

**AGREEMENT BETWEEN  
NORTHEAST POWER COORDINATING COUNCIL, INC. and  
WESTERN ELECTRICITY COORDINATING COUNCIL  
CONCERNING COMPLIANCE MONITORING AND ENFORCEMENT  
OF WECC REGISTERED FUNCTIONS**

THIS AGREEMENT (“Agreement”) made effective as of January 1, 2012 (the “Effective Date”), is between the Northeast Power Coordinating Council, Inc. (“NPCC”), an organization established to develop and enforce Reliability Standards, and Western Electricity Coordinating Council (“WECC”), an organization established to develop and enforce Reliability Standards within the geographic boundaries identified in **Exhibit A** to this Agreement (the portion of such geographic boundaries lying within the United States is referred to herein as the “WECC Region”), and for other purposes. NPCC and WECC may be individually referred to herein as a “Party” or collectively as “Parties.”

**RECITALS**

I. WECC currently performs the Reliability Coordinator (“RC”) function (as “Reliability Coordinator” is defined in the North American Electric Reliability Corporation (“NERC”) *Glossary of Terms Used in Reliability Standards*) for the WECC Region, and is registered on the NERC *Compliance Registry* as the RC for the WECC Region. WECC also performs the Interchange Authority (“IA”) function (as “Interchange Authority” is defined in the NERC *Glossary of Terms Used in Reliability Standards*), and is registered on the NERC *Compliance Registry*, for all Balancing Authority (“BA”) Areas in the WECC Region listed in **Exhibit B** to this Agreement, as may be revised from time to time. In this Agreement, the RC function for the WECC Region and the IA function for the BA Areas for which WECC is the registered IA are sometimes referred to as the “WECC Registered Functions,” and WECC is referred to as the “Registered Entity” with respect to its performance of the WECC Registered Functions.

II. NPCC is a party to a certain “Amended and Restated Delegation Agreement Between the North American Electric Reliability Corporation and Northeast Power Coordinating Council, Inc.” (the “NERC-NPCC Delegation Agreement”), which has been approved by the Commission and which states in Section 6 thereof, in pertinent part, that NPCC shall enforce Reliability Standards (including Regional Reliability Standards) through a compliance enforcement program set forth in Exhibit D to the NERC-NPCC Delegation Agreement.

III. WECC is a party to a certain “Amended and Restated Delegation Agreement Between the North American Electric Reliability Corporation and Western Electricity Coordinating Council” (the “NERC-WECC Delegation Agreement”), which has been approved by the Commission and which states in Section 6 thereof, in pertinent part, that WECC shall enforce Reliability Standards (including Regional Reliability Standards) within the WECC Region through a compliance enforcement program set forth in Exhibit D to the NERC-WECC Delegation Agreement.

IV. Notwithstanding the provisions of Section 6 of the NERC-WECC Delegation Agreement, the Commission has ruled that WECC’s responsibility to enforce Reliability Standards applicable to WECC Registered Functions provides insufficient separation of functions, may result in a lack of independence in compliance monitoring and enforcement for WECC Registered Functions, and presents a deficiency in compliance monitoring and enforcement that should be remedied. The Commission therefore directed that WECC arrange for NERC, another Regional Entity or a third party, rather than WECC, to be responsible for enforcing Reliability Standards applicable to the WECC Registered Functions.

V. In light of the Commission’s directive, NERC and WECC entered into an “AGREEMENT BETWEEN NORTH AMERICAN ELECTRIC RELIABILITY CORPORATION and WESTERN ELECTRICITY COORDINATING COUNCIL CONCERNING COMPLIANCE MONITORING AND ENFORCEMENT FOR WECC REGISTERED FUNCTIONS” whereby NERC assumed responsibility as the Compliance Enforcement Authority (“CEA”) with respect to

the WECC Registered Functions (the "NERC-WECC CEA Agreement"). The Commission approved the NERC-WECC CEA Agreement by Letter Order issued February 17, 2009.

VI. NPCC and WECC agree, subject to approval by NERC and by the Commission, that, contemporaneously with the termination of the NERC-WECC CEA Agreement, NPCC should assume responsibility for the Compliance Monitoring and Enforcement Program ("CMEP") with respect to the WECC Registered Functions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties, intending to be bound, agree as follows:

**1. Responsibilities of NPCC.**

(a) Beginning on the Effective Date, NPCC will perform all responsibilities of the CEA as specified in the NERC CMEP, Appendix 4C to the NERC Rules of Procedure ("ROP"), as amended from time to time (the "NERC CMEP"), with respect to the WECC Registered Functions.

(b) Without limiting the scope of NPCC's responsibilities as stated in Subsection 1(a), NPCC agrees to perform the following activities:

(1) Administer all compliance processes in Section 3.0 of the NERC CMEP with respect to the WECC Registered Functions, in accordance with the NERC Annual CMEP Implementation Plan required by Section 4.1 of the NERC CMEP for each year. If at any time, WECC's registration status changes, NPCC will monitor the Registered Functions for which WECC is registered at that time.

(2) Lead all compliance audits and compliance investigations of the WECC Registered Functions.

(i) NPCC shall conduct a scheduled compliance audit of the WECC Registered Functions in accordance with the frequency established by NERC. As WECC is currently registered, NPCC will audit the WECC RC function at least once

every three (3) years and shall conduct a scheduled compliance audit of the WECC IA function at least once every six (6) years.

(ii) Scheduled compliance audits of the WECC Registered Functions shall include all actively-monitored standards in accordance with the NERC Annual CMEP Implementation Plan.

(iii) As required by the NERC ROP, all compliance audits of the WECC RC function shall be conducted on site. Such audits will be conducted at the WECC RC Center (RCC) in Vancouver, Washington. However, upon timely notice as specified in the NERC CMEP, site visits may also be conducted at the WECC RCC in Loveland, Colorado. Spot checks or other compliance monitoring methods may be completed off site.

(iv) The Parties anticipate compliance audits of the WECC IA function will be conducted off-site. However, NPCC reserves the right to conduct compliance monitoring activities of the WECC IA function on-site as it deems necessary and in accordance with the CMEP.

(3) Determine if notices of alleged violations and proposed penalties or sanctions should be issued with respect to a WECC Registered Function, and calculate or determine any proposed penalties or sanctions in accordance with the NERC *Sanction Guidelines*.

(4) Administer processes as specified in Section 5.0 of the NERC CMEP with respect to any notices of alleged violations and proposed penalties or sanctions issued with respect to the WECC Registered Functions including, but not limited to conducting settlement negotiations for any such alleged violations.

(5) Review and approve proposed Mitigation Plans submitted with respect to a WECC Registered Function, and monitor implementation and completion of approved Mitigation Plans, in accordance with Section 6.0 of the NERC CMEP.

(6) Determine if Remedial Action Directives should be issued with respect to a WECC Registered Function, and issue such Remedial Action Directives if determined to be necessary, in accordance with Section 7.0 of the NERC CMEP.

(7) Conduct settlement negotiations for any violations of Reliability Standards discovered by NPCC per this agreement, if requested by WECC, in accordance with Section 5.6 of the NERC CMEP.

(8) Provide due process hearings with respect to notices of alleged violations, proposed penalties and sanctions, disputed Mitigation Plans, and disputed Remedial Action Directives with respect to a WECC Registered Function, as requested by WECC, in accordance with Attachment 2, Hearing Procedures, to the NERC CMEP.

(c) Compliance audit teams, compliance investigation teams, and review teams for self-certifications, spot check responses, periodic data submittals, self-reports, exception reports and complaints submitted with respect to, or relating to, a WECC Registered Function shall not include any employees of WECC, but may include employees of other Regional Entities, NERC and Commission staff members. Provided, that in accordance with Section 2(c) of this Agreement, NPCC may request and obtain technical advice and assistance from WECC employees, acting in a consulting or advisory capacity, who are not employed in a WECC Registered Function or performing activities in support of a WECC Registered Function.

## **2. Responsibilities of WECC.**

(a) WECC shall establish and designate to NPCC a primary compliance contact for each WECC Registered Function, in accordance with Section 2.0 of the NERC CMEP.

(b) WECC shall timely respond to and comply with all notices, requests for information and schedules issued by NPCC as the CEA for the WECC Registered Functions pursuant to the NERC CMEP.

(c) WECC, acting in its delegated role as a Regional Entity, shall provide subject-matter experts (“SME”) as requested by NPCC to provide technical advice and assistance to NPCC, in NPCC’s discretion, in carrying out the CMEP with respect to the WECC Registered Functions. A SME provided by WECC may be an employee of WECC or an industry volunteer, provided that no SME provided by WECC may be employed by WECC in a WECC Registered Function or performing activities in support of a WECC Registered Function. The Parties agree that SMEs provided by WECC shall only be used by NPCC in a consulting or advisory capacity to provide expertise and advice on technical matters pertaining to the WECC Registered Functions, shall have no decision-making responsibilities with respect to any compliance processes or compliance enforcement matters, and shall not be a member of any compliance audit team, compliance investigation team, or review team for self-certifications, spot check responses, periodic data submittals, self-reports, exception reports or complaints submitted by or relating to a WECC Registered Function.

(d) WECC shall reimburse NPCC the actual, reasonable costs of NPCC’s performance of the CMEP with respect to the WECC Registered Functions, including an appropriate allocation of NPCC’s General and Administrative costs, in accordance with Section 6 of this Agreement.

(e) Except as provided in this Agreement, WECC, acting in its delegated role as a Regional Entity, shall continue to perform all CMEP responsibilities in the WECC Region in accordance with the NERC-WECC Delegation Agreement.

**3. Disposition of Penalties Paid by WECC with respect to a WECC Registered Function.**

In accordance with Section 9(j), and Section 5 of Exhibit E, of the NERC-WECC Delegation Agreement, any penalties to be paid by WECC for violations of Reliability Standards by a WECC Registered Function, shall be transmitted to NERC, to be used by NERC as a general offset to NERC’s budget for its activities as the Electric Reliability Organization under

the Federal Power Act for the following year, in accordance with the *NERC Accounting, Financial Statement and Budgetary Treatment of Penalties Imposed and Received for Violations of Reliability Standards*.

**4. Transfer of Responsibilities for CMEP Activities With Respect To WECC Registered Functions That Are In Progress on the Effective Date.**

(a) Upon the Effective Date, the NERC-WECC CEA Agreement shall be terminated pursuant to a separate termination agreement between NERC and WECC; provided that any obligations of WECC under the NERC-WECC CEA Agreement that have not been completed as of the Effective Date shall survive the termination of the NERC-WECC CEA Agreement and shall be timely completed by WECC in accordance with the terms of the NERC-WECC CEA Agreement.

(b) Upon the Effective Date, responsibility for being the CEA with respect to the WECC Registered Functions shall be transferred to and assumed by NPCC.

(c) Upon the Effective Date, NPCC shall assume full responsibility, as the CEA, for completion of all compliance processes with respect to the WECC Registered Functions that are in progress as of the Effective Date, including without limiting the foregoing, (i) completion and issuance of reports of compliance audits and compliance investigations of the WECC Registered Functions, (ii) completion of review of, and issuance of any findings or reports concerning, any self-certifications, spot-checks, periodic data submittals, self-reports, exception reports or complaints, submitted with respect to, or pertaining to, a WECC Registered Function, (iii) determination of whether any notice of alleged violations and/or proposed penalties or sanctions should be issued with respect to a WECC Registered Function as a result of any such compliance processes, (iv) processing of any notices of alleged violations and/or proposed penalties or sanctions that were issued before the Effective Date, or are issued after the Effective Date as the result of compliance processes conducted before the Effective Date, and (v) review, approval and monitoring of implementation and completion of any Mitigation Plans

required with respect to a WECC Registered Function as the result of compliance processes conducted before the Effective Date.

**5. Revisions to Exhibit B to this Agreement**

(a) If WECC becomes registered on the NERC *Compliance Registry* as the IA for a BA Area not listed on **Exhibit B** to this Agreement, the Parties shall revise **Exhibit B** to add the BA Area for which WECC has become the Registered Entity for the IA function.

(b) If WECC ceases to be registered on the NERC *Compliance Registry* as the IA for a BA Area, the Parties shall revise **Exhibit B** to delete the BA Area for which WECC has ceased to be the Registered Entity for the IA function.

**6. Compensation to NPCC for Performance of CMEP With Respect to the WECC Registered Functions.**

(a) Compensation through December 31, 2012.

For the period from the Effective Date of this Agreement through December 31, 2012, NPCC shall invoice WECC the amount of \$18,000.00 per quarter (pro-rated for any partial quarter) on or about the first day of each calendar quarter. The first invoice shall also include the amount for the partial quarter, if any, between the Effective Date and the date of the first invoice. WECC shall remit to NPCC the amount of each invoice by check or electronic funds transfer to NPCC within twenty (20) business days following the date of each invoice.

(b) Compensation for Years Subsequent to 2012.

(i) In its annual Business Plans and Budgets submitted to NERC and the Commission for the year 2013 and subsequent years within the term of this Agreement, NPCC shall identify a portion of its CMEP budget, including an appropriate allocation of NPCC's General and Administrative Costs (the "WECC Registered Functions CMEP Budget"), that is attributable to the performance of the CMEP with respect to the WECC Registered Functions. NPCC's allocation of resources to the performance of its



obligations under this Agreement and the corresponding budgeted amount shall be subject to approval by NERC and by the Commission as part of their overall approval of NPCC's business plan and budget. The amount of NPCC's proposed WECC Registered Functions CMEP Budget shall also be included in WECC's business plan and budget that is submitted to NERC and to the Commission for approval. The amount of the WECC Registered Functions CMEP Budget for each year, as approved by the Commission, (i) shall be excluded from the calculation of NPCC's assessments to Load Serving Entities ("LSEs") in the NPCC Region for each such year, and (ii) shall be included in the calculation of WECC's assessments to LSEs in the WECC Region for each such year. NPCC shall invoice WECC for the amount of the WECC Registered Functions CMEP Budget in four equal quarterly amounts during each year, with the invoices to be issued by NPCC to WECC on or about January 1, April 1, July 1 and October 1 and to be paid by WECC by check or electronic funds transfer to NPCC within twenty (20) business days following the date of the invoice.

(c) Reconciliation of Costs.

No later than ninety (90) days after the end of a budget-year, NPCC shall provide to WECC a statement of actual expenses incurred by NPCC in the fulfillment of NPCC's responsibilities under this agreement for that budget-year. The statement shall disclose the actual costs of labor, travel and meetings, and all other direct costs, as well as NPCC's allocation of its actual General and Administrative Costs. The statement shall summarize the reasons for any variances as compared to the budget amount. NPCC shall provide supporting documentation for the final statement upon request by WECC. The total variance for the concluded budget year shall be incorporated as a compensating adjustment in both the NPCC and WECC budgets in the second year following the budget-year and, as approved by NERC and the Commission, reflected in

the quarterly invoices from NPCC to WECC and quarterly payments by WECC to NPCC in such year.

(d) Supplemental Invoice.

If during any budget-year, including 2012, the actual cost of performing NPCC's responsibilities under this agreement exceeds the budgeted funding by more than ten (10) percent (for example as may be necessitated by the conduct of a compliance investigation or hearing), NPCC shall have the right to issue supplemental invoices to WECC to recover in full all actual costs incurred above the budgeted funding. Upon receipt of such a supplemental invoice, WECC shall pay the full amount of the invoice by check or electronic funds transfer to NPCC within sixty (60) days.

**7. Term and Termination.**

(a) Initial Term. The Initial Term of this Agreement shall be from the Effective Date of this Agreement to December 31, 2014.

(b) Renewal Terms. This Agreement shall not automatically renew at the end of the Initial Term without the express approval of NERC and the Commission. If either NPCC or WECC does not plan to seek approval for renewal of the agreement, that Party must give written notice to the other Party at least one (1) year prior to the end of the Initial Term. In the event NPCC and WECC intend to renew the Agreement, they shall make a joint filing to NERC not later than April 1, 2014 requesting approval of the renewal. In the event of termination of the Agreement, NPCC will work with WECC and NERC to transfer responsibility for any compliance activities in progress to the entity that will be the CEA for the WECC Registered Functions.

(c) Early Termination. Notwithstanding the provisions of subsections 7(a) and 7(b), Early Termination of this Agreement shall occur in the following events:

(i) If either NPCC or WECC ceases to be a Regional Entity, this Agreement shall terminate as of the end of the calendar year that NPCC or WECC ceases to be a Regional Entity.

(ii) If WECC ceases to be the Registered Entity for both the RC function and the IA function in the WECC Region, this Agreement shall terminate as of the last date that WECC ceases to be a Registered Entity for the RC function or the IA function.

(iii) If WECC ceases to be the Registered Entity for either the RC or the IA function but remains the Registered Entity for the other function, the Parties will amend this Agreement accordingly.

(iii) If both Parties agree in writing to terminate this Agreement at any time.

(iv) If any provision of this Agreement, or the application thereof to any person, entity or circumstance, is held by a court or regulatory authority of competent jurisdiction to be invalid, void, or unenforceable, or if a modification or condition to this Agreement is imposed by the Commission, the Parties shall endeavor in good faith to negotiate such amendment or amendments to this Agreement as will restore the relative benefits and obligations of the signatories under this Agreement immediately prior to such holding, modification or condition. If any Party finds such holding, modification or condition unacceptable and the Parties are unable to renegotiate a mutually acceptable resolution, said Party may unilaterally terminate this Agreement. Such termination shall be effective as of one year following written notice provided by said Party to the other Party, or at such other time as may be mutually agreed by NERC, NPCC and WECC.

(v) Provided, that in the event of the termination of this Agreement, NPCC will transfer responsibility for completion of all compliance processes that are in progress as of the date of Early Termination, or within a reasonable time after as mutually agreed to by the Parties, to the entity that will be the CEA for the WECC Registered Functions.

(d) In the event of termination, the costs associated with the wind-down of this Agreement and transfer of any compliance processes in progress to the new CEA are payable by WECC to NPCC in accordance with Section 6 of this Agreement.

## **8. Geographic Scope of Agreement**

This Agreement, and the responsibilities of the Parties hereunder, is effective and binding only within the portion of the geographic boundaries of WECC shown in **Exhibit A** that is within the United States with respect to the WECC RC and those Balancing Authority areas within the United States listed in **Exhibit B** with respect to the WECC IA.

## **9. Representations of the Parties.**

(a) Representations of WECC. WECC represents and warrants that (i) WECC is and shall remain during the term of this Agreement validly existing and in good standing pursuant to all applicable laws relative to this Agreement, (ii) no applicable law, contract or other legal obligation prevents WECC from executing this Agreement and fulfilling its obligations hereunder, (iii) entry in to this Agreement by WECC is duly authorized under its governing corporate documents, and (iv) the person or persons executing this Agreement on behalf of WECC are duly authorized to do so.

(b) Representations of NPCC. NPCC represents and warrants (i) NPCC is and shall remain during the term of this Agreement validly existing and in good standing pursuant to all applicable laws relative to this Agreement, (ii) no applicable law, contract or other legal obligation prevents NPCC from executing this Agreement and fulfilling its obligations hereunder, (iii) entry in to this Agreement by NPCC is duly authorized under its governing corporate documents, and (iv) the person or persons executing this Agreement on behalf of NPCC are duly authorized to do so.

## **10. Limitation of Liability.**

NPCC and WECC agree not to sue one another or their directors, officers, employees, and persons serving on their committees and subgroups based on any act or omission of any of the foregoing in the performance of duties pursuant to this Agreement or in conducting activities under the authority of Section 215 of the Act, other than seeking a review of such action or

inaction by the Commission. NPCC and WECC shall not be liable to one another for any damages whatsoever, other than for non-payment of or failure to recommit compensation due pursuant to Section 6 of this Agreement, including without limitation, direct, indirect, incidental, special, multiple, consequential (including attorneys' fees and litigation costs), exemplary, or punitive damages arising out of or resulting from any act or omission associated with the performance of NPCC's or WECC's responsibilities under this Agreement or in conducting activities under the authority of Section 215 of the Act, except to the extent that NPCC or WECC is found liable for gross negligence or intentional misconduct, in which case NPCC or WECC shall not be liable for any indirect, incidental, special, multiple, consequential (including without limitation attorneys' fees and litigation costs), exemplary, or punitive damages.

**11. No Third Party Beneficiaries.**

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party.

**12. Confidentiality.**

During the course of the Parties' performance under this Agreement, a Party may receive Confidential Information, as defined in Section 1500 of the NERC ROP. Except as set forth herein, the Parties agree to keep in confidence and not to copy, disclose, or distribute any Confidential Information or any part thereof, without the prior written permission of the issuing Party, unless disclosure is required by subpoena, law, or other directive of a court, administrative agency, or arbitration panel, in which event the recipient hereby agrees to provide the Party that provided the Confidential Information with prompt notice of such request or requirement in order to enable such issuing Party to (a) seek an appropriate protective order or other remedy, (b) consult with the recipient with respect to taking steps to resist or narrow the scope of such request or legal process, or (c) waive compliance, in whole or in part, with the terms of this Section 12. In the event a protective order or other remedy is not obtained or the

issuing Party waives compliance with the provisions, the recipient agrees to furnish only that portion of the Confidential Information which the recipient's counsel advises is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. In addition, each Party shall ensure that its officers, trustees, directors, employees, subcontractors and subcontractors' employees, and agents to whom Confidential Information is exposed are under obligations of confidentiality that are at least as restrictive as those contained herein. This confidentiality provision does not prohibit reporting and disclosure by NPCC, as the CEA with respect to the WECC Registered Functions, in accordance with Section 8.0 and other provisions of the NERC CMEP.

**13. Amendment.**

Neither this Agreement nor any of the terms hereof, may be amended unless such amendment is made in writing, signed by the Parties, and approved by the Commission.

**14. Dispute Resolution.**

In the event a dispute arises under this Agreement between the Parties, representatives of the Parties with authority to settle the dispute shall meet and confer in good faith in an effort to resolve the dispute in a timely manner. In the event the designated representatives are unable to resolve the dispute within thirty (30) days or such other period as the Parties may agree upon, each Party shall have all rights to pursue all remedies, except as expressly limited by the terms of this Agreement. No Party shall have the right to pursue other remedies until the Dispute Resolution procedures of this Section 14 have been exhausted. This Section 14 shall not apply to enforcement actions or Remedial Action Directives by NPCC, as the CEA, against a WECC Registered Function, or hearings conducted at the request of WECC as the Registered Entity for a WECC Registered Function, pursuant to the NERC CMEP.

**15. Notices.**

Whether expressly so stated or not, all notices, demands, requests, and other communications required or permitted by or provided for in this Agreement shall be given in writing to a Party at the address set forth below, or at such other address as a Party shall designate for itself in writing in accordance with this Section, and shall be delivered by hand or reputable overnight courier:

If to NPCC:	If	to WECC:
Northeast Power Coordinating Council 1040 Avenue of the Americas 10 <sup>th</sup> Floor Suite New York, NY 10018 Attn: Edward A. Schwerdt Facsimile: 212 302-2782		Western Electricity Coordinating Council 155 North 400 West 200 Salt Lake City, UT 84103 Attn: General Counsel Facsimile: 801-582-6899

Provided, that the foregoing notice provision shall not be applicable to notices and other communications between NPCC, as the CEA, and WECC as the Registered Entity for a WECC Registered Function, which notices and other communications shall instead be provided or transmitted in accordance with the NERC CMEP.

**16. Governing Law.**

When not in conflict with or preempted by federal law, this Agreement will be governed by and construed in accordance with the laws of Delaware without giving effect to the conflict of law principles thereof. The Parties recognize and agree not to contest the exclusive or primary jurisdiction of the Commission to interpret and apply this Agreement; provided however, that if the Commission declines to exercise or is precluded from exercising jurisdiction of any action arising out of or concerning this Agreement, such action shall be brought in any state or federal court of competent jurisdiction in Delaware. All Parties hereby consent to the jurisdiction of any state or federal court of competent jurisdiction in Delaware for the purpose of hearing and determining any action not heard and determined by the Commission.

**17. Headings.**

The headings and captions in this Agreement are for convenience of reference only and shall not define, limit, or otherwise affect any of the terms or provisions hereof.

**18. Entire Agreement.**

This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement.

**19. Execution of Counterparts.**

This Agreement may be executed in counterparts and each counterpart shall have the same force and effect as the original.

**NOW, THEREFORE,** the Parties have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the Effective Date.

NORTHEAST POWER COORDINATING  
COUNCIL, INC.

By: 

Name: Edward A. Schwerdt

Title: President and CEO

Date: 1/16/12

WESTERN ELECTRICITY  
COORDINATING COUNCIL

By: 

Name: Mark W. Maher

Title: Chief Executive Officer

Date: 1/17/12



## **EXHIBIT A**

WECC's physical boundaries coincide with the boundaries of the Western Interconnection. The Western Interconnection consists of the synchronously operated electric transmission grid in the western part of North America, which includes parts of Montana, Nebraska, New Mexico, South Dakota, Texas, Wyoming, and Mexico and all of Arizona, California, Colorado, Idaho, Nevada, Oregon, Utah, Washington and the Canadian Provinces of British Columbia and Alberta. The WECC region encompasses approximately 1.8 million square miles.

WECC's northern border runs along the northern border of British Columbia and Alberta. The western border extends along the western coast of North America from British Columbia into northern Baja California, Mexico. The southern border traverses northern Baja and extends along the southern United States border to Texas. The eastern border bisects North America from Alberta, Canada through the states of Montana, South Dakota, Wyoming, Nebraska, Texas and New Mexico to the southern United States border.

## EXHIBIT B

Balancing Authority Areas in the WECC Region for which WECC is the Registered Entity on the NERC *Compliance Registry* for the Interchange Authority function:

Arizona Public Service Company
Avista Corporation
Bonneville Power Administration
Balancing Authority of Northern California
California Independent System Operator
City of Tacoma, Department of Public Utilities, Light Division
Dynegy Arlington Valley, LLC - DEAA
El Paso Electric Company
Gila River Power, LP – BA
Griffith Energy
Idaho Power Company
Imperial Irrigation District
Los Angeles Department of Water and Power
NaturEner Glacier Wind Energy 1, LLC
Nevada Power Company
New Harquahala Generating Company, LLC - HGBA
NorthWestern Corporation
Pacificorp East
Pacificorp West
Portland General Electric
Public Service Company of Colorado (PSCo)
Public Service Company of New Mexico
Public Utility District No. 1 of Chelan County
Public Utility District No. 2 of Grant County, Washington
PUD No. 1 of Douglas County
Puget Sound Energy
Salt River Project Agricultural Improvement and Power District
Seattle City Light
Sierra Pacific Power Company
Tucson Electric Power
Turlock Irrigation District
Western Area Power Administration - Desert Southwest Region
Western Area Power Administration - Rocky Mountain Region
Western Area Power Administration - Upper Great Plains Region