

# WAPA JPA Comments Crosswalk

Summary of Customer Comments to WAPA’s 9/28/18 Draft and WAPA’s Modifications/Responses

WAPA Draft Section No.	Summary of Customer Comments	WAPA’s 10/16/2018 Draft Modification/Response
All Sections	<p>“Party” vs. “Participant” / “Customers” vs. “Contractors” / Remove “customers”</p> <p>Customer comments note:</p> <ul style="list-style-type: none"> <li>- The JPA should only be open to those who are taking long term firm transmission service on the P-DP/INT transmission systems of 1 year or longer through either a transmission service agreement or Firm Electric Service contract. To allow others to be a Party to the JPA adds a layer of complexity to a class of customers who likely do not have interest in JPA efforts.</li> <li>- “Customers” should be replaced with “PDP/INT Contractors”</li> <li>- Assuming a more exclusive eligibility among WAPA customers, the Exhibit A could be considered for aggregation into the body of the agreement. This would allow for the term “Participants” to replace “Parties”.</li> </ul>	<p>- As discussed at the meeting held on 7/11/18, WAPA’s version identified several categories of stakeholders:</p> <p>Party/Parties – Those that have executed the JPA including WAPA Contractor – An entity other than WAPA with one (1) or more contracts or agreements with WAPA who has chosen to be a Party to the JPA. Customer – WAPA and customers acknowledge that a stakeholder does not have to be a Party to the JPA to attend meetings or receive material described in the JPA. WAPA’s draft JPA used the term “customers” to acknowledge that a non-Party can participate in the JPA (except for voting described in Exhibit A). Participant - An eligible Contractor who has signed Exhibit A.</p> <p>- WAPA finds value in an inclusive and transparent approach available to all WAPA customers. WAPA’s draft provides maximum flexibility to stakeholders that might want to attend meetings or receive material described in the JPA but do not qualify or prefer not to execute the agreement. WAPA agrees this adds a minor layer of complexity to the JPA; however, it believes it is beneficial to retain access to all interested stakeholders.</p> <p>- WAPA would like to discuss this further with customers to ensure stakeholder references are understood and agreed upon.</p>
Term of Agreement Section 6.5	<p>Suggestion to replace WAPA’s ability to terminate from a threshold of less than 25% participation in three consecutive meetings to three consecutive 4<sup>th</sup> quarter TYP Prepayment Funding Meetings.</p>	<p>These provisions provide WAPA a reasonable option to terminate this agreement in the event sustained participation by Contractors is below an acceptable level. Under WAPA’s provisions, participation must fall below 25% at three consecutive meetings, presumably three quarters of extremely low Contractor participation. After the third meeting, WAPA has an option to provide 12 months advance written notice to terminate. This essentially constitutes a two year window of WAPA terminating the agreement. The suggestion of reverting to three consecutive 4<sup>th</sup> quarter meetings makes it three years before WAPA can provide a 12 month written notice to terminate. WAPA’s position is that three years of demonstrated low Contractor participation is too long. As a compromise, WAPA is willing to accept the option to</p>

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		provide notice after two consecutive 4 <sup>th</sup> quarter TYP Prepayment Funding Meetings. This still presents a substantial window of sustained low Contractor participation before WAPA has discretion to terminate the JPA.
Definitions Section 7	Suggested modifications were provided for various defined terms such as: AOA, Contractor, Contractor-funded Projects, Materials, Prepayments, 10-Year Plan, Unobligated Balances,	Comments were accepted on a case-by-case basis. Some modifications that expanded or clarified what a defined term might contain were accepted. Other suggestions described how a defined term might be used or concerned something other than a definition. Suggested edits that were not related to the definition of a term were not accepted. The added term of "Contractor-funded Projects" did not appear to be used in the agreement. WAPA seeks further clarification on the suggested addition of this defined term.
Exchange of Information Section 8	Re-order Section 8 to be 8.1 – RRADs, 8.2 – Budget Review, 8.3 – TYP	WAPA is not opposed to this alternative, but would like to discuss the changes to better understand them.
10-Year Plan Section 8.1 RRADs Section 8.2 Budget Review Section 8.3	Suggest the following: <ul style="list-style-type: none"> <li>- Define a more prescribed comment period and when WAPA's reply to comments will be provided.</li> <li>- Commit WAPA to posting all associated materials to DSW's website.</li> <li>- Input on RRADs prior to voting on TYP</li> </ul>	<ul style="list-style-type: none"> <li>- WAPA is not opposed to prescribing more definition to how long a customer has to submit comments to WAPA and/or when WAPA will reply to comments received. As suggested, the regiment shall include a comment period of 30 days after a meeting, with WAPA having 30 days after the end of the comment period to reply to comments.</li> <li>- WAPA is agreeable to posting pertinent materials to the DSW website. WAPA favors using the term "pertinent materials" in lieu of "all materials" considering that the term "materials" is considerably expansive. Pertinent materials will include presentations, summaries, reports, etc. suitable for JPA meetings and/or public dissemination.</li> <li>- As previously described, RRADs, TYP, and Budget materials are made available in a timely fashion, however, the order in which RRADs information is known is typically not consistent or complimentary with the prepayment voting process. RRADs information will continue to be shared in a timely fashion.</li> </ul>
Attachments Section 16	Changes to attachments should be agreed upon by a majority of Participants unless the revised attachment is mandated by statute or to meet NERC/WECC reliability violations.	As discussed at the 7/11/18 and 8/27/18 JPA meetings, WAPA has moved the more material elements of the attachments to the body of the agreement, in particular the definitions. This leaves the attachments to document details such as meeting regiments. WAPA must maintain the ability to prescribe meeting dates or schedules to

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		facilitate its processes. Since material elements have been moved to the body of the agreement, WAPA does not find it reasonable to institute a process to update attachments that document processes that are inherently WAPA's to manage.
Exhibit A Section 2.2	Future eligible Contractors may participate by designating an Authorized Representative and having that Authorized Representative execute the Agreement and Exhibit A.	WAPA would like to discuss further. Entities may designate an Authorized Representative other than their employees to execute the JPA or Exhibit A. It may not be appropriate for such an Authorized Representative to execute these agreements.
Exhibit A Section 3.2	Regarding WAPA seeking Participant approval to fund Construction Projects identified in the TYP and the design of such Construction Projects with Prepayments: suggested change from "may" to "will".	It is anticipated that WAPA will not seek to use prepayments for some Construction Projects included in the TYP. The inclusion of these types of projects in the TYP are for awareness, information sharing, and collaboration. For example, a vote on the use of prepayments for a network upgrade project cannot be required prior to proceeding with the project.
Exhibit A Section 3.3	Suggested to revert criteria to a previous JPA version.	WAPA has considered the prior versions of this language including the original JPA, CTC draft, and comments received to date. WAPA remains open to including criteria that provides reasonable guidelines that serve the interest of its customers.
Attachments 1-3	Added prescribed comment and response timeframes.	WAPA is incorporating prescribed comment and response timeframes in Section 8 of the agreement rather than the attachments.
Attachment 1 TYP Process & Schedule	Suggested to add a section on seed funding and pivot intent and schedule.	Further discussion is needed to better understand this suggestion.
Attachment 3 Section 1.2.2 & 2.2.2	Separate out General & Administrative from O&M	Further discussion is needed to better understand this suggestion.