed Service Agreement: EWEB is not obligated to provide transmission service in the absence of a fully executed and currently effective Transmission Service Agreement. If EWEB and the Transmission Customer requesting Point-To-Point Transmission Service cannot agree on all the terms and conditions of the Point-To-Point Service Agreement, EWEB agrees to negotiate in good faith to reach a mutually acceptable resolution. EWEB may, in the absence of an executed Transmission Service Agreement, agree to commence providing Transmission Service subject to the Transmission Customer agreeing to (i) compensate EWEB at whatever rate the Regulatory Authority ultimately determines to be just and reasonable, and (ii) comply with the terms and conditions of the Policy including posting appropriate security deposits in accordance with the terms of Section 16.3.



#### Transmission Services Policy

- 14.4 Obligation to Provide Transmission Service that Requires Expansion or Modification of the Transmission System: If EWEB determines that it cannot accommodate a Completed Application for Point-To-Point Transmission Service because of insufficient capability on its Transmission System, EWEB will use due diligence to expand or modify its Transmission System to provide the requested Transmission Service, provided the Transmission Customer agrees to compensate EWEB for such costs pursuant to the terms of Section 20. EWEB will conform to Good Utility Practice in determining the need for new facilities and in the design and construction of such facilities. The obligation applies only to those facilities that EWEB has the right to expand or modify.
- 14.5 Deferral of Service: EWEB may defer providing service until it completes construction of new transmission facilities or upgrades needed to provide Point-To-Point Transmission Service whenever EWEB determines that providing the requested service would, without such new facilities or upgrades, impair or degrade reliability to any existing services.
- **14.6 Other Transmission Service Schedules:** Eligible Customers receiving transmission service under existing agreements with EWEB may continue to receive transmission service under those agreements until such time as those agreements may be modified to conform to the terms and conditions of service under this Policy.
- 14.7 **Real Power Losses:** Real Power Losses are associated with all transmission service. EWEB is not obligated to provide Real Power Losses. The Transmission Customer is responsible for replacing losses associated with all transmission service as calculated by EWEB. The applicable Real Power Loss factor is included in the rates contained in Schedules 2 and 2A.

# 15 Transmission Customer Responsibilities

- **15.1 Conditions Required of Transmission Customers:** Point-To-Point Transmission Service shall be provided by EWEB only if the following conditions are satisfied by the Transmission Customer:
  - a. The Transmission Customer has pending a Completed Application for service;



#### **Transmission Services Policy**

- 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 EWEB prior to the time of service commences;
- d. The Transmission Customer agrees to pay for any facilities constructed and chargeable to such Transmission Customer, whether or not the Transmission Customer takes service for the full term of its reservation; and
- e. The Transmission Customer has executed a Point-To-Point Service Agreement or has agreed to receive service pursuant to Section 14.3.
- 15.2 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 EWEB, notification to EWEB identifying such systems and authorizing them to schedule the capacity and energy to be transmitted by EWEB on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However, EWEB 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.

# 16 Procedures for Arranging Point-To-Point Transmission Service

16.1 Application: A request for Point-To-Point Transmission Service for periods of one year or longer must contain a written Application to: General Manager, Eugene Water & Electric Board, Post Office Box 10148, Eugene, Oregon 97440-2148, at least sixty (60) days in advance of the calendar month in which service is to commence. EWEB will consider requests for such service on shorter notice when feasible. Requests for 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 16.5. All



## Transmission Services Policy

Point-To-Point Transmission Service requests should be submitted by (i) transmitting the required information to EWEB by telefax, or (ii) providing the information by certified mail. Each of these methods will provide a time-stamped record for establishing the priority of the Application.

- **16.2 Completed Application:** A Completed Application shall provide, at a minimum, all of the following information:
  - (i) The identity, address, telephone number and facsimile number of the entity requesting service;
  - (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Policy;
  - (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. EWEB will treat this information as confidential except to the extent that disclosure of this information is required by this Policy, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements;
  - 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; and
  - (viii) The transmission capacity requested for each Point of Receipt and each Point of Delivery on EWEB's Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement. EWEB shall treat this information consistent with prudent standards of confidentiality.
- **16.3 Deposit:** A Completed Application for 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 EWEB 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 EWEB 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 EWEB if EWEB 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 Point-To-Point Transmission Service, the deposit shall be refunded in full, with interest, less reasonable costs incurred by EWEB to the extent such costs have not already been recovered by EWEB from the Eligible Customer. EWEB 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. If a Service Agreement for 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 Point-To-Point Transmission Service. Applicable interest shall be computed at the same rate described in Section 7.2, and shall be calculated from the day the deposit check is credited to EWEB's account.

16.4 Notice of Deficient Application: If an Application fails to meet the requirements of the Policy, EWEB shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. EWEB will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, EWEB 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, the Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Application.



# Transmission Services Policy

- 16.5 Response to a Completed Application: Following receipt of a Completed Application for Point-To-Point Transmission Service, EWEB shall make a determination of available transmission capability as required in Section 14.2. EWEB shall notify the Eligible Customer as soon as practicable, but not later than thirty (30) days after the date of receipt of a Completed Application either (i) if it will be able to provide service without performing a System Impact Study or (ii) if such a study is needed to evaluate the impact of the Application pursuant to EWEB's Interconnection Standard. Responses by EWEB 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.
- 16.6 Execution of Service Agreement: Whenever EWEB determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30) days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of EWEB's Interconnection Standard will govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement or request the filing of an unexecuted service agreement pursuant to Section 14.3, within fifteen (15) days after it is tendered by EWEB 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.

# 17 Changes in Service Specifications

17.1 Modifications: Any request by a Transmission Customer to modify Receipt and Delivery Points shall be treated as a new request for service in accordance with Section 16 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 Receipt and Delivery Points specified in its Service



**Transmission Services Policy** 

Agreement.

## 18 Sale or Assignment of Transmission Service

- Procedures for Assignment or Transfer of Service: Subject to 18.1 approval by EWEB, 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 the Reseller shall not exceed the higher of (i) the original rate paid by the Reseller, (ii) EWEB's maximum rate at the time of the assignment, or (iii) the Reseller's opportunity cost capped at EWEB's cost of expansion. 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. A Reseller should notify EWEB as soon as possible after any assignment or transfer of service occurs but in any event, notification must be provided and EWEB approval obtained prior to any provision of service to the Assignee. The Assignee will be subject to all terms and conditions of this Policy. If the Assignee requests a change in service, the reservation priority of service will be determined by EWEB pursuant to Section 13.2.
- **18.2** 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, EWEB will consent to such change subject to the provisions of this Policy, provided that the change will not impair the operation and reliability of EWEB's generation, transmission, or distribution systems. The Assignee shall compensate EWEB 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 Parties through an



amendment to the Service Agreement.

**18.3** Information on Assignment or Transfer of Service: Resellers may use OASIS system to post transmission capacity available for resale.

# 19 Compensation for Transmission Service Rates for Point-To-Point Transmission Service are provided in the Schedules appended to the Policy: EWEB shall use Part II of the Policy to make its Third-Party Sales. EWEB shall account for such use at the applicable rates, pursuant to Section 8.

### 20 Stranded Cost Recovery

EWEB may seek to recover stranded costs as determined by the Regulatory Authority from Transmission Customers served under this Policy when such costs arise from the new availability of non-discriminatory transmission access. The recovery of stranded costs associated with retail-turned-wholesale customers shall apply regardless of whether the customer or its new supplier is requesting or contracting for transmission service.



# SCHEDULE I

# Scheduling, System Control and Dispatch Service

This service is required to schedule the movement of power through, out of, within, or into EWEB's Transmission System. This service can be provided only by EWEB. Scheduling, System Control and Dispatch Service shall be provided directly by EWEB. The Transmission Customer must utilize this service from EWEB. The charges for Scheduling, System Control and Dispatch Service are included the rates for Point-to-Point Service contained in Schedules 2, 2A, and 4 or as amended in the Transmission Customer's Service Agreement.



# **SCHEDULE 2**

## Long-Term and Short-Term Point-To-Point Transmission Service All Receipt and Delivery Points Excluding McKenzie Substation

The Transmission Customer shall compensate EWEB each month for reserved capacity at any receipt or delivery points on EWEB's system except the McKenzie Substation at the sum of the applicable charges set forth below:

- 1) **Yearly delivery:** one-twelfth of the demand charge of <u>\$18.11</u>/KW of Reserved Capacity per year.
- 2) **Monthly delivery:** <u>\$1.51</u>/KW of Reserved Capacity per month.
- 3) Weekly delivery: <u>\$.35</u>/KW of Reserved Capacity per week.
- 4) **Daily delivery:** \$ <u>.05</u> /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 (3) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.
- 5) **Discounts:** Any offer of a discount for transmission service made by EWEB will be public information available to all Eligible Customers upon request. Discounted prices for transmission service will be applied on a non-discriminatory basis.
- 6) **Overrun charges:** In the event that the Transmission Customer exceeds its reserved capacity at any applicable receipt and/or delivery points, the Transmission Customer shall pay 150% of the Schedule 2 charges for the term of the delivery period (i.e., yearly, monthly, weekly or daily) over which the Transmission Customer has reserved capacity for the maximum amount by which the Transmission Customer has exceeded its reserved capacity.



# **SCHEDULE 2A**

# Long-Term and Short-Term Point-To-Point Transmission Service McKenzie Substation

The Transmission Customer shall compensate EWEB each month for reserved capacity at the McKenzie Substation at the sum of the applicable charges set forth below:

- 1) **Yearly delivery:** one-twelfth of the demand charge of \$ \_5.36 /KW of Reserved Capacity per year.
- 2) Monthly delivery: <u>\$.45</u>/KW of Reserved Capacity per month.
- 3) Weekly delivery: \$ <u>.10</u>/KW of Reserved Capacity per week.
- 4) **Daily delivery:** \$<u>.01</u>/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 (3) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.
- 5) **Discounts:** Any offer of a discount for transmission service made by EWEB will be public information available to all Eligible Customers upon request. Discounted prices for transmission service will be applied on a non-discriminatory basis.
- 6) **Overrun charges:** In the event that the Transmission Customer exceeds its reserved capacity at the McKenzie Substation, the Transmission Customer shall pay 150% of the Schedule 2A charges for the term of the delivery period (i.e. yearly, monthly, weekly or daily) over which the Transmission Customer has reserved capacity for the maximum amount by which the Transmission Customer has exceeded its reserved capacity.



# SCHEDULE 4 Point-To-Point Transformation Service

The Transformation Customer shall compensate EWEB each month for reserved capacity at any receipt or delivery points on EWEB's system except the McKenzie Substation at the sum of the applicable charges set forth below:

- 1) **Yearly delivery:** one-twelfth of the demand charge of <u>\$19.69</u> /KW of Reserved Capacity per year.
- 2) **Monthly delivery:** <u>\$1.64</u>/KW of Reserved Capacity per month.
- 3) Weekly delivery: <u>\$.38</u>/KW of Reserved Capacity per week.
- 6) **Daily delivery:** \$ <u>.05</u> /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 (3) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.
- 7) **Discounts:** Any offer of a discount for transformation service made by EWEB will be public information available to all Eligible Customers upon request. Discounted prices for transformation service will be applied on a non-discriminatory basis.
- 6) **Overrun charges:** In the event that the Transformation Customer exceeds its reserved capacity at any applicable receipt and/or delivery points, the Transformation Customer shall pay 150% of the Schedule 4 charges for the term of the delivery period (i.e., yearly, monthly, weekly or daily) over which the Transformation Customer has reserved capacity for the maximum amount by which the Transformation Customer has exceeded its reserved capacity.

### ATTACHMENT A

# Form Of Service Agreement For Point-To-Point Transmission Service

- 1.0 This Service Agreement, dated as of \_\_\_\_\_\_ is entered into, by and between the Eugene Water & Electric Board (EWEB), and \_\_\_\_\_\_ ("Transmission Customer").
- 2.0 The Transmission Customer has been determined by EWEB to have a Completed Application for Point-To-Point Transmission Service under the Policy.
- 3.0 The Transmission Customer has provided to EWEB an Application deposit in accordance with the provisions of Section 16.3 of the Policy.
- 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 are completed, or (3) such other date as it is permitted to become effective. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
- 5.0 EWEB agrees to provide and the Transmission Customer agrees to take and pay for Point-To-Point Transmission Service in accordance with the provisions of Part II of the Policy 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.

#### Eugene Water & Electric Board:

Attn: Engineering Manager 4200 Roosevelt Blvd Eugene, OR 97402

# Transmission Customer: Attn:

7.0 The Transmission Services Policy 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.

### Eugene Water & Electric Board:

By:

By:

Name	Title	Date
Transmission Customer:		
Name	Title	Date

#### Page 3 of 4

# <u>Specifications For Long-Term Point-To-Point</u> <u>Transmission Service</u>

1.0 Term of Transaction:

Start Date:

Termination Date:

- 2.0 Description of capacity and energy to be transmitted by Transmission Provider including the Balancing 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):

Page 4 of 4

- 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 Policy.)
- 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 C

## Methodology To Assess Available Transmission Capability

The Transmission Provider will assess the capability of the transmission system to provide the requested service in accordance with the criteria and process as described in the document, "Available Transfer Capability Implementation Document (MOD-001)," most current version.

# ATTACHMENT E

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

Customer

Date of Service Agreement

University of Oregon Springfield Utility Board Portland General Electric Merchant December 6, 2012 October 1, 2015 December 1, 2015



Customer Services Policies Electric Utility

#### VIII. Transmission Operations Policy

This policy provides terms and conditions applicable to Eligible Customers seeking Transmission Service on EWEB's system.

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Customer Services Policies Electric Utility

#### A. Applicability

This policy applies to any Eligible Customer seeking access to EWEB's electrical distribution system.

#### B. Purpose

EWEB will provide Point To Point Transmission Service on a non-discriminatory basis pursuant to applicable law, the applicable rates, terms and conditions of this Operations Policy, and in accordance with the requirements set forth in EWEB's Transmission Service Policy.

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.

#### C. General Requirements

Terms and Conditions for Service

Transmission service shall be in accordance with EWEB's Transmission Service Policy. EWEB's Transmission Service Policy is available upon request from EWEB.

#### **D. Process and Procedure**

Application for Transmission Service

Customer shall submit a Completed Application to EWEB for transmission service over EWEB's electric system. Applications, sample documents, information and requirements for interconnection are available upon request from EWEB.

#### E. Transmission Delivery Service Prices

(Updated December, 2015)

2016 Transmission Prices	per kW-Year	per kW-month
a. McKenzie Substation Common b. Transmission System	\$ 5.36 \$ 18.11	\$ 0.45 \$ 1.51
Transformation Price	\$ 19.69	\$ 1.64