**Reservation of Rights:** *All draft Provider of Choice (POC) contract language presented by BPA for discussion is subject to ongoing review and revision. Prior to finalizing the POC contract templates, BPA will publish complete contract templates for public review and comment. BPA acknowledges that failure to offer edits or comments on this document does not preclude a stakeholder from offering edits or comments during the formal public review.*

**Summary of Changes**

The following redlines show the proposed Exhibit C Block and Slice/Block provisions for JOE customers.

**For all JOE Block Products BPA shall:**

* First, calculate Net Requirement and Block Product elements for each Member of a JOE.
* For the different product options, BPA shall have different calculations that apply at the JOE Level and the member level for the following Block product options.
* BPA, when appropriate, will add each JOE Member’s outputs into a JOE level aggregate BWSC product elements.

**Block Products, (flat annual, flat monthly and diurnal):**

* Member Level Calculations -
	+ Attributable Portion of Annual Tier 1 Block (aMW)
	+ Monthly Block Shaping Factors (if applicable)
	+ Attributable Portion of Tier 1 Monthly Block Amounts (MW/hr)
* JOE Aggregate Level Calculations -
	+ Annual Tier 1 Block (aMW)
	+ Tier 1 Monthly Block Amounts (MW/hr)

**Block with Shaping Capacity Products:**

* Member Level Calculations -
	+ Peak Net Requirement (MW)
	+ Attributable Portion of Tier 1 Monthly Block Amounts (MW/hr)
	+ Attributable Portion of Monthly Ramp Rate (MW)
* JOE Aggregate Level Calculations -
	+ Monthly Shaping Capacity Amounts (MW)
	+ Maximum and Minimum Hourly Energy Amounts (MW/hr)
	+ Monthly Ramp Rate (MW)

**PLVS portion of the BWSC at PNR with PLVS Product:**

* Member Level Calculations -
	+ - P50 and P10 Peak Net Requirement (MW)
* JOE Aggregate Level Calculations -
	+ - P50 and P10 Peak Net Requirement (MW)
		- Annual PLVS Pool (MWh)
		- Daily Energy Limit During a PLVS Event (MWh)
		- There will be one election per JOE for the PLVS Event Availability and the number of PLVS Events a JOE receives may increase based on its Membership’s peaking characteristics.

Exhibit also includes JOE aggregate-level calculations which include the Monthly Shaping Capacity Amounts (MW), the Maximum and Minimum Hourly Energy Amounts (MW/hr and the Monthly Ramp Rate (MW).

Please note that the language below does not show *all* of Exhibit C. What is shown below are the JOE options of Exhibit C, with redlines representing how the JOE provisions differ from the non-JOE provisions.

**Related Definitions**

2.«#» “Joint Operating Entity” or “JOE”*(03/12/25 Version)* means an entity that meets the requirements of Section 5(b)(7) of the Northwest Power Act, 16 U.S.C. § 839c(b)(7).***[LF, SL, BL]***

*Drafter’s Note: Include the following for customers that are JOEs.*

2.«#» “JOE Member” or “Member” means a public body or cooperative that purchases or will purchase electric power from a JOE pursuant to Section 5(b)(7) of the Northwest Power Act and that has (1) signed a Preservation of Certain Rights and Obligations Agreement, or its successor, with BPA, or (2) assigned its CHWM Contract to a JOE.***[LF, SL, BL]***

*End Option*

*Drafter’s Note: Include the following only if customer chooses Flat Monthly Block with PNR Shaping Capacity with PLVS.*

2.«#» “P10 Peak TRL”*(03/12/25 Version)* shall have the meaning as defined in section 1.4.8.1 of Exhibit C.***[BL]***

*End Option*

2.«#» “Peak Load Variance Service” or “PLVS”*(03/12/25 Version)* means a resource-capacity planning-based service for instances when planned load exceeds expected load forecast values.***[LF, SL, BL]***

2.«#» “Peak Net Requirement” or “PNR”*(03/12/25 Version)* shall have the meaning as described in section 1 of Exhibit C.***[BL]***

*Drafter’s Note: Include the following only if customer chooses Flat Monthly Block with PNR Shaping Capacity or Flat Monthly Block with PNR Shaping Capacity with PLVS.*

2.«#» “Peak TRL”*(03/12/25 Version)* shall have the meaning as defined in section 1.4.1 of Exhibit C.***[BL]***

*End Option*

2.«#» “Planned NLSL”*(03/12/25 Version)* means the load at a facility that BPA and a customer have agreed, pursuant to the provisions of Section V.B. of BPA’s NLSL Policy, is expected to become an NLSL during the facility’s next consecutive 12‑month monitoring period.***[LF, SL, BL]***

2.«#» “Planned Transmission Outage”*(03/12/25 Version)* shall have the meaning as defined in section 1 of Exhibit F.***[LF]***

*Drafter’s Note: Include the following only for customers that choose Flat Monthly Block with PNR Shaping Capacity with PLVS.*

2.«#» “PLVS Daily Limit”*(03/12/25 Version)* shall have the meaning as defined in section 1.4.8.1 of Exhibit C.***[BL]***

*End Option*

*Drafter’s Note: Include the following only for customers that choose Flat Monthly Block with PNR Shaping Capacity with PLVS.*

2.«#» “PLVS Energy”*(03/12/25 Version)* shall have the meaning as defined in section 1.4.8.1 of Exhibit C.***[BL]***

*End Option*

*Drafter’s Note: Include the following only for customers that choose Flat Monthly Block with PNR Shaping Capacity with PLVS.*

2.«#» “PLVS Event”*(03/12/25 Version)* shall have the meaning as defined in section 1.4.8.1 of Exhibit C.***[BL]***

*End Option*

*Drafter’s Note: Include the following only for customers that choose Flat Monthly Block with PNR Shaping Capacity with PLVS.*

2.«#» “PLVS Event Availability”*(03/12/25 Version)* means the period of months in which a qualifying customer may notify BPA of a PLVS Event, generally available and offered as summer months, winter months, or annually as specified in section 1.4.8.2 of Exhibit C.***[BL]***

*End Option*

*Drafter’s Note: Include the following only for customers that choose Flat Monthly Block with PNR Shaping Capacity with PLVS.*

2.«#» “PLVS Pool”*(03/12/25 Version)* shall have the meaning as defined in section 1.4.8.1 of Exhibit C.***[BL]***

*End Option*

Exhibit C*(03/12/25 Version)*
PURCHASE OBLIGATIONS

*Include in* ***LOAD FOLLOWING*** *template:*

**1. FIRM REQUIREMENTS POWER AT TIER 1 RATES**

The portion of «Customer Name»’s purchase obligation that is priced at Tier 1 Rates is established in section 8.1(1) of the body of this Agreement.

*End* ***LOAD FOLLOWING*** *template.*

*Include in* ***BLOCK*** *template:*

*Option 2: Include the following for customers that are JOEs.*

**1. FIRM REQUIREMENTS POWER AT TIER 1 RATES**

1.1 **Block Power - Annual Average Amount**

BPA will determine the annual average amount of Firm Requirements Power priced at Tier 1 Rates available to «Customer Name» by taking the lesser of (1) each «Customer Name» Member’s CHWM, or (2) each Member’s attributed portion of «Customer Name»’s Net Requirement forecast stated in section 1.2 of Exhibit A, then (3) summing such lesser numbers. By March 31 concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall fill in the table below with such amounts, rounded to three decimal places, for the upcoming Fiscal Year.

*Drafter’s Note: Leave table blank at contract signing.*

|  |
| --- |
| **«Customer Name» Annual Tier 1 Block Amounts** |
| **Fiscal Year** | **Annual Tier 1 Block Amount (aMW)** |
|
| 2029 |   |
| 2030 |   |
| 2031 |   |
| 2032 |   |
| 2033 |   |
| 2034 |   |
| 2035 |   |
| 2036 |   |
| 2037 |   |
| 2038 |   |
| 2039 |   |
| 2040 |   |
| 2041 |   |
| 2042 |   |
| 2043 |   |
| 2044 |  |
| Note: All amounts will be shown as aMW and rounded to three decimal places  |

*Option 1: Include the following if customer chooses an Annual Flat Tier 1 Block.*

1.2 **Flat Annual Block Shape**

Except for the Shaping Capacity amounts specified in section 1.4 of this exhibit, the amounts of Firm Requirements Power priced at Tier 1 Rates shall be equal in all hours of the year. For each Fiscal Year, the megawatt amounts of such power for each HLH and each LLH shall equal the Average Megawatt amount stated in section 1.1 of this exhibit, rounded to a whole number.

*End Option 1*

*Option 2: Include the following if customer chooses a Flat Monthly Block, Diurnally Shaped Monthly Block, Flat Monthly Block with 10 Percent Shaping Capacity, Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity, or Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity with PLVS.*

1.2 **Block Shaped to Net Requirement**

The amounts of Firm Requirements Power priced at Tier 1 Rates for each month, and for each HLH and each LLH within each month, are established as follows.

1.2.1 **Monthly Shaping Factors to Determine Amounts for Each Month**

For purposes of this section 1.2, “Monthly Shaping Factors” means the twelve monthly factors on a Rate Period basis, as stated in section 1.2.1.3 of this exhibit, which BPA shall use to determine the amount of Firm Requirements Power priced at Tier 1 Rates for each month of a Fiscal Year. BPA shall determine each «Customer Name» Member’s Monthly Shaping Factors in accordance with section 1.2.1.2 of this exhibit using such Member’s “monthly load values” and “annual load value” as determined in accordance with section 1.2.1.1 of this exhibit.

1.2.1.1 **Calculation of Monthly and Annual Load Values**

BPA shall calculate each «Customer Name» Member’s “monthly load value” for each month of the year by taking the average of each Member’s Total Retail Load, expressed in MWh, for the four years prior to the current Forecast Year for the applicable month.

Monthly Load Value =

$$avg\left(TRL month\_{Year 1}, TRL month\_{Year 2},TRL month\_{Year 3},TRL month\_{Year 4}\right)$$

Where:

*TRL monthYear 1* means the Member’s Total Retail Load, in MWh, of a given month in the first year of the four-year period prior to the current Forecast Year

*TRL monthYear 2* means the Member’s Total Retail Load, in MWh, of a given month in the second year of the four-year period prior to the current Forecast Year

*TRL monthYear 3* means the Member’s Total Retail Load, in MWh, of a given month in the third year of the four-year period prior to the current Forecast Year

*TRL monthYear 4* means the Member’s Total Retail Load, in MWh, of a given month in the fourth year of the four-year period prior to the current Forecast Year

BPA shall calculate each «Customer Name» Member’s “annual load value” by taking the average of the Member’s Total Retail Load, expressed in MWh for the four Fiscal Years prior to the current Forecast Year.

Annual Load Value =

$$avg\left(TRL\_{Year 1}, TRL\_{Year 2},TRL\_{Year 3}, TRL\_{Year 4}\right)$$

where:

*TRLYear 1* means the Member’s Total Retail Load, in MWh, the first year of the four-year period prior to the current Forecast Year

*TRLYear 2* means the Member’s Total Retail Load, in MWh, the second year of the four year period prior to the current Forecast Year

*TRLYear 3* means the Member’s Total Retail Load, in MWh, the third year of the four-year period prior to the current Forecast Year

*TRLYear 4* means the Member’s Total Retail Load, in MWh, the fourth year of the four-year period prior to the current Forecast Year

* + - 1. **Calculation of Monthly Shaping Factors**

BPA shall calculate each «Customer Name» Member’s Monthly Shaping Factors as follows: (1) the Member’s “monthly shape numerator” for each month, divided by (2) the “monthly shape denominator”.

Where:

“monthly shape numerator” equals the greater of (1) zero or (2) “monthly load value” for the corresponding month minus the average of the Member’s Dedicated Resource amounts for that month and for all months within both years of the applicable Rate Period as listed in section 2 of Exhibit A, expressed in MWh; and

“monthly shape denominator” equals (1) the “annual load value,” minus (2) the average of the Member’s Dedicated Resource amounts for all months within both years of the given Rate Period as listed in section 2 of Exhibit A, expressed in MWh.

1.2.1.3 **Monthly Shaping Factors**

By March 31, 2028 and by March 31 of each Rate Case Year thereafter, BPA shall update the tables below with each «Customer Name» Member’s Monthly Shaping Factors calculated in accordance with this section 1.2.1.

*Drafter’s Note: Replicate the table below and add a new table for each JOE Member with a sequential number. E.g. 1.2.1.3(1), 1.2.1.3(2), 1.2.1.3(3) etc.*

*Drafter’s Note: Leave tables blank at contract signing.*

1.2.1.3(1) **«JOE Member Name»**

|  | **«JOE Member Name» Monthly Shaping Factors** |
| --- | --- |
| **FY** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Total** |
| 2029-2030 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| 2031-2032 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| 2033-2034 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| 2035-2036 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| 2037-2038 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| 2039-2040 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| 2041-2042 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| 2043-2044 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| Note: Round the factors in the table above to three decimal places. |

1.2.1.4 **Megawatt-Hour Amounts**

BPA shall calculate the amounts attributable to each «Customer Name» Member’s portion of «Customer Name»’s megawatt-hours priced at a Tier 1 Rate for each month of each Fiscal Year, beginning with FY 2029, as follows: take (1) each Member’s calculated portion of «Customer Name»’s annual average amount of Firm Requirements Power priced at Tier 1 Rates calculated pursuant to section 1.1 of this exhibit multiplied by (2)  such Member’s Monthly Shaping Factor for the corresponding month as specified in section 1.2.1.3 of this exhibit multiplied by (3) the number of hours in the Fiscal Year.

*Sub-Option 1: Include the following if customer chooses a Flat Tier 1 Monthly Block within each month, Flat Monthly Block with 10 Percent Shaping Capacity, Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity, or Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity with PLVS.*

1.2.2 **Amounts Within Each Month**

Except for any amounts of Shaping Capacity specified in section 1.4 of this exhibit, the amounts of Firm Requirements Power priced at Tier 1 Rates within each month shall be the same for all hours of the month. The megawatt amounts for each HLH and each LLH shall be the total megawatt-hours in the month established in section 1.2.1.4 of this exhibit divided by the number of hours in the month, rounded to a whole number.

*End Sub-Option 1*

*Sub-Option 2: Include the following if customer chooses a Diurnally Shaped Tier 1 Monthly Block that is shaped to their Net Requirement to 60% HLH/40% LLH within each month.*

1.2.2 **Amounts Within Each Month**

BPA shall calculate the megawatt amount of Firm Requirements Power for each HLH of a month, rounded to a whole number, as follows: BPA will take (1) each «Customer Name» Member’s calculated portion attributable to the monthly megawatt-hours amount established according to section 1.2.1.4 multiplied by (2) 60 percent, divided by (3) the HLHs in that month; then (4) sum such megawatt amounts for each Member. BPA shall calculate the megawatt amount of Firm Requirements Power for each LLH of a month, rounded to a whole number, as follows: BPA will take (1) each «Customer Name» Member’s calculated portion attributable to the monthly megawatt-hours amount established according to section 1.2.1.4 multiplied by (2) 40 percent, divided by (3) the LLHs in that month then; (4) sum such megawatt amounts for each Member.

*End Sub-Option 2*

*End Option 2*

1.3 **Current Tier 1 Block**

By March 31 concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall update the table below with the sum of all «Customer Name» Members’ calculated portions of Firm Requirements Power made available to «Customer Name», in whole megawatt amounts, priced at Tier 1 Rates for the upcoming Fiscal Year as established according to sections 1.1 and 1.2 of this exhibit. Due to rounding, the total megawatt-hours calculated from the established megawatt-per-hour amounts in the table below for any Fiscal Year may be slightly different than the megawatt-hours calculated by multiplying the amount stated in section 1.1 of this exhibit by the number of hours in that Fiscal Year.

*Option 1: Include the following table for Annual Flat Block, Flat Monthly Block, Flat Monthly Block with 10 Percent Shaping Capacity, Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity, or Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity with PLVS.*

*Drafter’s Note: Leave table blank at contract signing.*

| **«Customer Name» Tier 1 Monthly Block Amounts (MW/hr)** |
| --- |
| **Fiscal Year** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: Round the megawatt-per-hour amounts in the table above to whole megawatts-per-hour. |

*End Option 1*

*Option 2: Include the following table for Diurnally Shaped Monthly Block.*

*Drafter’s Note: Leave table blank at contract signing.*

| **«Customer Name» Monthly Tier 1 Block Amounts (MW/hr)** |
| --- |
| **Fiscal Year** | **Diurnal Period** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: Round the megawatt-per-hour amounts in the table above to whole megawatts-per-hour. |

*End Option 2*

*Option 1: Include the following if customer does NOT elect any of the Block with Shaping Capacity Product options.*

1.4 **Shaping Capacity**

«Customer Name» is not purchasing any amount of Shaping Capacity.

*End Option 1*

*Option 2: Include the following if customer elects Flat Monthly Block with 10 Percent Shaping Capacity, Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity, or Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity with PLVS. This Option in section 1.2.2(1) can only be paired with a flat monthly Block.*

1.4 **Shaping Capacity**

*Sub-Option 1: Include the following if customer chooses Flat Monthly Block with 10 Percent Shaping Capacity.*

1.4.1 **Amounts of Shaping Capacity**

BPA shall calculate «Customer Name»’s amounts of Shaping Capacity for each month of the Rate Period by summing the portion of Shaping Capacity attributable to each «Customer Name» Member. The Shaping Capacity attributable to each Member shall be calculated as follows: (1) each Member’s portion attributable to «Customer Name»’s Tier 1 Block Amounts for the applicable month of the first year of a Rate Period, calculated pursuant to section 1.1 and 1.2, multiplied by (2) ten percent.

*End Sub-Option 1*

*Sub-Option 2: Include the following if customer chooses Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity or Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity with PLVS.*

1.4.1 **Amounts of Shaping Capacity**

BPA shall calculate «Customer Name»’s amounts of Shaping Capacity for each month of each Fiscal Year by summing the portion of Shaping Capacity attributable to each «Customer Name» Member. The Shaping Capacity attributable to each Member shall be calculated as follows: (1) each «Customer Name» Member’s Peak Net Requirement minus (2) such Member’s Tier 1 Block Amount for a given month minus (3) such Member’s Tier 2 Block Amount.

For the purposes of calculating «Customer Name»’s Shaping Capacity, BPA shall calculate the Peak Net Requirement for each «Customer Name» Member for each month of each Fiscal Year as follows: (1) Member’s Peak TRL minus (2) such Member’s Dedicated Resource Peaking Capability minus (3) Peak TRL for any of such Member’s NLSLs.

*Member’s attributable portion of Shaping Capacity = Member’s Peak TRL – Member’s Dedicated Resource Peaking Capability - Peak TRL for any Member’s NLSL – Member’s Tier 1 Block Amount – Member’s Tier 2 Block Amount.*

*Member’s Peak Net Requirements = Member’s Peak TRL – Member’s Dedicated Resources Peaking Capability – Peak TRL for any Member’s NLSLs.*

Where:

“Member’s Peak TRL” means peak amount as stated in the annual forecast of monthly Total Retail Load table in section 1.1 of Exhibit A for the Member.

For purposes of this section: “Member’s Dedicated Resource Peaking Capability” means the sum of each «Customer Name» Member’s (1) Specified Resources monthly peak amounts, as stated in table(s) in section 2 of Exhibit A and (2) such Member’s monthly peak Committed Power Purchase Amounts as stated in table(s) in section 3 of Exhibit A.

For purposes of this section: “Peak TRL for any Member’s NLSL” means the sum of the monthly peak amounts, as stated in table(s) in section 4 of Exhibit A, any Planned NLSL or NLSL of «Customer Name»’s Member.

For purposes of this section: “Member’s Tier 1 Block Amount” means the Tier 1 Block amounts for the applicable month of the first year of a Rate Period, as calculated for the «Customer Name» Member pursuant to sections 1.1 and 1.2 of this exhibit.

For purposes of this section: “Member’s Tier 2 Block Amount” means the Tier 2 Block Amounts as listed in section 2.9.1 of this exhibit reflected as a megawatt value for «Customer Name»’s Members.

By March 31 concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall update the tables below with «Customer Name» Member’s Peak Net Requirement, in whole megawatts, for each month of the applicable Rate Period.

*Drafter’s Note: Replicate the table «JOE Member Name» Peak Net Requirement (MW) below and add a new table for each «JOE Member» with a sequential number. E.g 1.4.1(1), 1.4.1(2), 1.4.1(3), etc.*

*Drafter’s Note: Leave table blank at contract signing.*

1.4.1(1) **«JOE Member Name»**

| **«JOE Member Name» Peak Net Requirement (MW)** |
| --- |
| **FY** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: All amounts will be shown as whole megawatts  |

*End Sub-Option 2*

By March 31 concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall update the table below with «Customer Name»’s amounts of Shaping Capacity in whole megawatts for each month of the applicable Rate Period.

*Drafter’s Note: Leave table blank at contract signing.*

| **«Customer Name» Monthly Shaping Capacity Amounts (MW)** |
| --- |
| **FY** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: All amounts will be shown as whole megawatts  |

1.4.1.1 **Billing for Shaping Capacity**

«Customer Name» shall pay for the Monthly Shaping Capacity amounts listed in section 1.4.1, that it is obligated to purchase, and that BPA makes available in accordance with section 3.1 of the body of the Agreement at the rates BPA establishes in a 7(i) Process pursuant to the PRDM, as applicable to such power, whether or not «Customer Name» took delivery of such power.

1.4.2 **Maximum Hourly Energy**

The amounts of Firm Requirements Power priced at Tier 1 Rates within each hour shall not exceed the maximum hourly energy scheduled amount for the given month, except for any amounts of Peak Load Variance Service power specified in section 1.4.8 of this exhibit.

BPA shall calculate the maximum hourly energy as follows: (1) the Shaping Capacity for the given month, as listed in section 1.4.1 of this Exhibit, plus (2) the Tier 1 Monthly Block amounts for the applicable month, as listed in section 1.3 of this exhibit.

By March 31 concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall update the table below with the maximum amount of Firm Requirements Power priced at Tier 1 Rates «Customer Name» may take each hour of a given month of the applicable Fiscal Year.

*Drafter’s Note: Leave table blank at contract signing.*

| **«Customer Name» Maximum Hourly Energy (MW/hr)** |
| --- |
| **FY** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: All amounts will be shown as whole megawatts-per-hour  |

1.4.3 **Minimum Hourly Energy**

The amounts of Firm Requirements Power priced at Tier 1 Rates within each hour shall not be less than the minimum hourly energy schedule amount for the given month.

BPA shall calculate the minimum hourly energy amounts as follows: the greater of: (1) 60 percent of the Tier 1 Monthly Block amounts for the applicable month, as listed in section 1.3 of this exhibit or (2) the Tier 1 Monthly Block amounts for the applicable month, as listed in section 1.3 of this exhibit, minus the Shaping Capacity for the given month, as listed in section 1.4.1 of this exhibit.

By March 31 concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall update the table below with the minimum amount of Firm Requirements Power priced at Tier 1 Rates «Customer Name» shall take each hour of a given month of the applicable Fiscal Year.

*Drafter’s Note: Leave table blank at contract signing.*

| **«Customer Name» Minimum Hourly Energy (MW/hr)** |
| --- |
| **FY** | **OCT** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: All amounts will be shown as whole megawatts-per-hour  |

1.4.3.1 **Failure to Take the Scheduled Maximum and Minimum Energy Amounts and Associated Penalty**

BPA shall apply additional charges when «Customer Name» takes more than the maximum hourly energy in accordance with section 1.4.2 above or takes less than the minimum hourly energy in accordance with section 1.4.3 above. BPA shall calculate such charges pursuant to the PRDM and the applicable Power Rate Schedules and GRSPs.

1.4.4 **Monthly Ramp Rates**

The scheduled amount of Firm Requirements Power for any hour priced at Tier 1 Rates, in any hour of a month, shall not deviate from the previous schedule hour’s amount by more than the monthly ramp rate limitations from the previous scheduled hour’s amount. However, no ramp rate penalties will be assessed to schedules between the last hour of such month and the first hour of the following month.

«Customer Name»’s monthly ramp rates for a given month shall be the greater of either:

(1) «Customer Name»’s Shaping Capacity for the given month as listed in section 1.4.1 of this exhibit multiplied by 20 percent, or,

(2) the sum of each portion of Shaping Capacity attributable to the «Customer Name» Member for the given month as listed in section 1.4.1 of this exhibit multiplied by 20 percent.

By March 31 concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall update the table below with the monthly ramp rates which apply to «Customer Name»’s Shaping Capacity in whole megawatts for each month of the applicable Fiscal Year.

*Drafter’s Note: Leave table blank at contract signing.*

| **«Customer Name» Monthly Ramp Rates (MW)** |
| --- |
| **FY** | **OCT** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: All amounts will be shown as whole megawatts  |

1.4.4.1 **Failure to Meet Ramp Rate Provisions and Associated Penalty**

BPA shall apply additional charges and penalties when «Customer Name» fails to satisfy the ramp rates provisions in section 1.4.4 above. BPA shall calculate such charges and penalties pursuant to the PRDM and the applicable Power Rate Schedules and GRSPs.

1.4.5 **Scheduling Shaping Capacity**

«Customer Name» shall schedule Shaping Capacity amounts to BPA for each hour on a day-ahead timeframe as described in section 1 of Exhibit F.

1.4.6 **Mid-Month Energy Requirement**

«Customer Name» must schedule between 45 and 55 percent of the total amount of Firm Requirements Power priced at Tier 1 Rates for a given month, as established in section 1.3 of this exhibit, within the first half of the total hours of the month.

1.4.6.1 **Failure to Meet Mid-Month Energy Requirement and Associated Penalty**

BPA shall apply additional charges and penalties when «Customer Name» takes less than 45 percent or more than the 55 percent of the monthly energy amount in accordance with section 1.4.6 above. BPA shall calculate such charges and penalties pursuant to the PRDM and the applicable Power Rate Schedules and GRSPs.

1.4.7 **Energy Neutrality**

Except for amounts of Peak Load Variance Service (PLVS) Energy specified in section 1.4.8.5 of this exhibit, «Customer Name» must schedule and shall not exceed the total amount of Firm Requirements Power priced at Tier 1 Rates for a given month, as established in section 1.3 of this exhibit.

1.4.7.1 **Failure to Meet Energy Neutrality Check and Associated Charges**

BPA shall apply additional charges when «Customer Name» fails to satisfy the energy neutrality provisions in section 1.4.7 above. BPA shall calculate such charges and penalties pursuant to the PRDM and the applicable Power Rate Schedules and GRSPs.

*Sub-Option 1: Include the following if customer does NOT elect the Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity with PLVS option.*

1.4.8 **Peak Load Variance Service (PLVS)**

«Customer Name» has not elected the Peak Load Variance Service (PLVS).

*End Sub-Option 1*

*Sub-Option 2: Include the following if a customer elects the Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity with* *PLVS option.*

*Sub-Option 3: Include the following if a JOE customer elects the Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity with* *PLVS option.*

1.4.8 **Peak Load Variance Service (PLVS)**

1.4.8.1 **PLVS Definitions**

1.4.8.1.1 “Member’s Dedicated Resource Peaking Capability” means the sum of each «Customer Name» Member’s (1) Specified Resources monthly peak amounts, as stated in table(s) in section 2 of Exhibit A and (2) monthly peak Committed Power Purchase Amounts as stated in table(s) in section 3 of Exhibit A.

1.4.8.1.2 “PLVS Daily Limit” means the total amount of PLVS Energy, in megawatts hours, «Customer Name» schedules during any single day of a PLVS Event.

1.4.8.1.3 “PLVS Energy” means energy scheduled by «Customer Name» for a PLVS Event in excess of the maximum hourly energy amounts listed in section 1.4.2 of this exhibit.

1.4.8.1.4 “PLVS Event” means a noticed seven day period of time during which «Customer Name» schedules PLVS Energy.

1.4.8.1.5 “PLVS Pool” means the total amount of PLVS Energy, in whole megawatt hours, that «Customer Name» may schedule in a given Fiscal Year.

1.4.8.1.6 “P10 Peak TRL” means peak TRL load, in megawatts, forecasted at the tenth percentile of likelihood.

1.4.8.2 **PLVS Event Notification and PLVS Events**

«Customer Name» has elected to purchase and, pursuant to the terms and conditions of this section 1.4.8, BPA shall provide Peak Load Variance Service (PLVS). Unless changed pursuant to section 11.5 of the body of this Agreement, «Customer Name»’s PLVS election for PLVS Event Availability shall be for the term of the Agreement and is stated in the table below.

*Drafter’s Note: Document customer election with an “X” in the appropriate row.*

|  |
| --- |
| **«Customer Name» PLVS Event Availability Election** |
| Annual Availability |  |
| Winter Availability |  |
| Summer Availability |  |

*Sub-Option 1: Include the following if customer elects annual availability.*

«Customer Name» may notify BPA of a PLVS Event at any time throughout a Fiscal Year at least seven calendar days in advance of the first day of the PLVS Event. «Customer Name» may cancel a PLVS Event by notifying BPA within three calendar days after the initial notice. Such notifications shall be pursuant to section 2 of Exhibit I.

*End Sub-Option 1*

*Sub-Option 2: Include the following if customer elects winter availability.*

«Customer Name» may notify BPA of a PLVS Event at any time during the months of November, December, January, February, and March (Winter Availability) at least seven calendar days in advance of the first day of the PLVS Event. «Customer Name» may cancel a PLVS Event by notifying BPA within three calendar days after the initial notice. Such notifications shall be pursuant to section 2 of Exhibit I.

*End Sub-Option 2*

*Sub-Option 3: Include the following if customer elects summer availability.*

«Customer Name» may notify BPA of a PLVS Event at any time during the months of June, July, August, and September (Summer Availability) at least seven calendar days in advance of the first day of the PLVS Event. «Customer Name» may cancel a PLVS Event by notifying BPA within three calendar days after the initial notice. Such notifications shall be pursuant to section 2 of Exhibit I.

*End Sub-Option 3*

Once «Customer Name» notifies BPA of a PLVS Event, «Customer Name» may schedule PLVS Energy to serve load during the PLVS Event. Each PLVS Event shall last for seven calendar days.

PLVS Events may be consecutive, provided: (1) «Customer Name» meets the notification requirements for each PLVS Event and (2) «Customer Name» still has PLVS Events remaining for the Fiscal Year.

BPA shall calculate the number of PLVS Events that «Customer Name» may use each Fiscal Year as follows, rounded to nearest whole number:

*PLVS Events: (6 × JOE Ratio) + 1*

*JOE Ratio = Sum of each «Customer Name» Member’s Highest Monthly TRL peak ÷ Highest Monthly P50 JOE Coincidental TRL Peak*

Where:

“Member’s Highest Peak TRL” means the highest monthly peak amount as stated section 1.1 of Exhibit A for the Member for a given year.

“Highest Monthly P50 JOE Coincidental Peak” means the highest single forecasted hourly TRL for the JOE in a given Fiscal Year.

In accordance with «Customer Name»’s PLVS Event Availability, «Customer Name» may use up to the number of PLVS Events each Fiscal Year listed in the table below but shall not exceed their annual total PLVS Pool amount, as described in section 1.4.8.3 below. «Customer Name» is limited to the number of PLVS Event notices each Fiscal Year listed in the table below, which shall be three more than the number of PLVS Events as calculated above.

By March 31 concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall update the table below with the number of PLVS Events and PLVS Event notices that «Customer Name» may use in each Fiscal Year.

*Drafter’s Note: Leave table blank at contract signing*

| **«Customer Name» PLVS Events and Event Notifications** |
| --- |
| **Fiscal Year** | **PLVS Events** | **PLVS Event Notification** |
| 2029 |   |  |
| 2030 |   |  |
| 2031 |   |  |
| 2032 |   |  |
| 2033 |   |  |
| 2034 |   |  |
| 2035 |   |  |
| 2036 |   |  |
| 2037 |   |  |
| 2038 |   |  |
| 2039 |   |  |
| 2040 |   |  |
| 2041 |   |  |
| 2042 |   |  |
| 2043 |   |  |
| 2044 |   |  |

1.4.8.3**PLVS Pool Amount**

BPA shall provide «Customer Name» with a PLVS Pool amount and shall calculate such for each Fiscal Year as follows:

*PLVS pool amount = P10 monthly Peak Net Requirements delta × 150*

*P10 monthly Peak Net Requirements delta =* $max⁡( P10 Peak Net Requirement\_{Month}-Peak Net Requirement\_{Month)} $

Where:

“P10 Peak Net RequirementMonth” means the sum of each «Customer Name» Member’s P10 Peak Net Requirement for a given month, as listed in the table in section 1.4.8.5 of this exhibit.

“Peak Net RequirementMonth” means the sum of each «Customer Name» Member’s Peak Net Requirement for a given month, as listed in the table in section 1.4.1 of this exhibit.

By March 31 concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall update the table below with «Customer Name»’s PLVS Pool amount, in whole megawatt hours.

*Drafter’s Note: Leave table blank at contract signing.*

| **«Customer Name» PLVS Pool Amounts** |
| --- |
| **Fiscal Year** | **PLVS Pool Amount (MWh)** |
|
| 2029 |   |
| 2030 |   |
| 2031 |   |
| 2032 |   |
| 2033 |   |
| 2034 |   |
| 2035 |   |
| 2036 |   |
| 2037 |   |
| 2038 |   |
| 2039 |   |
| 2040 |   |
| 2041 |   |
| 2042 |   |
| 2043 |   |
| 2044 |   |

Any amount of PLVS Energy «Customer Name» schedules for a PLVS Event will be subtracted from the PLVS Pool amount for the given Fiscal Year listed in the table above. Once the PLVS Pool amount is exhausted for a given Fiscal Year, «Customer Name» shall not notify BPA of another PLVS Event or schedule PLVS Energy in any hour for the remainder of the Fiscal Year.

1.4.8.4 **Daily Energy Limit During a PLVS Event**

The total amount of PLVS Energy, in megawatt hours, «Customer Name» may schedule during any single day of a PLVS Event shall not exceed the PLVS Daily Limit. BPA shall calculate «Customer Name»’s PLVS Daily Limit for each month of the Fiscal Year as follows:

*Daily Energy Limit= (Monthly P10 Peak Net Requirement –Monthly Peak Net Requirement) X 12*

Where:

“*Monthly P10 Peak Net Requirement”* means the sum of each «Customer Name» Member’s P10 Peak Net Requirement for a given month, as listed in the table in section 1.4.8.5 of this exhibit.

“*Monthly Peak Net Requirement*” means the sum of each «Customer Name» Member’s Peak Net Requirement for a given month, as listed in the table in section 1.4.1 of this exhibit.

By March 31 concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall update the table below with «Customer Name»’s PLVS Daily Limit amount, in whole megawatt hours.

*Drafter’s Note: Leave table blank at contract signing.*

| **«Customer Name» PLVS Daily Limit (MWh)** |
| --- |
| **FY** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: All amounts will be shown as whole megawatt hours.  |

1.4.8.5 **Hourly Energy During a PLVS Event**

During a PLVS Event, the amounts of Firm Requirements Power priced at Tier 1 Rates within each hour shall not exceed the P10 Peak Net Requirement for the given month. BPA shall calculate, for the purpose of this section 1.4.8 only, «Customer Name»’s P10 Peak Net Requirement for each month of each Fiscal Year by summing the P10 Peak Net Requirements for each of «Customer Name» Members. BPA shall calculate each «Customer Name» Member’s P10 Peak Net Requirement for each month of each Fiscal Year as follows: (1) «Customer Name» Member’s P10 Peak TRL minus (2) «Customer Name» Member’s Dedicated Resources Peaking Capability minus (3) P10 Peak TRL for any «Customer Name» Member’s NLSLs.

By March 31 concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall update the tables below with «Customer Name»’s and «Customer Name» Member’s P10 Peak Net Requirement, in whole megawatts.

1.4.8.5.1 **«Customer Name»**

*Drafter’s Note: Leave table blank at contract signing.*

| **«Customer Name» P10 Peak Net Requirement (MW)** |
| --- |
| **FY** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: All amounts will be shown as whole megawatts.  |

*Drafter’s Note: Replicate the table in section 1.4.8.5 above and add a new table for each JOE Member with a sequential number. E.g. 1.4.8.5.1(1), 1.4.8.5.1(2), 1.4.8.5.1(3) etc.*

1.4.8.5.1(1) **«JOE**» **Member Name»**

*Drafter’s Note: Leave table blank at contract signing.*

| **«JOE Member Name» P10 Peak Net Requirement (MW)** |
| --- |
| **FY** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: All amounts will be shown as whole megawatts.  |

1.4.8.6 **PLVS and Energy Neutrality**

«Customer Name» will not incur any additional charges for PLVS Energy used during a PLVS Event if Customer Name»’s scheduled amounts do not exceed the total amount of Firm Requirements Power priced at Tier 1 Rates for a given month, as established in section 1.3 of this exhibit.

If «Customer Name» is unable to return to energy neutrality for a given month, then BPA shall charge «Customer Name» for any PLVS Energy taken during that month greater than the total amount of Firm Requirements Power priced at Tier 1 Rates for a given month, as established in section 1.3 of this exhibit. BPA shall calculate the rate applied to this additional energy pursuant to the PRDM and the applicable Power Rate Schedules and GRSPs.

1.4.8.7 **Applicable Provisions During a PLVS Event**

All provisions in sections 1.4.3, 1.4.4, 1.4.5 and 1.4.6 above shall apply during a PLVS Event.

*End Sub-Option 2*

*End Option 2*

*END* ***BLOCK*** *template.*

*Include in* ***SLICE/BLOCK*** *template:*

*Option 2: Include the following for customers that are JOEs.*

**1. TIER 1 BLOCK AMOUNTS**

1.1 **Annual Tier 1 Block Amounts**

By March 31 concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall update the table below with «Customer Name»’s annual Tier 1 Block Amount for the upcoming Fiscal Year as calculated pursuant to section 4.3 of the body of this Agreement.

1.1.1 **«Customer Name»**

*Drafter’s Note: Leave table blank at contract signing.*

| «**Customer Name»** **Annual Tier 1 Block Amounts** |
| --- |
| **Fiscal Year** | **Annual Tier 1 Block Amount(aMW)** | **Annual Tier 1 Block Amount(MWh)** |
| 2029 |  |  |
| 2030 |  |  |
| 2031 |  |  |
| 2032 |  |  |
| 2033 |  |  |
| 2034 |  |  |
| 2035 |  |  |
| 2036 |  |  |
| 2037 |  |  |
| 2038 |  |  |
| 2039 |  |  |
| 2040 |  |  |
| 2041 |  |  |
| 2042 |  |  |
| 2043 |  |  |
| 2044 |  |  |

*Drafter’s Note: Replicate the table below and add a new table for each JOE Member with a sequential number. E.g. 1.1.1(1), 1.1.1(2), 1.1.1(3), etc*

1.1.1(1) **«JOE Member Name»**

*Drafter’s Note: Leave table blank at contract signing.*

| **«JOE Member Name»’s Portion of «Customer Name»’s Annual Tier 1 Block Amounts** |
| --- |
| **Fiscal Year** | **Annual Tier 1 Block Amount(aMW)** | **Annual Tier 1 Block Amount(MWh)** |
| 2029 |  |  |
| 2030 |  |  |
| 2031 |  |  |
| 2032 |  |  |
| 2033 |  |  |
| 2034 |  |  |
| 2035 |  |  |
| 2036 |  |  |
| 2037 |  |  |
| 2038 |  |  |
| 2039 |  |  |
| 2040 |  |  |
| 2041 |  |  |
| 2042 |  |  |
| 2043 |  |  |
| 2044 |  |  |

*Option 1: Include if customer chooses a Flat Annual Block Shape.*

1.2 **Flat Annual Shape**

Under the Flat Annual Shape, «Customer Name»’s hourly Tier 1 Block Amounts shall be equal in all hours of the year. For each Fiscal Year, the megawatt amount of such power for each hour shall equal the annual Tier 1 Block Amount, expressed in annual Average Megawatts stated in section 1.1 of this exhibit, rounded to a whole number. Due to rounding, total megawatt-hour deliveries during any Fiscal Year may be slightly different than the megawatt-hours stated in section 1.1 of this exhibit. «Customer Name»’s planned monthly Tier 1 Block Amounts shall equal the annual Tier 1 Block Amount, expressed in annual Average Megawatts stated in section 1.1 of this exhibit, rounded to a whole number, and multiplied by the number of hours in the applicable month.

*Drafter’s Note:**Add the following paragraph if customer purchases RSS.*

*Drafter’s Note: Delete this section for all customers at contract offer.*

«Customer Name» shall schedule any Specified Renewable Resources identified in section 3 of Exhibit J to serve its Total Retail Load, and BPA shall provide Resource Support Service to such Specified Renewable Resources pursuant to section 3 of Exhibit J. «Customer Name» shall reduce its Tier 1 Block Amount schedule each hour, pursuant to section 4.5 of the body of this Agreement and section 3 of Exhibit J, in any hour in the month when the total scheduled generation from such Specified Renewable Resources is greater than the total Planned Resource Amount in section 3 of Exhibit J for such Specified Renewable Resources. «Customer Name» shall pay BPA for the Tier 1 Block Amount in the table below without any adjustment due to displacement of the Block Product for RSS.

*End Option*

End Option 1

*Option 2: Include if customer chooses a Flat* *Monthly Block.*

1.2 **Flat Within-Month Shape**

«Customer Name»’s monthly Tier 1 Block Amounts, expressed in megawatt hours, shall be determined based on each «Customer Name» Member’s Monthly Shaping Factors. Each «Customer Name» Member’s Monthly Shaping Factors that are used to determine monthly Tier 1 Block Amounts shall be determined as follows:

1.2.1 **Monthly Shaping Factors to Determine Amounts for Each Month**

For purposes of this section 1.2, “Monthly Shaping Factors” means the twelve monthly factors on a Rate Period basis, as stated in section 1.2.1.3 of this exhibit, which BPA shall use to determine the amount of Firm Requirements Power priced at Tier 1 Rates for each month of a Fiscal Year. BPA shall determine each «Customer Name» Member’s Monthly Shaping Factors in accordance with section 1.2.1.2 of this exhibit using «Customer Name»’s Member’s “monthly load values” and “annual load value” as determined in accordance with section 1.2.1.1 of this exhibit.

1.2.1.1 **Calculation of Monthly and Annual Load Values**

BPA shall calculate «Customer Name»’s Member’s “monthly load value” for each month of the year by taking the average of «Customer Name»’s Total Retail Load, expressed in MWh, for the four years prior to the current Forecast Year for the applicable month.

Monthly Load Value =

$$avg\left(TRL month\_{Year 1}, TRL month\_{Year 2},TRL month\_{Year 3},TRL month\_{Year 4}\right)$$

Where:

*TRL monthYear 1* means the Member’s Total Retail Load, in MWh, of a given month in the first year of the four-year period prior to the current Forecast Year

*TRL monthYear 2* means the Member’s Total Retail Load, in MWh, of a given month in the second year of the four-year period prior to the current Forecast Year

*TRL monthYear 3* means the Member’s Total Retail Load, in MWh, of a given month in the third year of the four-year period prior to the current Forecast Year

*TRL monthYear 4* means the Member’s Total Retail Load, in MWh, of a given month in the fourth year of the four-year period prior to the current Forecast Year

BPA shall calculate each «Customer Name» Member’s “annual load value” by taking the average of the Member’s Total Retail Load, expressed in MWh for the four Fiscal Years prior to the current Forecast Year.

Annual Load Value =

$$avg\left(TRL\_{Year 1}, TRL\_{Year 2},TRL\_{Year 3}, TRL\_{Year 4}\right)$$

Where:

*TRLYear 1* means the Member’s Total Retail Load, in MWh, the first year of the four year period prior to the current Forecast Year

*TRLYear 2* means the Member’s Total Retail Load, in MWh, the second year of the four year period prior to the current Forecast Year

*TRLYear 3* means the Member’s Total Retail Load, in MWh, the third year of the four year period prior to the current Forecast Year

*TRLYear 4* means the Member’s Total Retail Load, in MWh, the fourth year of the four year period prior to the current Forecast Year

1.2.1.2 **Calculation of Monthly Shaping Factors**

BPA shall calculate each «Customer Name» Member’s Monthly Shaping Factors as follows: (1) the Member’s “monthly shape numerator” for each month, divided by (2) the “monthly shape denominator”.

Where:

“monthly shape numerator” equals the greater of (1) zero or (2) “monthly load value” for the corresponding month minus the average of the Member’s Dedicated Resource amounts for that month and for all months within both years of the applicable Rate Period as listed in section 2 of Exhibit A, expressed in MWh; and

“monthly shape denominator” equals (1) the “annual load value,” minus (2) the average of the Member’s Dedicated Resource amounts for all months within both years of the given Rate Period as listed in section 2 of Exhibit A, expressed in megawatt hours.

1.2.1.3 **Monthly Shaping Factors**

By March 31, 2028 and by March 31 of each Rate Case Year thereafter, BPA shall update the table below with each «Customer Name» Member’s Monthly Shaping Factors calculated in accordance with this section 1.2.1.

*Drafter’s Note: Replicate the table below and add a new table for each JOE Member with a sequential number. E.g. 1.2.1.3(1), 1.2.1.3(2), 1.2.1.3(3) etc*

1.2.1.3(1) **«JOE Member Name»**

*Drafter’s Note: Leave tables blank at contract signing.*

| «**JOE Member Name**» **Monthly Shaping Factors** |
| --- |
| **FY** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Total** |
| 2029-2030 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| 2031-2032 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| 2033-2034 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| 2035-2036 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| 2037-2038 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| 2039-2040 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| 2041-2042 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| 2043-2044 |  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| Note: Round the factors in the table above to three decimal places. |

1.3 **Monthly Tier 1 Block Amounts**

*Sub-Option 1: Include the following language for customers that does NOT purchase RSS, as defined in section 3 of Exhibit J.*

The monthly Tier 1 Block Amounts for each month of each Fiscal Year, beginning with FY 2029 shall be equal to the sum of all «Customer Name» Members’ calculated portions of monthly Tier 1 Block Amount made available to «Customer Name». Each «Customer Name» Members’ calculated portion shall be equal to: (1) «Customer Name» Member’s calculated portion attributable to the annual Tier 1 Block Amount calculated pursuant to section 4.3 of this Agreement multiplied by (2) the Member’s Monthly Shaping Factor for the corresponding month as specified in section 1.2 of this exhibit, rounded to a whole number. BPA shall enter such amounts into the table below. Due to rounding, total megawatt-hour deliveries during any Fiscal Year may be slightly different than the megawatt-hours stated in section 1.1 of this exhibit. «Customer Name» shall schedule the monthly Tier 1 Block Amounts as flat as possible on all hours of each month.

*End Sub-Option 1*

*Sub-Option 2: Include the following language for customers that purchase RSS as defined in section 3 of Exhibit J.*

*Drafter’s Note: Delete this section for all customers at contract offer.*

The monthly Tier 1 Block Amounts for each month of each Fiscal Year, beginning with FY 2029, shall be equal to the sum of all «Customer Name» Members’ calculated portions of monthly Tier 1 Block Amounts made available to «Customer Name». Each «Customer Name» Member’s calculated portion shall be equal to: (1) «Customer Name» Member’s calculated portion attributable to the annual Tier 1 Block Amount calculated pursuant to section 4.3 of this Agreement multiplied by (2) the Member’s Monthly Shaping Factor for the corresponding month as specified in section 1.2 of this exhibit, rounded to a whole number. BPA shall enter such amounts into the table below. Due to rounding, total megawatt-hour deliveries during any Fiscal Year may be slightly different than the megawatt-hours stated in section 1.1 of this exhibit. «Customer Name» shall schedule the monthly Tier 1 Block Amounts as flat as possible on all hours of each month unless displacement of the Block Product for RSS occurs.

«Customer Name» shall schedule any Specified Renewable Resources identified in section 3 of Exhibit J to serve Total Retail Load and BPA shall provide RSS to such Specified Renewable Resources pursuant to section 3 of Exhibit J. «Customer Name» shall reduce its Tier 1 Block Amount schedule each hour pursuant to section 4.5 of the body of this Agreement and section 3 of Exhibit J in any hour in the month when the total scheduled generation from such Specified Renewable Resources is greater than the total Planned Resource Amount in section 3 of Exhibit J for such Specified Renewable Resources. «Customer Name» shall pay BPA for the Tier 1 Block Amount in the table below without any adjustment due to displacement of the Block Product for RSS.

*End Sub-Option 2*

*Drafter’s Note: Leave table blank at contract signing.*

| **«Customer Name» Monthly Tier 1 Block Amounts (MWh)** |
| --- |
| **FY** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 |  |  |  |  |  |  |  |  |  |  |  |  |

*End Option 2*

*END* ***SLICE/BLOCK*** *template.*