



Department of Energy
Western Area Power Administration
P.O. Box 281213
Lakewood, CO 80228-8213

April 12, 2013

Honorable Kimberly D. Bose
Office of the Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Room 1A, East
Washington, DC 20426

Re: Western Area Power Administration
Docket No. NJ13-_____

Dear Secretary Bose:

Pursuant to 18 C.F.R. § 35.28(e) and 18 C.F.R. § 385.207, Western Area Power Administration (Western) hereby submits revisions to its non-jurisdictional Open Access Transmission Tariff (OATT) and petitions the Commission for a declaratory order finding that Western's tariff, as amended by this filing, substantially conforms or is superior to the Commission's pro forma tariff and that Western satisfies the requirements for reciprocity status. The purpose of the filing is to make minor revisions to Western's OATT, including its Large Generator Interconnection Procedures (LGIP), Large Generator Interconnection Agreement (LGIA), Small Generator Interconnection Procedures (SGIP), and Small Generator Interconnection Agreement (SGIA). These revisions generally clarify certain OATT provisions and correct errors introduced in Western's prior filings. Western has posted notice of this filing on its OASIS page to ensure public notification of these changes to its customers.

This filing does not make changes amendments to its planning process in Attachment P of its OATT to meet the requirements of Order No. 1000.¹ However, Western is actively engaged in the Order No. 1000 compliance efforts in each of the planning regions Western participates in. Once those various regions have successfully addressed how they will meet the requirements of Order No. 1000, Western will assess how to best address those solutions consistent with its unique status as a Federal power marketing agency.

¹ *Transmission Planning and Cost Allocation by Transmission Owning and Operating Public Utilities*, Order No. 1000, FERC Stats & Regs. ¶ 31,323 (2011), *order on reh'g*, Order No. 1000-A, 139 FERC ¶ 61,132 (2012), *order on reh'g*, Order No. 1000-B, 141 FERC ¶ 61,044 (2012) (Order No. 1000).

I. BACKGROUND

Western is a Federal power marketing administration that markets Federal power and owns and operates transmission facilities in fifteen western and central states, encompassing a geographic area of 1.3 million square-miles. Western was established pursuant to section 302 of the DOE Organization Act.² Western's primary mission is to market Federal power and transmission resources constructed pursuant to congressional authorization. The Federal generation marketed by Western resulted from the construction of power plants by the Federal generating agencies, principally the Department of the Interior's Bureau of Reclamation and the Army Corps of Engineers. The power and transmission requirements of project use loads, which are designated by Congress and carry out purposes such as pumping of irrigation water, must by law be met first for the life of those projects. Power in excess of these requirements is available for marketing by Western to its preference customers.

Western owns and operates over 17,000 miles of high-voltage transmission lines and has entered into long-term transmission contracts for widespread distribution of this generation to project use and preference customers comprised of non-profit public entities such as electric cooperatives, municipal utilities, Indian tribes, and Federal and state government entities. In addition, Western's system is utilized by third parties for network and point-to-point transmission purposes, and therefore, Western has contractual obligations it must meet under a myriad of existing transmission agreements which were executed before and after Western's OATT became effective.

Western is not a public utility subject to the Commission's jurisdiction under sections 205 and 206 of the Federal Power Act (FPA).³ Western is, however, a transmitting utility subject to FPA sections 210-213,⁴ and has provided open access transmission service since its inception in 1977. As discussed previously, the purpose of this filing is to make minor revisions to Western's OATT, LGIP, LGIA, SGIP, and SGIA, primarily to clarify certain provisions and correct errors introduced in Western's prior filings. This filing letter outlines the revisions and briefly explains why they are necessary.

² 42 U.S.C. § 7152(a) (1977).

³ 16 U.S.C. §§ 824d and 824e (2012).

⁴ 16 U.S.C. §§ 824i-824l (2012).

II. PROPOSED REVISIONS

A. OATT Service Request Applications – Federal Tax ID Info

Western requires the Federal tax identification number of entities with which it does business. Therefore, rather than continuing to request this information after a transmission or interconnection service request has been submitted, Western modified the application provisions of its OATT as follows:

OATT section 17.2 – Application Information for Firm PTP Service

- (i) The identity, tax identification number, address, telephone number and facsimile number of the entity requesting service;

OATT section 18.2 – Application Information for Non-firm PTP Service

- (i) The identity, tax identification number, address, telephone number and facsimile number of the entity requesting service;

OATT section 29.2 – Application Information for Network Service

- (i) The identity, tax identification number, address, telephone number and facsimile number of the party requesting service;

LGIP Appendix 1, Section 5 – Interconnection Request Information

- e. Name, address, telephone number, and e-mail address of Interconnection Customer's contact person;
- f. Interconnection Customer's tax identification number;
- ~~fg.~~ Approximate location of the proposed Point of Interconnection (optional); and
- gh. Interconnection Customer Data (set forth in Attachment A)

SGIP Attachment 2, Page 2 – Interconnection Customer Information

Name: _____

Tax Identification Number: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

B. OATT Attachment B, section 3.0 – Duplicative Reference and Term Limit

Sections 1.0 and 3.0 of OATT Attachment B (Service Agreement for Non-Firm Point-To-Point Transmission Service) to Western’s OATT contain a duplicative reference to facilities described in Western’s OATT Attachment K. Also, in order to ensure conformance between Western’s long-standing Federal contractual practices and its as-filed forms of agreement, Western added language to OATT Attachment B to allow for specification of a non-firm point-to-point transmission service term limit.⁵ To eliminate the duplicative language and accommodate the need for a term limit, Western revised section 3.0 of OATT Attachment B as follows:

3.0 Service under this Service Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer. ~~For purposes of this Service Agreement, the Transmission Provider’s Transmission System consists of the facilities of the (Region) as described in Attachment K. This Service Agreement shall terminate on _____.~~

C. OATT Attachment F – Network Customer vs. Transmission Customer

The Specifications for Network Integration Transmission Service (NITS Specifications) form in Attachment F (Service Agreement for Network Integration Transmission Service) to Western’s OATT refers to “Transmission Customer” and “Network Customer” interchangeably throughout, with the former defined within the service agreement itself and the latter not so defined. This discrepancy was introduced in Western’s initial OATT filing submitted on December 31, 1997, in Docket No. NJ98-1-000 (December 1997 Filing).⁶ To eliminate any potential confusion, Western revised the NITS Specifications form to include only the term “Transmission Customer,” as follows:

1.0 The Transmission Provider will provide Network Integration Transmission Service over the Transmission Provider’s Transmission System for the delivery of capacity and energy from the ~~Network~~ Network Transmission Customer’s designated Network Resources to the ~~Network~~ Network Transmission Customer’s designated Network Load. The Transmission Provider will also provide non-firm transmission service from non-designated Network Resources under the terms of this Service Agreement.

⁵ See Western’s March 1, 2007 filing in Docket No. NJ07-2-000 (March 2007 Filing), where Western proposed—and the Commission ultimately accepted—similar ministerial changes to various OATT, LGIP, LGIA, SGIP, and SGIA provisions to ensure conformance between Western’s contractual practices and its as-filed forms of agreement. See also *Western Area Power Administration*, 119 FERC ¶ 61,239 (2007); and the delegated letter order issued on September 6, 2007, in Docket No. NJ07-2-001.

⁶ See *United States Department of Energy - Western Area Power Administration, et al.*, 99 FERC ¶ 61,062 (2002).

The loss factors associated with this Network Integration Transmission Service are set forth below. Such losses shall be applied and accounted for as set forth in Section 4.

4.1.2 Transmission Provider Transmission Loss Factor: For deliveries to the ~~Network-Transmission~~ Customer's Network Load, Transmission Provider transmission losses shall initially be ___% and shall be assessed on the power scheduled and transmitted to a point of delivery on the Transmission Provider's Transmission System.

5.0 The ~~Network-Transmission~~ Customer's transmission facilities that are integrated with the Transmission Provider's Transmission System will receive _____ credit (To be filled in if appropriate). These facilities include the following:

6.0 Names of any intervening systems with whom the ~~Network-Transmission~~ Customer has arranged for transmission service to the Transmission Provider's Transmission System.

D. OATT Attachment F, Specifications Table 3.0 – Specification of Maximum Load

Table 3.0 (Designated Network Loads) of the NITS Specifications form in Western's OATT erroneously requests specification of "Maximum Resource" rather than "Maximum Load." The error was introduced in Western's December 1997 Filing. To remedy this error, Western made the following revisions to Table 3.0 of the NITS Specifications form:

3.0 Designated Network Loads:

Designated Network Load & Estimated Maximum Resource-Load (MW)	Point of Delivery	Voltage

E. OATT Attachment K – RMR Kansas Facilities

The Rocky Mountain Region section of Attachment K to Western's OATT includes a reference to managing transmission facilities in Kansas; however, Western has no transmission facilities in the state. Consequently, Western made the following change to its OATT Attachment K:

The Rocky Mountain Region (RMR) manages transmission facilities in the states of Colorado, Wyoming, ~~and~~ Nebraska, ~~and Kansas~~ which were constructed for the primary purpose of marketing power from the Pick-Sloan Missouri Basin Program - Western Division. The RMR office and Control Area operations center is located in Loveland, Colorado and its system is operated in the WECC.

F. OATT Attachment K – SNR Delivery to Wildlife Refuges

Western modified the Sierra Nevada Region section of Western's OATT Attachment K so its mention of "Federal Fish and Wildlife refuges" conforms to the actual legislative statement of "wildlife refuges in California." This modification is as follows:

The Sierra Nevada Customer Service Region (SNR), located in Folsom, California, manages the Central Valley Project (CVP) transmission facilities in the State of California. These facilities were constructed for the primary purpose of marketing power resources from the CVP. SNR also has ownership rights to capacity in three multi-party transmission systems, the Pacific AC Intertie, the California-Oregon Transmission Project (COTP), and the Los Banos-Gates Transmission Upgrade Project (Path 15). Congress authorized SNR's participation in the Pacific AC Intertie for the purpose of importing power from the Pacific Northwest. COTP rights were acquired pursuant to Public Laws 98-360 and 99-88, primarily for the purpose of delivering power to the United States Department of Energy Laboratories and ~~Federal Fish and Wildlife~~ wildlife refuges in California. Path 15 upgrade rights were also acquired pursuant to Public Laws 98-360 and 99-88. Long-term use of the Pacific AC Intertie, CVP and COTP by third parties is restricted under existing contracts. SNR has turned over operational control of its Path 15 upgrade rights to the California Independent System Operator (CAISO). Therefore, the CAISO, or its successor will offer transmission service on Path 15. SNR is a member of the WECC.

G. OATT Attachment N – Order 676-E Modifications

As indicated hereafter, Western revised its OATT Attachment N (North American Energy Standards Board [NAESB] Wholesale Electric Quadrant [WEQ] Standards) to include the revised NAESB WEQ standards references promulgated in Order No. 676-E.⁷

ATTACHMENT N

North American Energy Standards Board Wholesale Electric Quadrant Standards

The following North American Energy Standards Board Wholesale Electric Quadrant standards are incorporated by reference into Transmission Provider's Tariff as described in section 4.2 therein:

- ~~Business Practices for~~ Open Access Same-Time Information Systems (OASIS), Version 1.45 (WEQ-001, Version 0012.1, ~~October 31, 2007~~ March 11, 2009, with minor corrections applied ~~on November 16, 2007~~ May 29, 2009 and September 8, 2009) ~~including with the exception of~~ Standards 001-0.1, 001-0.29 through 001-0.813, 001-1.0, 001-9.7, 001-14.1.3, and 001-15.1.2 ~~001-0.14 through 001-0.20, 001-2.0 through 001-9.6.2, 001-9.8 through 001-12.5.2, and 001-A through 001-B~~;
- ~~Business Practices for~~ Open Access Same-Time Information Systems (OASIS) Standards & Communication Protocols, Version 1.45 (WEQ-002, Version 0012.1, ~~October 31, 2007~~ March 11, 2009, with minor corrections applied ~~on November 16, 2007~~ May 29, 2009 and September 8, 2009) ~~including~~ Standards 002-0.1 through 002-5.10;
- Open Access Same-Time Information Systems (OASIS) Data Dictionary, Version 1.45 (WEQ-003, Version 0012.1, ~~October 31, 2007~~ March 11, 2009, with minor corrections applied ~~on November 16, 2007~~ May 29, 2009 and September 8, 2009) ~~including~~ Standard 003-0;
- Coordinate Interchange (WEQ-004, Version 0012.1, ~~October 31, 2007~~ March 11, 2009, with minor corrections applied ~~on November 16, 2007~~ May 29, 2009 and September 8, 2009) ~~including Purpose, Applicability, and~~ Standards 004-0.1 through 004-17.2, and 004-A through 004-D;

⁷ *Standards for Business Practices and Communication Protocols for Public Utilities*, Order No. 676-E, FERC Stats. & Regs. ¶ 31,299 (2009).

- Area Control Error (ACE) Equation Special Cases ~~Standards~~ (WEQ-005, Version 001.1, ~~October 31, 2007~~ March 11, 2009, with minor corrections applied ~~on November 16, 2007~~ May 29, 2009 and September 8, 2009) ~~including Purpose, Applicability, and Standards 005-0.1 through 005-3.1.3, and 005-A;~~
- Manual Time Error Correction (WEQ-006, Version 001, October 31, 2007, with minor corrections applied on November 16, 2007) ~~including Purpose, Applicability, and Standards 006-0.1 through 006-12;~~^[8]
- Inadvertent Interchange Payback (WEQ-007, Version 001.1, ~~October 31, 2007~~ March 11, 2009, with minor corrections applied ~~on November 16, 2007~~ May 29, 2009 and September 8, 2009) ~~including Purpose, Applicability, and Standards 007-0.1 through 007-2, and 007-A;~~
- Transmission Loading Relief – Eastern Interconnection (WEQ-008, Version 001.1, ~~October 31, 2007~~ March 11, 2009, with minor corrections applied ~~on November 16, 2007~~ May 29, 2009 and September 8, 2009) ~~including Purpose, Applicability, and Standards 008-0.1 through 008-3.11.2.8, and 008-A through 008-D;~~
- Gas/Electric Coordination (WEQ-011, Version 001.1, ~~October 31, 2007~~ March 11, 2009, with minor corrections applied ~~on November 16, 2007~~ May 29, 2009 and September 8, 2009) ~~including Standards 011-0.1 through 011-1.6;~~
- Public Key Infrastructure (PKI) (WEQ-012, Version 001.1, ~~October 31, 2007~~ March 11, 2009, with minor corrections applied ~~on November 16, 2007~~ May 29, 2009 and September 8, 2009) ~~including Recommended Standard, Certification, Scope, Commitment to Open Standards, and Standards 012-0.1 through 012-1.26.5;~~ and
- ~~Business Practices for~~ Open Access Same-Time Information Systems (OASIS) Implementation Guide, Version 1.45 (WEQ-013, Version 001.1, ~~October 31, 2007~~ March 11, 2009, with minor corrections applied ~~on November 16, 2007~~ May 29, 2009 and September 8, 2009) ~~including Introduction and Standards 013-0.1 through 013-4.2.~~

⁸ Western notes that Order No. 676-E declined to adopt Version 002.1 of the WEQ-006 Standard. *Id.* at n. 16.

H. OATT Attachment P – OASIS URL

In late October 2012, Western’s OASIS provider (Open Access Technology International) modified its primary OASIS Internet uniform resource locator (URL) as part of its move to a cloud computing environment – i.e., the primary URL was modified from www.oatioasis.com to www.oasis.oati.com. This modification caused a number of URLs in Western’s OATT Attachment P to become outdated, and Western revised the affected URLs to remedy the problem.

J. OATT Attachment Q – Additions to Credit Application

Western modified Attachment Q (Creditworthiness Procedures) to its OATT to specify a Western email address so applicants may submit information electronically, and to include an entry blank for applicant Federal tax ID information, as follows:

Complete all sections of this form and submit by mail or e-mail to:
Western Area Power Administration
ATTN: Compliance and Audit Liaison, Credit Applications (A8300)
P.O. Box 281213
Lakewood, CO 80228-8213
WesternCreditApplications@wapa.gov

Date: _____
Applicant Name (Customer): _____
Address: _____
Type of Service Requested: _____
Expected Monthly Business: _____
Federal Tax ID Number: _____
DUNS Number: _____
Credit Rating (if applicable): _____
Credit Manager or Point of Contact: _____
Phone: _____ Fax: _____ Email: _____

Is your company a subsidiary or affiliate of another company? Yes ___ No ___
If Yes, please provide information on the related company:
Company Name: _____
Address: _____
Federal Tax ID Number: _____

DUNS Number: _____

Does your company plan to establish credit with a guarantee from the related company listed above? Yes ____ No ____

If Yes, all required information necessary for credit qualification is needed from the company guaranteeing credit.

K. LGIP sections 3.3.5 and 3.6, and SGIP sections 3.3 and 4.2.1 – Cure and Withdrawal

Several of Western’s generator interconnection customers have failed to submit a study agreement, environmental agreement, and/or deposit within the timeframes required by Western’s LGIP and SGIP, and a few of those customers have argued for the right to cure such failures. This is clearly not the intent of the *pro forma* LGIP and SGIP⁹. Western has denied such arguments and ultimately the customers have ended their pursuit of such claims. In order to prevent further arguments of this nature, Western has made the following revisions to its LGIP and SGIP:

LGIP section 3.3.5

3.3.5 Environmental Review Agreement.

Unless otherwise agreed, Transmission Provider shall use Reasonable Efforts to tender, within 15 Calendar Days of providing an Interconnection System Impact Study report to Interconnection Customer, an environmental review agreement authorizing Transmission Provider, at Interconnection Customer’s expense, to perform environmental review of the proposed interconnection, including review under the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321, et seq., as amended, and setting forth Interconnection Customer’s responsibilities in connection with such environmental review. Interconnection Customer shall execute the environmental review agreement and return it, along with the required funds set forth in the agreement, to the Transmission Provider within 30 Calendar Days of receipt of the final version offered for execution. If an executed environmental review agreement and the required funds are not provided in the manner set forth above, the Interconnection Request shall be deemed withdrawn. An Interconnection Customer shall have no right to cure the failure to deliver the executed environmental review agreement or the required funds in the timeframe identified above. If the costs incurred by Transmission Provider are less than the deposit submitted by

⁹ For example, section 7.2 of the *pro forma* (and Western’s) LGIP states “Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, *provided, however, such deficiency does not include failure to deliver the executed Interconnection System Impact Study Agreement or deposit.* [emphasis added]”

Interconnection Customer, Transmission Provider shall refund the difference, without interest, as soon as the necessary vouchers may be prepared. In addition, if at any time prior to the issuance of Transmission Providers final NEPA decisional document the Interconnection Customer fails to comply with the terms of the environmental review agreement, Transmission Provider reserves the right to deem the Interconnection Request withdrawn.

LGIP section 3.6

3.6 Withdrawal.

Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to Transmission Provider. In addition, if Interconnection Customer fails to adhere to all requirements of this LGIP, except as provided in Section 13.5 (Disputes), Transmission Provider shall deem the Interconnection Request to be withdrawn and shall provide written notice to Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cures the deficiency or to notify Transmission Provider of its intent to pursue Dispute Resolution. The failure to submit an agreement and/or required funds in accordance with a deadline cannot be cured by the Interconnection Customer providing the agreement and/or required funds to the Transmission Provider during the fifteen (15) Business Days after receipt of a withdrawal notice.

SGIP section 3.3

3.3 Environmental Review Agreement

Unless otherwise agreed, Transmission Provider shall use Reasonable Efforts to tender, within 15 Calendar Days of providing an Interconnection System Impact Study report to Interconnection Customer, an environmental review agreement authorizing Transmission Provider, at Interconnection Customer's expense, to perform environmental review of the proposed interconnection, including review under the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321, et seq., as amended, and setting forth Interconnection Customer's responsibilities in connection with such environmental review. Interconnection Customer shall execute the environmental review agreement and return it, along with the required funds set forth in the agreement, to the Transmission Provider within 30 Calendar Days of receipt of the final version offered for execution. If an

executed environmental review agreement and the required funds are not provided in the manner set forth above, the Interconnection Request shall be deemed withdrawn. An Interconnection Customer shall have no right to cure the failure to deliver the executed environmental review agreement or the required funds in the timeframe identified above. If the costs incurred by Transmission Provider are less than the deposit submitted by Interconnection Customer, Transmission Provider shall refund the difference, without interest, as soon as the necessary vouchers may be prepared. In addition, if at any time prior to the issuance of Transmission Providers final NEPA decisional document the Interconnection Customer fails to comply with the terms of the environmental review agreement, Transmission Provider reserves the right to deem the Interconnection Request withdrawn.

SGIP section 4.2.1

4.2.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article. The failure to submit an agreement and/or required funds in accordance with a deadline cannot be cured by the Interconnection Customer providing the agreement and/or required funds to the Transmission Provider after a required deadline.

L. LGIP Appendix 1, Attachment A – Solar Facility Data

Western’s Desert Southwest Region has had a number of large generator interconnection requests for solar facilities, and in some cases the interconnection customers have argued against submitting solar facility data since it is not explicitly required on the form in Attachment A (Large Generating Facility Data) to LGIP Appendix 1. As a result, Western added the following language to the form to require submission of facility data for large solar generator interconnection requests:

SOLAR GENERATORS

Number of generators to be interconnected pursuant to this Interconnection Request: _____

Inverter manufacturer, model name, number, and version:

List of adjustable setpoints for the protective equipment or software:

Note: A completed General Electric Company Power Systems Load Flow (PSLF) data sheet must be supplied with the Interconnection Request. If other data sheets are more appropriate to the proposed device then they shall be provided and discussed at Scoping Meeting.

M. LGIA Appendix A – Subsection Numbering and Affected System Upgrades Placeholder

As shown below, in order to ensure conformance between Western's long-standing Federal contractual practices and its as-filed forms of agreement, Western replaced in LGIA Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) the current subsection lettering of "(a)" and "(b)" with numbering such as "1.1" and "1.2." Additionally, for purposes of transparency, Western added to LGIA Appendix A a new section 6 placeholder entitled "6. Upgrade Requirements on Affected System(s)," as Western has in the past included such a section when needed to accommodate the interconnection.

1. Interconnection Facilities:

~~(a)~~1.1 [insert Interconnection Customer's Interconnection Facilities]:

~~(b)~~1.2 [insert Transmission Provider's Interconnection Facilities]:

2. Network Upgrades:

~~(a)~~2.1 [insert Stand Alone Network Upgrades]:

~~(b)~~2.2 [insert Other Network Upgrades]:

3. Distribution Upgrades:

4. Point of Change of Ownership:

5. Point of Interconnection:

6. Upgrade Requirements on Affected System(s): [To be deleted if not applicable]

N. SGIP Attachment 4 – Signature Block

The signature block in Attachment 4 (System Impact Study Agreement) to Western's SGIP erroneously states "In Witness Thereof" rather than the correct "In Witness Whereof." This error was introduced in Western's March 2007 Filing. Consequently, Western made the following correction in Attachment 4 to its SGIP:

IN WITNESS ~~F~~WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

O. SGIA – Capitalization of Article

The term “article” is not capitalized in the pro forma SGIA; however, Western erroneously capitalized the term twice in its March 2007 Filing while adding language to SGIA articles 3.2 and 5.2.1.2. Accordingly, Western made the following corrections to these articles:

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ten years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement. Notwithstanding this ~~A~~article 3.2 or 3.3, the maximum effective period of this Agreement shall be 40 years from the Effective Date. Five years prior to termination, the Interconnection Customer shall provide written notice of its intention to extend this Agreement. Upon receiving such notice, Transmission Provider shall enter into good faith discussions regarding an extension of this Agreement at the Interconnection Customer’s request.

5.2.1.2 If the Small Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Transmission Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades; provided, that the party making use of the Network Upgrades must first pay to Transmission Provider all amounts to be reimbursed to the Interconnection Customer. Such amounts shall be subsequently credited by the Transmission Provider to the new party in accordance with ~~A~~article 5.2.1 of this Agreement. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

P. SGIA Attachments 2, 5, and 6 – Instructions for Completion

In order to avoid potential confusion among Western’s small generator interconnection customers, Western bracket the pro forma instructions for completing SGIA Attachments 2, 5, and 6, and also added an indication therein that the instructions will be deleted from a SGIA offered to interconnection customers for execution.

SGIA Attachment 2

[Equipment, including the Small Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Transmission Provider, or the Transmission Owner. The Transmission Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment. This language will be deleted from a SGIA offered to an Interconnection Customer for execution.]

SGIA Attachment 5

[The Transmission Provider shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Transmission Provider's Transmission System. This language will be deleted from a SGIA offered to an Interconnection Customer for execution.]

SGIA Attachment 6

[The Transmission Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Transmission Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related. This language will be deleted from a SGIA offered to an Interconnection Customer for execution.]

III. PETITION FOR AN EXEMPTION FROM FILING FEES

Western hereby seeks an exemption in lieu of paying a filing fee applicable to petitions for declaratory orders. As an agency of the United States Department of Energy, Western is engaged in official business of the Federal Government in filing this petition for a declaratory order from the Commission that the modifications to its non-jurisdictional OATT, including the

LGIP, LGIA, SGIP and SGIA, continue to be an acceptable reciprocity tariff. Western is an agency of the United States and, therefore is exempt from filing fees.¹⁰

IV. EFFECTIVE DATE

Western requests that the revisions proposed in this filing become effective May 13, 2013.

V. SERVICE

Western shall place a notice on its OASIS that it is making this filing and will also make copies of this filing available for public inspection on its OASIS.

VI. COMMUNICATION

Western requests that all correspondence, pleadings, and other communications concerning this filing be served upon:

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Dates this 12th day of April, 2013

Respectfully submitted,

/s/

Ronald J. Klinefelter
Attorney
Office of General Counsel
Western Area Power Administration

¹⁰ 18 C.F.R. §§ 381.102(a), 381.108(a), and 381.302(c).