



## Transmission Services

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**Subject:** Customer Comments on the 2009 Network Open Season Precedent Transmission Service Agreement (PTSA)

**Customer:** Iberdrola Renewables

**Received:** May 8, 2009

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Section 4(f)(2): This proposed change is inconsistent with the FERC pro forma OATT and undermines the intent of Section 17.7 by eliminating a challenger's ability to compete. The defending contract holder needs to retain its OATT 17.7 right to either release the competed capacity to the challenger or to match the challenger's start date.

Section 5(a) deletion: Please explain -- are pre-existing studies no longer an issue?

Section 5(a)(2)/Exhibit B: These sections should be deleted in their entirety or rewritten to clarify the precise legal implications. Many customers will be unable to provide the exact location of generation and load at the time service is requested. Such information as requested under OATT 17.2 is provided in the application phase only but is not part of a binding agreement. As the proposed Exhibit B would be incorporated into a binding PTSA, the impact of this is unclear. Would customers be granted the ability to amend or opt out of the contract should an alternate location of generation or load be identified for use of the contracted capacity?

Section 5(a)(3): How would direct assignment of costs relate to service offered at rolled-in rates? Could BPA offer service at embedded rates and also assess direct assignment costs? If so, what are the limits to this ability, and would the customer have the ability to terminate the PTSA in this event?

Section 6(a)(1): IBR supports the automatic application of Conditional Firm bridge service term to PTSA duration obligation.

Section 7(a): Please explain the deletion regarding partial term service.

Section 10: What is the plan for filing the amended 2009 PTSA with FERC and how does that relate to the 2008 PTSA?