

BONNEVILLE POWER ADMINISTRATION

Contract No. «Contract Number»
Coordinated Functional
Registration No. #####

**TRANSMISSION PLANNER COORDINATED FUNCTIONAL
REGISTRATION AGREEMENT**

**executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
«CUSTOMER LONG NAME»**

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This TRANSMISSION PLANNER COORDINATED FUNCTIONAL REGISTRATION AGREEMENT (Agreement) is entered into by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and «CUSTOMER LONG NAME» (Customer), hereinafter individually referred to as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, the Energy Policy Act of 2005 (Act) authorized the Federal Energy Regulatory Commission (FERC) to approve Reliability Standards with which users, owners and operators of the bulk power system (which includes the Bulk Electric System (BES)) are required to comply (Reliability Standards);

WHEREAS, FERC has approved certain Reliability Standards applicable to Transmission Planner(s) (TP) proposed by the Electric Reliability Organization authorized by the Act to develop such standards (currently, the North American Electric Reliability Corporation (NERC));

WHEREAS, FERC, NERC and the Regional Reliability Organization (currently, the Western Electricity Coordinating Council (WECC)) have authority under the Act to enforce compliance with such Reliability Standards;

WHEREAS, BPA and Customer are registered with NERC as a TP for their respective transmission facilities, and Customer’s transmission facilities interconnect with BPA’s transmission facilities in such a way that makes it more efficient for BPA to perform certain TP responsibilities for Customer;

WHEREAS, BPA has determined that the most sensible approach for achieving compliance for TP related standards and/or requirements for its customers is to enter into Coordinated Functional Registration (CFR) agreements with its qualifying customers;

WHEREAS, the Parties intend by this Agreement to enter into a CFR, as provided for in Rule 508 of the NERC Rules of Procedure, specifying their respective compliance responsibilities as TPs for the Customer’s transmission facilities covered by this Agreement; and

WHEREAS, the Parties agree that the arrangements contained herein provide for both BPA and Customer to register as and perform the TP function for the Reliability Standards, Requirements, and sub-Requirements each Party is responsible for as set forth in this Agreement, and in a manner that will satisfy the Reliability Standards applicable to TPs, and take responsibility for enforcement actions for non-compliance with such Reliability Standards.

In consideration of the promises and mutual covenants and agreements herein contained, the Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective on the date that the Agreement has been accepted by WECC pursuant to Rule 508 of the NERC Rules of Procedure and shall continue in effect for five years after the Effective Date unless otherwise terminated by the Parties.

This Agreement may be terminated 90 days after written notice by Customer. BPA may terminate this Agreement after 90 days' written notice under the following circumstances:

- (a) Customer modifies BES equipment in Exhibit A without notifying BPA;
- (b) Customer fails to adhere to the processes and procedures outlined in the Transmission Planner Implementation Procedures (TPIP);
- (c) Customer fails to pay for TP services according to the terms in Section 7 below.

2. EXHIBITS

The following Exhibits are hereby incorporated into and made part of this Agreement:

- (a) Exhibit A Bulk Electric System Equipment Subject to this Agreement
- (b) Exhibit B Coordinated Functional Registration Matrix
- (c) Exhibit C Billing Determinants
- (d) Exhibit D Notices

3. DEFINITIONS

When used in this Agreement, the following terms have the meaning shown below. Capitalized terms that are not listed below shall have the meaning stated in the most recent Glossary of Terms used in NERC Reliability Standards or Appendix 2 of the NERC Rules of Procedure.

- (a) "Business Day" means any day that is normally observed by the Federal Government as a workday.
- (b) "Responsible Entity" means the Party that, as set forth in the Coordinated Functional Registration Matrix attached as Exhibit B to this Agreement, has responsibility for compliance with a particular Requirement, or sub-Requirement of an applicable Reliability Standard.

- (c) “Reliability Standard” means a standard approved by the Federal Energy Regulatory Commission pursuant to section 215 of the Federal Power Act.
- (d) “Transmission Planner Implementation Procedures” (TPIP) are the collection of processes and procedures that the Parties will follow to help ensure compliance with each Responsible Entity’s Requirements or sub-Requirements.

4. DUTIES OF THE PARTIES

Each Party shall take compliance responsibility for each Reliability Standard, Requirement, or sub-Requirement identified as applicable to that Party pursuant to Exhibit B. This Agreement is specifically limited to the Reliability Standards, Requirements, and sub-Requirements identified in Exhibit B.

BPA shall develop procedures to be contained in the TPIP and incorporated by reference into this Agreement in order to provide BPA with the ability to carry out TP responsibilities as they relate to Customer’s BES equipment listed in Exhibit A. Customer shall follow the procedures contained in the TPIP, and BPA shall provide outreach and assistance to the Customer in implementing the TPIP.

5. COORDINATED FUNCTIONAL REGISTRATION MATRIX

Exhibit B identifies the responsibility of each Party with respect to the TP Reliability Standards, Requirements, and sub-Requirements, as amended. The Parties have mutually collaborated in developing the CFR Matrix so that both Parties can meet the intent and obligations of the TP Reliability Standards, and avoid any gaps or redundancies in the performance of the Parties’ responsibilities.

The CFR Matrix lists out all of the NERC Standards, Requirements, and sub-Requirements that are applicable to a TP, and indicates which Party is the Responsible Entity for each one. The most granular level of each Reliability Standard (Requirement or sub-Requirement) will reside either with BPA or the Customer, not both.

6. MUTUAL COOPERATION

(a) Requests for Information and Documentation

The Parties agree to cooperate in good faith to provide each other information and documentation necessary to demonstrate compliance with each Party’s respective obligations for the Reliability Standards covered by this Agreement at their own expense. This includes responding to any audit, data request, spot-check, investigation, or any other inquiry brought by WECC, NERC, or FERC, or in connection with any self-certification or self-report, relating to the Reliability Standards covered by this Agreement.

The Party requesting information and documentation from the other Party shall initiate such request in writing, to the contacts listed in Exhibit D. The other Party shall respond in accordance to regulatory data request timelines.

All other requests; the Party receiving the requested information and documentation based on a mutually agreeable timeline.

(b) **Providing Notice of a Notice of Alleged Violation(s) (NOAV) or Notice of Alleged Violation(s) and Penalty or Sanction (NAVAPS)**

In the event either Party receives a NOAV or NAVAPS with respect to a potential or alleged violation of a Reliability Standard covered by this Agreement, the Party receiving the notice shall notify the other Party in writing within seven (7) days of receiving the NOAV or NAVAPS to the contacts listed in Exhibit D.

(c) **Disputes over the Responsible Entity**

If the Parties cannot agree over which Party is the Responsible Entity with respect to a NOAV or NAVAPS, the Parties shall attempt to resolve such disagreement in good faith within five (5) days. If the Parties cannot resolve such dispute, the matter shall be referred to WECC for resolution in accordance with Section 508 of the Compliance Monitoring and Enforcement Program.

(d) **Costs and Penalties or Sanctions**

Each Party shall be solely responsible for all costs associated with any NOAV or NAVAPS where it is identified as the Responsible Entity, including penalties or sanctions assessed against it by WECC, NERC, or FERC.

7. BILLING AND PAYMENT

(a) **Billing**

BPA shall bill Customer monthly for the annual costs. BPA may send Customer an estimated bill followed by a final bill. The Issue Date is the date BPA electronically sends the bill to Customer. If electronic transmittal of the entire bill is not practical, BPA shall transmit a summary electronically, and send the entire bill by United States mail.

(b) **Payment**

Customer shall pay all bills electronically in accordance with instructions on the bill. Payment of all bills, whether estimated or final, must be received by the 20th day after the Issue Date of the bill (Due Date). If the 20th day is a Saturday, Sunday, or federal holiday, then the Due Date is the next Business Day.

If Customer has made payment on an estimated bill then:

- (1) If the amount of the final bill exceeds the amount of the estimated bill, Customer shall pay BPA the difference between the estimated bill and final bill by the final bill's Due Date; or

- (2) If the amount of the final bill is less than the amount of the estimated bill, BPA shall pay Customer the difference between the estimated bill and final bill by the 20th day after the final bill's Issue Date. If the 20th day is a Saturday, Sunday, or federal holiday, the difference shall be paid by the next Business Day.

(c) **Late Payments**

After the Due Date, a late payment charge equal to the higher of:

- (1) The Prime Rate (as reported in the Wall Street Journal or successor publication, in the first issue published during the month in which payment was due) plus four (4) percent, divided by 365; or
- (2) The Prime Rate times 1.5, divided by 365;

shall be applied each day to any unpaid balance.

(d) **Termination**

If Customer has not paid its bill in full by the Due Date, it shall have 45 days to cure its non-payment by making payment in full. If Customer does not provide payment within three Business Days after receipt of an additional written notice from BPA, and BPA determines in its sole discretion that Customer is unable to make the payments owed, then BPA may terminate this Agreement consistent with Section 1 above. Written notices sent under this Section 7(d) must comply with Exhibit D.

(e) **Disputed Bills**

- (1) If Customer disputes any portion of a charge or credit on Customer's estimated or final bills, Customer shall provide written notice to BPA with a copy of the bill noting the disputed amounts. Notwithstanding whether any portion of the bill is in dispute, Customer shall pay the entire bill by the Due Date. This Section 7(e)(1) does not allow Customer to challenge the validity of any BPA rate.
- (2) Unpaid amounts on a bill (including both disputed and undisputed amounts) are subject to the late payment charges provided above. Notice of a disputed charge on a bill does not constitute BPA's agreement that a valid claim under contract law has been stated.
- (3) If the Parties agree, or if after a final determination of a dispute pursuant to Section 9(c), Customer is entitled to a refund of any portion of the disputed amount, then BPA shall make such refund with simple interest computed from the date of receipt of the disputed payment to the date the refund is made. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) divided by 365.

8. **LIABILITY**

In no event shall either Party, including its officers, employees, agents or representatives, be liable for any lost or prospective profits or for any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement.

9. **STANDARD PROVISIONS**

(a) **Amendments**

Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(b) **Assignment**

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld.

(c) **Dispute Resolution**

(1) In the event of a dispute arising out of this Agreement, the Parties shall negotiate in good faith to reach an acceptable and timely resolution. If the Parties are unable to resolve the dispute to their mutual satisfaction within five Business Days, or any other mutually acceptable time period after negotiation begins, the Parties shall attempt in good faith to resolve the dispute through non-binding mediation.

(2) Each Party shall be responsible for its own expenses and one-half of the expenses of the mediator.

(d) **Entire Agreement**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

(e) **Freedom of Information Act (FOIA)**

BPA may release information provided by Customer to comply with FOIA or if required by any other Federal law or court order. For information that Customer designates in writing as proprietary, BPA will limit the use and dissemination of that information within BPA to employees who need the information for purposes of this Agreement.

- (f) **Governing Law**
This Agreement shall be interpreted, construed and enforced in accordance with Federal law.
- (g) **No Third Party Beneficiaries**
This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.
- (h) **Section Headings**
Section headings and subheadings appearing in this Agreement are inserted for convenience only and are not to be construed as interpretations of text.
- (i) **Several Obligations**
Except where specifically stated in this Agreement, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective.
- (j) **Uncontrollable Forces**
The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. “Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party’s reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:
- (1) Strikes or work stoppage;
 - (2) Floods, earthquakes, or other natural disasters; terrorist acts; and
 - (3) Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its

best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Exhibit D.

(k) **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

10. SIGNATURES

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

«CUSTOMER LONG NAME»

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By: _____

Title: _____

Title: Manager, Customer Service Engineering

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

EXHIBIT A
BES EQUIPMENT SUBJECT TO THIS AGREEMENT

BPA will perform TP responsibilities for Customer's BES equipment that is listed below in accordance with the TP procedures that are contained in the TPIP. Customer is not charged for BPA owned equipment. This exhibit contains a complete listing of the BES equipment.

1. DESCRIPTION OF BES EQUIPMENT SUBJECT TO THIS AGREEMENT

[Drafter's Note: Insert table from TOP Exhibit]

2. REVISIONS

Customer shall notify BPA in writing when updates to this exhibit are necessary to accurately reflect the facilities over which BPA will carry out BPA's assigned TP responsibilities. Customer shall also inform BPA as early in the planning process as practicable, but no later than 90 days before changes are made, when Customer identifies the need for equipment changes. The Parties shall revise this exhibit to reflect such changes. The Parties shall mutually agree on any such exhibit revisions. The effective date of any revision to this exhibit shall be the later of the date the actual circumstances described by the revision occur or the date necessary visibility and control equipment is installed.

ONE LINE DIAGRAM

[Drafter's Note: Insert One Line Diagram from TOP Exhibit]

**EXHIBIT B
COORDINATED FUNCTIONAL REGISTRATION MATRIX**

TABLE 1

The following portion of the Coordinated Functional Registration (CFR) Matrix represents Customer’s responsibility for compliance.

1. CUSTOMER RESPONSIBILITY FOR COMPLIANCE

| | | | BPA | Customer | |
|----------|-------------------------|--------------|----------|----------------|----------------------|
| Standard | Standard Mandatory Date | Requirements | NCR05032 | [Insert NCR #] | Responsibility Notes |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| | | | BPA | Customer | |
|----------|-------------------------|--------------|----------|----------------|----------------------|
| Standard | Standard Mandatory Date | Requirements | NCR05032 | [Insert NCR #] | Responsibility Notes |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

3. REVISIONS

Upon approval by FERC of any new Reliability Standards, changes to existing Reliability Standards, or retirement of Reliability Standards that apply to each Party’s obligations in this Agreement, the Parties shall confer within 45 days regarding their respective compliance responsibilities for the new, revised, or retired Standards and agree upon revisions to the CFR Matrix to address the new or revised Reliability Standards. The Parties shall mutually agree to any revisions to the CFR Matrix prior to the mandatory date of the new or revised Standard.

**EXHIBIT C
BILLING DETERMINANTS**

1. COST

Year Annual cost is comprised of:

| | | |
|--|-------------|--|
| Base Charge: | | |
| Annual Load: | # MW x \$## | |
| # of Lines: | # x \$#,### | |
| # of Buses: | # x \$#,### | |
| Total annual charge for Year | | |
| Total monthly charge for Year ¹ | | |

2. REVISIONS

Upon 90 days written notice, BPA may unilaterally revise Exhibit C pursuant to the following:

This exhibit may change if BPA's cost basis needs to be adjusted based on but not limited to:

- (a) Annual cost allocation review.
- (b) Number of requirements.
- (c) Number of participating customers.
- (d) Change in facilities.
- (e) Change in customer load.

¹ The monthly charges will be the annual cost divided by the remainder of the whole calendar months within the calendar year. Customer's annual cost will be divided by # months with an expected execution date of DATE.

**EXHIBIT D
NOTICES**

1. ADMINISTRATIVE NOTICES

Any notice or other communication related to this Agreement, other than notices of an operating nature (Section 2 below) shall be delivered in person, or with proof of receipt by email, facsimile, First Class mail or overnight delivery service. Notices are effective on the date received. Either Party may change the contact information by providing notice of such change to the following person and address:

To «Customer Long Name»:

Street Address
City, State Zip
Attention: Contact Name
Title:
Phone:
Fax:
Email:

To Bonneville Power Administration:

Attention: Customer Service Reliability
Program – TPCR/TPP-4
Phone: (360) 418-8777
Email: csrp@bpa.gov

First Class Mail:
Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666

Overnight Delivery Service:
Bonneville Power Administration
905 NE 11th Avenue
Portland, OR 97232

2. FOR REPORTING OF COMPLIANCE DOCUMENTATION

To «Customer Long Name»:

Street Address
City, State Zip
Attention: Contact Name
Title:
Phone:
Fax:
Email:

To Bonneville Power Administration:

Attention: Customer Service Reliability
Program – TPCR/TPP-4
Phone: (360) 418-8777
Email: csrp@bpa.gov

First Class Mail:
Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666

Overnight Delivery Service:
Bonneville Power Administration
905 NE 11th Avenue
Portland, OR 97232

3. REVISIONS TO NOTICES

If either Party revises its contact information, that Party shall notify the other Party within three (3) business days and such notice shall be deemed to have been received if delivered in person, in writing, by email, facsimile, First Class mail or overnight delivery service. BPA shall revise this exhibit upon such notice.