**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 section 17 Block and Slice/Block provisions for JOE customers.

For Block customers, BPA is proposing language stating that a customer taking the Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity with Peak Load Variance Service (PLVS) option will be required to submit a P10 forecast to BPA by December 31, 2026 and for each Forecast Year thereafter.

Please note that the language below does not show *all* of section 17. What is shown below is the JOE options of section 17.6, with redlines representing how the JOE provisions differ from the non-JOE provisions.

*Include in* ***BLOCK*** *and* ***SLICE/BLOCK*** *templates:*

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

17.6 **Total Retail Load Forecast**

17.6.1 By December 31, 2026, and by December 31 of each Forecast Year thereafter, Customer Name» shall provide BPA a forecast of each «Customer Name» Member’s monthly energy and each «Customer Name» Member’s system coincidental peak of the Member’s Total Retail Load for the upcoming ten Fiscal Years.

*Include in* ***BLOCK*** *template.*

*Drafter’s Note: Include for customers taking Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity with Peak Load Variance Service (PLVS).*

By December 31, 2026, and by December 31 of each Forecast Year thereafter, for the purposes of calculating PLVS, «Customer Name» shall provide BPA with a forecast of «Customer Name»’s system coincidental peak of «Customer Name»’s Total Retail Load forecasted at the tenth percentile, as such is defined in section 1.4.8.1.6 of Exhibit C.

*End Option*

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

«Customer Name» shall e‑mail the forecasts to BPA at kslf@bpa.gov, in a comma-separated-value (csv) format. «Customer Name» shall send the csv file with the following data elements in separate columns:

(1) four-digit calendar year,

(2) three-character month identifier,

(3) monthly energy forecast in megawatt hours (MWh), and

(4) «Customer Name»’s monthly «Customer Name»-system coincidental peak forecast in megawatts (MW).

Unless a BPA forecast under section 17.6.3 below is applied, BPA shall fill in the table in section 1.1 of Exhibit A with «Customer Name»’s Total Retail Load forecast submitted under this section 17.6.1 by March 31, 2028, and by March 31 of each Rate Case Year thereafter.

*End Option 2*

17.6.2 No later than January 31 ahead of power delivery for a Fiscal Year, «Customer Name» may submit an updated Total Retail Load forecast for use in establishing «Customer Name»’s Net Requirement, consistent with section 1 of Exhibit A, for the remaining year(s) of that Rate Period. Unless a BPA forecast under section 17.6.3 below is used, BPA shall calculate such Net Requirement using such updated Total Retail Load forecast if one or more of the following apply:

(1) «Customer Name»’s updated Total Retail Load forecast: (A) changes by at least the lesser of 10 percent or 15 aMWs compared to the forecast used to establish «Customer Name»’s Above-CHWM Load, and (B) would change «Customer Name»’s Net Requirement eligible for power at the Tier 1 Rate(s); or

(2) «Customer Name» permanently removes a Specified Resource listed in section 2 of Exhibit A, consistent with section 3.5.6 of the body of this Agreement, that would change «Customer Name»’s Net Requirement.

Unless a BPA forecast under section 17.6.3 below is applied, if «Customer Name» submits an updated Total Retail Load forecast as provided above, then by March 31 following «Customer Name»’s submittal BPA shall fill in the table in section 1.1 of Exhibit A with «Customer Name»’s Total Retail Load forecast for the remaining Fiscal Year(s) of the Rate Period.

17.6.3 For any Total Retail Load forecast «Customer Name» submits pursuant to sections 17.6.1 and 17.6.2 above, BPA may notify «Customer Name» no later than one calendar month after such submittal if BPA determines «Customer Name»’s submitted forecast is not reasonable. If BPA determines «Customer Name»’s submitted forecast is not reasonable, then BPA shall fill in the table in section 1.1 of Exhibit A with a forecast BPA determines to be reasonable by March 31 immediately preceding the start of the Fiscal Year.

17.6.4 In the Above-CHWM Load Process, BPA will make available «Customer Name»’s updated Total Retail Load forecast and any changes to «Customer Name»’s Dedicated Resources and Consumer-Owned Resources that would change «Customer Name»’s Net Requirement as determined pursuant to sections 17.6.2 and 17.6.3 above.