

ATTACHMENT A

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

Service Agreement No. XXTX-XXXXX

SERVICE AGREEMENT

for

POINT-TO-POINT

TRANSMISSION SERVICE

executed by the

UNITED STATES OF AMERICA

DEPARTMENT OF ENERGY

acting by and through the

BONNEVILLE POWER ADMINISTRATION

and

(CUSTOMER NAME)

1. This Service Agreement is entered into, by and between the Bonneville Power Administration Transmission Services (Transmission Provider) and (Customer Name) (Transmission Customer).
2. The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Point-to-Point (PTP) Transmission Service under the Transmission Provider's Open Access Transmission Tariff (Tariff).
3. The Transmission Customer has provided to the Transmission Provider a deposit, if applicable, unless such deposit has been waived by the Transmission Provider, for Firm Point-to-Point Transmission Service in accordance with the provisions of Section 17.3 of the Tariff.
4. Service under this Service Agreement for a transaction shall commence on the first to occur of (1) the date on which the Transmission Customer receives notice its Energy Imbalance Marketing (EIM) Participating Resource is certified and therefore eligible to participate in the EIM; or (2) the later of (a) the Service Commencement Date as specified by the Transmission Customer in a subsequent request for transmission service; or (b) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed. This Service Agreement shall terminate on such date as mutually agreed upon by the Parties.

5. The Transmission Provider 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 Tariff and this Service Agreement.
6. 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 in Exhibit D.
7. The Tariff, Exhibit A (Transmission Service Request), Exhibit B (Direct Assignment and Use-of-Facilities Charges), Exhibit C (Ancillary Service Charges), Exhibit D (Notices), and Exhibit E (Creditworthiness and Prepayment) are incorporated herein and made a part hereof. Capitalized terms not defined in this Service Agreement are defined in the Tariff.
8. This Service Agreement shall be interpreted, construed, and enforced in accordance with Federal law.
9. This Service Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
10. The Transmission Customer and the Transmission Provider agree that provisions of Section 3201(i) of Public Law 104-134 (Bonneville Power Administration Refinancing Act) are incorporated in their entirety and hereby made a part of this Service Agreement.
11. Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Transmission Customer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated by reference in the Service Agreement the same as if the specific language had been written into the Service Agreement, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials and may be executed by electronic signature and delivered electronically.

(CUSTOMER NAME)

UNITED STATES OF AMERICA
 Department of Energy
 Bonneville Power Administration

By: _____

By: _____

Title: _____

Title: Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____
(*Print/Type*)

Title: _____

Date: _____

**EXHIBIT A
SPECIFICATIONS FOR LONG-TERM
FIRM POINT-TO-POINT TRANSMISSION SERVICE**

TRANSMISSION SERVICE REQUEST

Assign Ref is: _____

1. TERM OF TRANSACTION

Service Commencement Date:

Termination Date:

2. DESCRIPTION OF CAPACITY AND ENERGY TO BE TRANSMITTED BY TRANSMISSION PROVIDER AND MAXIMUM AMOUNT OF CAPACITY AND ENERGY TO BE TRANSMITTED (RESERVED CAPACITY)

3. POINT(S) OF RECEIPT

4. POINT(S) OF DELIVERY

5. DESIGNATION OF PARTY(IES) SUBJECT TO RECIPROCAL SERVICE

6. NAMES OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE

7. SERVICE AGREEMENT CHARGES

Service under this Service Agreement will be subject to some combination of the charges detailed below and in Exhibits B and C. (The appropriate charges for transactions will be determined in accordance with the terms and conditions of the Tariff.)

(a) Transmission Charge: *[all applicable charges or discounts shall be identified]*

(b) System Impact and/or Facilities Study Charge(s):

(c) Direct Assignment Facilities Charges:

(d) Ancillary Service Charges:

8. OTHER PROVISIONS SPECIFIC TO THIS SERVICE AGREEMENT

EXHIBIT B
DIRECT ASSIGNMENT AND USE-OF-FACILITIES CHARGES

EXHIBIT C
ANCILLARY SERVICE CHARGES

EXHIBIT D NOTICES

1. NOTICES RELATING TO PROVISIONS OF THE SERVICE AGREEMENT

Any notice or other communication related to this Service Agreement, other than notices of an operating nature (section 2 below) shall be in writing and deemed to have been received if delivered in person, by email, by facsimile, by First Class mail or sent by overnight delivery service. Either Party may change its contact information by providing notice of such change to the other Party by any of the methods listed in this Section 1. BPA shall revise this Exhibit upon such notice. Revisions made solely to change contact information may be made without additional signatures by the Parties.

2. NOTICES OF AN OPERATING NATURE

Except as otherwise provided in this section, any notice, request or demand of an operating nature shall be in writing and deemed to have been received if delivered in person, by email, by facsimile, by First Class mail or sent by overnight delivery service.

For any service interruptions, emergency conditions, operating instructions, curtailments, or dispatch orders, Transmission Provider may notify Transmission Customer through any of the following methods: (1) by electronic signal pre-arranged between Transmission Customer and Transmission Provider, (2) by telephone, facsimile or email to the telephone numbers and email addresses set forth in this section, (3) by a change request to a transaction submitted according to the NERC e-Tag protocol, or (4) as otherwise agreed between Transmission Customer and Transmission Provider. Transmission Provider is not responsible for ensuring that Transmission Customer has the continuous ability to receive Transmission Provider's electronic signals.

EXHIBIT E
CREDITWORTHINESS AND PREPAYMENT