

**Western Area Power Administration (WAPA)
Resale of Transmission Rights Business Practice**

A Transmission Customer (Reseller) may sell, assign, or transfer all or portion of its transmission rights under its Service Agreement to another Eligible Customer (Assignee) subject to the terms and conditions of Section 23 of ~~Western~~WAPA's Open Access Transmission Tariff (OATT) and the specific procedures listed below. Such a "Resale" conveys scheduling rights associated with a reservation for Point-to-Point Transmission Service from a Reseller to an Assignee.

1. The Assignee must be an Eligible Customer as defined in Section 1.13 of ~~Western~~WAPA's OATT.
2. The Assignee will be subject to all terms and conditions of ~~Western~~WAPA's OATT including creditworthiness procedures in Attachment Q, applicable Business Practices, and applicable Rate Schedules.
3. All Resales must be posted on the applicable ~~Western~~WAPA regional Open Access Same-Time Information System (OASIS) site.
4. The Request Type of "Resale" must be used on all Resale transactions on OASIS.
5. A Resale shall retain all the same transmission service attributes, transmission service priority, and points of delivery and receipt of the Parent Reservation(s). For example, if one hour of a Monthly Firm reservation is resold, the Resale reservation shall be a Monthly Firm Resale reservation lasting one hour. Service arranged through a redirect on a non-firm basis (i.e. secondary service) cannot be resold.
6. A Resale must be in whole MWs and equal to or less than the granted capacity of the Parent Reservation(s), less any reductions (e.g. confirmed redirects, previous Resales, curtailments, or implemented schedules) to the capacity available for scheduling of that Parent Reservation(s).
7. A Resale must be in whole hours, beginning at the top of the hour, and within the start and stop time(s) of the Parent Reservation(s).
8. The Reseller shall have the right to aggregate multiple reservations into a single Resale provided that each reservation being aggregated is of exactly the same service attribute, priority, product and point of receipt/point of delivery; except for reservations subject to conditional curtailments. ~~Long-term Firm Point-to-Point reservations or any other~~

~~reservations subject to the terms of a conditional curtailment may not be aggregated to support a Resale.~~

9. All Resale requests on OASIS must include the price of the Resale, ~~and the price units shall always be \$/MW Hour reserved.~~ Compensation to ~~the Resellers~~ shall ~~not exceed the higher of (i) the original rate paid by the Reseller, (ii) the Transmission Provider's maximum rate on file at the time of the assignment, or (iii) the Reseller's opportunity cost capped at the Transmission Provider's cost of expansion~~ be at rates established by agreement between the Reseller and the Assignee, pursuant to the OATT. ~~The Reseller shall provide the applicable Western regional office with supporting documentation justifying the Reseller's opportunity cost if that option if utilized.~~
10. All Resale ~~r~~Requests ~~on OASIS~~ will require the applicable ~~Western~~WAPA regional prior approval. ~~(approve or disapprove)~~ WAPA will not deny any resales, reassignments, or transfers of transmission capacity based on the price negotiated between the Reseller and Assignee.
11. ~~Western~~WAPA will continue to invoice the Reseller (original customer) for the transmission service and ancillary service charges associated with their Parent Reservation(s). ~~Western~~WAPA will not invoice the Assignee, nor collect funds from the Assignee on behalf of the Reseller for these charges.
12. Losses are the responsibility of the Assignee (either in-kind or financial based upon WAPA regional requirements) and will be assigned to the Assignee pursuant to applicable ~~Western~~WAPA regional business practices. ~~Western~~WAPA will invoice the Assignee for financial losses, if required, to schedule energy transactions on the Resale reservation.
13. The Assignee has the right to redirect firm rights acquired through a Resale in accordance with ~~Western~~WAPA's OATT and applicable ~~Western~~WAPA regional business practices.
14. In the event that ~~Western~~WAPA must displace all or a portion of the Parent Reservation(s), while it is conditional, due to a higher priority competing transmission service request, ~~Western~~WAPA shall nullify any Resales that reference the displaced reservation as their Parent Reservation.
15. The Assignee must execute a Transmission Service Agreement (OATT Attachment A-1) with the applicable ~~Western~~WAPA regional office for any Long-term Firm (Yearly)

Resale (resale of all or a portion of the Parent Reservation for a duration equal to or greater than one year) prior to the date on which the Resale commences.

16. A Resale does not convey any rollover rights that ~~might~~ are still be available and remain ~~with~~ to the Parent Reservation(s).