

12/20/24–POC Redlined Draft Master Template: POC 10/31 version compared to 12/19 version

PROVIDER OF CHOICE DRAFT MASTER CONTRACT TEMPLATE October 31, 2024 Compared to December 19, 2024

This is a redlined version of the draft Master Template, which includes the Load Following, Block, and Slice/Block Templates. This redlined version compares the October 31st version of the Master Template against the December 19th version of the Master Template. The redlines represent what has changed between the two releases. This document is intended to support review of the December 19, 2024 Provider of Choice(POC) draft contract language and draft contract templates. All draft POC contract language is subject to ongoing review and revision given ongoing negotiations between the parties (BPA and its customers). This comparison is neither an interpretation of, nor a substitute for executed contract language. Parties are responsible for reviewing all contract language prior to executing a POC contract.

To Provide Comments:

- (1) Use “Review” menu to ensure Track Changes is on; provide redlined contract edits.
- (2) Add “New Comment” to use a comment box to provide suggested edits, comments, questions, or rationale for redlines.
- (3) Stakeholders can provide comments on the Master template or in the individual Load Following, Block and Slice/Block templates.
- (4) Please note the version dates of the provisions; they represent the most recent version shared at workshop.
- (5) Please provide review on the individual templates (*not* this redline version) by **Friday, January 10, 2025**.
- (6) Send comments to: post2028@bpa.gov and copy your Power Account Executive.

Key:

Style	Key
Black non-italicized text	Draft contract language
<i>Pink italicized text</i>	Notes/directions to staff who will tailor the template for an individual customer's contract. Pink text will be deleted in a final contract offer.
<i>Blue italicized text</i>	Notes to the reviewers (customers and others.)
Red text	Where a drafter must ‘fill-in-the-blank.’ Red text will be converted to black text and will become part of the final contract.
<i>Red italicized text</i>	The version date in parentheses indicates the last date that the section was updated and integrated into the template. This text is hidden; to make it visible, click on the show/hide paragraph symbol (¶).
<i>Green italicized text</i>	Only included in this Master Template to indicate contract provisions that are specific to the Load Following, Block, and Slice/Block prototype templates.
Grey shaded text	Language that has not yet been shared at workshops or is not ready for stakeholder comment. It is intended to be for reference only and is not intended to be reviewed.

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Contract No. «##»PS-«#####»
DRAFT 12/20/2024 1:08 PM
*{When finalized, delete date here and
move it to the author information line
at the bottom of signature page.}*

POWER SALES AGREEMENT
executed by the
BONNEVILLE POWER ADMINISTRATION
and
«FULL NAME OF CUSTOMER»

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3.	BLOCK POWER PURCHASE OBLIGATION WITH SHAPING CAPACITY
<i>END BLOCK template.</i>	
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4.	THIS SECTION INTENTIONALLY LEFT BLANK
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END LOAD FOLLOWING template.

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

13. SCHEDULING.....

*END **BLOCK** and **SLICE/BLOCK** templates.*

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

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*END **LOAD FOLLOWING** template.*

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

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Exhibit D Additional Products and Special Provisions

Exhibit E Metering

*Include for **LOAD FOLLOWING** template:*

Drafter's Note: Choose Exhibit F that reflects customer's scheduling option and delete the one that doesn't apply

Exhibit F Transmission Scheduling Service

Exhibit F Scheduling

*END **LOAD FOLLOWING** template.*

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

Exhibit F Scheduling

*END **BLOCK** and **SLICE/BLOCK** templates.*

Option 1: Include for customers not served by Transfer Service

Exhibit G This Exhibit Intentionally Left Blank

END Option 1

Option 2: Include for customers served by Transfer Service

Exhibit G Terms Related to Transfer Service

END Option 2

Exhibit H Renewable Energy Certificates and Environmental Attributes

Exhibit I Notices and Contact Information

Exhibit J Additional Resource and Energy Storage Device Requirements

*Include for **SLICE/BLOCK** template:*

Exhibit K Annual Slice Percentage and Firm Slice Amounts

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Exhibit L ~~Provider of Choice Slice~~~~Computer~~ Application

Exhibit M Slice ~~Implementation~~ Operating Procedures

Exhibit N ~~Slice Computer Application Development Schedule~~ 1

END **SLICE/BLOCK** template

This POWER SALES AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and «FULL NAME OF CUSTOMER» («Customer Name»), hereinafter individually referred to as “Party” and collectively referred to as the “Parties”. «Customer Name» is a «public utility district, people’s utility district, non-profit corporation, municipal corporation, public body formed under tribal law, federal agency», organized and authorized under the laws of the State of «State», to purchase and distribute electric power to serve retail consumers from its distribution system within its service area. *Drafter’s Note: modify the previous sentence for tribal utilities and federal agencies to reflect their legal status independent of the state.*

RECITALS

Option: Include this first recital for customers that had a Regional Dialogue contract and include that RD contract number.

«Customer Name»’s power sales agreement Contract No. «##PB»-«#####» continues through September 30, 2028, and power deliveries under this Agreement begin on October 1, 2028. All obligations and liabilities accrued under Contract No. «##PB»-«#####» are preserved until satisfied.*End Option*

BPA is a functionally separated organization with distinct administrative and decision-making activities for BPA’s power and transmission functions. References in this Agreement to Power Services or Transmission Services are solely for the purpose of clarifying which BPA function is responsible for such.

BPA is authorized to market electric power to qualified entities eligible to purchase such power. Under section 5(b)(1) of the Northwest Power Act, BPA is obligated to offer a power sales agreement to any eligible customer for the sale and purchase of electric power to serve the customer’s regional consumer load not served by the customer’s resources.

In the final Provider of Choice Policy, BPA adopted a tiered rate pricing construct for electric power sold under section 5(b) of the Northwest Power Act to provide pricing signals and to encourage the timely development of regional power resource infrastructure to meet regional consumer loads under this Agreement.

This Agreement effectuates a Contract High Water Mark for «Customer Name» that establishes the amount of power «Customer Name» may purchase from BPA at Tier 1 Rates.

The Parties agree:

«##»PS-«#####», «Customer Name»

Commented [RMM1]: Proposed edits to the Recitals were shared at the Oct. 22 workshop.

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Option 1: Include the following for customers who do NOT need RUS approval.

1. **TERM**

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2044. Performance by BPA and «Customer Name» shall commence on October 1, 2028, with the exception of those actions required prior to that date that are included in:

END Option 1

Option 2: Include the following for customers who must obtain RUS approval to execute this Agreement.

1. **TERM**

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2044, subject to approval of the United States Department of Agriculture Rural Utilities Service. Performance by BPA and «Customer Name» shall commence on October 1, 2028, with the exception of those actions required prior to that date that are included in:

END Option 2

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

(1) sections 3.3 through 3.7 of section 3, Power Purchase Obligation;

*END **LOAD FOLLOWING** template.*

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

(1) sections 3.3 through 3.6 of section 3, Power Purchase Obligation;

*END **BLOCK** and **SLICE/BLOCK** templates.*

*Include in **LOAD FOLLOWING** and **BLOCK** templates:*

(2) section 9, Elections to Purchase Power Priced at Tier 2 Rates;

(3) section 14, Delivery;

(4) section 17, Information Exchange and Confidentiality;

(5) section 18, Conservation and Renewables;

(6) section 19, Resource Adequacy;

(7) section 22, Governing Law and Dispute Resolution;

(8) section 25, Termination;

(9) Exhibit A, Net Requirements and Resources;

(10) Exhibit B, High Water Marks and Contract Demand Quantities;

(11) Exhibit C, Purchase Obligations;

Commented [RMM2]: The Term clause was shared at the April 10 and May 6 workshops.

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(12) section 2 of Exhibit D, Additional Products and Special Provisions; and

Drafter's Note: Include for customers served by Transfer Service

(13) Exhibit G, Principles of Non-Federal Transfer Service.

END for customers served by Transfer Service

END LOAD FOLLOWING and BLOCK templates.

Include in SLICE/BLOCK template:

(2) section 4, Block Product;

(3) section 5, Slice Product;

(4) section 7, High Water Marks and Contract Demand Quantities;

(5) section 9, Elections to Purchase Power Priced at Tier 2 Rates;

(6) section 10, Tier 2 Remarketing and Resource Removal;

(7) section 11, Right to Change Purchase Obligation;

Drafter's Note: Include for customers served by Transfer Service

(8) section 14, Delivery;

END for customers served by Transfer Service

Drafter's Note: Include for customers NOT served by Transfer Service

(8) Intentionally Left Blank;

END for customers NOT served by Transfer Service

(9) section 17, Information Exchange and Confidentiality;

(10) section 18, Conservation and Renewables;

(11) section 19, Resource Adequacy;

(12) section 22, Governing Law and Dispute Resolution;

(13) section 25, Termination;

(14) Exhibit A, Net Requirements and Resources;

(15) Exhibit B, High Water Marks and Contract Demand Quantities;

(16) Exhibit C, Purchase Obligations;

(17) Exhibit D, Additional Products and Special Provisions;

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Drafter's Note: Include for customers served by Transfer Service

(18) Exhibit G, Principles of Non-Federal Transfer Service;

END for customers served by Transfer Service

Drafter's Note: Include for customers NOT served by Transfer Service

(18) Intentionally Left Blank;

END for customers NOT served by Transfer Service

(19) Exhibit H, Renewable Energy Certificates and Carbon Attributes;

(20) Exhibit I, Critical Slice Amounts;

(21) Exhibit J, Preliminary Slice Percentage and Initial Slice Percentage;

(22) Exhibit K, Annual Determination of Slice Percentage;

(23) Exhibit L, RHW Augmentation;

(24) Exhibit N, Slice Implementation Procedures;

(25) Exhibit O, Interim Slice Implementation Procedures;

(26) Exhibit P, Slice Computer Application Development Schedule; and

(27) Exhibit Q, Determination of Initial Slice Percentage.

END SLICE/BLOCK template.

Until October 1, 2028, section ~~22~~19, Governing Law and Dispute Resolution will only apply to the extent there is a dispute regarding actions required in the above referenced sections and exhibits.

All obligations and liabilities accrued under this Agreement are preserved until satisfied.

2. DEFINITIONS

Capitalized terms below shall have the meaning stated. Capitalized terms that are not listed below are either defined within the section or exhibit in which the term is used, or if not so defined, shall have the meaning stated in BPA's applicable Wholesale Power Rate Schedules, including the General Rate Schedule Provisions (GRSPs). Definitions in **bold** indicate terms that are defined in the ~~TRM~~PRDM and that the Parties agree should conform to the ~~TRM~~PRDM as it may be revised. The Parties agree that if such definitions are revised pursuant to the ~~TRM~~PRDM, they shall promptly amend this Agreement to incorporate such revised definitions from the ~~TRM~~PRDM, to the extent they are applicable.

2.4# "5(b)/9(c) Policy" means BPA's Policy on Determining Net Requirements of Pacific Northwest Utility Customers Under Sections 5(b)(1) and 9(c) of the

Commented [RMM3]: Please see the [Definitions Tracker](#) posted on the external website.

Commented [OJ(P64): In the January or February workshops, we will need to discuss if we want to carry forward this practice. At this time, for the December 19 draft template release, BPA has not bolded any definitions.

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Northwest Power Act issued May 23, 2000, and its revisions or successors.
[LF, SL, BL]

- 2.«#» “7(i) Process” means a public process conducted by BPA, pursuant to Section 7(i) of the Northwest Power Act, 16 U.S.C. § 839e(i), or its successor, to establish rates for the sale of power and other products. [LF, SL, BL]
- 2.«#» “Above-CHWM Load” means the forecasted portion of a customer’s Preliminary Net Requirement that is in excess of the customer’s CHWM, if any, as determined in the Above-CHWM Load Process. [LF, SL, BL]
- 2.«#» “Above-CHWM Load Process” means the public process conducted during each Forecast Year, in which BPA will calculate the following values for the upcoming Rate Period: (1) each customer’s Preliminary Net Requirement; (2) adjusted CHWMs ; and (3) each customer’s Above-CHWM Load. [LF, SL, BL]
- 2.«#» “Actual BOS Generation” means the actual generation produced by the BOS Complex, as adjusted for actual Designated System Obligations and RCHWM CHWM Modeled Augmentation. [SL]
- 2.«#» “Actual Slice Output Energy” or “ASOE” means the actual amount of «Customer Name»’s Slice Output Energy BPA makes available to «Customer Name» at the Scheduling Points of Receipt. [SL]
- 2.«#» “Annexed Load” means existing load, distribution system (regardless of voltage), or service territory «Customer Name» acquires after the Effective Date from another utility, by means of annexation, merger, purchase, trade, or other acquisition of rights, the acquisition of which has been authorized agreement between the impacted utilities or by a final state, regulatory, or court action. The Annexed Load must be served from distribution facilities of any voltage that are owned or acquired by «Customer Name». [LF, SL, BL]
- 2.«#» “Annual Net Requirement” means BPA’s forecast of «Customer Name»’s Net Requirement for each Fiscal Year that results from the process established in section 1 of Exhibit A and is shown in the table in section 1.2 of Exhibit A. [SL, BL]
- 2.«#» “Average Megawatts” or “aMW” means the amount of electric energy in megawatt-hours (MWh) during a specified period of time divided by the number of hours in such period. [LF, SL, BL]
- 2.«#» “Balance of System” or “BOS” means the Tier 1 System Resources other than the six Simulator Projects net of Designated System Obligations. Customers receive a share of the BOS complex in three different ways: via BOS Base Energy, BOS Deviation Return and BOS Flexibility. [SL]

Commented [OJ(P65)]: Please note that for purposes of this Dec. 19th template release, BPA has indicated whether these definitions will be included in the Load Following (LF), Slice/Block (SL) and/or Block (BL) contract templates. And for purposes of this Dec. 19th template release, BPA has not attempted to give specific numbers to the definitions.

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- 2.«#» “Balancing Authority” means the responsible entity that integrates resource plans ahead of time, maintains demand and resource balance within a Balancing Authority Area, and supports interconnection frequency in real time. *[LF, SL, BL]*
- 2.«#» “Balancing Authority Area” means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area. *[LF, SL, BL]*
- 2.«#» “Block” or “Block Product” means a planned amount of Firm Requirements Power sold to «Customer Name» to meet a portion of its regional consumer load pursuant to the terms set forth in section 4 of this Agreement. *[SL, BL]*
- 2.«#» “BOS Base” means the forecast generation amounts available from the BOS Complex, as adjusted by BPA for forecast Tier 1 System Obligations and CHWM Modeled Augmentation. *[SL]*
- 2.«#» “BOS Complex” or “Balance of System Complex” means the Tier 1 System Resources, except those resources that comprise the Coulee-Chief Complex and Lower Columbia Complex. *[SL]*
- 2.«#» “BOS Deviation Account” means the account BPA maintains that quantifies the cumulative amount, expressed in megawatt days, by which «Customer Name»’s hourly BOS Base schedules deviate from the amount determined by multiplying «Customer Name»’s Slice Percentage by the hourly Actual BOS Generation. *[SL]*
- 2.«#» “BOS Deviation Return” means the energy amounts associated with the reduction of «Customer Name»’s BOS Deviation Account balance. *[SL]*
- 2.«#» “BOS Flex” means the amount by which the BOS Base can reasonably be reshaped within a given calendar day by utilizing the flexibility available from the Lower Snake Complex. *[SL]*
- 2.«#» “BOS Module” means the POCSA module that is used to determine «Customer Name»’s Slice Output Energy and Delivery Limits available from the BOS Complex. *[SL]*
- 2.«#» “Business Day(s)” every Monday through Friday, except federal holidays. *[LF, SL, BL]*
- 2.«#» “Bypass Spill” means Spill that occurs at a hydroelectric project associated with lock operations, leakage and fish bypass systems. *[SL]*
- 2.«#» “CGS Displacement” shall have the meaning as defined in section 5.8.1.2. *[SL]*

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- 2.«#» “CHWM Contract” means the power sales agreement between a customer and BPA that contains a Contract High Water Mark (CHWM), and under which the customer purchases power from BPA at rates established by BPA in accordance with the PRDM. [LF, SL, BL]
- 2.«#» “CHWM Implementation Policy” means the policy that documents the process details around the FY 2026 CHWM Calculation Process and Above-CHWM Load Process. [LF, SL, BL]
- 2.«#» “CHWM Modeled Augmentation” means a PRDM construct of a flat annual block of power used to establish the simulated Slice capability. [SL]
- 2.«#» “CHWM System” means the annual Tier 1 Firm System Output, reduced for annual Designated System Obligations plus annual CHWM Modeled Augmentation as determined in each 7(i) Process. [SL]
- 2.«#» “Columbia Generating Station” or “CGS” shall have the meaning as defined in section 5.8.1.1. [SL]
- 2.«#» “Committed Power Purchase Amount” means an amount of firm energy, listed in sections 3 and 4 of Exhibit A, that «Customer Name» has agreed to supply and use to serve its Total Retail Load. Such amount is not attributed to a Specified Resource. [LF, SL, BL]
- 2.«#» “Consumer-Owned Resource” means a Generating Resource connected to «Customer Name»’s distribution system (regardless of voltage) from which the output is owned by a retail consumer, has a nameplate capability greater than 1.000 megawatt, is operated to serve load, and is not operated occasionally or intermittently as a back-up energy source at times of maintenance or forced outage. Consumer-Owned Resource does not include a resource where the owner of the resource is a retail consumer that exists solely for the purpose of selling wholesale power and for which «Customer Name» only provides incidental station service energy for local use at the retail consumer’s generating plant for uses such as lighting, heat and the operation of auxiliary equipment. [LF, SL, BL]
- 2.«#» “Contract High Water Mark” or “CHWM” means the amount of Firm Requirements Power (expressed in annual Average Megawatts) that a customer is eligible to access at Tier 1 Rates. The amount of Firm Requirements Power a customer purchases at Tier 1 Rates is limited to the lesser of its CHWM or its Net Requirement. [LF, SL, BL]
- 2.«#» “Coulee-Chief Complex” means the two hydroelectric projects located in the middle reach of the Columbia River, consisting of Grand Coulee and Chief Joseph. [SL]

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- 2.«#» “Customer Inputs” means the discharge, elevation, or generation requests at each of the Simulator Projects that «Customer Name» submits as inputs to the Simulator pursuant to section 3.3 of Exhibit L. *[SL]*
- 2.«#» “Dedicated Resource” means a Specified Resource or a Committed Power Purchase Amount listed in Exhibit A that «Customer Name» is required by statute to provide or obligates itself to provide under this Agreement for use to serve its Total Retail Load. *[LF, SL, BL]*
- 2.«#» “Default User Interface” or “DUI” shall have the meaning as defined in section 5.9.1.1. *[SL]*
- 2.«#» “Delivery Limits” means the limits that govern the availability of Slice Output and the scheduling of Slice Output Energy by «Customer Name» as determined by BPA, and implemented through the POCSA. *[SL]*
- 2.«#» “Designated System Obligations” means the set of obligations specified in Table 3-2 of the PRDM, that: (1) are directly assigned to the generation output or capability of the Tier 1 System Resources; or (2) are incurred because of contracts, operational obligations, memorandums of agreement, treaties, statutes, regulations, court orders, or executive orders, individually or in combination, that create a firm obligation for the Tier 1 System Resources. Designated System Obligations also includes the portion of BPA’s ancillary and control area service obligations that are provided from the Tier 1 System Resources. *[SL]*
- 2.«#» “DFS Excess Amount” means the amount by which the scheduled generation from a Specified Renewable Resource listed in section 2.3.6.1 for the applicable period is greater than the Planned Resource Amount of such Specified Renewable Resource, but is less than or equal to the Operating Maximum of such Specified Renewable Resource. *[SL]*
- 2.«#» “DFS Support Amount” TBD *[SL]*
- 2.«#» “Dispatchable Resource” means a Specified Resource from which generation amounts can be intentionally increased or decreased by the resource owner or operator, and which has capacity capability greater than the energy capability as defined in Exhibit J. *[LF]*
- 2.«#» “Diurnal Flattening Service” or “DFS” TBD *[LF, SL, BL]*
- 2.«#» “Diurnal” means the division of hours within a month between Heavy Load Hours (HLH) and Light Load Hours (LLH). *[LF, SL, BL]*
- 2.«#» “Due Date” shall have the meaning as described in section 16.2. *[LF, SL, BL]*

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- 2.##» “Effective Date” means the date on which this Agreement has been signed by both «Customer Name» and BPA. [LF, SL, BL]
- 2.##» “Elective Spill” means Spill other than Bypass Spill or Fish Spill that occurs at a hydroelectric project and is within such project’s available turbine capacity such that the Spill may otherwise be utilized to produce energy. [SL]
- 2.##» “Eligible Annexed Load” means an Annexed Load: (1) that is added after the Effective Date, and (2) for which «Customer Name» did not receive a CHWM addition pursuant to section 1.2.2 of Exhibit B. [LF]
- 2.##» “Environmental Attributes” shall have the meaning as defined in section 2 of Exhibit H. [LF, SL, BL]
- 2.##» “Existing Resource” means a Specified Resource listed in section 2 of Exhibit A that «Customer Name» was obligated by contract or statute to use to serve «Customer Name»’s Total Retail Load prior to October 1, 2023. [LF, SL, BL]
- 2.##» “Federal Columbia River Power System” or “FCRPS” means the integrated power system that includes, but is not limited to, the transmission system constructed and operated by BPA and the hydroelectric dams in the Pacific Northwest constructed and operated by the U.S. Army Corps of Engineers and the Bureau of Reclamation. [LF, SL, BL]
- 2.##» “Federal Operating Decision” means a decision made by the U.S. Army Corps of Engineers, the Bureau of Reclamation, BPA, or the United States Entity of the Columbia River Treaty, in accordance with the authority of each such entity, and as needed to meet Designated System Obligations not already reflected in the Simulator or BOS Module, that establishes the permissible range of operations for any project or projects that comprise the FCRPS. [SL]
- 2.##» “FERC” means the Federal Energy Regulatory Commission, or its successor. [LF, SL, BL]
- 2.##» “Firm Requirements Power” means electric power that BPA sells under this Agreement and makes continuously available to «Customer Name» to meet BPA’s obligations to «Customer Name» under Section 5(b) of the Northwest Power Act. [LF, SL, BL]
- 2.##» “Firm Slice Amount” means a customer’s Slice Percentage multiplied by the CHWM System. [SL]
- 2.##» “Fiscal Year” or “FY” means the period beginning each October 1 and ending the following September 30. [LF, SL, BL]

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- 2.«#» “Fish Spill” means Spill that occurs at a hydroelectric project in order to maintain compliance with established fish passage criteria, such as those criteria set forth in biological opinions. *[SL]*
- 2.«#» “Flat Annual Shape” means a distribution of energy having the same Average Megawatt value of energy in each month of the year. *[LF, SL, BL]*
- 2.«#» “Flat Within-Month Shape” means a distribution of energy having the same Average Megawatt value of energy in each Diurnal period of the month. *[LF, SL, BL]*
- 2.«#» “Forced Outage” TBD *[LF, SL]*
- 2.«#» “Forced Outage Reserve Service” or “FORS” means a service that provides an agreed-to amount of capacity and energy during forced outages and other specific events of a qualifying resource. *[LF, SL, BL]*
- 2.«#» “Forecast Year” means the Fiscal Year ending one full year prior to the commencement of a Rate Period. *[LF, SL, BL]*
- 2.«#» “FY 2026 CHWM Calculation Process” means the public process where BPA shall calculate each customer’s CHWM in accordance with section 2.4 of the Provider of Choice Policy, March 2024, as amended or revised. *[LF, SL, BL]*
- 2.«#» “Generating Resource” means any source or amount of electric power from an identified electricity-producing unit, and for which the amount of power received by «Customer Name» or «Customer Name»’s retail consumer is determined by the power produced from such identified electricity-producing unit. Such unit may be owned by «Customer Name» or «Customer Name»’s retail consumer in whole or in part, or all or any part of the output from such unit may be owned for a defined period by contract. *[LF, SL, BL]*
- 2.«#» “H/K” means, prospectively, a hydroelectric project’s water-to-energy conversion factor used to forecast such project’s potential energy production per unit of turbine discharge, expressed as MW per kcfs, or retrospectively, for any given period of time, the value equal to a hydroelectric project’s average Net Generation divided by such project’s average turbine discharge, expressed as MW per kcfs. *[SL]*
- 2.«#» “Hard Operating Constraint” means an Operating Constraint that may not be exceeded without express consent from project operators, owners, or other federal agencies responsible for establishing such Operating Constraints.
- 2.«#» “Heavy Load Hours” or “HLH” means hours ending 0700 through 2200 hours Pacific Prevailing Time (PPT), Monday through Saturday, excluding holidays as designated by the North American Electric Reliability Corporation (NERC). BPA may update this definition as necessary to conform to

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standards of the Western Electricity Coordinating Council (WECC), North American Energy Standards Board (NAESB), or NERC. [LF, SL, BL]

2.«#» “HLH Diurnal Shape” means a distribution of energy between the Diurnal periods in which more megawatt-hours per hour are applied in the Heavy Load Hour (HLH) periods than megawatt-hours per hour applied in the Light Load Hour (LLH) periods. Such distributions are determined by «Customer Name» consistent with section 8 of Exhibit A. [LF]

2.«#» “Hydraulic Link Adjustment” means the adjustment to «Customer Name»’s simulated McNary inflow that is equal to the difference between «Customer Name»’s Calibrated Simulator Discharge for Chief Joseph and the measured Chief Joseph discharge, pursuant to section 3.7 of Exhibit M. [SL]

2.«#» “Interchange Points” means the points where Balancing Authority Areas interconnect and at which the interchange of energy between Balancing Authority Areas is monitored and measured. [LF, SL, BL]

2.«#» “Issue Date” shall have the meaning as described in section 16.1. [LF, SL, BL]

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

2.«#» “Light Load Hours” or “LLH” means: (1) hours ending 0100 through 0600 and 2300 through 2400 hours PPT, Monday through Saturday, and (2) all hours on Sundays and holidays as designated by NERC. BPA may update this definition as necessary to conform to standards of the WECC, NAESB, or NERC. [LF, SL, BL]

2.«#» “Low Voltage Segment” means the facilities of a Third-Party Transmission Provider that are below 34.5kV. [LF, SL, BL]

2.«#» “Lower Columbia Complex” or “LCOL Complex” means the four hydroelectric projects located on the lower reach of the Columbia River, consisting of McNary, John Day, The Dalles, and Bonneville. [SL]

2.«#» “Lower Snake Complex” or “LSN Complex” [SL]

2.«#» “Maximum Potential CHWM” shall have the meaning as defined in section 1.2.5 of Exhibit B. [LF, SL, BL]

2.«#» “Monthly Reimbursement Value” [SL]

2.«#» “Net Requirement” means the amount of electric power that a customer may purchase from BPA to serve its Total Retail Load, minus amounts of its

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Dedicated Resources shown in Exhibit A, as determined consistent with Section 5(b)(1) of the Northwest Power Act. [LF, SL, BL]

2.«#» “Network Resource” shall have the meaning as defined in section 1 of Exhibit G. [LF, SL, BL]

2.«#» “New Large Single Load” or “NLSL” shall have the meaning as specified in section 3(13) of the Northwest Power Act and in BPA’s NLSL policy. [LF, SL, BL]

2.«#» “New Resource” means: (1) a Specified Resource listed in section 2 of Exhibit A that «Customer Name» was or is first obligated by contract, or was or is obligated by statute, to use to serve «Customer Name»’s Total Retail Load after September 30, 2023, and (2) any Committed Power Purchase Amounts listed in Exhibit A. [LF, SL, BL]

2.«#» “New Resource Rate” or “NR” means the rate for requirements firm power sold to an investor-owned utility (IOU) or Public customer pursuant to Section 7(f) of the Northwest Power Act, 16 U.S.C. § 839e(c). [LF, SL, BL]

2.«#» “Northwest Power Act” means the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. § 839 et seq., Public Law No. 96-501, as amended. [LF, SL, BL]

2.«#» “On-Site Consumer Load” means the load of an identified retail consumer of «Customer Name» that is electrically interconnected at the same Point of Delivery to «Customer Name»’s system with a Consumer-Owned Resource of that same identified retail consumer. Such load does not utilize BPA or Third-Party Transmission Provider transmission facilities to deliver the generation from the Consumer-Owned Resource to the consumer load. [LF, SL, BL]

2.«#» “Open Access Transmission Tariff” or “OATT” means a transmission provider’s transmission tariff that has been accepted by FERC and that FERC has ruled is consistent with or superior to FERC’s pro forma OATT for purposes of reciprocity, or that is substantially similar to FERC’s pro forma OATT. [LF, SL, BL]

2.«#» “Operating Constraints” means the operating limits, project operating requirements, and non-power constraints that are the result of implementing Federal Operating Decisions or Prudent Operating Decisions. [SL]

2.«#» “Operating Maximum” means the highest level of power generation for a Specified Renewable Resource that is established for the applicable period pursuant to section 2.3.6.2 as the maximum hourly power delivery amount when the Specified Renewable Resource is operating. [SL]

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- 2.##> “Operating Rule Curves” or “ORC” means the forebay operating limits established for a reservoir pursuant to operating agreements in effect, and as modified to reflect Operating Constraints, that are used to determine such reservoir’s upper forebay operating limit (upper ORC) or lower forebay operating limit (lower ORC). *[SL]*
- 2.##> “Peak Load Variance Service” or “PLVS” means a resource-capacity planning-based service for instances when planned load exceeds expected load forecast values. *[BL]*
- 2.##> “Planned NLSL” means the load at a facility that BPA and a customer have agreed, pursuant to the provisions of Section V.B. of the April 2001 Bonneville Power Administration New Large Single Load Policy or its successor (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 Resource Amount” means the expected level of power generation for a Specified Renewable Resource that is established for the applicable period pursuant to section 2.3.6.2 as the expected hourly power delivery amount when the Specified Renewable Resource is operating. *[SL]*
- 2.##> “Point of Delivery” or “POD” means the point where power is transferred from a transmission provider to «Customer Name». *[LF, SL, BL]*
- 2.##> “Point of Metering” or “POM” means the point at which power is measured. *[LF, SL, BL]*
- 2.##> “Potential NLSL” means a load at a single facility that BPA determines is capable of growing ten Average Megawatt or more in a consecutive 12-month monitoring period that may qualify as an NLSL. *[LF, SL, BL]*
- 2.##> “Power Services” means the organization, or its successor organization, within BPA that is responsible for the management and sale of BPA-provided electric power. *[LF, SL, BL]*
- 2.##> “Preliminary Net Requirement” means the forecasted portion of a customer’s annual Net Requirement that BPA uses to calculate the customer’s Above-CHWM Load for each Fiscal Year. Preliminary Net Requirement is determined as the forecasted annual Total Retail Load less Existing Resources, NLSLs, Specified Resources added to Tier 1 Allowance Amount, and Consumer-Owned Resources serving On-Site Consumer Load, as determined in the Above-CHWM Load Process. *[SL, BL]*
- 2.##> “Primary Points of Receipt” shall have the meaning as defined in section 14.1. *[LF, SL, BL]*

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- 2.## “Project Storage Bounds” or “PSB” means the Storage Content amounts associated with the upper ORC and lower ORC in effect at a project. *[SL]*
- 2.## “Provider of Choice Slice Application” or “POCSA” means BPA’s proprietary computer hardware, software and related processes, developed, updated, and maintained by BPA and consisting of: (1) the Simulator; (2) the BOS Module; (3) the Default User Interface; (4) The Customer Facing Interface, and (5) other related processes, including but not limited to communications, scheduling, electronic tagging and accounting for Slice Output Energy, all as described in Exhibit L. *[SL]*
- 2.## “Prudent Operating Decision” means a decision made by Power Services operations staff, in their exercise of reasonable judgment, that modifies the operating range applied to any project or projects that comprise the FCRPS for the purpose of meeting any BPA obligation, including but not limited to Federal Operating Decisions, except actions taken by Power Services solely to sell surplus power to loads BPA is not contractually obligated to serve under section 5 of the Northwest Power Act. Prudent Operating Decisions are applied for a finite period of time and in a manner that proportionally affects the amount of power from such project or projects that is available to BPA, to «Customer Name» under this Agreement, and to other Slice Customers under their respective Slice/Block Power Sales Agreements. *[SL]*
- 2.## “Public Rate Design Methodology” or “PRDM” means the methodology describing the manner in which BPA will collect a portion of its revenue requirement from Public customers with a CHWM Contract through a combination of charges, credits, fees, and discounts, as well as the terms and conditions related to any potential changes to the methodology. *[LF, SL, BL]*
- 2.## “Rate Case Year” means the Fiscal Year ending prior to the commencement of a Rate Period. The Rate Case Year immediately follows the Forecast Year and is the year in which the 7(i) Process for the next Rate Period is conducted. *[LF, SL, BL]*
- 2.## “Rate Period” means the period of time during which a specific set of rates established by BPA pursuant to the PRDM is intended to remain in effect. *[LF, SL, BL]*
- 2.## “Region” means the Pacific Northwest as defined in section 3(14) of the Northwest Power Act. *[LF, SL, BL]*
- 2.## “Renewable Energy Certificates” or “RECs” shall have the meaning as defined in section 2 of Exhibit H. *[LF, SL, BL]*
- 2.## “Requirements Slice Output” or “RSO” means, for each month, the portion of «Customer Name»’s Slice Output Energy that is equal to the lesser of: (1) «Customer Name»’s Firm Slice Amount for such month; (2) «Customer

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Name's Annual Net Requirement for such month, less monthly amounts purchased under the Block Product, as specified in Exhibit C; or
(3) «Customer Name's Total Retail Load metered for such month, less «Customer Name's Dedicated Resources shown in Exhibit A for such month and less monthly amounts purchased under the Block Product, as specified in Exhibit C. [SL]

2.«#» "Resource Diurnal Shape" means a distribution of energy within each Diurnal period that a Specified Resource is expected to produce, as agreed to by the Parties in accordance with section 3.4.1(1). [LF]

2.«#» "Resource Monthly Shape" means a distribution of energy within each month that a Specified Resource is expected to produce, as agreed to by the Parties in accordance with section 3.4.1(1). [LF]

2.«#» "Resource Support Services" or "RSS" means a suite of services BPA Power Services provides to integrate federal and non-federal resources defined in the CHWM Contract and priced in each regular 7(i) Process consistent with section 6 of the PRDM. [LF, SL, BL]

2.«#» "Scheduling Hour XX" means the 60-minute period ending at XX:00. For example, Scheduling Hour 04 means the 60-minute period ending at 4:00 a.m. [SL]

2.«#» "Scheduling Points of Receipt" shall have the meaning as defined in section 14.1. [LF, SL, BL]

2.«#» "Secondary Crediting Service" or "SCS" TBD [LF]

2.«#» "Secondary Energy" TBD [LF]

2.«#» "Shaping Capacity" means as established in section 1.4 of Exhibit C, when applicable. Establishes an hourly range for each month within which a customer may reshape the hourly energy amount of its Block purchase, on a day ahead basis. [BL]

2.«#» "Shortfall Energy" TBD [LF]

2.«#» "Simulated Operating Scenario" means the simulated operation of the Simulator Projects, including the discharge amounts, generation amounts, and forebay elevations, as determined by the Simulator. [SL]

2.«#» "Simulated Output Energy Schedule(s)" means the amount of energy that is calculated by the Simulator as «Customer Name's simulated generation amount associated with each Simulator Project. [SL]

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- 2.«#» “Simulator” or “Slice Water Routing Simulator” means the POCSA module used to determine «Customer Name»’s Slice Output and Delivery Limits available from the Simulator Projects. *[SL]*
- 2.«#» “Simulator Parameters” means the operating parameters applicable to the Simulator Projects and which BPA develops as inputs to the Simulator to reflect Operating Constraints, pursuant to section 3.2 of Exhibit M. *[SL]*
- 2.«#» “Simulator Pass Date” shall have the meaning as defined in section 5.9.1. *[SL]*
- 2.«#» “Simulator Performance Test” shall have the meaning as defined in section 5.9.1. *[SL]*
- 2.«#» “Simulator Project(s)” means any of the hydroelectric projects represented in the Simulator, including those projects that comprise the Coulee-Chief Complex and the Lower Columbia Complex. *[SL]*
- 2.«#» “Slice Customer” means a customer that is purchasing the Slice Product pursuant to the Slice/Block CHWM Contract. *[SL]*
- 2.«#» “Slice Operating Day” means a current day of actual electric service from the CHWM System to load. *[SL]*
- 2.«#» “Slice Operations Forum” or “SOF” means the group that includes representatives from BPA, «Customer Name», and all other Slice Customers established pursuant to section 5.12. *[SL]*
- 2.«#» “Slice Output” means the quantities of energy, peaking energy, storage, and ramping capabilities available from the Tier 1 System Resources, as adjusted for Tier 1 System Obligations and established pursuant to the POCSA, that «Customer Name» is entitled to purchase under the Slice Product, as determined by applying «Customer Name»’s Slice Percentage to such quantities. *[SL]*
- 2.«#» “Slice Output Energy Request” or “SOER” means the amount of Slice Output Energy «Customer Name» requests that BPA makes available for any given hour as established per section 7 of Exhibit L. *[SL]*
- 2.«#» “Slice Output Energy” means the energy made available to «Customer Name» under the Slice Product. *[SL]*
- 2.«#» “Slice Percentage” means the percentage used to determine the amount of the Slice Product a customer purchases, pursuant to its CHWM Contract. *[SL]*
- 2.«#» “Slice Product End Date” means the earlier of (1) 2400 hours Pacific Prevailing Time on September 30, 2044, or (2) the effective date of a

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conversion to another power product under section 11 of this Agreement, or
(3) the date of termination of this Agreement. *[SL]*

2.«#» “Slice Product” means the power product defined in section 5 of the CHWM
Contract with the Slice/Block purchase obligation. *[LF, SL, BL]*

2.«#» “Slice Scheduling Day” means the applicable day that final Customer Inputs
are submitted for a given Slice Operating Day. The Slice Scheduling Day
occurs the calendar day before the Slice Operating Day. *[SL]*

2.«#» “Slice True-Up Adjustment Charge” means the amount charged to each Slice
Product customer determined in accordance with section 2.7 of the PRDM.
[SL]

2.«#» “Slice/Block Power Sales Agreement” *[SL]*

2.«#» “Slice/Block Product” means «Customer Name»’s purchase obligation under
the Slice Product and the Block Product to meet its regional consumer load
obligation as described in section 3.1. *[LF, SL, BL]*

2.«#» “Small Utility Adjustment” means the subsequent CHWM adjustment as
provided in section 2.4.2.1 of the Provider of Choice Policy, March 2024, as
amended or revised. *[LF, SL, BL]*

2.«#» “Soft Operating Constraint” means an Operating Constraint, other than a
Hard or Absolute Operating Constraint, that is to be achieved on a day-ahead
planning basis, but may be exceeded after coordinating with project
operators, owners, or other federal agencies responsible for establishing such
Operating Constraints. *[SL]*

2.«#» “Specified Renewable Resource” means a Specified Resource that has been
established as renewable in the Northwest Power and Conservation Council’s
most recent Power Plan or other resources that the Parties agree are
renewable, such as biogas, biomass, geothermal, small hydro (nameplate
capability less than or equal to ten megawatts), landfill gas, ocean, solar or
wind resources. *[SL]*

2.«#» “Specified Resource” means a Generating Resource that has a nameplate
capability or maximum hourly purchase amount greater than
1,000 megawatt, that «Customer Name» is required by statute or has agreed
to use to serve its Total Retail Load. Each such resource is identified as a
specific Generating Resource listed in sections 2 and 4 of Exhibit A. *[LF, SL,
BL]*

2.«#» “Storage” means the ability of the Tier 1 System Resources to alter energy
production among hours, days, and months by impounding water or releasing
impounded water. *[SL]*

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- 2.##» “Storage Content” means the amount of water stored in a project’s reservoir, expressed in thousands of second-foot-days (ksfd). The Storage Content is typically calculated based on a conversion of such reservoir’s measured forebay elevation, expressed in feet, to ksf through the use of an established elevation-to-content conversion table. *[SL]*
- 2.##» “Storage Offset Adjustment” or “SOA” shall have the meaning as defined in section 2 of Exhibit M. *[SL]*
- 2.##» “Submitted Schedule” shall have the meaning as defined in section 3.7. *[LF]*
- 2.##» “Surplus Firm Power” means firm power that is in excess of BPA’s obligations, including those incurred under sections 5(b), 5(c), and 5(d) of the Northwest Power Act, as available. *[LF, SL, BL]*
- 2.##» “Surplus Slice Output” means, for any month, the amount of Slice Output Energy (and associated capacity) that is available to «Customer Name» under section 5 of this Agreement that exceeds «Customer Name»’s Requirements Slice Output for any such month. *[SL]*
- 2.##» “Third-Party Transmission Provider” means a transmission provider other than BPA that provides transmission service to serve «Customer Name» load. *[LF, SL, BL]*
- 2.##» “Tier 1 Allowance Amount” means the aggregate total nameplate capacity of qualifying Specified Resources listed in section 2 of Exhibit A that «Customer Name» is applying to offset its purchase obligation in accordance with section 3.5.2. *[LF, SL, BL]*
- 2.##» “Tier 1 Block Amounts” means the amount of Firm Requirements Power made available to «Customer Name» under the Block Product that is sold at Tier 1 Rates. *[LF, SL, BL]*
- 2.##» “Tier 1 Rate” shall have the meaning as described in section 8 of the PRDM. *[LF, SL, BL]*
- 2.##» “Tier 1 System” means the Tier 1 System Resources and Designated System Obligations. *[SL]*
- 2.##» “Tier 1 System Obligations” means the amount of energy and capacity that BPA forecasts for the Designated BPA System Obligations over a specific time period. *[SL]*
- 2.##» “Tier 1 System Resources” means the resources listed in Table 3-1 of the PRDM, as updated for any new resources, including market purchases, that BPA determines are needed to meet its CHWM obligations. *[SL]*

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- 2.«#» “Tier 2 Block Amounts” means the amount of Firm Requirements Power made available to «Customer Name» under the Block Product that is sold at Tier 2 Rates. [SL, BL]
- 2.«#» “Tier 2 Long-Term Rate” means a Tier 2 Rate at which customers may elect to purchase Firm Requirements Power in accordance with section 2.3 of Exhibit C. [LF, SL]
- 2.«#» “Tier 2 Rate” shall have the meaning as described in section 8 of the PRDM. [LF, SL, BL]
- 2.«#» “Tier 2 Short-Term Rate” means a Tier 2 Rate at which customers may elect to purchase Firm Requirements Power in accordance with section 2.4 of Exhibit C. [LF, SL, BL]
- 2.«#» “Tier 2 Vintage Rate” means a Tier 2 Rate(s) at which customers may elect to purchase Firm Requirements Power in accordance with section 2.5 of Exhibit C. [LF, SL, BL]
- 2.«#» “Total Retail Load” means all retail electric power consumption, including electric system losses, within a customer’s electrical system, excluding:
- (1) those loads BPA and the customer have agreed are non-firm or interruptible loads
 - (2) loads of other utilities served by such customer
 - (3) any loads not on such customer’s electrical system or not within such customer’s service territory, unless specifically agreed to by BPA. [LF, SL, BL]
- 2.«#» “Transfer Service” means the transmission, distribution and other services provided by a Third-Party Transmission Provider to BPA to serve customer load over its transmission system, as listed in Exhibit E. [LF, SL, BL]
- 2.«#» “Transfer Service Eligible Resource” means any (1) Dedicated Resource serving Total Retail Load, (2) Consumer-Owned Resource serving On-Site Consumer Load, or (3) any new non-federal resource pursuant to section 14.6.7. [LF, SL, BL]
- 2.«#» “Transmission Curtailment” shall have the meaning as defined in Exhibit F. [LF]
- 2.«#» “Transmission Curtailment Management Service” or “TCMS” means the service BPA will provide to customers with a qualifying resource when a

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Transmission Curtailment occurs between such resource and the customer load. [LF]

2.«#» “Transmission Event” shall have the meaning as defined in Exhibit F. [LF]

2.«#» “Transmission Scheduling Service” or “TSS” means the power scheduling service that BPA provides to «Customer Name» that allows BPA to manage certain aspects of «Customer Name»’s BPA Network Integration Transmission Service Agreement (BPA NT Agreement) with Transmission Services, to allow BPA to use the inherent flexibilities of «Customer Name»’s network rights in combination with other network customers’ rights to manage BPA’s power resources efficiently, and to provide seamless scheduling for Transfer Service customers. [LF]

2.«#» “Transmission Services” means the organization, or its successor organization, within BPA that is responsible for the management and sale of transmission service on the Federal Columbia River Transmission System. [LF, SL, BL]

2.«#» “Transmission System Delivery Plan” or “Delivery Plan” means the plan for each Dedicated Resource serving «Customer Name»’s load or Consumer-Owned Resource serving On-Site Consumer Load that states the transmission system of the load that resource will serve. [LF, SL, BL]

2.«#» “Uncontrollable Force” shall have the meaning as defined in section 18. [LF, SL, BL]

Include for **LOAD FOLLOWING** template:

Include for **LOAD FOLLOWING** template:

3. **LOAD FOLLOWING POWER PURCHASE OBLIGATION**

3.1 ~~Purchase~~ Obligation

3.1 **Purchase Obligation**

From October 1, 2028, and continuing through September 30, 2044, BPA shall sell and make available, and «Customer Name» shall purchase, Firm Requirements Power in hourly amounts equal to «Customer Name»’s hourly Total Retail Load minus the hourly firm energy from each of «Customer Name»’s Dedicated Resources listed in sections 2, 3, and 4 of Exhibit A and Consumer-Owned Resources listed in sections 7.1, 7.3, and 7.4 of Exhibit A. «Customer Name» shall determine the hourly firm energy from each of its Dedicated Resources pursuant to section 3.3. Such amounts of energy are subject to change pursuant to section 3.5 and section 10.

Commented [RMM6]: Section 3.1 was shared at workshop on Sept. 17 and Oct. 22.

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~~Exhibit A. «Customer Name» shall determine the hourly firm energy from each of its Dedicated Resources pursuant to section 3.3. Such amounts of energy are subject to change pursuant to section 3.5 and section 10.~~

3.2 **Take or Pay**

~~«Customer Name» shall pay for the Firm Requirements Power it is obligated to purchase and that BPA makes available under section 3.1, 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.~~

~~END LOAD FOLLOWING template.~~

~~Include in BLOCK template:~~

~~Option 1: Include if customer does not choose *Shaping Capacity*:~~

3. **BLOCK POWER PURCHASE OBLIGATION WITHOUT SHAPING CAPACITY**

~~«Customer Name» shall pay for the Firm Requirements Power it is obligated to purchase and that BPA makes available under section 3.1, 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.~~

3.3 **Application of Dedicated Resources**

~~«Customer Name» shall serve a portion of its Total Retail Load with the Dedicated Resources listed in Exhibit A as follows:~~

~~(1) Specified Resources that are Generating Resources, listed in section 2.1 of Exhibit A, and~~

~~(2) Committed Power __Purchase Amounts, listed in section 3.1 of Exhibit A.~~

~~«Customer Name» shall use its Dedicated Resources to serve its Total Retail Load and the Parties shall specify amounts of such Dedicated Resources in Exhibit A as stated below for each specific resource and type. BPA shall use the amounts listed in Exhibit A in determining «Customer Name»'s Net Requirement. The amounts listed are not intended to govern how «Customer Name» operates its Specified Resources, except for those resources applied to the Tier 1 Allowance Amount and those resources supported with RSS from BPA.~~

3.3.1 **Specified Resources**

3.3.1.1 **Application of Specified Resources**

~~«Customer Name» shall apply the output of all Specified Resources, listed in section 2 of Exhibit A, to «Customer Name»'s Total Retail Load in predefined hourly amounts consistent with section 3.7 except for those Specified Resources applied to «Customer Name»'s Tier 1 Allowance~~

Commented [RMM7]: Section 3.2, Take or Pay was shared at workshop on June 10, Sept. 17, and Oct. 22.

Commented [RMM8]: Section 3.3 was shared at the Sept. 9 and Oct. 9 workshops.

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~~Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources that «Customer Name» is supporting with RSS from BPA. For those Specified Resources applied to «Customer Name»'s Tier 1 Allowance Amount, «Customer Name» shall apply all of the output as it is generated to «Customer Name»'s Total Retail Load. «Customer Name» shall apply all Existing Resources that are Dispatchable Resources consistent with section «##» of Exhibit J. «Customer Name» shall apply all Specified Resources supported with RSS from BPA to «Customer Name»'s Total Retail Load consistent with section «##» of Exhibit J.~~

~~3.3.1.2~~ **Determining Specified Resource Amounts**

~~For each Specified Resource, BPA, in consultation with «Customer Name», shall determine firm energy amounts for each Diurnal period and peak amounts for each month beginning with the later of the date the resource was dedicated to load or October 1, 2028, through the earlier of the date the resource will be permanently removed or September 30, 2044 and list such amounts in section 2 of Exhibit A. BPA shall determine such amounts consistent with the 5(b)(9)(e) Policy, and using the allowable shapes established in section 3.4.~~

~~3.3.2~~ **Committed Power Purchase Amounts**

~~3.3.2.1~~ **Application of Committed Power Purchase Amounts**

~~To serve «Customer Name»'s Above CHWM Load that it commits to meet with Dedicated Resources in Exhibit C, «Customer Name» shall provide and use Committed Power Purchase Amounts to meet an amount of its load not met with its Specified Resources during each Rate Period. «Customer Name» shall apply its Committed Power Purchase Amounts, listed in section 2 of Exhibit A, to «Customer Name»'s Total Retail Load in predefined hourly amounts consistent with section 3.7.~~

~~3.3.2.2~~ **Determining Committed Power Purchase Amounts**

~~Consistent with «Customer Name»'s elections for service to its Above CHWM Load, by March 31 of each Rate Case Year BPA shall calculate and update the table in section 3.1.2 of Exhibit A with «Customer Name»'s Committed Power Purchase Amounts for each year of the upcoming Rate Period. BPA shall calculate such Committed Power Purchase Amounts using the Flat Within Month Shape. Upon termination or expiration of this Agreement any Committed~~

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~~Power Purchase Amounts listed in Exhibit A shall expire, and «Customer Name» shall have no further obligation to apply Committed Power Purchase Amounts.~~

~~3.3.2.3 Resource Adequacy Submittals for Committed Power Purchase Amounts~~

~~«Customer Name» shall provide BPA Committed Power Purchase Amount information necessary for BPA's compliance with regional resource adequacy planning requirements as specified in section 17.1 and section X of Exhibit J.~~

~~«Customer Name»'s failure to provide information under this section may result in charges or penalties as provided in the Wholesale Power Rate Schedules and GRSPs.~~

~~END LOAD FOLLOWING template~~

~~Include in BLOCK template:~~

~~Option 1: Include if customer does not choose Shaping Capacity:~~

~~3. BLOCK POWER PURCHASE OBLIGATION WITHOUT SHAPING CAPACITY~~

3.1 **Purchase Obligation**

From October 1, 2028, and continuing through September 30, 2044, BPA shall sell and make available, and «Customer Name» shall purchase, Firm Requirements Power in specific amounts to serve «Customer Name»'s forecasted Net Requirement listed in Exhibit A. The annual, monthly, Diurnal, and hourly amounts of Firm Requirements Power priced at Tier 1 Rates and Tier 2 Rates that «Customer Name» shall purchase from BPA are listed in Exhibit C.

On a planning basis «Customer Name» shall serve the portion of its Total Retail Load that is not served with Firm Requirements Power with Dedicated Resources listed in Exhibit A. Such amounts listed in Exhibit A are not intended to govern how «Customer Name» shall operate its Dedicated Resources.

End Option 1

Option 2: Include if customer chooses Shaping Capacity:

3. **BLOCK POWER PURCHASE OBLIGATION WITH SHAPING CAPACITY**

3.1 **Purchase Obligation**

From October 1, 2028, and continuing through September 30, 2044, BPA shall sell and make available, and «Customer Name» shall purchase, Firm Requirements Power in specific amounts, including Shaping Capacity in accordance with section 1.4 of Exhibit C, to serve «Customer Name»'s forecasted Net Requirement listed in Exhibit A. The annual, monthly

Commented [RMM9]: Section 3.1 was shared at workshop on Sept. 17 and Oct. 22.

Commented [RMM10]: Section 3.1 was shared at workshop on Sept. 17 and Oct. 22.

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Diurnal and hourly amounts of Firm Requirements Power priced at Tier 1 Rates and Tier 2 Rates are listed in Exhibit C.

On a planning basis «Customer Name» shall serve the portion of its Total Retail Load that is not served with Firm Requirements Power with Dedicated Resources listed in Exhibit A. Such amounts listed in Exhibit A are not intended to govern how «Customer Name» shall operate its Dedicated Resources.

End Option 2

3.2 **Take or Pay**

«Customer Name» shall pay for the Firm Requirements Power it is obligated to purchase and that BPA makes available under section 3.1, 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.

END BLOCK template.

Include in SLICE/BLOCK template:

3. **SLICE/BLOCK POWER PURCHASE OBLIGATION**

3.1 **Slice/Block Product Purchase Obligation**

From October 1, 2028, and continuing through September_30, 2044, BPA shall sell and make available, and «Customer Name» shall purchase the Slice/Block Product which includes: (1) a planned amount of Firm Requirements Power under the Block Product as set forth in sections 1 and 2 of Exhibit C; and (2) Slice Output under the Slice Product pursuant to section 5 and Exhibit K.

3.2 **Take or Pay**

«Customer Name» shall pay for (1)-the Firm Requirements Power under the Block Product that «Customer Name» is obligated to purchase and that BPA makes available under section 3.1(1), and (2)-the Slice Output including the Slice Output Energy under the Slice Product that «Customer Name» is obligated to purchase and that BPA makes available under section 3.1(2). «Customer Name» shall pay for such power at the rates BPA establishes in a 7(i) Process pursuant to the PRDM, whether or not «Customer Name» took delivery of such power.

END SLICE/BLOCK template.

Include in BLOCK and SLICE/BLOCK templatesLOAD FOLLOWING template:

3.3 **Application of Dedicated Resources**

«Customer Name» shall serve a portion of its Total Retail Load with the Dedicated Resources listed in Exhibit A as follows:

- (1) Specified Resources~~that are Generating Resources~~, listed in section 2 of Exhibit A, and

Commented [RMM11]: Section 3.2, Take or Pay was shared at workshop on June 10, Sept. 17, and Oct. 22.

Commented [RMM12]: Section 3.1 was shared at workshop on Sept. 17 and Oct. 22.

Commented [RMM13]: Section 3.2, Take or Pay was shared at workshop on June 10, Sept. 17, and Oct. 22.

Commented [RMM14]: Section 3.3 was shared at the Sept. 9 and Oct. 9 workshops.

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(2) Committed Power Purchase Amounts, listed in section 3.1 of Exhibit A, and,

«Customer Name» shall use its Dedicated Resources to serve its Total Retail Load, and the Parties shall specify amounts of such Dedicated Resources in Exhibit A as stated below for each specific resource and type. BPA shall use the amounts listed in Exhibit A in determining «Customer Name»'s Net Requirement. The amounts listed are not intended to govern how «Customer Name» operates its Specified Resources, except for those resources applied to the Tier 1 Allowance Amount and those resources supported with RSS from BPA.

3.3.1 Specified Resources

3.3.1.1 Application of Specified Resources

«Customer Name» shall apply the output of all Specified Resources, listed in section 2 of Exhibit A, to «Customer Name»'s Total Retail Load in predefined hourly amounts consistent with section 3.7 except for those Specified Resources applied to «Customer Name»'s Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources that «Customer Name» is supporting with RSS from BPA. For those Specified Resources applied to «Customer Name»'s Tier 1 Allowance Amount, «Customer Name» shall apply all of the output as it is generated to «Customer Name»'s Total Retail Load. «Customer Name» shall apply all Existing Resources that are Dispatchable Resources consistent with section «#» of Exhibit J. «Customer Name» shall apply all Specified Resources supported with RSS from BPA to «Customer Name»'s Total Retail Load consistent with section «#» of Exhibit J.

3.3.1.2 Determining Specified Resource Amounts

For each Specified Resource, BPA, in consultation with «Customer Name», shall determine firm energy amounts for each Diurnal period and peak amounts for each month beginning with the later of the date the resource was dedicated to load or October 1, 2028, through the earlier of the date the resource will be permanently removed or September 30, 2044, and list such amounts in section 2 of Exhibit A. BPA shall determine such amounts consistent with the 5(b)(9)(c) Policy, and using the allowable shapes established in section 3.4.

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3.3.2 Committed Power Purchase Amounts

3.3.2.1 Application of Committed Power Purchase Amounts

To serve «Customer Name»'s Above-CHWM Load that it commits to meet with Dedicated Resources in Exhibit C, «Customer Name» shall provide and use Committed Power Purchase Amounts to meet any amount of its load not met with its Specified Resources during each Rate Period. «Customer Name» shall apply its Committed Power Purchase Amounts, listed in section 3 of Exhibit A, to «Customer Name»'s Total Retail Load in predefined hourly amounts consistent with section 3.7.

3.3.2.2 Determining Committed Power Purchase Amounts

By March 31 of each Rate Case Year, BPA shall calculate and update the table in section 3.1.2 of Exhibit A with «Customer Name»'s Committed Power Purchase Amounts for each year of the upcoming Rate Period. BPA shall calculate such Committed Power Purchase Amounts using the monthly and Diurnal shapes stated in section 3.1.1 of Exhibit A. Upon termination or expiration of this Agreement, any Committed Power Purchase Amounts listed in Exhibit A shall expire, and «Customer Name» shall have no further obligation to apply Committed Power Purchase Amounts.

3.3.2.3 Resource Adequacy Submittals for Committed Power Purchase Amounts

«Customer Name» shall provide BPA Committed Power Purchase Amount information necessary for BPA's compliance with regional resource adequacy planning requirements as specified in section 17.1 and section X of Exhibit J.

«Customer Name»'s failure to provide information under this section may result in charges or penalties as provided in the applicable Wholesale Power Rate Schedules and GRSPs.

END LOAD FOLLOWING template.

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

3.3 Application of Dedicated Resources

«Customer Name» shall serve a portion of its Total Retail Load with the Dedicated Resources listed in Exhibit A as follows:

- (1) Specified Resources, listed in section 2 of Exhibit A, and
- (2) Committed Power Purchase Amounts, listed in section 3.1 of Exhibit A.

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«Customer Name» shall use its Dedicated Resources to serve its Total Retail Load and the Parties shall specify amounts of such Dedicated Resources in Exhibit A as stated below for each specific resource and type. BPA shall use the amounts listed in Exhibit A to determine «Customer Name»'s Net Requirement for each Fiscal Year. The amounts listed are not intended to govern how «Customer Name» operates its Specified Resources.

3.3.1 Specified Resources

3.3.1.1 Application of Specified Resources

«Customer Name» shall use the output of all Specified Resources, listed in section 2 of Exhibit A, to serve «Customer Name»'s Total Retail Load.

3.3.1.2 Determining Specified Resource Amounts

For each Specified Resource listed in section 2 of Exhibit A, BPA, in consultation with «Customer Name», shall determine firm energy amounts for each Diurnal period and peak amounts for each month beginning with the later of the date the resource was dedicated to load or October 1, 2028, through the earlier of the date the resource will be permanently removed or September 30, 2044. BPA shall determine such amounts consistent with the 5(b)/9(c) Policy. BPA shall incorporate the peak amounts for each month for each Specified Resource listed in section 2 of Exhibit A consistent with section 3.4.

3.3.2 Committed Power Purchase Amounts

3.3.2.1 Application of Committed Power Purchase Amounts

To serve «Customer Name»'s Above-CHWM Load that it commits to meet with Dedicated Resources in Exhibit C, «Customer Name» shall provide and use Committed Power Purchase Amounts to meet ~~an~~any amount of its load not met with its Specified Resources listed in section 2 of Exhibit A.

3.3.2.2 Determining Committed Power Purchase Amounts

~~Consistent~~By March 31 concurrent with BPA's calculation of «Customer Name»'s ~~elections for service to its Above CHWM Load, by September 15, 2028, and by each September 15 thereafter~~Net Requirement forecast, as provided in section 1.1 of Exhibit A, BPA shall calculate and fill in the tables in section 3.1 of Exhibit A with «Customer Name»'s Committed Power Purchase Amounts for the ~~upcoming Fiscal Year remaining year(s) of the Rate Period~~. Upon termination or expiration of this Agreement any Committed Power Purchase Amounts listed in Exhibit A shall expire, and

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«Customer Name» shall have no further obligation to apply Committed Power Purchase Amounts.

END BLOCK and SLICE/BLOCK templates.

Include for LOAD FOLLOWING template:

3.4 **Shaping of Dedicated Resources**

«Customer Name»'s Dedicated Resource amounts shall be shaped as follows:

Commented [RMM15]: Section 3.4 will be shared at a November workshop.

3.4.1 **Initial Monthly and Diurnal Resource Shapes**

~~The amounts for each BPA shall initially state «Customer Name»'s Dedicated Resource shall be first listed amounts~~ in Exhibit A with one of the following shapes:

(1) ~~Generating Specified~~ Resources in the amount of energy within each month and Diurnal period of a year each resource is expected to generate output as agreed to by the Parties; ~~and~~

~~(2) Contract Resources in equal megawatt amounts for each hour in a year~~

~~(3) Small Non-Dispatchable Resources in the amount of energy within each month and Diurnal period of a year each resource is expected to generate output as agreed to by the Parties.~~

~~(4) Unspecified Resource~~(2) Committed Power Purchase Amounts in equal megawatt amounts for each hour in a year.

3.4.2 **Reshaping Dedicated Resources**

~~By each Notice Deadline~~By July 31, 2027, and by July 31 of each Forecast Year thereafter, «Customer Name» may elect in writing, pursuant to section 3.4.3, to reshape its amounts of Dedicated Resources listed in sections 2-~~1, 2, 2,~~ and 3.1 of Exhibit A, except for those Specified Resources applied to «Customer Name»'s Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources «Customer Name» is supporting with DFS or SCSRSS from BPA, for the corresponding Purchasenext Rate Period. ~~After BPA receives such notice from «Customer Name» for the first Notice Deadline (November 1, 2009), BPA shall, by March 31, 2011, revise Exhibit A to reflect such written elections. After BPA receives such written notice from «Customer Name» for any subsequent Notice Deadline,~~ BPA shall, by the following March 31, revise Exhibit A to reflect such election.

~~If «Customer Name» elects the PNCA Update Shape for a hydro resource, then BPA shall update the shape of such resource annually, in accordance with such election, to be completed no later than September 15 preceding the start of the applicable Fiscal Year.~~

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3.4.3 Monthly and Diurnal Reshaping Options

Consistent with section 3.4.2, «Customer Name» may elect to reshape one or more of its Dedicated Resources using the allowable ~~monthly and Diurnal~~ shapes described below. If «Customer Name» elects to reshape its ~~DedicatedSpecified~~ Resources, then «Customer Name» shall elect both a monthly and a Diurnal shape for each ~~DedicatedSpecified~~ Resource that is reshaped. ~~If «Customer Name» elects to reshape its Committed Power Purchase Amounts, then the applicable monthly shape will be the Flat Annual Shape and «Customer Name» shall elect a Diurnal shape.~~

3.4.3.1 ~~GeneratingSpecified~~ Resources

For each ~~GeneratingSpecified~~ Resource listed in section 2.1 of Exhibit A «Customer Name» may elect to apply each resource₁ in any of the following shapes:

- (1) Monthly ~~Shapesshapes~~: (A) ~~Total Retail Load Monthly Shape; (B) Resource Monthly Shape; (C) (B) Flat Annual Shape; or (D) PNCA Update Shape if the resource is a hydro resource and is designated as a PNCA resource in section 2.1 of Exhibit A.~~
- (2) Diurnal ~~Shapesshapes~~: (A) Resource Diurnal Shape; (B) Flat Within-Month Shape; or (C) HLH Diurnal Shape.

3.4.3.2 ~~Contract Resources~~

~~For each Contract Resource listed in section 2.2 of Exhibit A «Customer Name» may elect to apply each resource in any of the following shapes:~~

- ~~(1) Monthly Shapes: (A) Total Retail Load Monthly Shape; or (B) Flat Annual Shape.~~
- ~~(2) Diurnal Shapes: (A) Flat Within Month Shape; or (B) HLH Diurnal Shape.~~

~~3.4.3.3 Unspecified Resource~~ Committed Power Purchase Amounts

«Customer Name» may elect to apply its ~~Unspecified Resource~~ Committed Power Purchase Amounts, listed in section 3.1 of Exhibit A, in ~~any~~either of the following Diurnal shapes: (A) Flat Within-Month Shape; or (B) HLH Diurnal Shape.

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~~(1) Monthly Shapes: (A) Total Retail Load Monthly Shape; or (B) Flat Annual Shape.~~

~~(2) Diurnal shapes: (A) Flat Within Month Shape; or (B) HLH Diurnal Shape.~~

~~3.4.4.4~~ **Super Peak Credit**

~~3.4.4.1~~ **Super Peak Period**

~~By September 30 of each Forecast Year BPA shall notify «Customer Name» in writing of the Super Peak Period for the upcoming Rate Period.~~

~~3.4.4.2~~ **Super Peak Amounts**

~~By October 31 of each Rate Case Year «Customer Name» shall notify BPA in writing of the monthly megawatt amounts of additional energy «Customer Name» elects to apply to its Total Retail Load for the upcoming Rate Period, for which «Customer Name» shall receive a Super Peak Credit. «Customer Name» shall establish such amounts from its Dedicated Resources consistent with section 9 of Exhibit A. After BPA receives such notification from «Customer Name» BPA shall revise the table in section 9 of Exhibit A, by March 31 of the same Rate Case Year, to reflect monthly amounts «Customer Name» submitted to BPA.~~

~~3.4.5~~ **Hourly Resource Shape**

~~«Customer Name» shall apply its Dedicated Resources listed stated in sections 2.1, 2.2, and 3.1 of Exhibit A, except for those Specified Resources «Customer Name» is supporting with DFS or SCS from BPA, shall be provided in equal megawatt amounts during all LLH of a month and in equal megawatt amounts during all HLH of a month, unless «Customer Name» reshapes its HLH amounts pursuant to section 3.4.4. If «Customer Name» reshapes its HLH amounts pursuant to section 3.4.4, then «Customer Name»'s Dedicated Resources shall be provided in (1) equal megawatt amounts during all LLH of a month, (2) equal megawatt amounts during all HLH of a month except for those Specified Resources applied to «Customer Name»'s Tier 1 Allowance Amount, those Existing Resources that are not in the Super Peak Period, and (3) equal megawatt amounts during all HLH of a month that are in the Super Peak Period. The hourly amounts provided in the Super Peak Period shall reflect the additional energy amounts listed in section 9 of Exhibit A Dispatchable Resources, and those Specified Resources «Customer Name» is supporting with RSS from BPA.~~

END LOAD FOLLOWING template.

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

3.4 **Peak Amount Methodologies**

3.4.1—Standard for Calculating Resource Peak Amounts

~~The peak amounts for «Customer Name»'s Specified Resources will be stated at a future time in Exhibit A. Such resource peak amounts will be developed contemporaneously and consistent with the determination of peak energy amounts pursuant to Section 3.4.2. If BPA determines it is necessary to update such resource peak amounts in order to incorporate different resource peaking capability determination standards, then BPA may, consistent with BPA's 5(b)(9)(c) Policy and in accordance with section 3.4.3, develop and apply such revised resource peaking capability determination standards.~~

~~END BLOCK and SLICE/BLOCK template.~~

Include in **BLOCK** template:

3.4.2—Method for Determining Peak Energy Amounts

~~The amounts of peaking energy «Customer Name» has purchased to meet its firm power load will be stated at a future time in Exhibit A. Until such time that peak energy amounts are stated in Exhibit A, the amounts of peaking energy available to «Customer Name» are as provided in Exhibit C. BPA may adopt a methodology for calculating the amounts of peaking energy available to «Customer Name» under this Agreement. Before peak energy amounts may be applied in Exhibit A, BPA shall: (1) complete a process to adopt a methodology, pursuant to section 3.4.3, which shall include a calculation of «Customer Name»'s total peak load, «Customer Name»'s peaking energy capability from its resources, and BPA's peaking energy capability for the Federal system, and (2) upon completion of such process, in consultation with «Customer Name», calculate the peak energy amounts in accordance with the methodology adopted and enter such amounts into Exhibit A. The application of any such methodology shall not by itself reduce BPA's obligation to provide peaking energy otherwise available under this Agreement to less than «Customer Name»'s net requirement peak stated in Exhibit A. BPA and «Customer Name» shall take such actions and make such modifications needed to timely implement any such methodology.~~

~~END BLOCK template.~~

Include in **SLICE/BLOCK** template:

3.4.2—Method for Determining Peak Energy Amounts

~~The amounts of peaking energy «Customer Name» has purchased to meet its firm power load will be stated at a future time in Exhibit A. Until such time that peak energy amounts are stated in Exhibit A, the amounts of peaking energy available to «Customer Name» are as provided under the Block Product and as calculated by the Slice~~

Commented [RMM16]: Section 3.4 will be shared at a November workshop.

Commented [FS(P617): Section 3.4 "Peak Amount Methodologies" is still being considered and may no longer apply.

Dedicated Resources peak amounts in Ex A will be established using WRAP Resource QCC pursuant to resource declaration parameters.

Block with PNR Shaping Capacity is the only product where the dedicated resource peak amounts are used in calculations to establish amounts of power or PF billing determinants. Ex A will have a provision for customers that elect Block with PNR Shaping Capacity that states by March 31 BPA will update the dedicated resource peak amounts concurrently with the customer's Net Requirement.

BPA will provide additional details in January workshops.

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~~Computer Application. BPA may adopt a methodology for calculating the amounts of peaking energy available to «Customer Name» under this Agreement. Before peak energy amounts may be applied in Exhibit A, BPA shall: (1) complete a process to adopt a methodology, pursuant to section 3.4.3, which shall include a calculation of «Customer Name's total peak load, «Customer Name's peaking energy capability from its resources, and BPA's peaking energy capability for the Federal system, and (2) upon completion of such process, in consultation with «Customer Name», calculate the peak energy amounts in accordance with the methodology adopted and enter such amounts into Exhibit A. The application of any such methodology shall not by itself reduce BPA's obligation to provide peaking energy otherwise available under this Agreement to less than «Customer Name's net requirement peak stated in Exhibit A. BPA and «Customer Name» shall take such actions and make such modifications, including to the Slice Computer Application, needed to timely implement any such methodology.~~

~~END SLICE/BLOCK template.~~

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

~~3.4.3 — Process for Modifying Peak Amounts~~

~~Any methodology for determining the peak energy capability of Specified Resources as described in section 3.4.1, or «Customer Name's peak energy amounts available from BPA under this Agreement, as described in section 3.4.2, will be developed by BPA in a public process, including consultation with «Customer Name» and other interested parties, a formal public comment process, and a record of decision. Except as otherwise agreed by «Customer Name» and BPA, any such methodology shall not require modification of the peak amount of any Specified Resource, or the peak energy amounts listed in Exhibit A, until the first Fiscal Year of the Rate Period following BPA's written notice to implement the revised peaking capability standard, which shall be given to «Customer Name» at least 180 days before the start of such Fiscal Year.~~

~~END BLOCK and SLICE/BLOCK templates.~~

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

~~3.5 **Changes** to Dedicated Resources~~

~~3.5.1 Specified Resource Additions to Meet Above-CHWM Load~~

~~With written notice to BPA by July-31 of a Forecast Year, «Customer Name» may elect to add Specified Resources to section 2 of Exhibit A, with amounts effective at the start of the upcoming Rate Period, to meet any obligation «Customer Name» may have in Exhibit C to serve its Above-CHWM Load with Dedicated Resources. The following apply for such Specified Resources:~~

Commented [RMM18]: Section 3.5 was shared at workshop on Sept. 17. (Section 3.5.2 was shared separately from the rest of 3.5).

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- (1) ~~Amounts~~BPA shall determine amounts for such Specified Resources ~~shall be determined~~ in accordance with section 3.3.1.2.

~~Reviewer's Note: BPA is considering a more streamlined set of shaping options for non-federal resources.~~

- (2) «Customer Name» may elect to reshape such Specified Resources in accordance with section 3.4.3, or may elect to purchase RSS from BPA to support such Specified Resources.

BPA shall revise Exhibit A consistent with «Customer Name»'s elections by March-31 following «Customer Name»'s elections under this section-3.5.1.

END LOAD FOLLOWING template.

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

3.5 **Changes** to Dedicated Resources

Commented [RMM19]: Section 3.5 was shared at workshop on Sept. 17. (Section 3.5.2 was shared separately from the rest of 3.5).

~~Reviewer's Note: BPA is reconsidering the overall timing associated with the Net Requirements process and may propose moving this June 30 date to May 31st.~~

3.5.1 Specified Resource Additions to Meet Above-CHWM Load With

3.5.1.1 Except as provided in section 3.5.1.2 below, «Customer Name» may elect with written notice to BPA by ~~June 30, 2023, and by June 30~~July 31 of each Fiscal Year thereafter, «Customer Name» may elect a Rate Case Year to add Specified Resources to section 2 of Exhibit A, with amounts effective at the start of the upcoming Rate Period, to meet any obligations «Customer Name» may have in Exhibit C to serve its Above-CHWM Load with Dedicated Resources. ~~Amounts for such~~

3.5.1.2 If «Customer Name» submits a Total Retail Load forecast eligible for an updated Net Requirement calculation consistent with section 17, then with written notice to BPA by January 31 ahead of power delivery for the applicable Fiscal Year «Customer Name» may elect to add Specified Resources to section 2 of Exhibit A, with amounts effective at the start of the applicable Fiscal Year, to meet any obligations «Customer Name» may have in Exhibit C to serve its Above-CHWM Load with Dedicated Resources.

3.5.1.3 BPA shall ~~be determined~~determine amounts for any Specified Resources added under sections 3.5.1.1 and 3.5.1.2 above in accordance with section 3.3.1.2. BPA shall revise Exhibit A

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~~consistent with~~ accordingly by March 31 following «Customer Name»'s elections under this section 3.5.1.

END BLOCK and SLICE/BLOCK templates.

3.5.2 Specified Resources Added to Tier 1 Allowance Amount

At any time over the term of the Agreement and by written notice to BPA, «Customer Name» may request for BPA to add Specified Resources that meet the qualifying criteria in section 3.5.2.1 to its Tier 1 Allowance Amount in section ~~2X~~ of Exhibit ~~AJ~~. BPA shall review such request and revise Exhibit ~~A~~ as soon as reasonably practical to include such resources, provided that BPA determines in its sole discretion that the Specified Resources meet such qualifying criteria. Any qualifying Specified Resource included in the Tier 1 Allowance Amount shall remain in the Tier 1 Allowance Amount for the term of the Agreement unless the resource is removed consistent with section 3.5.6. Any qualifying Specified Resource included in the Tier 1 Allowance Amount shall be treated as an Existing Resource for purposes of temporary resource removal as provided in section 10. «Customer Name»'s qualifying Specified Resources included in the Tier 1 Allowance Amount may be subject to charges pursuant to the applicable Wholesale Power Rate Schedules and GRSPs.

Commented [RMM20]: Section 3.5.2, Specified Resources Added to Tier 1 Allowance Amount has been shared at July 16, Sept. 9, and Oct. 9 workshops.

3.5.2.1 Tier 1 Allowance Amount Limit

«Customer Name»'s Tier 1 Allowance Amount shall be limited to the amount stated in section ~~2X~~ of Exhibit ~~AJ~~, and shall not exceed the lesser of 5 MW nameplate in aggregate or 50 percent of «Customer Name»'s CHWM reflected as a megawatt value. Such value will be considered the Tier 1 Allowance Amount limit. If BPA changes «Customer Name»'s CHWM consistent with section 1.2 of Exhibit B, then BPA shall recalculate «Customer Name»'s Tier 1 Allowance Amount limit and update Exhibit ~~AJ~~ if necessary. If «Customer Name» has a reduction to its CHWM, then BPA shall determine whether a reduction in the Tier-1 Allowance Amount limit is appropriate. In the event that BPA reduces «Customer Name»'s Tier 1 Allowance Amount limit, BPA will determine on a case-by-case basis the treatment of «Customer Name»'s resource(s).

3.5.2.2 Qualifying Specified Resources For Tier 1 Allowance Amount

Any Specified Resource «Customer Name» elects to add to its Tier 1 Allowance Amount must meet the following qualifying criteria:

- (1) the Specified Resource is a New Resource; ~~and,~~

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- (2) the Specified Resource is connected to «Customer Name»'s distribution system, regardless of voltage, and does not ~~encumber capacity of~~utilize BPA or Third-Party Transmission Provider transmission facilities ~~between the Specified Resource and «Customer Name» load~~; and,
- (3) the Specified Resource reduces «Customer Name»'s Total Retail Load.

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

3.5.3 Resource Additions for a BPA Insufficiency Notice

If BPA provides «Customer Name» a notice of insufficiency and reduces its purchase obligation, in accordance with section ~~23~~20.2, then «Customer Name» may temporarily add Dedicated Resources to replace amounts of Firm Requirements Power BPA will not be providing due to insufficiency. The Parties shall revise Exhibit A to reflect such additions.

3.5.4 Decrements for 9(c) Export

If BPA determines, in accordance with section ~~23~~20.6, that an export of a Specified Resource listed in section 2 of Exhibit A requires a reduction in the amount of Firm Requirements Power BPA sells «Customer Name», then BPA shall notify «Customer Name» of the amount and duration of the reduction in «Customer Name»'s Firm Requirements Power purchases from BPA. Within 20 calendar days of such notification «Customer Name» may temporarily add a Specified Resource to section-2 of Exhibit A in the amount and for the duration of such decrement. If «Customer Name» does not add a Specified Resource to meet such decrement, then within 30 calendar days of such notification BPA shall add Committed Power Purchase Amounts to section 3.2 of Exhibit A in the amount and for the duration of such decrement.

3.5.5 Temporary Resource Removal

By March 31 of each Rate Case Year, BPA shall revise «Customer Name»'s Dedicated Resource amounts listed in the tables of Exhibit A consistent with «Customer Name»'s resource removal elections made in accordance with section 10.

3.5.6 Permanent Discontinuance of Resources

«Customer Name» may permanently remove a Specified Resource listed in section 2 of Exhibit A, consistent with the 5(b)/9(c)-Policy on statutory discontinuance for permanent removal. If BPA makes a determination that «Customer Name»'s Specified Resource has met BPA's standards for a permanent removal, then BPA shall revise Exhibit A accordingly. If «Customer Name» does not replace such

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resource with another Dedicated Resource, then «Customer Name»'s additional Firm Requirements Power purchases under this Agreement, as a result of such a resource removal, ~~may~~shall be subject to ~~additional~~the applicable rates or charges as established in the Wholesale Power Rate Schedules and GRSPs.

3.5.7 Resource Additions for Annexed Loads

If «Customer Name» acquires an Annexed Load, ~~in addition to any resources assigned by the other utility to serve the Annexed Load,~~ «Customer Name» may add Dedicated Resources to Exhibit A, subject to sections 3.5.7.1 and 3.5.7.2 below, to serve amounts of such Annexed Load that are Eligible Annexed Load. "Eligible Annexed Load" means an Annexed Load: (1) that is added after the Effective Date, and (2) for which «Customer Name» did not receive a CHWM addition pursuant to section 1.2.2 of Exhibit B.

3.5.7.1 During the Rate Period in which «Customer Name» acquires an Eligible Annexed Load, «Customer Name» may serve such load for the remainder of that Rate Period with Dedicated Resources in the shape of the load, as negotiated by the Parties, or with additional power purchased from BPA. If «Customer Name» elects to serve such load with Dedicated Resources, then «Customer Name» shall apply such resources for the remainder of the Rate Period and in accordance with applicable terms stated in Exhibit ~~D.J.~~ If «Customer Name» elects to purchase additional power from BPA for the Annexed Load, then during that Rate Period such power purchases ~~may~~shall be subject to ~~additional~~the applicable rates or charges as established in the Wholesale Power Rate Schedules and GRSPs and as applicable to the shape of the Eligible Annexed Load.

3.5.7.2 For all Rate Periods after the Rate Period when «Customer Name» acquires an Eligible Annexed Load, «Customer Name» ~~may~~shall serve such load ~~with Dedicated Resources~~ pursuant to «Customer Name»'s elections ~~to and either (1) apply Dedicated Resources or (2) purchase Firm Requirements Power at Tier 2 Rates~~the applicable rates or charges as stated established in Exhibit Cthe Wholesale Power Rate Schedules and GRSPs.

END LOAD FOLLOWING template.

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

3.5.3 Resource Additions for a BPA Insufficiency Notice

If BPA provides «Customer Name» a notice of insufficiency and reduces its purchase obligation, in accordance with section ~~23~~20.2, then «Customer Name» may temporarily add Dedicated Resources to

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replace amounts of Firm Requirements Power BPA will not be providing due to insufficiency. The Parties shall revise Exhibit A to reflect such additions.

3.5.4 Decrements for 9(c) Export

If BPA determines, in accordance with section ~~23~~20.6, that an export of a Specified Resource listed in section 2 of Exhibit A requires a reduction in the amount of Firm Requirements Power BPA sells «Customer Name» then BPA shall notify «Customer Name» of the amount and duration of the reduction in «Customer Name»'s Firm Requirements Power purchases from BPA. Within 20 calendar days of such notification «Customer Name» may temporarily add a Specified Resource to section 2 of Exhibit A in the amount and for the duration of such decrement. If «Customer Name» does not add a Specified Resource to meet such decrement, then within 30 calendar days of such notification BPA shall add Committed Power Purchase Amounts to section 3.2 of Exhibit A in the amount and for the duration of such decrement.

3.5.5 Temporary Resource Removal

~~By September 15, 2028, and by September 15 of each Fiscal Year thereafter,~~ BPA shall revise «Customer Name»'s Dedicated Resource amounts listed in the tables of Exhibit A: (1) consistent with «Customer Name»'s resource removal elections made in accordance with section 10, and (2) by March 31 following such elections.

3.5.6 Permanent Discontinuance of Resources

«Customer Name» may permanently remove a Specified Resource listed in section 2 of Exhibit A, consistent with the 5(b)/9(c) Policy on statutory discontinuance for permanent removal. If BPA makes a determination that «Customer Name»'s Specified Resource has met BPA's standards for a permanent removal, then BPA shall revise Exhibit A accordingly. If «Customer Name» does not replace such resource with another Dedicated Resource, then «Customer Name»'s additional Firm Requirements Power purchases under this Agreement, as a result of such a resource removal, ~~may~~shall be subject to ~~additional~~the applicable rates or charges as established in the Wholesale Power Rate Schedules and GRSPs.

3.5.7 Resource Additions for Annexed Loads

If «Customer Name» acquires an Annexed Load after the Effective Date, «Customer Name» shall add Dedicated Resources to Exhibit A to serve amounts of such load for which «Customer Name» did not receive a CHWM addition pursuant to section 1.2.2 of Exhibit B. «Customer Name» shall serve such load with Dedicated Resources for the remainder of the Rate Period during which «Customer Name» acquires such load. For all Rate Periods after the Rate Period when

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«Customer Name» acquires an Annexed Load, «Customer Name» ~~may~~ serve such load ~~with Dedicated Resources~~ pursuant to «Customer Name»'s elections ~~to and either (1)~~ apply Dedicated Resources or (2) purchase Firm Requirements Power at ~~Tier 2~~ Rates ~~the applicable rates or charges as stated established in Exhibit C~~ the Wholesale Power Rate Schedules and GRSPs.

END BLOCK and SLICE/BLOCK templates.

3.5.8 Resource Additions/Removals for NLSLs

- 3.5.8.1 To serve a Planned NLSL or an NLSL listed in Exhibit D that is added after the Effective Date, «Customer Name» may add Dedicated Resources to section 4 of Exhibit A. «Customer Name» may discontinue serving its NLSL with the Dedicated Resources listed in section 4 of Exhibit A if BPA determines that «Customer Name»'s NLSL is no longer: (1)-an NLSL, or (2)-in «Customer Name»'s service territory.
- 3.5.8.2 If «Customer Name» elects to serve a Planned NLSL or an NLSL with Dedicated Resources, then «Customer Name» shall specify in section 4 of Exhibit A the maximum monthly and Diurnal Dedicated Resource amounts that «Customer Name» plans to use to serve the NLSL. «Customer Name» shall establish such firm energy amounts for each month beginning with the date the resource was dedicated to load through the earlier of the date the resource will be removed or September 30, 2044. «Customer Name» shall serve the actual load of the NLSL up to such maximum amounts with such Dedicated Resource amounts. To the extent that the Planned NLSL or NLSL facility load is less than the maximum amount in any monthly or Diurnal period, «Customer Name» shall have no right or obligation to use such amounts to serve the non-NLSL portion of its Total Retail Load. Specific arrangements to match such resources to the NLSL on an hourly basis shall be established in Exhibit D.

Include in LOAD FOLLOWING template:

3.5.9 PURPA Resources

If «Customer Name» is required by the Public Utility Regulatory Policies Act (PURPA) to acquire output from a Generating Resource and plans to use that output to serve its Total Retail Load, then such output shall be added as a Specified Resource pursuant to Exhibit A. «Customer Name» shall purchase RSS from BPA (or equivalent service) to support such resources for the term of this Agreement.

END LOAD FOLLOWING template.

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

3.5.9 PURPA Resources

If «Customer Name» is required by the Public Utility Regulatory Policies Act (PURPA) to acquire output from a Generating Resource and plans to use that output to serve its Total Retail Load, then such output shall be added as a Specified Resource pursuant to Exhibit A.

~~END BLOCK and SLICE/BLOCK templates.~~

END BLOCK and SLICE/BLOCK templates.

3.6 Consumer-Owned Resources

Except for any Consumer-Owned Resources serving a Planned NLSL or NLSL, which «Customer Name» has applied to load consistent with section 2320.3, «Customer Name» shall apply the output of Consumer-Owned Resources as follows:

Commented [RMM21]: Section 3.6, Consumer Owned Resources was shared at workshop on Sept. 9 and Oct. 9.

3.6.1 Existing Consumer-Owned Resources

«Customer Name» has designated, in sections 7.1, 7.2, or 7.3 of Exhibit A, the extent that each existing Consumer-Owned Resource as of the Effective Date will or will not serve On-Site Consumer Load. Such designation shall apply for the term of this Agreement.

3.6.2 New Consumer-Owned Resources

«Customer Name» shall designate the extent that each Consumer-Owned Resource commencing commercial operation after the Effective Date will or will not serve On-Site Consumer Load. «Customer Name» shall make such designation to BPA in writing within 120 days of energization of such resource. Such designation shall apply for the term of this Agreement.

Consistent with «Customer Name»'s designations, BPA shall list Consumer-Owned Resources serving On-Site Consumer Load in section 7.1 of Exhibit A, Consumer-Owned Resources not serving On-Site Consumer Load in section 7.2 of Exhibit A, and Consumer-Owned Resources serving both On-Site Consumer Load and load other than On-Site Consumer Load in section 7.3 of Exhibit A.

3.6.3 Application of Consumer-Owned Resources Serving On-Site Consumer Load

Power generated from Consumer-Owned Resources listed in section 7.1 of Exhibit A shall serve On-Site Consumer Load. «Customer Name» shall ensure that a Consumer-Owned Resource does not exceed the On-Site Consumer Load such resource serves. If a Consumer-Owned Resource exceeds the On-Site Consumer Load, then BPA may adjust «Customer Name»'s Total Retail Load used to bill for energy purchases to ensure «Customer Name» pays for energy that was otherwise displaced by the amount of generation of the

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Consumer-Owned Resource that exceeds the On-Site Consumer Load on any hour. BPA shall determine in its sole discretion whether to make any adjustment based on information «Customer Name» provides to BPA as follows:

- (1) Commensurate with «Customer Name»'s designation under section 3.6.2 above, «Customer Name» shall provide BPA information demonstrating that the Consumer-Owned Resource's ~~proposed~~forecasted generation will not exceed the On-Site Consumer Load it is intended to serve on a monthly basis. Examples of such information include but are not limited to consumer load projections and monthly generation projections for the generating equipment to be installed.
- (2) If «Customer Name» has not provided sufficient information, or if the Consumer-Owned Resource exceeds On-Site Consumer Load, then «Customer Name» shall in accordance with section 15 and section 17.3 of this Agreement: (A) install metering on the On-Site Consumer Load, or (B) provide BPA hourly meter data of the On-Site Consumer Load on a monthly basis in a format specified by BPA.

«Customer Name» shall provide written notice to BPA of any significant changes to an On-Site Consumer Load amount within 60 days of the change.

«Customer Name» must ensure that the Consumer-Owned Resources do not cause negative flow through «Customer Name»'s Point of Delivery behind which the resource is located. If negative flow occurs, then «Customer Name» shall be responsible for any costs resulting from such flow.

3.6.4 Application of Consumer-Owned Resources Serving Load Other than On-Site Consumer Load

«Customer Name» shall ensure that power generated from Consumer-Owned Resources listed in section 7.2 of Exhibit A, which serves load other than On-Site Consumer Load, is scheduled for delivery and:

- (1) sold to another utility in the Region to serve its Total Retail Load,
- (2) purchased by «Customer Name» to serve its Total Retail Load (consistent with section 3.3), (3) marketed as an export, or (4) any combination of (1), (2), and (3) above.

3.6.5 Application of Consumer-Owned Resources Serving Both On-Site Consumer Load and Load Other than On-Site Consumer Load

If «Customer Name» designates a Consumer-Owned Resource to serve both On-Site Consumer Load and load other than On-Site Consumer

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Load, then «Customer Name» shall select either Option A or Option B below.

3.6.5.1 Option A: Maximum Consumer-Owned Resource Amounts Serving On-Site Consumer Load

If «Customer Name» selects this Option A, then «Customer Name» shall specify, in section 7.3 of Exhibit A, the maximum hourly amounts of an identified On-Site Consumer Load that are to be served with power generated by an identified Consumer-Owned Resource. Such amounts shall be specified as Diurnal megawatt amounts, by month, and shall apply in all years for the term of this Agreement. Such amounts are not subject to change in accordance with section 3.6.6.

On any hour that the On-Site Consumer Load is less than the specified maximum hourly amounts, all such On-Site Consumer Load shall be served by «Customer Name» with the identified Consumer-Owned Resource or with power other than Firm Requirements Power. Any hourly amounts of the identified On-Site Consumer Load in excess of the specified maximum hourly amounts will be served with Firm Requirements Power. Any power generated from the identified Consumer-Owned Resource in excess of the specified maximum hourly amounts will be applied to load other than On-Site Consumer Load in accordance with section 3.6.4.

3.6.5.2 Option B: Maximum Firm Requirements Power Serving On-Site Consumer Load

If «Customer Name» selects this Option B, then «Customer Name» shall specify, in section 7.3 of Exhibit A, the maximum hourly amounts of an identified On-Site Consumer Load that are to be served with Firm Requirements Power. Such amounts shall be specified as Diurnal megawatt amounts, by month, and shall apply in all years for the term of this Agreement. Such amounts are not subject to change in accordance with section 3.6.6.

On any hour that On-Site Consumer Load is less than the specified maximum hourly amounts, all such On-Site Consumer Load shall be served with Firm Requirements Power. «Customer Name» shall serve any hourly amounts of the identified On-Site Consumer Load in excess of the specified maximum hourly amounts with power generated by the identified Consumer-Owned Resource or with power other than Firm Requirements Power. Any power generated

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from the identified Consumer-Owned Resource in excess of the amounts required to be used to serve the On-Site Consumer Load shall be applied to load other than On-Site Consumer Load in accordance with section 3.6.4.

3.6.6 Changes to Consumer-Owned Resources

Prior to each Fiscal Year «Customer Name» shall notify BPA in writing of any changes in ownership, expected resource output, or other characteristic of Consumer-Owned Resources identified in section 7 of Exhibit A. If a Consumer-Owned Resource has permanently ceased operation and «Customer Name» notifies BPA of such cessation, then BPA shall revise section 7 of Exhibit A to reflect such change as long as BPA agrees the determination is reasonable.

3.6.7 Application of Consumer-Owned Resources Serving a Planned NLSL or NLSL

If «Customer Name» is serving a Planned NLSL or an NLSL with Consumer-Owned Resource amounts pursuant to section 2320.3 and section 1 of Exhibit D, then BPA shall list such resources in section 7.4 of Exhibit A. Requirements for «Customer Name»'s application of Consumer-Owned Resources serving Planned NLSLs and NLSL are included in section 2320.3 and section 1 of Exhibit D.

Commented [RMM22]: Section 3.6.7 was shared (with other NLSL sections) on Oct. 15.

Include in LOAD FOLLOWING template:

3.6.8 Data Requirements for Consumer-Owned Resources

«Customer Name» shall meter all Consumer-Owned Resources listed in section 7 of Exhibit A and shall provide such meter data to BPA pursuant to section 17.3.

3.7 Hourly Dedicated Resource Schedule

By June 30 of each Rate Case Year, «Customer Name» shall provide BPA an hourly schedule(s), in whole megawatt amounts consistent with section 3.7.3 and in the format described in section 3.7.2, for its Dedicated Resources with amounts in each hour, calculated pursuant to section 3.7.1, for each year of the upcoming Rate Period ("Submitted Schedule"). «Customer Name» shall schedule such hourly amounts to its Total Retail Load consistent with section 13.

Commented [RMM23]: Section 3.7, Hourly Dedicated Resource Schedule was shared at workshop on Oct. 9.

3.7.1 Schedule Amounts

The amounts in the Submitted Schedule shall equal the monthly and Diurnal amounts for each Dedicated Resource listed in the tables in sections 2 and 3 of Exhibit A except for those Specified Resources applied to «Customer Name»'s Tier 1 Allowance Amount ~~listed in section 2.3 of Exhibit A~~, those Existing Resources that are Dispatchable Resources ~~listed in section 4 of Exhibit J~~, and those Specified Resources supported with RSS ~~listed in section 4 of~~

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Exhibit J. The hourly amounts in the Submitted Schedule shall be determined in accordance with section 3.4. ~~54~~.

If the amounts in the Submitted Schedule change in accordance with section 3.5, then «Customer Name» shall send BPA a revised Submitted Schedule including the updated amounts within five Business Days of such amounts being updated in Exhibit A.

3.7.2 Schedule Format

«Customer Name» shall provide the Submitted Schedule to BPA electronically in a comma-separated-value (csv) format with the time/date stamp in the first column and load amounts, with units of measurement specified, in the following column.

3.7.3 Whole Megawatt Amounts

If «Customer Name»'s Submitted Schedule would otherwise have amounts in fractional megawatts-per-hour, ~~then «Customer Name» shall vary its hourly amounts by one megawatt in some hours so that over the course of the applicable month the amounts as scheduled in whole megawatts sum to the appropriate total. If «Customer Name»'s Dedicated Resource amounts are less than one megawatt per hour in any Diurnal period of a month, then «Customer Name» shall schedule one megawatt starting with the first hour of the Diurnal period of that month, and schedule one megawatt in each subsequent hour of the Diurnal period until the appropriate amount has been scheduled for that Diurnal period of such month.~~

3.8 Transfer of Renewable Energy Certificates

BPA shall provide any applicable Renewable Energy Certificates (RECs), emission accounting information, and non-emitting generation accounting information to «Customer Name» in accordance with Exhibit H.

END LOAD FOLLOWING template.

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

3.7 Transfer of Renewable Energy Certificates

BPA shall provide any applicable Renewable Energy Certificates (RECs), emission accounting information, and non-emitting generation accounting information to «Customer Name» in accordance with Exhibit H.

END BLOCK and **SLICE/BLOCK** templates.

*Include in **LOAD FOLLOWING** and **BLOCK** templates:*

4. THIS SECTION INTENTIONALLY LEFT BLANK

5. THIS SECTION INTENTIONALLY LEFT BLANK

END LOAD FOLLOWING and **BLOCK** templates.

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Include in *SLICE/BLOCK* template:

4. **BLOCK PRODUCT**

4.1 **Block Product General Description**

The Block Product provides a planned amount of Firm Requirements Power to serve a portion of «Customer Name»'s Annual Net Requirement. The Block Product includes a Tier-1 Block Amount and if applicable, a Tier-2 Block Amount.

4.2 **Block Amount Shapes**

4.2.1 **Tier 1 Block Amount Shapes**

Upon the execution of this Agreement, «Customer Name» shall elect one of the following shapes for its Tier 1 Block Amount: (1) a Flat Annual Shape or (2) a Flat Within-Month Shape. BPA shall state the shape elected by «Customer Name» in section 1.2 of Exhibit C. The Tier-1 Block Amount shape selected by «Customer Name» shall remain fixed for the term of this Agreement unless «Customer Name» exercises its right to change its purchase obligation pursuant to section 11.

4.2.2 **Tier 2 Block Amount Shape**

BPA shall provide any Tier 2 Block Amount to «Customer Name» in a Flat Annual Shape.

Option 1: Include if customer chooses a Flat Annual Shape for its Tier 1 Block Amount.

4.3 **Annual and Monthly Tier 1 Block Amounts**

~~By September 15, 2028, and by each September 15 thereafter~~By March 31 concurrent with BPA's calculation of «Customer Name»'s Net Requirement pursuant to section 1 of Exhibit A, BPA shall calculate «Customer Name»'s annual Tier 1 Block Amount for the next Fiscal Year by subtracting the «Customer Name»'s Firm Slice Amount in section-2 of Exhibit-K for such Fiscal Year from the lesser of (1)-«Customer Name»'s Annual Net Requirement in section 1.2 of Exhibit A or (2)-its CHWM for that Fiscal Year. BPA shall revise section 1.1 of Exhibit C to state the annual Tier 1 Block Amount sold to and purchased by «Customer Name».

~~By September 15, 20208, and by each September 15 thereafter~~By March 31 concurrent with BPA's calculation of «Customer Name»'s Net Requirement pursuant to section 1 of Exhibit A, BPA shall calculate «Customer Name»'s monthly Tier 1 Block Amount using the calculation in section 1.2 of Exhibit C. BPA shall revise section 1.3 of Exhibit C to state the monthly Tier 1 Block Amount sold to and purchased by «Customer Name».

End Option 1.

Commented [RMM24]: Section 4 was shared at the Oct. 9 workshop. The sections that are grayed out are likely to change and are not ready for review, but were shared at workshop and intended to share BPA's current thinking.

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Option 2: Include if customer chooses a Flat Within-Month Shape for its Tier 1 Block Amount.

4.3 Annual and Monthly Tier 1 Block Amounts

~~By September 15, 2028, and by each September 15 thereafter~~By March 31 concurrent with BPA's calculation of «Customer Name's Net Requirement pursuant to section 1 of Exhibit A, BPA shall calculate «Customer Name's annual Tier 1 Block Amount for the next Fiscal Year by subtracting «Customer Name's Firm Slice Amount in section 2 of Exhibit K for such Fiscal Year from the lesser of (1)-«Customer Name's Annual Net Requirement in section 1.2 of Exhibit A or (2)-its CHWM for that Fiscal Year. BPA shall revise section 1.1 of Exhibit C to state the- annual Tier 1 Block Amount sold to and purchased by «Customer Name».

By ~~September 15, 2028, March 31, 2027~~ and by ~~September 15~~March 31 of each Rate Case Year ~~thereafter~~, BPA shall calculate «Customer Name's Monthly Shaping Factors applicable to the Block Product pursuant to section-1.2.1 of Exhibit-C. BPA shall revise section-1.2.1.3 of Exhibit C to state the Monthly Shaping Factors for the applicable Fiscal Years.

~~By September 15, 2028, and by each September 15 thereafter, By March 31 concurrent with BPA's calculation of «Customer Name's Net Requirement pursuant to section 1 of Exhibit A, BPA shall calculate «Customer Name's Tier 1 Block Amount for each month of the next Fiscal Year by multiplying the annual Tier 1 Block Amount, calculated pursuant to the paragraph above, by the Monthly Shaping Factors specified in section 1.2 of Exhibit C. BPA shall revise section 1.3 of Exhibit C to state the monthly Tier 1 Block Amount sold to and purchased by «Customer Name».~~

End Option 2.

4.4 Annual Tier 2 Block Amounts

By ~~September 15, 2028, and by each September 15 thereafter, March 31 concurrent with BPA's calculation of «Customer Name's Net Requirement pursuant to section 1 of Exhibit A, BPA shall calculate «Customer Name's annual Tier 2 Block Amount for the next Fiscal Year pursuant to section 2.5 of Exhibit-C. BPA shall revise section 2.5 of Exhibit C to state the annual Tier 2 Block Amount, if any, sold to and purchased by «Customer Name».~~

Drafter's Note: Include the following language if customer purchases Diurnal Flattening Service (DFS).

4.5 Displacement of Block Product for Diurnal Flattening Service

Reviewer's Note: here is a proposed re-write for POC that refers to Ex D without restating the Ex D section contents

«Customer Name» shall schedule its Specified Renewable Resources identified in section 2.3.6.1 of Exhibit D to serve Total Retail Load and BPA shall -provide DFS to such Specified Renewable Resources -pursuant to section-2.3 of Exhibit-D. «Customer Name» shall reduce its total Block Product schedule each hour pursuant to section 2.3.1.5 of Exhibit D in any

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hour in the month when the total scheduled generation from such Specified Renewable Resources is greater than the total Planned Resource Amount in section 2.3.6.2 of Exhibit_D for such Specified Renewable Resources. Pursuant to section-3.2, «Customer Name» shall pay BPA for the Tier 1 Block Amount listed in the table in section 1.3 of Exhibit_C and Tier 2 Block Amount listed in the table in section 2.5 of Exhibit_C without any adjustment for displacement of the Block Product.

Reviewer's Note: here is the RD section with some edits

«Customer Name» shall apply the output from its Specified Renewable Resources listed in section-2.3.6.1 of Exhibit_D pursuant to section-2.3.2 of Exhibit_D. For each hour when the total scheduled generation from «Customer Name»'s Specified Renewable Resources, listed in section 2.3.6.1 of Exhibit D, is greater than (up to the resource's combined Operating Maximum amount) the total Planned Resource Amount for such Specified Resources, BPA shall reduce «Customer Name»'s ~~Block Product~~ amount specified in Exhibit C by the amount that the sum of the generation of such Specified Renewable Resources (that is equal to or less than the sum of the Operating Maximum of such resources) exceeds the sum of Planned Resource Amounts of such resources for each hour. «Customer Name» shall schedule its reduced Block Product deliveries as required for Diurnal Flattening Service pursuant to section 2.3 of Exhibit D and section 6 of Exhibit F. Pursuant to section-3.2, «Customer Name» shall pay BPA for the Tier-1 Block ~~amount~~Amount listed in the table in section-1.3 of Exhibit_C and Tier-2 Block Amount listed in the table ~~at in~~ section-2.5 of Exhibit_C without any adjustment for displacement of the Block Product.

End DFS Option

5. SLICE PRODUCT

5.1 Slice Product General Description

5.1.1 The Slice Product is a system sale that includes Firm Requirements Power and surplus power. The Slice Product is indexed to the variable output capability of the Tier-1 System Resources to the extent such capability is available to Power Services after Designated System Obligations and Operating Constraints are met. «Customer Name» accesses the capabilities of Tier-1 System through the SCAProvider of Choice Slice Application (POCSA) as described in Exhibit_M L. BPA shall configure the SCAPOCSA to reasonably represent and calculate the capabilities available on a day-ahead timeframe to Power Services from the Tier-1 System Resources after Designated System Obligations and Operating Constraints are met, including energy production, peaking, storage, and ramping capability. The SCAPOCSA applies «Customer Name»'s Slice Percentage to the Tier-1 System capabilities to determine «Customer Name»'s Slice Output.

Commented [RMM25]: Section 5, Slice Product was discussed at the Sept. 17 workshop. The language was also discussed at the Oct. 22 workshop, but no new/revised language was shared on Oct. 22.

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«Customer Name» shall use the SCAPOCSA to submit a Slice Output ~~requests~~ Energy Request (SOER) to BPA for each ~~hour~~ Scheduling Hour submitted on a day ahead timeframe ~~as described in~~ pursuant to sections ~~3~~ and 4 of Exhibit ~~F~~. BPA shall supply power for any variation in the Tier ~~1~~ System Resource generation capabilities between the day-ahead and real-time timeframes to ensure Slice Output is available to «Customer Name».

5.1.2 The Slice Product sold by BPA and purchased by «Customer Name» is a power sale, and is not under any circumstances to be construed as a sale of the Tier 1 System Resources, Tier 1 System Resource capability, or a transfer of control of Tier 1 System Resources. Notwithstanding any provision of this Agreement to the contrary, BPA and the Federal operating agencies shall retain operational control of all resources comprising the FCRPS, including without limitation all such resources that comprise the Tier 1 System Resources.

5.1.3 BPA does not guarantee that the amount of Slice Output Energy made available under the Slice Product, combined with Firm Requirements Power made available under the Block Product, will be sufficient to meet «Customer Name»'s ~~regional consumer load~~ Total Retail Load, on an hourly, daily, weekly, monthly, or annual basis. «Customer Name» is obligated to supply non-federal power to serve the difference between its Total Retail Load and electric power from its purchase of Slice Output and the Block Product.

5.1.4 Changes in the output of the Tier 1 System Resources shall affect the amount of Slice Output made available to «Customer Name» under this Agreement. Accordingly, «Customer Name» understands and agrees it is exposed to Tier 1 System Resources performance risk and water supply risk.

5.1.5 The Slice Product does not provide «Customer Name» any rights to utilize Tier 1 System Resources for within-hour or within-day energy or capacity services, including but not limited to dynamic scheduling, self-supply of operating reserves, and self-supply of energy imbalance.

5.2 **Determination of Amounts of Slice Output Made Available**

Slice Output made available to «Customer Name» shall be adjusted by Operating Constraints in effect on the Tier 1 System Resources. Such Operating Constraints shall be applied proportionately to the Tier 1 System Resources output available to Power Services, «Customer Name», and all other Slice Customers.

The amount of Slice Output Energy made available to «Customer Name» is based on a simulation of stream flows routed through the Simulator Projects, plus the BOS Base, using the SCAPOCSA, and as adjusted for Operating

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Constraints. «Customer Name» understands and agrees that the amount of Slice Output Energy made available to «Customer Name» may not precisely equal the result of its Slice Percentage multiplied by the Actual Tier 1 System Generation.

5.3 Annual Calculation of Slice Percentage

~~BPA shall calculate By March 31 concurrent with BPA's calculation of «Customer Name»'s Slice Percentage in each Fiscal Year as follows:~~

~~5.3. Net Requirement pursuant to section 1—~~ **Slice Percentage in the First Year of the Rate Period**

~~By September 15 of each Rate Case Year~~ Exhibit A, BPA shall calculate «Customer Name»'s Slice Percentage by multiplying fifty percent by the lessor of «Customer Name»'s:

(1) ~~CHWM, or~~

(1) FY2026 CHWM, including an increase for «Customer Name»'s Annexed Load from a CHWM Customer, and a decrease for «Customer Name»'s load annexed by another customer or a Third-Party; or

(2) Forecast of Total Retail Load minus Existing Resources minus NLSLs minus Tier_1 Allowance Amount, and then divided by the Annual CHWM System, and multiplied by one-hundred.

The value as expressed as a percentage will be rounded to the fifth decimal and as a number rounded to the seventh decimal. Expressed as a formula, the Slice Percentage ~~for the first~~ in each year of the Rate Period is calculated as follows:

$$\text{First Year Slice \%} = \left(\frac{50\% \times (\min(\text{CHWM}, \text{TRLfx} - \text{ER} - \text{NLSL} - \text{T1AA}))}{\text{Annual CHWM System}} \right) \left(\frac{50\% \times (\min(\text{FY2026 CHWM}, \text{TRLfx} - \text{ER} - \text{NLSL} - \text{T1AA}))}{\text{Annual CHWM System}} \right) \times 100$$

where:

ER = Existing Resources

T1AA = Tier 1 Allowance Amount

TRLFx = forecast of Total Retail Load

Option: Include this section ONLY for when the amount of Slice Product is limited pursuant to section 11.9

The amount of Slice Product available to «Customer Name» is less than fifty percent of «Customer Name»'s CHWM pursuant to section 11.9 of this Agreement. BPA shall revise and state such limitations on «Customer Name»'s Slice Percentage in section 1 of Exhibit-K no later than September 15, 2028 and each September 15, thereafter.

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~~5.3.2 Slice Percentage in the Second Year of~~ at the ~~Rate Period~~
By September 15 of each Forecast Year, BPA shall calculate
«Customer Name»'s ~~Slice Percentage using time of contract execution~~
~~or a change in purchase obligation to the following calculations:~~

~~Slice Product. If «Customer Name»'s forecast of Total Retail Load~~
~~minus Existing Resources minus NLSLs minus Tier 1 Allowance~~
~~Amount in the second year of the Rate Period is greater than or equal~~
~~to: (1) the Annual CHWM System, multiplied by (2) «Customer~~
~~Name»'s Slice Percentage in the first year of the Rate Period~~
~~Slice Percentage is limited, then «Customer Name»'s Slice Percentage in the~~
~~second year~~ Tier 1 Block Amount will increase pursuant to section 4.3
of the Rate Period shall be set equal to its Slice Percentage in the first
year of the Rate Period ~~this Agreement.~~
End Option

By March 31 concurrent with BPA's calculation of «Customer Name»'s
Net Requirement pursuant to section 1 of Exhibit A , BPA shall revise
and state «Customer Name»'s Slice Percentage in section 1 of
Exhibit K.

After BPA calculates «Customer Name»'s Slice Percentage for the
Fiscal Year pursuant to section 5.3. of this Agreement. BPA shall not
make mid-Fiscal Year adjustments to «Customer Name»'s Slice
Percentage. BPA shall adjust «Customer Name»'s Block Amount
when a mid-Fiscal Year adjustment is required.

Option: Include this section ONLY for cooperatives and tribal utilities.
If «Customer Name»'s Slice Percentage calculated above would
exceed 0.5%, then BPA shall reduce «Customer Name»'s Slice
Percentage to 0.5% pursuant to section 21.8 of this Agreement.
End Option 5.3.1

~~If «Customer Name»'s forecast of Total Retail Load minus Existing~~
~~Resources minus NLSLs minus Tier 1 Allowance Amount in the~~
~~second year of the Rate Period is less than (1) the Annual CHWM~~
~~System, multiplied by (2) «Customer Name»'s Slice Percentage in the~~
~~first year of the Rate Period, then «Customer Name»'s Slice~~
~~Percentage in the second year of the Rate Period shall be set equal to~~
~~«Customer Name»'s forecast of Total Retail Load minus Existing~~
~~Resources minus NLSLs minus Tier 1 Allowance Amount divided by~~
~~the Annual CHWM System, expressed as a five decimal percentage.~~

BPA shall revise and state «Customer Name»'s Slice Percentage in
section 1 of Exhibit K no later than September 15, 2028, and by each
September 15 thereafter.

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5.4 Firm Slice Amount

~~5.4 Firm Slice Amount~~

5.4.1 ~~By March 31 concurrent with BPA's calculation of «Customer Name»'s Net Requirement pursuant to section 1 of Exhibit A, BPA shall determine~~calculate «Customer Name»'s Firm Slice Amount ~~for Fiscal Year 2029 no later than September 15, 2028, and for each subsequent Fiscal Year no later than September 15 thereafter,~~ by multiplying the monthly Average Megawatts ~~of Annual CHWM System set forth in the table in section 1 of Exhibit K for each Fiscal Year by «Customer Name»'s Slice Percentage applicable to each such Fiscal Year stated in section 2 of Exhibit K. BPA shall revise and state «Customer Name»'s Firm Slice Amount for each Fiscal Year in section 3 of Exhibit K.~~

5.4.2 «Customer Name» shall purchase and receive a share of CHWM Modeled Augmentation in an amount equal to «Customer Name»'s Slice Percentage in section 1 of Exhibit K multiplied by the CHWM Modeled Augmentation for each Fiscal Year as established in the applicable 7(i) Process. Such amounts are included in the calculation of Firm Slice Amount in section 5.4.1 above.

The BOS Base amount in the ~~SCAPOCSA~~ as determined by section 4.1.1. of Exhibit ~~M L~~ shall include the amounts of CHWM Modeled Augmentation listed in section 4 of Exhibit K. BPA shall make CHWM Modeled Augmentation available to «Customer Name» in a Flat Annual Shape for the applicable Fiscal Year.

5.5 Disposition of Surplus Slice Output

5.5.1 All sales, exchanges, or other dispositions of BPA provided electric power are subject to and governed by federal law including, but not limited to, the Bonneville Project Act, 16 U.S.C. § 832 *et seq.*, P.L. 75-329 as amended, the Pacific Northwest Consumer Power Preference Act, 16 U.S.C. § 837 *et seq.*, P.L. 88-552, the Federal Columbia River Transmission System Act, 16 U.S.C. § 838 *et seq.*, P.L. 93-454, and the Northwest Power Act, P.L. No. 96-501, as amended.

5.5.2 All sales of Surplus Slice Output by «Customer Name» for use outside the Region, or to parties not serving firm retail load in the Region, are subject to the provisions of the Pacific Northwest Consumer Power Preference Act and section 9(c) of the Northwest Power Act, and BPA and «Customer Name» acknowledge their respective responsibilities thereunder.

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5.5.3 The following uses of Surplus Slice Output shall not constitute a sale of Surplus Slice Output outside the Region:

- (1) Leaving the Surplus Slice Output in Storage or placing it in «Customer Name»'s Storage;
- (2) Exchanging Surplus Slice Output with another utility customer in the Region, or a statutorily enumerated type of exchange with a utility outside the Region;
- (3) Using Surplus Slice Output to displace «Customer Name»'s non-federal resources identified in Exhibit A, or «Customer Name»'s market purchases that would have been made for serving its Total Retail Load; and
- (4) A sale of Surplus Slice Output to a BPA utility customer for service to that utility's Total Retail Load in the Region, consistent with sections 3(14) and 9(c) of the Northwest Power Act; and

~~Upon~~BPA may request «Customer Name»~~shall~~ provide evidence that Surplus Slice Output was used consistent with section 9(c) of the Northwest Power Act. «Customer Name» may demonstrate such uses of Surplus Slice Output by means of a storage account, executed contracts for binding sales or exchanges, or another form of offer and acceptance.

5.5.4 Pursuant to the Pacific Northwest Consumer Power Preference Act and section 9(c) of the Northwest Power Act, BPA shall have the right to curtail all or a portion of «Customer Name»'s: (1) Surplus Slice Output capacity upon 60 months written notice to «Customer Name», and (2) Surplus Slice Output energy upon 60 days written notice to «Customer Name». Any such notice shall specify the amounts and duration of the curtailment, and whether such capacity or energy is needed to meet BPA's capacity and energy requirements in the Region. Prior to issuing any such curtailment notice, BPA and «Customer Name» shall consult in order to determine the quantity, if any, of Surplus Slice Output energy and capacity that may be subject to such curtailment. Such curtailments shall be limited to «Customer Name»'s proportional share of the amount needed, and for the duration necessary, to cover BPA's projection of its needs within the Region. Such curtailments are subject to sections 5.5.5 and 5.5.6.

5.5.5 If BPA issues a notice of curtailment pursuant to section 5.5.4, then it shall concurrently issue notices of curtailment, recall, or termination to all other extra regional and non-preference purchasers to whom

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BPA has sold Surplus Firm Power, or surplus capacity, for durations longer than specified in the notice, provided that such sales agreements contain provisions that allow for recall, curtailment or termination.

- 5.5.6 Following each month that Surplus Slice Output is curtailed pursuant to section 5.6.5 above, Power Services shall include a line item credit on «Customer Name»'s monthly customer bill issued equal to the amount of Surplus Slice Output energy curtailed during the preceding month, multiplied by the Monthly Reimbursement Value for the month during which the curtailment was in effect.

5.6 Disposition of Requirements Slice Output and Requirements Slice Output Test

Reviewer's Note: RSO Test will be revised for BPA participation in a day-ahead market.

5.6.1 Disposition of Requirements Slice Output

Requirements Slice Output (RSO) purchased by «Customer Name» under this Agreement and made available by BPA shall be used solely for the purpose of serving «Customer Name»'s Total Retail Load. «Customer Name» shall maintain monthly documentation establishing the delivery of RSO to serve its Total Retail Load, such as by schedule or by electronic tag, for each such month. «Customer Name» shall make such documentation available to BPA upon request.

5.6.2 Requirements Slice Output Test

5.6.2.1 Submission of Monthly Actual Total Retail Load Data

On or before the 10th Business Day of each calendar month, «Customer Name» shall submit to BPA its actual Total Retail Load for the preceding calendar month, expressed in MWh.

5.6.2.2 RSO Test

BPA shall compare: (1) «Customer Name»'s Slice Output Energy delivered to its actual Total Retail Load plus loss return schedules to Transmission Services (Slice-to-Load Delivery) during each month with (2) «Customer Name»'s RSO for each such month. Such comparison is the monthly RSO Test.

5.6.2.3 Notification of Results of RSO Test

On or before the 20th Business Day of each calendar month, BPA shall notify «Customer Name» in writing of the results of the RSO Test conducted pursuant to section 5.7.2.2.

Commented [WC(P626)]: Section 5.6 proposed revisions will be provided to customers in January 2025.

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5.6.2.4 Conditions that Result in Passage of RSO Test

- (1) If «Customer Name»'s Slice-to-Load Delivery in a month is greater than or equal to its RSO for such month, then «Customer Name» shall have satisfied the requirements of the RSO Test for such month; or,
- (2) If «Customer Name»'s Slice-to-Load Delivery in a month is less than its RSO for such month, but «Customer Name»'s Actual Slice Output Energy (ASOE) for the month is less than 107.5 percent of its RSO, and «Customer Name»'s monthly Slice-to-Load Delivery is greater than 92.5 percent of its ASOE for such month, then «Customer Name» shall have satisfied the RSO Test for such month.

5.6.2.5 Conditions Under Which BPA May Deem Customer to Have Satisfied the RSO Test

- (1) If «Customer Name» has not satisfied the requirements of the RSO Test pursuant to section 5.6.2.4, then «Customer Name» may, within 14 calendar days after BPA provides «Customer Name» with written notice of the RSO Test results pursuant to section 5.6.2.3, provide BPA with data that demonstrates «Customer Name» took reasonable and prudent actions to otherwise satisfy the RSO Test for such month. Such data may include analysis indicating «Customer Name» satisfied the RSO Test in each of two distinct periods of ten or more consecutive days within the month. If Power Services determines such data and/or analysis demonstrates such compliance, then BPA shall deem «Customer Name» to have satisfied the RSO Test for such month. BPA shall have the sole discretion to determine whether «Customer Name» shall be deemed to have satisfied the RSO Test pursuant to this section 5.6.2.5(1). BPA shall, no later than 14 calendar days following the day «Customer Name» provides such supporting data and/or analysis, notify «Customer Name», in writing, of its decision as to whether or not «Customer Name» shall be deemed to have satisfied the RSO Test, and the basis for such decision.
- (2) If recurring conditions exist that result in BPA repeatedly deeming «Customer Name» to have satisfied the RSO Test, BPA and «Customer Name» shall collaboratively develop documentation, through a

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separate letter agreement, that establishes for a specified prospective time period the conditions under which BPA shall deem «Customer Name» to have satisfied the RSO Test.

5.6.2.6 Conditions that Result in Failure of RSO Test and Associated Penalty

If «Customer Name» fails to satisfy the RSO Test per section 5.7.2.4, and is not deemed by BPA to have satisfied the RSO Test pursuant to section 5.7.2.5 for any month, then a penalty charge shall be assessed as follows for that month:

- (1) The penalty charge shall be equal to «Customer Name»'s under-delivered amount for such month multiplied by the Unauthorized Increase Charge or its successor, as established in the Wholesale Power Rate Schedules and GRSPs for energy for each such month.
- (2) The under-delivered amount for such month is equal to the lesser of the amount «Customer Name»'s monthly Slice-to-Load Delivery is less than: (1) «Customer Name»'s RSO for the month, or (2) if section 5.6.2.4(2) is applicable, then 92.5 percent of «Customer Name»'s ASOE for the month.

5.7 Northwest Power Act Section 6(m) Resource Acquisitions

«Customer Name» retains all rights to participate in any BPA major resource acquisitions pursuant to section 6(m) of the Northwest Power Act.

5.8 Displacement of Columbia Generating Station (CGS)

5.8.1 Definitions

5.8.1.1 “Columbia Generating Station” or “CGS” means the nuclear powered generating facility located near Richland, Washington, and operated by Energy Northwest, or its successor.

5.8.1.2 “CGS Displacement” means a decision by Power Services to shut-down all or a portion of the power production at CGS due to market conditions.

5.8.2 ~~CGS Displacement~~

«Customer Name» shall participate in CGS Displacement. CGS Displacement will reduce «Customer Name»'s Slice Output.

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5.9 SCAPOCSA Functionality ~~Test, and~~ Simulator Performance ~~Test, and~~ ~~Implementation of the SCATests~~

This section sets out the SCAPOCSA Functionality and Simulator Performance Tests. BPA shall promptly notify «Customer Name» of the results of the SCAPOCSA Functionality and Simulator Performance Tests.

5.9.1 Definitions

- 5.9.1.1 “Default User Interface,” or “DUI,” means the basic user interface that is developed by BPA and made available to «Customer Name» for access to the SCAPOCSA.
- 5.9.1.2 “SCAPOCSA Functionality Test” means the test set forth in section 5.11.2 that is conducted to determine whether the SCAPOCSA is complete, functional, and ready for daily ~~implementation and use~~operations.
- 5.9.1.3 “~~SCA Implementation~~POCSA Deployment Date” means the latest of: (1) October 1, 2028, (2) 90 days after the SCAPOCSA Pass Date, or (3) 90 days after the Simulator Pass Date.
- 5.9.1.4 “SCAPOCSA Pass Date” means the date on which the SCAPOCSA passes the SCAPOCSA Functionality Test.
- 5.9.1.5 “Simulator Pass Date” means the date on which the Simulator passes the Simulator Performance Test.
- 5.9.1.6 “Simulator Performance Test” means the test conducted by BPA and consisting of four separate tests: a Storage Content test, an energy test, a peaking test, and a ramp down test, each as separately described in section 3.5.3 of Exhibit ML.

Commented [WC(P627)]: Customer Facing Interface will be added to definitions in January 2025

5.9.2 SCAPOCSA Functionality Test

- 5.9.2.1 BPA shall conduct the initial SCAPOCSA Functionality Test no later than «[Date to be determined by BPA]»].
- 5.9.2.2 BPA, in consultation with «Customer Name» and other members of the SIGSOF, shall, by «[Date to be determined by BPA]»], establish a detailed written description of the validation procedures that will comprise the SCAPOCSA Functionality Test. Such validation procedures shall include a comprehensive series of objective tests that establish if the SCAPOCSA, including the Simulator, DUI and BOS module, are wholly functional and ready for daily ~~implementation and use~~operations.

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5.9.3 ~~SCA Implementation~~POCSA Deployment Date

- 5.9.3.1 If the ~~SCA Implementation~~POCSA Deployment Date is established as ~~of~~ October 1, 2028, then BPA and «Customer Name» shall commence implementation of the ~~SCA~~POCSA beginning on October 1, 2028.
- 5.9.3.2 If the ~~SCA Implementation~~POCSA Deployment Date is established later than October 1, 2028, then:
- (1) Beginning on October 1, 2028, and continuing until the ~~SCA Implementation~~POCSA Deployment Date, BPA and «Customer Name» shall continue to use the version of the ~~SCA~~POCSA implemented under the ~~Power Sales Agreement~~Regional Dialogue CHWM Contract that expired on September 30, 2028.
 - (2) The ~~SIGSOF~~ shall develop procedures no later than October 1, 2028 that BPA and ~~Slice Customers~~ shall follow to ensure all ~~SCA~~POCSA actions are completed in accordance with this Agreement.

5.9.4 Simulator Performance Test

- 5.9.4.1 No later than ~~«[Date to be determined by BPA]»~~, BPA shall provide «Customer Name» access to the Simulator that will be used by BPA to conduct the Simulator Performance Test. The Simulator Performance Test shall be conducted by BPA no later than October 31, 2027.
- 5.9.4.2 If, as of ~~«[Date to be determined by BPA]»~~, the Simulator has failed one or more of the four tests that comprise the Simulator Performance Test, then «Customer Name» may elect to change its purchase obligation pursuant to section 11.2.

~~5.9.5 Customer Unable to Utilize DUI~~

~~If, as of the SCA Implementation Date, «Customer Name» is not functionally ready to access and utilize the DUI, then beginning on the SCA Implementation Date and continuing until 30 calendar days after «Customer Name» provides BPA with written notice that it is functionally ready to utilize the DUI, then BPA shall use the SCA to determine «Customer Name»'s hourly Delivery Requests in accordance with the following procedures:~~

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~~5.9.5.1 Establishment of Preschedules~~

- ~~(1) BPA shall set «Customer Name»'s Customer Inputs (generation requests) for Grand Coulee and Chief Joseph equal to Power Services' planned Grand Coulee and Chief Joseph's respective generation.~~
- ~~(2) BPA shall set «Customer Name»'s Customer Inputs (elevation requests) for the LCOL Complex projects such that those projects pass inflow on an hourly basis.~~
- ~~(3) BPA shall set «Customer Name»'s hourly BOS amount equal to «Customer Name»'s Slice Percentage multiplied by the BOS Base amount (no BOS Flex allowed).~~

- (4) ~~BPA shall communicate 5.10~~ **POCSA Access and Use Agreement**
«Customer Name»'s Delivery Requests shall execute a POCSA Access and Use Agreement with BPA prior to or coincident with execution of this Agreement.

~~«Customer Name» via a mutually agreed upon delivery method as determined by the~~ may designate third parties to access and use the POCSA on its behalf. BPA retains sole discretion for the approval of third parties' access and use of the POCSA. BPA reserves the right to restrict POCSA access and use by third parties that are significant and active participants in WECC footprint wholesale power or transmission markets and that are not Slice Customers.

~~5.9.5.2 Updates to Preschedule Values~~

~~Using the same criteria as set forth in section 5.9.5.1, BPA shall revise «Customer Name»'s Customer Inputs, and submit to «Customer Name» its revised Delivery Requests, as needed to reflect BPA's latest estimated generation, inflow and BOS Base values «timing to be determined by BPA»~~

~~*Reviewer's Note: Timing to be determined by BPA, timing of decision unknown.*~~

~~*Reviewer's Note: BPA will need to revise this section to address settlement of Slice in a Day Ahead Market.*~~

~~5.9.5.3 Submission of Electronic Tags~~

~~«Customer Name» shall submit electronic tags to Power Services on day ahead timeframe, pursuant to Exhibit F, which shall indicate energy amounts equal to «Customer Name»'s hourly Delivery Requests established under this section 5.9.5.~~

5.11 POCSA Development Schedule

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~~(1) If energy amounts indicated on «Customer Name»'s electronic tags are greater than its hourly Delivery Requests, then «Customer Name» shall receive the electronic tag amounts and shall incur additional charges or penalty charges as established in the Wholesale Power Rate Schedules and GRSPs, including the Unauthorized Increase Charge, or its successor, for the energy that is in excess of the Slice Output Energy amount.~~

~~(2) If energy amounts indicated on «Customer Name»'s electronic tags are less than its hourly Delivery Requests, then «Customer Name» shall receive the electronic tag amounts and shall forfeit the remaining Slice Output Energy amount.~~

~~5.9.5.4 Delivery Limit Penalties~~

~~Except as described in section 5.9.5.3, Delivery Limit penalties established in Exhibit N shall not be assessed for the first 90 days that the circumstances described in this section 5.9.5 are in effect.~~

~~Reviewer's Note: The version of section 5 shared at the 10/22 workshop has the numbering of sections 5.11 through 5.14 below incorrect (as section 5.10 was skipped). It has not been corrected for this 10/31 draft template release.~~

~~5.11 SCA Development Schedule~~

BPA shall provide «Customer Name» with a SCAPOCSA development schedule at the time this Agreement is offered for execution. «Customer Name» and BPA understand and agree that: (1) the timelines specified in the SCAPOCSA development schedule are not binding and are for preliminary planning purposes only, and (2) the timelines set forth in this section 5 are binding. BPA, «Customer Name», and other members of the SIGSOF shall discuss the requirements and status of the various tasks identified in the SCAPOCSA development schedule.

5.12 ~~Implementation Group~~ Operations Forum

5.12.1 ~~Definitions~~

~~5.12.1.1 "Majority" means at least 51 percent of the Slice Implementation Group (SIG) members (or their alternates) present at a meeting of the SIG at which a Quorum has been established (counting only one representative for each Slice Customer and for BPA, even if both the SIG member and the alternate SIG member are present).~~

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5.12.1.2 “Quorum” means the BPA SIG member and at least 60 percent of all Slice Customer SIG members (provided that if an alternate SIG member is present at a SIG meeting and the corresponding SIG member is not, the alternate SIG member shall be counted for purposes of determining a Quorum).

5.12.1.3 “Super Majority” means at least 66 percent of the Slice Customer SIG members (or their alternates) present at a meeting of the SIG at which a Quorum has been established (counting only one representative for each Slice Customer, even if both the SIG member and the alternate SIG member are present).

5.12.2 ~~SIG Roles and Responsibilities~~

5.12.2.1 —The Parties anticipate that ~~implementation~~ issues will arise regarding the Slice Product or the SCAPOCSA, and that a forum is needed for discussing alternatives and taking actions that may affect BPA and the Slice Customers. The ~~SIG~~Slice Operations Forum (SOF) shall: (1) consider, ~~establish~~recommend, and ~~documenting~~document modifications to the SCAPOCSA necessary to maintain its reasonable representation of the Tier 1 System Resources energy, peaking, storage, and ramping capability; (2) consider, ~~establish~~recommend, and document modifications to the SCAPOCSA necessary for «Customer Name» and other Slice Customers to schedule Slice Output Energy under this Agreement; and (3) establish a ~~clearinghouse~~forum for information regarding the Slice Product and the ~~SCA~~. The ~~SIG shall be constrained to discussion of the Slice Product and its implementation in the SCA under the terms of this Agreement. The SIG shall not be used to discuss product design or contract provisions applicable to future BPA power sales agreements. —POCSA.~~

5.12.2.2 BPA and «Customer Name» shall each appoint a SIG member and an alternate SIG member to attend SIG meetings. Appointment of a SIG member and an alternate SIG member shall initially be made in writing submitted to BPA and all other Slice Customers, and thereafter to the SIG chairperson. The Slice Customer SIG members shall elect a SIG chairperson each year who shall conduct SIG meetings. Any SIG meeting may be conducted virtually. Any action of the SIG, except as otherwise provided herein, shall be made by Majority vote of the SIG members (or any alternates acting in the absence of SIG members) attending the SIG meeting in person or virtually. The SIG may adopt rules and procedures, including dates, times, and locations of meetings, as it deems necessary or desirable. A meeting may be called

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~~by any SIG member or alternate by providing all other SIG members and alternates with written notice at least seven calendar days in advance of such meeting, setting forth the date, location, and subject matter of such meeting. The SIG shall meet at least once during each Fiscal Year.~~

5.12.2 Slice Customers shall propose a draft SOF charter for BPA review and recommendations no later than February 28, 2026. The SOF Charter shall include the following items:

- (1) A process for SOF charter adoption and revisions by an affirmative vote of no less than two-thirds of the Slice customers.
- (2) Rules for convening SOF meetings, establishing a quorum, and rules of order.
- (3) A process to propose POCSA changes to BPA by an affirmative vote of a majority of the Slice Customers.
- (4) BPA may add items to a SOF meeting agenda for discussion.

Slice Customers shall provide a SOF charter to BPA for its approval no later than March 31, 2026.

If the Slice Customers do not adopt a SOF charter, then BPA will identify changes to the POCSA in a meeting with the Slice Customers.

~~5.12.2.3~~ BPA shall have the right in its sole discretion to implement the ~~upgrades, replacements and changes described in sections 5.12.2.3(1) through 5.12.2.3(3) below~~ only to the extent it determines such implementation is consistent with the Slice product as described in section 5.1, and only after: (1) such implementation and related testing is reviewed and discussed by the ~~SIG~~SOF; and (2) such ~~upgrades, replacements and~~ changes have been subjected to testing as determined by BPA to be relevant and sufficient to demonstrate that each ~~upgrade, replacement, or~~ change functions as intended and does not cause any other portion of the ~~SCA~~POCSA to malfunction. Such implementation by BPA shall not be subject to approval by the ~~SIG~~. ~~Notwithstanding BPA's sole discretion to implement such upgrades, replacements and changes, «Customer Name» may dispute BPA's determination of consistency with section 5.1 regarding any such upgrades, replacements, and changes, in accordance with section 22.~~ If as a result of a dispute resolution process such upgrade, replacement, or change is determined to be inconsistent with section 5.1, then BPA, «Customer Name», and other members of the SIG shall consult to identify modifications that make such upgrade,

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~~replacement, or change consistent with section 5.1, and BPA shall promptly implement such modifications~~SOF.

- (1) BPA may change, ~~upgrade or replace~~ the SCAPOCSA as necessary to produce results that reasonably represent the energy production, peaking, storage, or ramping capability of the Tier 1 System Resources.
- (2) BPA may change, ~~upgrade or replace~~ the SCAPOCSA as necessary to maintain functionality with BPA's internal business processes and systems.
- (3) BPA may determine how Operating Constraints are translated into Simulator Parameters for application within the SCA, ~~and in a manner that reflects in the SCA the impacts of such Operating Constraints on the Tier 1 System~~POCSA.

5.12.4 The SOF shall request a BPA review of proposed POCSA changes by an affirmative vote taken in accordance with the SOF charter. BPA shall review the SOF's proposed POCSA changes within 45 calendar days of the SOF affirmative vote. BPA may extend the review period at its sole discretion by written notice to the SOF. BPA shall provide a written determination to the SOF that describes its decision to support or not support the proposed POCSA changes.

If 5.12.2.4 — Subject to the procedures set forth below and except as otherwise provided in section 5.12.2.3, BPA or any Slice Customer may propose changes to the SCA. Any such proposal shall be made in writing and be provided to all members of the SIG. The proposal shall state the change or changes proposed, the reasons for such proposed change or changes, the expected impacts or benefits, and the time frame of implementation.

5.12.2.5 Following receipt of written notice proposing a change to the SCA pursuant to section 5.12.2.4, the SIG chairperson shall convene the SIG to discuss such proposed change(s). The SIG shall decide, using its normal rules of procedure, the type of analysis (if any) that should be performed on the proposed change(s), and, as applicable, whether the proposed change(s) shall be further considered.

5.12.2.6 After an analysis (if any) is completed and distributed to the SIG members, the SIG chairperson shall convene a meeting of the SIG to discuss the proposed change(s), and any modifications thereto. If BPA elects to submit the proposed change(s) for public comment, the SIG chairperson will

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~~postpone any vote on the proposed change(s) for up to 45 calendar days to permit BPA to conduct a public comment process.~~

~~5.12.2.7 At a meeting of the SIG, the SIG chairperson shall put to a vote the question of whether the proposed change(s) should be recommended for implementation. If a Majority of the SIG members vote in favor of implementing the proposed change(s), then the proposed change(s) will be implemented by BPA unless:~~

- ~~(1) the BPA SIG member opposes the proposed change(s), in which case the proposed change(s) shall not be adopted, and the SCA shall not be revised; or~~
- ~~(2) the BPA SIG member approves the proposed change(s), and one or more Slice Customer SIG members who voted against the implementation of the proposed change(s) request in writing to all SIG members, within 10 calendar days of the Majority vote approving such implementation, a second vote by all Slice Customer SIG members on the question of whether the proposed change(s) should be implemented. In this event, implementation shall be deferred until such second vote is taken. Such second vote shall be taken within 20 calendar days of the date of such Majority vote. If a Super Majority of the Slice Customer SIG members affirm the proposal under such second vote to implement the proposed change(s), then the proposed change(s) will be implemented. If a Super Majority of the Slice Customer SIG members does not affirm under such second vote to implement the proposed change(s), then the proposed change(s) will not be implemented.~~

BPA supports the proposed POCSA changes, then BPA will commence planning for the implementation of such changes. BPA shall provide the SOF with a proposed plan for the implementation of the POCSA changes. During the planning and implementation of such proposed changes BPA may identify constraints and technical challenges that preclude BPA from implementing the proposed changes. BPA shall promptly identify any such implementation constraints or technical challenges to the SOF in writing.

If BPA does not support the proposed POCSA changes, then BPA will not implement the proposed POCSA changes.

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5.13 Creditworthiness

«Customer Name» shall execute a ~~Creditworthiness Agreement~~creditworthiness agreement with BPA prior to or coincident with execution of this Agreement.

5.14 Slice True-Up Adjustment Charge

5.14.1 BPA shall calculate a Slice True-Up Adjustment Charge annually pursuant to section 2.8.5 of the PRDM.

5.14.2 BPA shall compute interest ~~and such interest applicable~~ to the Slice True-Up Adjustment Charge using ~~the simple interest computed~~ daily interest rate. The daily interest rate shall be the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue of the Fiscal Year in which the Slice True-Up Adjustment Charge is calculated), divided by 365. The daily interest rate ~~will~~shall be fixed on the first day of the Fiscal Year in which the applicable Slice True-Up Adjustment Charge is calculated for the time periods specified under section 5.14.3.

5.14.3 Interest determined pursuant to section 5.14.2 shall be computed and added to the Slice True-Up Adjustment Charge for «Customer Name» for the time periods defined as follows:

- (1) If the Slice True-Up Adjustment Charge is a credit to «Customer Name», then the period for interest computation will begin with the first day of the Fiscal Year in which the Slice True-Up Adjustment Charge is calculated, and will end on the due date of the bill that contains such credit.
- (2) If the Slice True-Up Adjustment Charge is a charge payable to BPA, then the period for interest computation will begin with the first day of the Fiscal Year in which the Slice True-Up Adjustment Charge is calculated, and will end, with regard to the portion to be paid, on the due date for each of the three monthly bills in which the Slice True-Up Adjustment Charge appears. If «Customer Name» elects to pay the charge in one month, then «Customer Name» shall notify BPA in writing and the period for interest computation will begin with the first day of the Fiscal Year in which the Slice True-Up Adjustment Charge is calculated and will end on the due date for the next monthly bill issued following the day such Slice True-Up Adjustment Charge is calculated.
- (3) If a credit or charge contained in a Slice True-Up Adjustment Charge is subject to dispute resolution pursuant to Attachment-A of the PRDM or has been reserved for final

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disposition in the next 7(i) Process, all pursuant to the PRDM, and if there is an adjustment to such credit or charge as a result thereof, then the period for the interest calculation shall begin on the first day of the Fiscal Year in which the disputed Slice True-Up Adjustment Charge was calculated and will end as specified in section 5.14.3 subsection-(1) or (2) depending upon whether the adjustment is a credit or a charge.

~~END SLICE/BLOCK template.~~

~~END SLICE/BLOCK template.~~

6. PUBLIC RATE DESIGN METHODOLOGY

- 6.1 ~~BPA has adopted a tiered rate construct.~~ The PRDM applies for the term of this Agreement. ~~BPA has established the tiered rate design in the PRDM and BPA~~ shall apply the PRDM in accordance with its terms, which ~~shall~~ govern BPA's establishment, review and revision of ~~all~~ Priority Firm Power (PF) rates for power sold under this Agreement, pursuant to section 7(i) of the Northwest Power Act for Firm Requirements Power sold under this Agreement.
- 6.2 The recitation of language from the PRDM in this Agreement ~~is~~ does not ~~intended to~~ incorporate such language into this Agreement. ~~The BPA may only revise the PRDM's language may be revised, but only~~ in accordance with the requirements of PRDM section 9. If BPA revises the language of the PRDM ~~is revised~~, then BPA will unilaterally amend this Agreement to accordingly modify any such language recited in this Agreement.
- 6.3 Any disputes over the meaning of the PRDM or rates, including whether BPA is adhering to its obligation under the PRDM to revise the PRDM only in accordance with the PRDM section 9, or whether the Administrator is correctly implementing the PRDM or rates, including but not limited to matters of whether the Administrator is correctly interpreting, applying, and otherwise adhering or conforming to the PRDM or rate, shall (1) be resolved pursuant to any applicable procedures set forth in the PRDM; (2) if resolved by the Administrator as part of a proceeding under section 7(i) of the Northwest Power Act, be reviewable as part of the United States Court of Appeals for the Ninth Circuit's review under section ~~94~~ 9(e)(5) of the Northwest Power Act of the rates or rate matters determined in such section 7(i) proceeding (after FERC final confirmation and approval, and subject to any further review by the United States Supreme Court); and (3) if resolved by the Administrator outside such a section 7(i) ~~proceeding, Process~~ and such decision is a final action, be reviewable by the United States Court of Appeals for the Ninth Circuit under section 9(e)(5) of the Northwest Power Act (subject to any further review by the United States Supreme Court). The remedies available to ~~«Customer Name»~~ through such judicial review shall be

Commented [RMM28]: The section 6, PRDM language was shared at workshop on May 6 and Oct. 9. BPA received comments during and after the Oct 9 workshop that have not yet been addressed. Further discussions will be scheduled.

Commented [BA(P629): The word "only" was added to address a comment that the PRDM could only be modified as per section 9.

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«Customer Name»'s sole and exclusive remedy for such disputes, ~~except as provided in the next paragraph.~~

~~Any knowing failure of BPA to abide by the PRDM, or any BPA repudiation of its obligation here and under the PRDM to revise the PRDM only in accordance with the PRDM section 9 revision processes, would be a matter of contract to be resolved as would any other claim of breach of contract under this Agreement. For purposes of this paragraph, when there is a dispute between BPA and «Customer Name» concerning what the PRDM means or requires, a “knowing failure” shall occur only in the event the United States Court of Appeals for the Ninth Circuit or, upon further review, the United States Supreme Court rules against BPA on its position as to what the PRDM means or requires and BPA thereafter persists in its prior position.~~

- 6.4 BPA shall not publish a Federal Register Notice regarding BPA rates or the PRDM that prohibits, limits, or restricts «Customer Name»'s right to submit testimony or brief issues on rate matters regarding the meaning or implementation of the PRDM or establishment of BPA rates pursuant to ~~it,~~ provided however for the PRDM. For purposes of BPA's conformance to this paragraph, a “rate matter” shall not include budgetary and program level issues, or any other matter unrelated to the PRDM or the establishment of rates pursuant to the PRDM.

7. **CONTRACT HIGH WATER MARKS**

By September 30, 2026, BPA shall establish «Customer Name»'s CHWM in the FY-2026 CHWM Calculation Process ~~by September 30, 2026~~ and revise Exhibit_B to state «Customer Name»'s CHWM. Once established, BPA may only adjust «Customer Name»'s CHWM as permitted pursuant to Exhibit_B. After any adjustment, BPA shall revise Exhibit_B to state «Customer Name»'s adjusted CHWM.

Commented [RMM30]: Section 7, CHWMs was shared at the Sept. 18, 2024 workshop. BPA received comments during and after the Sept. 18 workshop. Further discussion will be scheduled at a workshop soon.

8. **APPLICABLE RATES**

Purchases under this Agreement are subject to the following rate schedules, or their successors: Priority Firm Power (PF), including Tier 1 Rates and Tier 2 Rates, New Resource Firm Power (NR), and Firm Power Products and Services (FPS), as applicable. Billing determinants for any purchases will be included in each rate schedule. Power purchases and services sold under this Agreement are subject to the applicable rates and charges in BPA's Wholesale Power Rate Schedules, established in accordance with the PRDM, as applicable, and its GRSPs (or their successors) established during a 7(i) ~~Process~~ Process. «Customer Name» may incur additional charges as established in the applicable 7(i) Process, and as provided in the Wholesale Power Rate Schedules and GRSPs, including the Unauthorized Increase Charge or its successors.

Commented [RMM31]: The LF, Block and Slice/Block versions of section 8 were shared at the Sept. 17 workshop. BPA anticipates further discussion on this section at a workshop in November, 2024.

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Include in **LOAD FOLLOWING** template:

8.1 **Applicability of Tier 1 and Tier 2 Rates**

BPA shall establish PF power rates that include rate schedules for purchase amounts at Tier 1 Rates and purchase amounts at Tier 2 Rates. Tier_1 Rates and Tier_2 Rates shall apply to «Customer Name»'s purchases as follows:

- (1) Tier 1 Rates shall apply to Firm Requirements Power that «Customer Name» purchases under this Agreement ~~-(1), less: (A) amounts of Firm Requirements Power priced at Tier 2 Rates elected by «Customer Name» in section 2 of Exhibit C, and (B) any amounts of Firm Requirements Power priced at the NR or other applicable 7(f) rate and purchased for Planned NLSLs and NLSLs (with exception for the application of section 23.3.7.1 Renewable Resource/ Cogeneration Exception) pursuant to Exhibit D.~~
- (2) Tier 2 Rates shall apply to such planned annual amounts of Firm Requirements Power that «Customer Name» purchases selects to purchase to serve its Above-CHWM Load, pursuant to Exhibit C, that remains after applying «Customer Name»'s New Resources.

END LOAD FOLLOWING template.

Include in **BLOCK** template:

8.1 **Applicability of Tier 1 and Tier 2 Rates**

BPA shall establish PF power rates that include rate schedules for purchase amounts at Tier 1 Rates and purchase amounts at Tier 2 Rates. ~~Tier 1 Rates and Tier 2 Rates shall apply to «Customer Name»'s purchases as follows:~~

- ~~(1) Tier 1 Rates shall apply to «Customer Name»'s purchases of Tier 1 Block Amounts, as specified in section 1 of Exhibit C.~~
- ~~(2) Tier 2 Rates shall apply to «Customer Name»'s purchases of Tier 2 Block Amounts, if any, in accordance with the terms of section 2 of Exhibit C.~~

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

Include in **SLICE/BLOCK** template:

8.1 ~~**Applicability of Tier 1 and Tier 2 Rates**~~

~~BPA shall establish PF power rates that include rate schedules for purchase amounts at Tier 1 Rates and purchase amounts at Tier 2 Rates. Tier 1 Rates and Tier 2 Rates shall apply to «Customer Name»'s purchases as follows:~~

- ~~(1) Tier 1 Rates shall apply to «Customer Name»'s purchases of Tier 1 Block Amounts, as specified in section 1 of Exhibit C, Firm Slice Amounts, and associated Slice Output.~~

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- (2) Tier-2 Rates shall apply to «Customer Name»'s purchases of Tier 2 Block Amounts, if any, in accordance with the terms of section 2 of Exhibit C.

END BLOCK template.

Include in SLICE/BLOCK template:

8.1 Applicability of Tier 1 and Tier 2 Rates

BPA shall establish PF power rates that include rate schedules for purchase amounts at Tier 1 Rates and purchase amounts at Tier 2 Rates. Tier 1 Rates and Tier 2 Rates shall apply to «Customer Name»'s purchases as follows:

- (1) Tier 1 Rates shall apply to «Customer Name»'s purchases of Tier 1 Block Amounts, as specified in section 1 of Exhibit C, Firm Slice Amounts, and associated Slice Output.
- (2) Tier 2 Rates shall apply to «Customer Name»'s purchases of Tier 2 Block Amounts, if any, in accordance with the terms of section 2 of Exhibit C.

END SLICE/BLOCK template.

9. **ELECTIONS TO PURCHASE POWER PRICED AT TIER 2 RATES**

Commented [RMM32]: Section 9 was shared at the Oct. 9 workshop.

9.1 **Tier 2 Rate Alternatives**

Subject to the requirements of this section 9 and Exhibit-C and pursuant to the PRDM, «Customer Name» shall have the right to purchase Firm Requirements Power at a Tier 2 Long-Term Rate, Tier-2 Short-Term Rate, and Tier-2 Vintage Rate.

9.2 **Above-CHWM Load Service Options and Tier 2 Rate Elections**

BPA shall calculate «Customer Name»'s Above-CHWM Load in the Above-CHWM Load Process ahead of each Rate Period.

«Customer Name» has the option to serve its Above-CHWM Load with:

- (1) Firm Requirements Power purchased from BPA at a Tier 2 Rate or rates,
(2) Dedicated Resources, or (3) a specific combination of both (1) and (2).

Within sixty calendar days after BPA publishes, to its publicly available website, ~~customer's~~«Customer Name»'s final CHWMs from the FY-2026 CHWM Calculation Process, «Customer Name» shall determine and provide written notice to BPA of its Above-CHWM Load service election, including its election to purchase Firm Requirements Power at Tier-2 Rates, consistent with section-2.1 of Exhibit-C.

BPA shall update Exhibit-C to state «Customer Name»'s Tier-2 Rate purchase elections and the amount of its purchase obligation of Firm Requirements Power at Tier-2 Rates.

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9.3 Amounts of Tier 2 Flat Across All Hours

Amounts of Firm Requirements Power sold by BPA at Tier 2 Rates and purchased by «Customer Name» shall be equal in all hours of the year.

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

10. **TIER 2 REMARKETING AND RESOURCE REMOVAL**

Under this section 10, «Customer Name» does not have temporary resource removal or remarketing rights for its Dedicated Resources in Exhibit A added pursuant to section 3.5.4 or section 3.5.8: of the Agreement. In addition, under this section 10, «Customer Name» does not have temporary resource removal or remarketing rights for any Dedicated Resource amounts or amounts of Firm Requirements Power purchased at Tier 2 Rates that would otherwise be eligible for removal or remarketing due to the addition of resources under section 3.5.4 of the Agreement. Any BPA remarketing of Tier 2 Vintage Rate purchase obligation amounts under this section 10 is subject to section 2.5.6 of Exhibit C.

Commented [RMM33]: Section10, Load Following version was shared at the Oct. 9 workshop. Further discussion is scheduled for a workshop in November 2024.

10.1 **New Resource Removal and Remarketing of Tier 2 Rate Purchase Obligation Amounts for Each Rate Period**

If «Customer Name»'s Above-CHWM Load as forecasted for each Fiscal Year of an upcoming Rate Period is less than the sum of: (1) «Customer Name»'s New Resource amounts serving its Above-CHWM Load, as stated in Exhibit A, and (2) Tier 2 Rate purchase obligation amounts, as stated in Exhibit C, then, except as permitted in sectionsections 10.1.3 and 10.1.4 below and in the following order:

- (1) «Customer Name» shall temporarily remove its eligible New Resource amounts, and
- (2) BPA shall remarket «Customer Name»'s Tier 2 Rate purchase obligation amounts.

Any removal of eligible New Resource amounts or remarketing of Tier 2 Rate purchase obligation amounts shall apply until either: (1)-the removed New Resource amounts plus the remarketed Tier 2 Rate purchase obligation amounts equal the amount by which «Customer Name»'s New Resource amounts plus its Tier 2 Rate purchase obligation amounts exceed its Above-CHWM Load, or (2)-all of «Customer Name»'s New Resources are removed and all of its Tier 2 Rate purchase obligation amounts are remarketed.

- 10.1.1 If «Customer Name» has more than one New Resource, then by July 31 of each Forecast Year, «Customer Name» shall notify BPA of the order and associated amounts of «Customer Name»'s New Resources that «Customer Name» shall remove for each Fiscal Year in the upcoming Rate Period to the extent necessary to comply with this section 10.1.

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10.1.2 If «Customer Name» fails to notify BPA in accordance with section 10.1.1, then BPA shall determine the order and associated amounts of «Customer Name»'s New Resource removal for each Fiscal Year in the upcoming Rate Period to comply with ~~this~~ section 10.1.

10.1.3 If compliance with the requirements of ~~this~~ section 10.1 would cause «Customer Name» to remove part or all of any New Resource amounts that «Customer Name» uses to fulfill a state or federal renewable resource standard or other comparable legal obligation, then by July 31 of each Forecast Year «Customer Name» may request for BPA to remarket the same amount of Tier 2 Rate purchase obligation amounts until all of «Customer Name»'s Tier 2 Rate purchase obligation amounts are remarketed. Following such remarketing, «Customer Name» may either temporarily remove New Resources applied to the Tier 1 Allowance Amount or Existing Resources to the extent necessary to comply with ~~this~~ section 10.1, provided that the hourly, monthly, and Diurnal amounts removed shall be equal to the hourly, monthly, and Diurnal amounts provided by the New Resources that «Customer Name» would have otherwise been obligated to remove.

10.1.4 If: (1) «Customer Name» made an election under section 2.1(3) or section 2.1(4) of Exhibit C to serve all or a portion of its Above-CHWM Load using the flexible option, (2) «Customer Name» has both New Resource amounts and Tier 2 Vintage Rate purchase obligation amounts for serving such Above-CHWM Load, and (3) compliance with the requirements of section 10.1 would cause «Customer Name» to remove part or all of its New Resource amounts, then «Customer Name» may request for BPA to first remarket the Tier 2 Vintage Rate purchase obligation amounts until all of «Customer Name»'s Tier 2 Vintage Rate purchase obligation amounts are remarketed before removing any New Resource amounts.

10.2 Partial Resource Removal

When only a portion of an eligible Dedicated Resource is removed pursuant to section 10.1 above, such resources shall be removed proportionally to maintain the same annual shape for the resource as established in Exhibit A.

10.3 Responsibilities for Remarketing Tier 2 Rate ~~purchase amounts~~Purchase Obligation Amounts and Disposition of Dedicated Resource

«Customer Name» shall be subject to applicable charges or credits, as established in a 7(i) Process, associated with BPA's remarketing of Tier 2 Rate purchase obligation amounts of Firm Requirements Power.

Except as specified in section 10.4 below, «Customer Name» shall be responsible for the disposition of any amounts of its Dedicated Resources,

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whether Specified Resources or Committed Power Purchase Amounts that are removed or reduced pursuant to this Agreement.

10.4 Removal of Resources Taking RSS

If «Customer Name» purchases RSS for any New Resources that are partially or entirely removed pursuant to sections 10.1 or 10.2 above, then the following shall apply:

~~10.4.1 «Customer Name» shall continue to supply the entire amount of any such resources consistent with applicable provisions stated in Exhibit D.~~

~~10.4.2 BPA shall remarket the amounts of any such resources that are removed pursuant to section 10.1 in the same manner BPA remarkets Tier 2 Rate purchase amounts in section 10.3. BPA shall revise Exhibit A to identify the amounts of any such resources that are removed. BPA shall continue to provide RSS in accordance with applicable provisions in Exhibit D to any amounts of such resources that remain in Exhibit A after resource removal.~~

~~END LOAD FOLLOWING template.~~

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

~~10. TIER 2 REMARKETING AND RESOURCE REMOVAL~~

~~Under this section 10, «Customer Name» does not have temporary resource removal or remarketing rights for its Dedicated Resources in Exhibit A added pursuant to section 3.5.4 or section 3.5.8. In addition, under this section 10, «Customer Name» does not have temporary resource removal or remarketing rights for any Dedicated Resource amounts or amounts of Firm Requirements Power purchased at Tier 2 Rates that would otherwise be eligible for removal or remarketing due to the addition of resources under section 3.5.4.~~

~~10.1 New Resource Removal and Remarketing of Tier 2 Rate Purchase Amounts~~

~~By July 31, 2028 and by each July 31 thereafter, BPA shall calculate «Customer Name»'s New Resource Removal and remarketing of Tier 2 Rate purchase amounts for the upcoming Fiscal Year, if applicable. If «Customer Name»'s Net Requirement Prior to Resource Removal for the upcoming Fiscal Year is less than the sum of: (1) «Customer Name»'s CHWM, (2) «Customer Name»'s Tier 2 Rate purchase amounts, as stated in Exhibit C, and (3) «Customer Name»'s New Resource amounts serving Above CHWM Load as stated in Exhibit A, then, except as permitted in section 10.1.3 and in the following order:~~

- ~~(1) «Customer Name» shall temporarily remove its eligible New Resource amounts, and~~

Commented [RMM34]: Section 10, Block and Slice/Block versions were shared at the Oct. 9 workshop. Further discussion is scheduled for a workshop in November 2024.

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~~(2) — BPA shall remarket «Customer Name»'s Tier 2 Rate purchase amounts.~~

~~Any removal of eligible New Resource amounts or remarketing of Tier 2 Rate purchase amounts shall apply until either: (1) the removed New Resource amounts plus the remarketed Tier 2 Rate purchase amounts equal the amount by which «Customer Name»'s New Resource amounts plus its Tier 2 Rate purchase amounts exceed its Net Requirement Prior to Resource Removal, or (2) all of «Customer Name»'s New Resources are removed and all of its Tier 2 Rate purchase amounts are remarketed.~~

~~10.1.1 If «Customer Name» has more than one New Resource, then by August 15, 2028 and each August 15 thereafter, «Customer Name» shall notify BPA of the order and associated amounts of «Customer Name»'s New Resources that «Customer Name» shall remove for the upcoming Fiscal Year to the extent necessary to comply with this section 10.1.~~

~~10.1.2 If «Customer Name» fails to notify BPA in accordance with section 10.1.1, then BPA shall determine the order and associated amounts of «Customer Name»'s New Resource removal for the upcoming Fiscal Year to comply with this section 10.1.~~

~~10.1.3 If compliance with the requirements of this section 10.1 would cause «Customer Name» to remove part or all of any New Resource amounts that «Customer Name» uses to fulfill a state or federal renewable resource standard or other comparable legal obligation, then «Customer Name» may request for BPA to remarket the same amount of Tier 2 Rate purchase amounts until all of «Customer Name»'s Tier 2 Rate purchase amounts are remarketed. Following such remarketing, «Customer Name» may either temporarily remove New Resources applied to the Tier 1 Allowance or Existing Resources to the extent necessary to comply with this section 10.1, provided that the hourly, monthly, and Diurnal amounts removed shall be equal to the hourly, monthly, and Diurnal amounts provided by the New Resources that «Customer Name» would have otherwise been obligated to remove.~~

~~*Reviewer's Note: Section 10.1.4 may be deleted entirely due to PRDM 4.2.2 Marginal Energy True Up*~~

~~**10.1.4 Existing Resource Removal in Second Year of Rate Period**
By July 31, 2029 and by each July 31 of a Forecast Year thereafter, BPA shall calculate «Customer Name»'s Existing Resource Removal for the upcoming Fiscal Year, if applicable. «Customer Name» shall remove Existing Resources when its Net Requirement Prior to Resource Removal for the second year of the Rate Period is less than its Net Requirement Prior to Resource Removal for the first Fiscal Year of the same Rate Period. The Existing Resource amount~~

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~~removed shall be the lesser of: (1) the greater of zero or «Customer Name»'s CHWM minus its Net Requirement Prior to Resource Removal for the second year of the Rate Period, or (2) the greater of zero or «Customer Name»'s Net Requirement Prior to Resource Removal for the first year of the Rate Period minus its Net Requirement Prior to Resource Removal for the second year of the Rate Period—Expressed as a formula, the Existing Resource removal amount in the second year of the applicable Rate Period is calculated as follows:~~

$$\text{ExResRemAmt} = \min((\max(0, \text{CHWM} - \text{NRPPR2})), (\max(0, \text{NRPPR1} - \text{NRPPR2})))$$

~~where:~~

~~ExResRemAmt = Existing Resource Removal Amount~~

~~NRPPR1 = Net Requirement Prior to Resource Removal Year 1 of the applicable Rate Period~~

~~NRPPR2 = Net Requirement Prior to Resource Removal Year 2 of the applicable Rate Period~~

~~If Existing Resource Removal is applicable in the upcoming Fiscal Year and «Customer Name» has more than one Existing Resource, then by August 15, then «Customer Name» shall notify BPA of the order and associated amounts of «Customer Name»'s Existing Resources that «Customer Name» shall remove for the upcoming Fiscal Year to the extent necessary to comply with this section 10.1.4.~~

~~10.2 — Partial Resource Removal~~

~~When only a portion of an eligible Dedicated Resource is removed pursuant to section 10.1, such resources shall be removed proportionally to maintain the same annual shape for the resource as established in Exhibit A.~~

~~10.3 — Responsibilities for Remarketing Tier 2 Rate purchase amounts and Disposition of Dedicated Resource~~

~~«Customer Name» shall be subject to applicable charges or credits, as established in a 7(i) Process, associated with BPA's remarketing of Tier 2 Rate purchase amounts of Firm Requirements Power.~~

~~Except as specified in section 10.4, «Customer Name» shall be responsible for the disposition of any amounts of its Dedicated Resources, whether Specified Resources or Committed Power Purchase Amounts that are removed or reduced pursuant to this Agreement.~~

~~10.4 — Removal of Resources Taking RSS~~

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~~If «Customer Name» purchases RSS for any New Resources that are partially or entirely removed pursuant to sections 10.1 or 10.2 above, then the following shall apply:~~

10.4.1 «Customer Name» shall continue to supply the entire amount of any such resources consistent with applicable provisions stated in Exhibit ~~DJ~~.

10.4.2 BPA shall remarket the amounts of any such resources that are removed pursuant to section 10.1 in the same manner BPA remarkets Tier 2 Rate purchase obligation amounts in section 10.3. BPA shall revise Exhibit ~~A~~ to identify the amounts of any such resources that are removed. BPA shall continue to provide RSS in accordance with applicable provisions in Exhibit ~~DJ~~ to any amounts of such resources that remain in Exhibit ~~A~~ after resource removal.

~~END BLOCK and~~

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

10.5 New Resource Removal and Remarketing of Tier 2 Rate Purchase Obligation Amounts with an Updated Net Requirement Forecast

~~For purposes of this section 10, if BPA calculates an updated Net Requirement forecast for «Customer Name» as provided in section 17.6.2, then BPA shall establish a substitute amount that shall apply instead of «Customer Name»'s Above-CHWM Load for the remaining year(s) of the applicable Rate Period. Such substitute amount (negative values set to zero) shall equal: (A) «Customer Name»'s updated Total Retail Load forecast, submitted consistent with section 17.6.2, minus (B) Customer Name's Existing Resources, NLSLs, Specified Resources added to Tier 1 Allowance Amount, Consumer-Owned Resources serving On-Site Consumer Load, and «Customer Name»'s CHWM. «Customer Name» shall notify BPA of any elections under section 10.1 above by February 28 ahead of power delivery for the applicable Fiscal Year.~~

~~END SLICE/BLOCK and BLOCK templates.~~

11. **RIGHT TO CHANGE PURCHASE OBLIGATION**

11.1 **One-Time Right to Change Purchase Obligation**

Under this Agreement «Customer Name» shall have a one-time right to request a change in its purchase obligation, identified in section 3, to another purchase obligation available from BPA, including *(Drafter's Note: Delete product customer is currently purchasing and adjust so that it reads X, Y, or Z.)* «Load Following, »«Annual Flat Block, »«Diurnally Shaped Monthly Block, »«Flat Monthly Block, »«Flat Monthly Block with 10% Shaping Capacity, » «Flat Monthly Block with PNR Shaping Capacity, » «or» «Flat Monthly Block with PNR Shaping Capacity with PLVS, »«or_»«Slice/Block, if available».

Commented [RMM35]: Section 11, Right to Change Purchase Obligation was shared at workshop on Oct. 15.

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Unless otherwise agreed by the Parties, any «Customer Name» Above-CHWM Load service elections, Dedicated Resource additions, and other elections made under this Agreement shall continue to be applicable under the new purchase obligation, provided that BPA may update such terms and conditions consistent with the then-current terms of the new purchase obligation, and additional costs may apply for service under the new purchase obligation as described in section 11.6.

11.2 Notice and Conditions to Change Purchase Obligation

No sooner than October 1, 2028, «Customer Name» may provide written notice to BPA to request a change to its purchase obligation. Such notice to BPA must be at least three years prior to the start of the Rate Period the purchase obligation change would be effective. «Customer Name»'s notice shall state: (1) the purchase obligation request, and (2) the Rate Period «Customer Name» requests the change to be effective. The latest date that «Customer Name» may provide notice to request a change to its purchase obligation is September 30, 2037 for a purchase obligation change effective on October 1, 2040.

11.3 Limitations Due to **Total Monthly Peak Load Increase**

After receiving «Customer Name»'s notice under section 11.2, BPA shall evaluate the impact of «Customer Name»'s request on BPA's forecast of its total monthly peak load obligation relative to the forecast of BPA's most recent forecast of its total monthly Qualified Capacity Contribution (QCC) values, or successor capacity requirements, for the first Fiscal Year the purchase obligation change would become effective. If As part of such evaluation BPA receives multiple requests from customers to will assess the change their to monthly QCC made by (1) a change to «Customer Name» purchase obligation that would be effective the same Rate Period, then BPA shall evaluate: (1) the impact of each customer's request individually, and (2) the aggregate total impact peak amounts of all customers' requests «Customer Name»'s Dedicated Resource(s) as stated in Exhibit A.

If after its evaluation BPA determines that the «Customer Name»'s request to change its purchase obligation change(s) would increase BPA's total monthly peak load obligation relative to BPA's change in QCC forecast in any one month by an amount greater than: (1) the QCC values, then BPA may:

- (1) approve «Customer Name»'s request and directly assign any costs as stated in section 11.6 below; or
- (2) approve «Customer Name»'s request without directly assigning such costs; or
- (3) deny «Customer Name»'s request to change its purchase obligation.

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If BPA receives multiple requests from customers to change their purchase obligation and such changes would be effective at the beginning of «Customer Name»'s Dedicated Resource(s), or (2) the same Rate Period, then BPA shall evaluate the impact of «Customer Name»'s purchase obligation request together with all requesting customers to assess the aggregate of all change-requesting customers' Dedicated Resources, then impact of all such purchase obligation change requests. If BPA determines that such requests would increase BPA's total monthly peak load obligation, in relationship to the change in BPA's QCC forecast in any one month, then in addition to options (1), (2), or (3) above, BPA may:

~~(A)~~ approve «Customer Name»'s request but defer the date on which «Customer Name»'s new purchase obligation change would become effective to the start of a subsequent Rate Period; or

~~(B)~~ approve «Customer Name»'s request and directly assign any costs associated with BPA meeting the difference in net peak load obligations and QCC to requesting customers as outlined in section 11.6 below; or

~~(C)~~ deny «Customer Name»'s request to change its purchase obligation.

If BPA determines after its evaluation that the purchase obligation change(s) would not increase BPA's total monthly peak load obligation, in any one month by an amount greater than:

~~(1) relationship to the QCC values of «Customer Name»'s Dedicated Resource(s), or (2) the aggregate of all change-requesting customers' Dedicated Resources in BPA's QCC forecast,~~ then BPA may approve «Customer Name»'s request to change its purchase obligation.

BPA shall provide customers with an opportunity to comment on any ~~customer(s)~~ customer's request to change ~~their~~ its purchase obligation.

*Include in **LOAD FOLLOWING** and **BLOCK** templates:*

11.4 **Restrictions on Changing Purchase Obligation to the Slice/Block Product**

If, during the term of this Agreement, all customer purchases of the Slice/Block product become reduced to zero percent, then BPA will retire the Slice/Block product as a purchase obligation option under this contract. After such retirement, «Customer Name»'s right to change its purchase obligation will be limited to the Load Following or Block ~~product~~ options as outlined in section-3.1.

*END **LOAD FOLLOWING** and **BLOCK** templates.*

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

11.4 **Intentionally Left Blank**

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

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11.5 Changes to Block Purchase Obligation

If «Customer Name» requests and BPA completes a change from one Block purchase obligation to a different Block purchase obligation as outlined in section ~~3.1 and section~~ 1 of Exhibit C, then «Customer Name»~~s~~ will have exercised their one-time right time right to change its purchase obligation as stated above in section 11.1.

11.6 Charges to Change Purchase Obligation

In addition to the limitations established in sections 11.1, 11.2 and 11.3 above, «Customer Name» may be subject to charges, in addition to the rates for the new service, as a result of changing its purchase obligation. Such additional charges shall recover all additional costs that: (1) will be incurred by BPA to serve «Customer Name» under its new purchase obligation compared to its existing purchase obligation, and (2) would otherwise result in a rate impact on all other customers receiving service under a CHWM Contract. If «Customer Name» makes a request to change its purchase obligation, then BPA shall notify «Customer Name» of any such additional charges. BPA shall not be required to make a payment to «Customer Name» as a result of «Customer Name» changing its purchase obligation.

*Include in **LOAD FOLLOWING** and **BLOCK** templates:*

11.7 Change Confirmation

Within 30 days of BPA's presentation to «Customer Name» of the additional charges determined in section 11.6, and «Customer Name»'s maximum Slice Percentage calculated pursuant to section ~~11.9~~, if applicable. «Customer Name» shall provide BPA with written notice whether it will proceed with its request to change its purchase obligation.

*End **LOAD FOLLOWING** and **BLOCK** templates.*

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

11.7 Change Confirmation

Within 30 days of BPA's presentation to «Customer Name» of the additional charges determined in section 11.6, «Customer Name» shall provide BPA with written notice whether it will proceed with its request to change its purchase obligation.

*End **SLICE/BLOCK** template.*

11.8 Amendment to Reflect New Purchase Obligation

Following «Customer Name»'s confirmation of its decision to change its purchase obligation, the Parties shall amend this Agreement to replace the terms of «Customer Name»'s current purchase obligation with the terms of the new purchase obligation.

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Include in **LOAD FOLLOWING** and **BLOCK** templates:

11.9 Available Slice Product and Slice Percentage

The total Firm Slice Amount BPA offers to all customers purchasing the Slice/Block Product shall not exceed twenty five percent of the sum of CHWMs established in the FY-2026 CHWM Process. If «Customer Name» requests to change to the Slice/Block Product, then BPA shall calculate «Customer Name»'s amount of available Slice Product for changes to the Slice/Block product as follows:

- (1) BPA shall calculate the total amount of available Slice Product in Average Megawatts for purchase by all customers requesting a change to the Slice/Block Product by subtracting (~~4~~A) the sum of existing Slice/Block Product customers' CHWMs multiplied by fifty percent, from (~~2~~B) twenty five percent of the sum of initial CHWMs established in the FY-2026 CHWM Process.

Expressed as a formula:

Available Slice Product = (25% (sum of initial FY 2026 CHWMs)) – (50% (existing Slice/Block customer's CHMW))

BPA shall compare the amount of available Slice Product to fifty percent of the sum of initial CHWMs for all customers requesting a change to the Slice/Block Product to determine the maximum Slice Percentage BPA shall offer to «Customer Name».

Option: Include for cooperative customers:

BPA may reduce «Customer Name»'s Slice Percentage to ~~0.5~~0.8 pursuant to section ~~24~~21.8 of this Agreement.

End Option

- (2) If the available Slice Product calculated pursuant to section 11.9(1) above is equal to or exceeds fifty percent of the sum of CHWMs for all customers requesting a change to Slice/Block Product, then BPA shall not limit the request.

BPA shall notify «Customer Name» of the available amounts of Slice Product available in accordance with section 11.7. «Customer Name» shall provide a change confirmation to BPA pursuant to section 11.7. «Customer Name»'s Slice Percentage in each Fiscal Year shall be calculated pursuant to section 5.3.

- (3) If the available Slice Product calculated pursuant to section 11.9(1) is less than fifty percent of the sum of CHWMs for all customers requesting a change to the Slice/Block Product, then BPA shall limit the maximum Slice Percentage of those customers requesting a change to Slice/Block Product on a pro rata basis.

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BPA shall notify «Customer Name» of the amounts of Slice Product and «Customer Name» shall provide BPA with a change confirmation pursuant to section 11.7. «Customer Name»'s Slice Percentage in each Fiscal Year shall be calculated pursuant to section 5.3.

If the amount of available Slice Product increases in the future, then BPA, in its sole discretion, may offer Slice Customers with a maximum Slice Percentage that was reduced under section 11.9(3) to less than fifty percent of its CHWM, a pro rata adjustment to increase the maximum Slice Percentage.

If BPA determines it will offer an increase under this section 11.9(3), ~~then~~ BPA shall notify such Slice Customers of a potential increase to available Slice Product within 30 days of BPA's receipt of a customer notice pursuant to section 11.2. BPA shall notify such Slice Customers of an actual increase to available Slice Product within 30 days of BPA's receipt of change confirmation, confirming a customer request to leave the Slice/Block Product, that increases available Slice Product pursuant to section 11.7. BPA will identify the Rate Period in which the maximum Slice Percentage will be effective following BPAs receipt of a change confirmation.

BPA may offer the pro rata increase to such Slice customers without consideration of the effective date of the respective Slice Customer purchase obligation changes to the Slice/Block Product.

END LOAD FOLLOWING and BLOCK templates.

Include in SLICE/BLOCK template:

11.9 Additional Rights to Change Purchase Obligation

In addition to the opportunity to change its purchase obligation provided in section 11.1, «Customer Name» may elect to change its purchase obligation to that stated in section 11.9.3 after the occurrence of any of the events listed in sections 11.9.1 through 11.9.3.

11.9.1-Changes to Transmission Scheduling Practices

During the term of this Agreement, if «Customer Name» changes its purchase obligation to the Slice/Block product, then «Customer Name» may change its purchase obligation to that stated in section 11.9.2 by providing written notice to BPA in accordance with section 20 no later than 60 calendar days after BPA, or its successor, adopts standards, rules, practices or procedures, that require «Customer Name» to schedule hourly energy based on Scheduling Points of Receipt for each of the Tier 1 System Resources from which «Customer Name» may receive Slice Output Energy under this Agreement. Unless the Parties agree otherwise, the effective date of the contingent contract

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amendment shall be October 1 of the Fiscal Year following the date BPA adopts such policy.

11.9.2-~~Alternative Requirements~~ Power Purchase Obligation

«Customer Name» may select one of the following purchase obligations in the event «Customer Name» changes its purchase obligation pursuant to ~~sections~~section 11.9.1-through 11.9.3: Load Following, Annual Flat Block, Diurnally Shaped Monthly Block, Flat Monthly Block, Flat Monthly Block with 10% Shaping Capacity, Flat Monthly Block with PNR Shaping Capacity, or Flat Monthly Block with PNR Shaping Capacity with PLVS.

The Parties shall amend this Agreement for the selected purchase obligation. Such amendment shall contain the same terms and conditions as this Agreement, including any elections or choices made under this Agreement that are applicable to the new purchase obligation selected by «Customer Name».

11.9.3-~~Waiver of Certain Claims for Damages~~

In the event that «Customer Name» changes its purchase obligation in accordance with this section 11, «Customer Name» agrees not to seek and hereby waives the right, if any such right exists, to pursue any claim for damages from BPA due to any such change. This waiver is limited to any claims «Customer Name» may have arising from changes to «Customer Name»'s purchase obligation under this section 11. This waiver has no application to, and «Customer Name» hereby expressly preserves, any claims for damages arising under any other section of this Agreement.

END SLICE/BLOCK template.

12. BILLING CREDITS AND RESIDENTIAL EXCHANGE

12.1 Billing Credits

If «Customer Name» develops a Generating Resource or engages in conservation activities independently undertaken to serve its loads, then «Customer Name» agrees that it shall forego any request for, and BPA is not obligated to include, billing credits, as defined in section 6(h) of the Northwest Power Act, on «Customer Name»'s bills under this Agreement. This section does not apply to any billing credit contracts in effect as of the Effective Date.

12.2 Agreement to Waive Exchange Costs of Existing Resources

«Customer Name» agrees it will not seek and shall not receive residential exchange benefits pursuant to section 5(c) of the Northwest Power Act. «Customer Name»'s agreement in this section 12.2 is a material precondition to BPA offering and executing this Agreement.

Commented [RMM36]: Section 12, Billing Credits and Residential Exchange was shared at the May 6 and June 10 workshops.

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Include in **LOAD FOLLOWING** template:

13. **SCHEDULING**

Option 1: Include for customers served by Transfer Service with a BPA NT Transmission Agreement:

From October 1, 2028, through September 30, 2044, Power Services shall provide and «Customer Name» shall purchase Transmission Scheduling Service. The Parties shall administer «Customer Name»'s Transmission Scheduling Service consistent with Exhibit F.

End Option 1

Option 2: Include for entirely directly connected customers with a BPA NT Transmission Agreement:

Over the term of this Agreement, «Customer Name» may be required to purchase or may have the option to purchase Transmission Scheduling Service from Power Services in accordance with Exhibit F. If «Customer Name» is required or elects to purchase Transmission Scheduling Service from Power Services, then Exhibit F shall be replaced with the Transmission Scheduling Service exhibit. If «Customer Name» is not purchasing Transmission Scheduling Service from Power Services, then «Customer Name» shall comply with the scheduling requirements described in sections 2 and 3 of Exhibit F.

End Option 2

Option 3: Include for entirely directly connected customers with a BPA PTP Transmission Agreement:

«Customer Name» shall be responsible for any obligations associated with scheduling transmission to deliver any power sold under this Agreement to serve its Total Retail Load. In addition, «Customer Name» shall comply with the scheduling requirements described in Exhibit F.

End Option 3

END LOAD FOLLOWING template.

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

13. **SCHEDULING**

«Customer Name» shall schedule power in accordance with Exhibit F.

END BLOCK and SLICE/BLOCK templates.

14. **DELIVERY**

14.1 Definitions

14.1.1 “Primary Points of Receipt” means the points on the Region’s transmission system where Firm Requirements Power is forecasted to be made available by Power Services to «Customer Name» for purposes of obtaining a long-term firm transmission contract.

Commented [RMM37]: Section 13, Scheduling was shared at workshop on July 23 and Sept. 17.

Commented [RMM38]: Section 13, Scheduling was shared at workshop on July 23 and Sept. 17.

Commented [RMM39]: Section 14, Delivery was shared at workshop on July 23 and Sept. 17.

Commented [OJ(P640)]: Section 14 was last shared at workshop Nov. 13. There are edits in section 14 that BPA has made in response to comment received at or after the Nov 13th workshop that had not yet been shared at workshop.

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*Include in **LOAD FOLLOWING** and **BLOCK** templates:*

- 14.1.2 “Scheduling Points of Receipt” means the points on the Region’s transmission system where Firm Requirements Power is made available by Power Services to «Customer Name» for purposes of acquiring transmission service and transmission scheduling.

*END **LOAD FOLLOWING** and **BLOCK** templates.*

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

- 14.1.2 “Scheduling Points of Receipt” means the points on the Region’s transmission system where Slice Output Energy and the Block Product are made available by Power Services to «Customer Name» for purposes of acquiring transmission service and transmission scheduling.

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

14.2 Transmission Service

Option 1: Include the following for customers who are NOT served by transfer.

- 14.2.1 «Customer Name» is responsible for acquiring transmission service to deliver power from the Scheduling Points of Receipt.

End option 1

Option 2: Include the following for customers who ARE served by transfer.

- 14.2.1 «Customer Name» is responsible for acquiring transmission service to deliver power from the Scheduling Points of Receipt, subject to the provisions included in section 14.6.

End option 2

- 14.2.2 «Customer Name» shall provide at least 180 days’ notice to Power Services prior to changing Balancing Authority Areas.

- 14.2.3 At «Customer Name»’s request, Power Services shall provide «Customer Name» with Primary Points of Receipt and other information needed to enable «Customer Name» to acquire long-term firm transmission for delivery of power sold under this Agreement. If required by a transmission provider for purposes of transmission scheduling, then Power Services shall provide «Customer Name» with Scheduling Points of Receipt. Power Services has the right to provide power to «Customer Name» at Scheduling Points of Receipt that are different than the Primary Points of Receipt. If BPA does provide power to «Customer Name» at Scheduling Points of Receipt that are different than the Primary Points of Receipt, then BPA shall reimburse «Customer Name» for any incremental, direct, non-administrative costs incurred by «Customer Name» to comply with delivering Firm Requirements Power from such Scheduling Points of

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Receipt to «Customer Name»'s load if the following conditions, as outlined in_(1) or (2) below, have been met:

- (1) If «Customer Name» has long-term Point to Point (PTP) transmission service (as defined in BPA's Open Access Transmission Tariff or its successor) for delivery of Firm Requirements Power to its load:
 - (A) «Customer Name» has requested long-term firm transmission service to deliver its Firm Requirements Power using the Primary Points of Receipt and other information provided by Power Services; and
 - (B) «Customer Name» has submitted a request to redirect its long-term firm PTP transmission service to deliver Firm Requirements Power from the Scheduling Point of Receipt on a firm basis, but that request was not granted; and
 - (C) «Customer Name»'s transmission schedule was curtailed due to non-firm status under PTP transmission service or «Customer Name» can provide proof of the reimbursable costs incurred to replace the curtailed schedule.
- (2) If «Customer Name» has long-term Network Integration Transmission Service (as defined in BPA's Open Access Transmission Tariff or its successor) for delivery of Firm Requirements Power to its load:
 - (A) «Customer Name» has requested long-term firm transmission service to deliver its Firm Requirements Power using the Primary Points of Receipt and other information provided by Power Services; and
 - (B) «Customer Name»'s transmission schedule was curtailed due to non-firm status under its secondary service status and «Customer Name» can provide proof of the reimbursable costs incurred to replace the curtailed schedule.

~~14.2.4 [Placeholder for future language addressing DAM for delivery]~~

14.3 Liability for Delivery

«Customer Name» waives any claims against BPA arising under this Agreement for non-delivery of power to any points beyond the applicable Scheduling Points of Receipt, except for reimbursement of costs as described

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in section 14.2.3. BPA shall not be liable under this Agreement for any third-party claims related to the delivery of power after it leaves the Scheduling Points of Receipt. Neither Party shall be liable under this Agreement to the other Party for damage that results from any sudden, unexpected, changed, or abnormal electrical condition occurring in or on any electric system, regardless of ownership. These limitations on liability apply regardless of whether or not this Agreement provides for Transfer Service.

*Include in **LOAD FOLLOWING** and **BLOCK** templates:*

14.4 Real Power Losses

BPA is responsible for the real power losses necessary to deliver Firm Requirements Power to «Customer Name»'s PODs listed in Exhibit E.

*END **LOAD FOLLOWING** and **BLOCK** templates.*

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

Option 1: Include the following if customer purchases the Slice/Block product and is NOT served by Transfer Service.

14.4 Real Power Losses

BPA is responsible for the real power losses necessary to deliver Tier 1 Block Amounts and Tier 2 Block Amounts to «Customer Name»'s PODs listed in Exhibit E.

«Customer Name» shall be responsible for all real power losses associated with the delivery of its Slice Output Energy.

End Option 1

Option 2: Include the following if customer purchases the Slice/Block product and IS served by Transfer Service.

14.4 Real Power Losses

BPA is responsible for the real power losses necessary to deliver Tier 1 Block Amounts and Tier 2 Block Amounts to «Customer Name»'s PODs listed in Exhibit E.

«Customer Name» shall be responsible for all real power losses associated with the delivery of its Slice Output Energy except BPA shall be responsible for real power losses associated with the delivery of Slice Output Energy across the Third-Party Transmission Provider's system to «Customer Name»'s PODs listed in Exhibit E.

End Option 2

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

14.5 Metering Losses

BPA shall adjust measured amounts of power to account for metering losses, if any, that occur between «Customer Name»'s PODs and the respective POMs, as specified in Exhibit E.

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Option: Include section 14.6 for customers served by Transfer Service.

14.6 Delivery by Transfer

Subject to the limitations in this section, BPA agrees to acquire and pay for Transfer Service assessed by the Third-Party Transmission Provider to deliver Firm Requirements Power and Surplus Firm Power to «Customer Name»'s transfer PODs, as listed in Exhibit E, in an amount not to exceed «Customer Name»'s Total Retail Load on an hourly basis.

BPA and «Customer Name» will coordinate to ensure that «Customer Name»'s relevant characteristics and plans are communicated to the Third-Party Transmission Provider; to confirm that «Customer Name» is aware of relevant details of the Transfer Service it acquires to serve «Customer Name»'s load; and to work to resolve any issues «Customer Name» may have related to the Transfer Service BPA acquires to serve the load.

Commented [RMM41]: Following the 11/13 workshop and from the 10/31 template release, BPA received a comment regarding incorporating the intent and principle from the POC Policy around enhanced coordination between customer, BPA, and the Third-Party Provider.

BPA added this section to address the comment.

BPA shall pass through to «Customer Name» the cost of Transfer Service assessed by the Third-Party Transmission Provider for power sold at the NR Rate, including ancillary services and real power losses, in accordance with any applicable BPA Wholesale Power Rate Schedules and GRSPs.

14.6.1 Ancillary Services

BPA shall acquire and pay for ancillary services needed to deliver Firm Requirements Power to «Customer Name»'s Transfer Service PODs listed in Exhibit E, subject to the following limitations:

- (1) «Customer Name» shall reimburse BPA ~~for load~~ regulation and frequency response service or its replacement at the applicable Transmission Services rate, or its successor.
- (2) BPA shall pay for the ancillary service(s) charged by a Third-Party Transmission Provider to deliver Firm Requirements Power to the PODs listed in Exhibit E, only if «Customer Name» is also purchasing such ancillary service(s) from Transmission Services to deliver Firm Requirements Power to the PODs in Exhibit E. If at any time «Customer Name» is not purchasing a specific ancillary service from Transmission Services to deliver Firm Requirements Power to one or more of the PODs listed in Exhibit E, then «Customer Name» shall pay Power Services a charge for such ancillary service to deliver power to the POD(s) in accordance with the applicable BPA Wholesale Power Rate Schedules and GRSPs.

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

«Customer Name» agrees to pay certain charges and BPA shall apply certain credits related to an energy imbalance market or a day ahead market associated with «Customer Name»'s load served by Transfer Service, consistent with the terms of the applicable BPA Wholesale

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Power Rate Schedules and GRSPs. Such charges and credits shall include, but are not limited to, those associated with «Customer Name»'s load served by Transfer Service Eligible Resources that «Customer Name» is responsible for scheduling or operating.

The Parties shall negotiate the terms and conditions necessary to implement this section 14.6.1 and pass through any energy imbalance market or day ahead market charges or credits. The Parties will include such terms and conditions in Exhibit-D.

END BLOCK and SLICE/BLOCK templates.

14.6.2 Low Voltage Delivery

Low voltage delivery is transmission service over the Low Voltage Segment by any Third-Party Transmission Provider's system. "Low Voltage Segment" means the facilities of a Third-Party Transmission Provider that are below 34.5_kV. For low voltage delivery to identified PODs in Exhibit-E, «Customer Name» shall pay Power Services the applicable Transfer Service Delivery Charge rate, or its successor, consistent with the applicable BPA Wholesale Power Rate Schedules and GRSPs. BPA shall pass through to «Customer Name» any costs associated with delivery to identified PODs in Exhibit E over a Low Voltage Segment that is not subject to the Transfer Service Delivery Charge.

14.6.3 Direct Assignment Costs

«Customer Name» shall pay BPA for all directly assigned costs, consistent with Transmission Services' "BPA Facility Ownership and Cost Assignment Guidelines" and the "Final Supplemental Guidelines for Direct Assignment of Facilities Costs Incurred Under Transfer Agreements", or their successors. Such costs include, but not limited to: facility, system and generation interconnection study costs, construction costs, upgrade costs, and expansion costs, or other capital costs for facilities directly associated with service to any «Customer Name» PODs assessed by the Third-Party Transmission Provider to BPA. BPA shall pass through to «Customer Name» any credits received by BPA from the Third-Party Transmission Provider from the payment of such directly assigned costs.

14.6.4 Penalties Assessed By the Third-Party Transmission Provider

BPA has the right to pass through to «Customer Name» any penalty charges assessed by the Third-Party Transmission Provider that are associated with BPA's acquisition of Transfer Service to the PODs identified in Exhibit E, except where the penalty is solely a result of a BPA error. Such charges may include, but are not limited to, power factor penalties or excessive energy imbalance penalties.

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14.6.5 Removal of PODs

BPA may terminate deliveries at a POD if «Customer Name» consents to the termination or if the Parties determine that «Customer Name»'s requirements for power at such point may be adequately supplied under reasonable conditions and circumstances at different POD(s):
(1) directly from the Federal Columbia River Transmission System,
(2) indirectly from the facilities of another transmission owner/operator, or (3) both.

14.6.6 Annexed Loads

BPA shall arrange and pay for Transfer Service to serve «Customer Name»'s Annexed Load subject to the limitations in this section 14.6. «Customer Name» shall provide BPA written notice of any Annexed Load acquired greater than one Average Megawatt as soon as possible, but no later than 180 days prior to the commencement of service to the Annexed Load. However, BPA's obligation to provide Transfer Service to «Customer Name»'s Annexed Load shall be limited by the megawatt caps and process for Annexed Load and new public customers set forth in BPA's Provider of Choice Final Policy, March 2024, or any revision of that policy.

14.6.7 Non-Federal Deliveries

Subject to the limitations in this section- 14.6 and Exhibit- G, BPA agrees to acquire and pay the Third-Party Transmission Provider for Transfer Service to deliver Transfer Service Eligible Resources to «Customer Name»'s transfer PODs, as listed in Exhibit E, in an amount not to exceed «Customer Name»'s Total Retail Load on an hourly basis.

If «Customer Name» has or is acquiring a Transfer Service Eligible Resource, and «Customer Name» has requested that BPA assist in the acquisition of transmission services for such resource, then the Parties shall revise the Network Resource Section of Exhibit G-J of this Agreement to include specific terms and conditions under which BPA will obtain Transfer Service on a Third-Party Transmission Provider's system for delivery of that resource to «Customer Name»'s system. ~~The terms of the agreement BPA offers to «Customer Name» shall not be subject to section 22, Governing Law and Dispute Resolution. BPA shall develop the terms and conditions consistent with the principles of service specified in section XX of Exhibit G.~~

BPA shall pass through to «Customer Name» the cost of Transfer Service assessed by the Third-Party Transmission Provider for (1) BPA any service to a Planned NLSL or an NLSL pursuant to section 1 of Exhibit D where «Customer Name» has elected to serve the NLSL with a Transfer Service Eligible Resource, regardless of the Delivery Plan for such resource, (2) any Transfer Service Eligible

Commented [RMM42]: BPA modified "(1)" to clarify that BPA would pass through Transfer Service costs to service for an NLSL, regardless of what Transmission System the load is in.

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Resource serving ~~(1) a Planned NLSL or an NLSL or (2)~~ a portion of ~~«Customer Name»~~'s Total Retail Load that ~~«Customer Name»~~ is obligated to serve with BPA provided electric power pursuant to this Agreement, or (3) any Transfer Service Eligible Resource where «Customer Name» is not acquiring and paying for transmission service from Transmission Services for that Transfer Service Eligible Resource.

«Customer Name» shall notify BPA if it intends to acquire any new non-federal resources serving «Customer Name»'s transfer PODs with a nameplate capability under 1 MW. If BPA notifies «Customer Name» that the new non-federal resource is subject to requirements from the Third-Party Transmission Provider, then such resource shall be treated as a Transfer Service Eligible Resource and subject to the requirements in this section 14.6.7 and Exhibit G. BPA may require metering and scheduling for any such non-federal resources consistent with the metering and scheduling requirements for Dedicated Resources.

Commented [RMM43]: This paragraph was added to address the requirement for a transfer resource if it is below 1 MW.

14.6.8 Unavailability of ~~Firm~~ Transmission Service

14.6.8.1 BPA shall acquire and pay for ~~«Customer Name»~~'s firm Transfer Service when firm transmission is available. If a Third-Party Transmission Provider: (1) has indicated that long-term firm transmission service necessary to deliver power to any portion of ~~«Customer Name»~~'s load served by Transfer Service is unavailable and (2) ~~identifies~~ upgrades are necessary to deliver power to ~~«Customer Name»~~ on firm transmission to such load on a long-term basis, then BPA shall attempt to acquire non-firm transmission from the Third-Party Transmission Provider to serve ~~«Customer Name»~~'s load on an interim basis until the identified upgrades are completed and firm transmission is available.

- (1) If a Third-Party Transmission Provider has indicated that neither firm nor non-firm transmission service necessary to deliver power to any portion of ~~«Customer Name»~~'s load served by Transfer Service is available, then (A) BPA shall have no obligation to deliver power under this Agreement to serve such load until that Third-Party Transmission Provider is able to provide transmission service, and (B) ~~«Customer Name»~~ shall not continue forward ~~and to~~ serve the load in excess of available transmission service from that Third-Party Transmission Provider.

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- (2) If a Third-Party Transmission Provider identifies upgrades necessary to deliver power on firm transmission to any portion of «Customer Name»'s load served by Transfer Service on a long-term basis and «Customer Name» declines to pay any costs or deposits that the Third-Party Transmission Provider requires to proceed with the upgrades consistent with section 14.6.3, then (A) BPA shall have no obligation to deliver power under this Agreement to serve such load, and (B) «Customer Name» shall not continue forward ~~and to~~ serve the load in excess of available transmission service from that Third-Party Transmission Provider.
- (3) Notwithstanding the above, if a Third-Party Transmission Provider has determined transmission service is unavailable and «Customer Name» continues forward ~~and serves to serve~~ the load in excess of the available transmission service, then BPA shall pass through to «Customer Name» any charges related to transmission service to «Customer Name»'s load that the Third-Party Transmission Provider has indicated is unavailable.

14.6.8.2 Prior to any deliveries using non-firm transmission, pursuant to this section 14.6.8, to any portion of «Customer Name»'s load served by Transfer Service, BPA will inform «Customer Name» of the terms of service associated with such non-firm transmission arrangements and the Parties shall include such terms ~~in and~~ mutually agree to revise Exhibit D.

14.6.8.3 BPA shall not be liable for any damages incurred by «Customer Name» associated with the Third-Party Transmission Provider's inability to provide firm or non-firm transmission, BPA's inability to acquire transmission service, curtailment of non-firm transmission service, or unserved load.

14.6.9 Changes to «Customer Name»'s Third-Party Transmission Provider Transmission Needs

As soon as possible, «Customer Name» shall notify and coordinate with BPA for any significant anticipated changes that would require «Customer Name» needing additional transmission from a Third-Party Transmission Provider. In the event that multiple customers require and request capacity on any portion of the same Third-Party Transmission Provider system, BPA shall address requests, including those in section 14.6.8, on a first come first served basis.

Commented [RMM44]: BPA added "mutually agree to revise" following comments received during the 11/13 workshop.

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If «Customer Name» fails to notify and coordinate with BPA for any transmission needs greater than one megawatt, then BPA, in its sole discretion, may pass through any Third-Party Transmission Provider costs, including the cost of Transfer Service, related to the transmission needs that «Customer Name» failed to communicate for up to five years.

~~14.6.10 [Placeholder for future language addressing DAM for delivery specific to transfer]~~

~~14.6.10 Upon notification by BPA, in the event that, during the term of this Agreement, «Customer Name» is served entirely without Transfer Service, this Agreement shall be revised to remove Transfer Service related provisions, including the provisions of this section 14.6 and Exhibit G.~~

END Option 14.6 for Transfer Service Customers.

Drafter's Note: Include section 14.7 for customers served by Transfer Service with load interconnected to multiple transmission systems:

14.7 Delivery of Non-Federal Resources Over Multiple Transmission Systems

14.7.1 Notice of Transmission System Delivery Plan

If «Customer Name» is applying a Transfer Service Eligible Resource and the load is located on multiple transmission systems, then by September-1, 2027, «Customer Name» shall provide written notice to BPA of its Transmission System Delivery Plan(s) for service beginning October 1, 2028.

Beginning September 1, 2028, and by September 1 every year thereafter, «Customer Name» shall provide written notice to BPA of:
(1) its Transmission System Delivery Plan for any new Transfer Service Eligible Resource(s) or (2)-any changes to its Transmission System Delivery Plan for its current Transfer Service Eligible Resource(s). Such updated Transmission System Delivery Plans shall be for service to load beginning October-1 of the following calendar year.

«Customer Name»'s Transmission System Delivery Plan(s) under this section 14.7 shall adhere to the following requirements:

- (1) the maximum potential output of all «Customer Name»'s Transfer Service Eligible Resources on a transmission system shall not exceed BPA's forecast of «Customer Name»'s minimum load on that transmission system in any given hour.

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- (2) «Customer Name»'s Dedicated Resources for a specific load, such as an NLSL or On-Site Consumer Load, shall be delivered over the transmission system where the load is located.

If «Customer Name»'s updated Transmission System Delivery Plan(s) is not acceptable to BPA, then BPA shall provide notice to «Customer Name» and the Parties shall attempt to negotiate a revised Transmission System Delivery Plan(s). If the Parties cannot agree upon an acceptable Transmission System Delivery Plan(s), then the resource cannot be used to serve «Customer Name»'s load.

14.7.2 Delivery of Non-Federal Resources According to Delivery Plan

By March-31, 2028 BPA shall update Exhibit-A with «Customer Name»'s accepted Transmission System Delivery Plan for each Transfer Service Eligible Resource. By March 31 every year thereafter, if «Customer Name» notifies BPA of any changes to «Customer Name»'s Transmission System Delivery Plan(s) according to section 14.7.1 above, then BPA shall update Exhibit A with «Customer Name»'s accepted new Transmission System Delivery Plan(s).

«Customer Name» shall apply its Transfer Service Eligible Resource to serve its load consistent with the Transmission System Delivery Plans. «Customer Name» shall be subject to charges associated with Delivery Plan, if any, in accordance with the applicable BPA Wholesale Power Rate Schedules and GRSPs established during the 7(i) Process.

End Option 14.7 for customers served by Transfer Service interconnected to multiple transmission systems.

Include in LOAD FOLLOWING template:

15. METERING

15.1 Measurement

By September 30, 2027, the Parties shall ensure that meters are installed on all PODs listed in Exhibit E, consistent with the requirements of this section 15. Unless otherwise stated in Exhibit E, the amount of power measured by such meters shall be used by BPA for billing purposes. If the Parties agree that metering is economically or technologically impractical, then:

- (1) the Parties shall use scheduled amounts to measure the amount of power purchased if such power is scheduled into or out of «Customer Name»'s service territory; or
- (2) the Parties shall use mutually acceptable load profiles to measure the amount of power purchased if such power is not scheduled; or

Commented [RMM45]: Section 15, Metering was shared at the June 10 and July 16 workshops.

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- (3) the Parties shall use meter data provided by «Customer Name» to BPA in a mutually agreed manner to measure the amount of power purchased.

If the metering equipment associated with the meters listed in Exhibit E fails to properly measure or record the interval readings, then BPA shall follow the Metering Usage Data Estimation Provision of BPA's applicable Wholesale Power Rate Schedules and GRSPs to determine the appropriate billing adjustment.

The rights to locate meters and access facilities granted to BPA pursuant to this section 15 are subject to the terms of any applicable agreement between «Customer Name» and Transmission Services addressing the location, cost responsibility, access, maintenance, testing, and liability of the Parties with respect to meters.

15.2 BPA Owned Meters

At BPA's expense, BPA shall operate, maintain, and replace, as necessary, all metering equipment owned by BPA that is needed to plan, schedule, and bill for «Customer Name»'s power needs under this Agreement consistent with «Customer Name»'s Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA. «Customer Name» authorizes BPA to maintain and replace any BPA owned metering equipment on «Customer Name»'s facilities that is reasonably necessary to forecast, plan, schedule, and bill for power. With reasonable notice from BPA, and for the purpose of implementing this provision, «Customer Name» shall grant BPA reasonable physical access to BPA owned meters at BPA's request, consistent with «Customer Name»'s Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

If, at any time, either Party determines that a BPA owned meter is defective or inaccurate, then BPA shall adjust, repair, or replace the meter to provide accurate metering as soon as practical consistent with «Customer Name»'s Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA. «Customer Name» shall have the right to witness any meter tests conducted by BPA on BPA owned meters listed in Exhibit E, consistent with «Customer Name»'s Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

Commented [OJ(P646): At the 12/11/24 workshop, BPA received a request to add this sentence, giving customers the right to witness meter testing by BPA on BPA-owned meters. BPA accepted the suggestion and includes that language here.

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15.3 Non-BPA Owned Meters

15.3.1 Non-BPA Owned Meters Owned by «Customer Name»

At «Customer Name»'s expense, «Customer Name» shall operate, maintain, and replace, as necessary, all non-BPA metering equipment owned by «Customer Name» that is needed by BPA to forecast, plan, schedule, and bill for power for:

- (1) points of interconnection between «Customer Name»'s system and parties other than BPA;
- (2) all loads that require separate measurement for purposes of forecasting, planning, scheduling, or billing for power; and
- (3) Generating Resources and Energy Storage Devices listed in Exhibit A that are interconnected to «Customer Name»'s system.

For the purpose of inspection, «Customer Name» shall grant BPA reasonable physical access to «Customer Name» meters at BPA's request, consistent with «Customer Name»'s Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

If, at any time, BPA or «Customer Name» determines that a «Customer Name» owned meter listed in Exhibit E is defective or inaccurate, then «Customer Name» shall adjust, repair, or replace the meter, or shall make commercially reasonable efforts to arrange for the completion of such actions, to provide accurate metering as soon as practical. BPA shall have the right to witness any meter tests conducted by «Customer Name» on «Customer Name» owned meters listed in Exhibit E, consistent with «Customer Name»'s Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

15.3.2 Non-BPA Owned Meters Not Owned by «Customer Name»

For non-BPA owned meters not owned by «Customer Name» needed by BPA to forecast, plan, schedule and bill for power under this Agreement, «Customer Name» shall make commercially reasonable efforts to arrange for such meters to be operated, maintained and replaced, as necessary, for the measurements described above in sections 15.3.1(1) and 15.3.1(2) and for any Generating Resources and Energy Storage Devices listed in Exhibit A that require metering.

If, at any time, it is determined that a non-BPA owned meter not owned by «Customer Name» listed in Exhibit E is defective or

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inaccurate, then «Customer Name» shall make commercially reasonable efforts to arrange to adjust, repair, or replace the meter, to provide accurate metering as soon as practical. To the extent possible, BPA may witness any meter tests on non-BPA owned meters not owned by «Customer Name» listed in Exhibit E, consistent with «Customer Name»'s Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

15.3.3 Non-BPA Owned Meters Owned by a Third-Party Transmission Provider

For non-BPA owned meters owned by a Third-Party Transmission Provider for which BPA holds a transmission contract for service to «Customer Name» load, the metering arrangements shall be between BPA and the Third-Party Transmission Provider.

15.4 New Meters

A separate agreement addressing the location, cost responsibility, access, maintenance, testing, and liability of the Parties with respect to new meters shall be between «Customer Name» and Transmission Services.

All new and replaced meters installed by either Party shall meet the American National Standard Institute standards and the Requirements for Instrument Transformers, or their replacement as specified in BPA's applicable metering procedures and requirements posted to BPA's publicly accessible metering services website as of the date of installation.

15.5 Metering an NLSL

~~Any~~In addition to the provisions contained in this section 15, any loads that are monitored by BPA for an NLSL determination and any NLSLs shall be metered pursuant to section ~~29~~20.3.43.

15.6 Metering Exhibit

«Customer Name» shall provide meter data specified in section 17.3. BPA shall list «Customer Name»'s PODs, POMs, Interchange Points, as applicable, and related information in Exhibit E.

END LOAD FOLLOWING template.

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

15. **METERING**

15.1 Requirements for Meters

For purposes of forecasting, planning, or billing and pursuant to the requirements of section 17.5, BPA may require «Customer Name» to provide BPA some or all of «Customer Name»'s load data. Additionally, for purposes of forecasting, planning or billing, BPA may require «Customer Name» to provide BPA access to load meter data.

Commented [RMM47]: Section 15, Metering was shared at the June 10 and July 16 workshops.

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If, during the term of this Agreement, BPA determines that the load data BPA has requested and «Customer Name» has provided to BPA is not adequate or verifiable, or if BPA determines that either load or resource meter data is needed to administer this Agreement, then «Customer Name» shall allow BPA to install BPA owned meters, at BPA's expense, to collect such data.

For all new meters and for all existing meters listed in Exhibit E, used by BPA for forecasting, planning, or billing, the following requirements shall apply.

15.1.1 BPA Owned Meters

At BPA's expense, BPA shall operate, maintain, and replace, as necessary, all metering equipment owned by BPA that is needed to forecast, plan, or bill for «Customer Name»'s power needs under this Agreement consistent with «Customer Name»'s Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA. «Customer Name» authorizes BPA to maintain and replace any BPA owned metering equipment on «Customer Name» facilities that is reasonably necessary to forecast, plan, or bill for power. With reasonable notice from BPA, and for the purpose of implementing this provision, «Customer Name» shall grant BPA reasonable physical access to BPA owned meters at BPA's request, consistent with «Customer Name»'s Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

If, at any time, either Party determines that a BPA owned meter is defective or inaccurate, then BPA shall adjust, repair, or replace the meter to provide accurate metering as soon as practical consistent with «Customer Name»'s Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA. «Customer Name» shall have the right to witness any meter tests conducted by BPA on BPA owned meters listed in Exhibit E, consistent with «Customer Name»'s Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

Commented [OJ(P648)]: At the 12/11/24 workshop, BPA received a request to add this sentence, giving customers the right to witness meter testing by BPA on BPA-owned meters. BPA accepted the suggestion and includes that language here.

15.1.2 Non-BPA Owned Meters

15.1.2.1 Non-BPA Owned Meters Owned by «Customer Name»

At «Customer Name»'s expense, «Customer Name» shall operate, maintain, and replace, as necessary, all non-BPA metering equipment that is owned by «Customer Name» that

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is needed by BPA to forecast, plan, or bill for «Customer Name»'s power needs under this Agreement. For the purpose of inspection, «Customer Name» shall grant BPA reasonable physical access to «Customer Name»'s meters at BPA's request, consistent with «Customer Name»'s Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

If, at any time, BPA or «Customer Name» determines that a «Customer Name» owned meter listed in Exhibit E is defective or inaccurate, then «Customer Name» shall adjust, repair, or replace the meter, or shall make commercially reasonable efforts to arrange for the completion of such actions, to provide accurate metering as soon as practical. BPA shall have the right to witness any meter tests conducted by «Customer Name» on «Customer Name» owned meters listed in Exhibit E, consistent with «Customer Name»'s Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

15.1.2.2 Non-BPA Owned Meters Not Owned by «Customer Name»

For non-BPA owned meters not owned by «Customer Name» needed by BPA to forecast, plan, or bill for power under this Agreement, «Customer Name» shall make commercially reasonable efforts to arrange for such meters to be operated, maintained and replaced, as necessary.

If, at any time, it is determined that a non-BPA owned meter not owned by «Customer Name» listed in Exhibit E is defective or inaccurate, then «Customer Name» shall make commercially reasonable efforts to arrange to adjust, repair, or replace the meter, to provide accurate metering as soon as practical. To the extent possible, BPA may witness any meter tests on non-BPA owned meters not owned by «Customer Name» listed in Exhibit E, consistent with «Customer Name»'s Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

15.1.2.3 Non-BPA Owned Meters Owned by a Third-Party Transmission Provider

For non-BPA owned meters owned by a Third-Party Transmission Provider for which BPA holds a transmission contract for service to «Customer Name» load, the metering

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arrangements shall be between BPA and the Third-Party Transmission Provider.

15.1.3 New Meters

A separate agreement addressing the location, cost responsibility, access, maintenance, testing, and liability of the Parties with respect to new meters shall be between «Customer Name» and Transmission Services.

All new and replaced meters installed by either Party shall meet the American National Standard Institute standards and the Requirements for Instrument Transformers, or their replacement as specified in BPA's applicable metering procedures and requirements posted to BPA's publicly accessible metering services website as of the date of installation.

15.2 Metering an NLSL

~~Any~~In addition to the provisions contained in this section 15, any loads that are monitored by BPA for an NLSL determination and any NLSLs shall be metered pursuant to section ~~23~~20.3.43.

15.3 Metering Exhibit

«Customer Name» shall provide meter data specified in section 17.3. BPA shall list «Customer Name»'s PODs, POMs, Interchange Points as applicable, and related information in Exhibit E.

END BLOCK and SLICE/BLOCK templates.

16. BILLING AND PAYMENT

16.1 Billing

BPA shall electronically bill «Customer Name» monthly for all products and services, including any charges and credits incurred, provided during the preceding month(s). However, if electronic transmittal of the bill is not possible, then BPA shall mail a physical copy of the bill to «Customer Name». BPA may send «Customer Name» an estimated bill ~~followed by prior to~~ a final bill, and may send subsequent revisions if needed. The Issue Date is the date BPA sends the bill to «Customer Name».

Option 1: Include the following for all customers except Federal customers utilizing IPAC

16.2 Payment

«Customer Name» shall pay all bills electronically in accordance with instructions on the bill. Payment of all bills, whether estimated or final, must be received by the 20th day after the Issue Date of the bill (Due Date). If the 20th day is a Saturday, Sunday, or federal holiday, then the Due Date is the next Business Day.

Commented [RMM49]: Section 16, Billing and Payment language was shared at the April 10, June 10, July 16, Sept. 17 and Oct. 22 workshops.

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If «Customer Name» has made payment on an estimated bill then:

- (1) if the amount of the final bill exceeds the amount of the estimated bill, then «Customer Name» shall pay BPA the difference between the estimated bill and final bill by the final bill's Due Date; or
- (2) if the amount of the final bill is less than the amount of the estimated bill, then BPA shall pay «Customer Name» the difference between the estimated bill and final bill by the 20th day after the final bill's Issue Date. If the 20th day is a Saturday, Sunday, or federal holiday, BPA shall pay the difference by the next Business Day.

16.3 Late Payments

If «Customer Name» has not paid its bill in full by the Due Date, BPA shall apply a daily interest charge to any unpaid balance equal to the higher of:

- (1) the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) plus four percent, divided by 365; or
- (2) the Prime Rate times 1.5, divided by 365.

End Option 1

Option 2: Include the following for Federal customers utilizing IPAC

16.2 Payment

«Customer Name» shall pay all bills electronically in accordance with instructions on the bill. Payment of all bills, whether estimated or final, must be received by the 20th day after the Issue Date of the bill (Due Date). If the 20th day is a Saturday, Sunday, or federal holiday, then the Due Date is the next Business Day. Subject to the availability of funds, BPA shall collect the amount due by the Due Date from «Customer Name» through Intra-Governmental Payment and Collection (IPAC) system, or its successor.

16.3 This section intentionally left blank.

End Option 2

16.4 Failure to Pay

If «Customer Name» has not paid its bill in full by the Due Date, then BPA shall notify «Customer Name» of nonpayment. «Customer Name» shall have 45 days after receipt of the written notice to cure its nonpayment by making payment in full. If «Customer Name» does not provide full payment within the 45-day cure period, then BPA shall send an additional written notice of nonpayment to «Customer Name». «Customer Name» shall then have three Business Days after receipt of the additional written notice to provide payment. If «Customer Name» has not provided payment within three Business Days after receipt of the additional written notice and BPA determines in its sole discretion that «Customer Name» is unable to make the

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payments owed, then BPA may terminate this Agreement pursuant to section ~~25.1~~ 23. Written notices sent under this section 16.4 must comply with section 1 of Exhibit I.

16.5 Disputed Bills

16.5.1 If «Customer Name» disputes any portion of a charge or credit on «Customer Name»'s estimated or final bills, «Customer Name» shall provide written notice to BPA with a copy of the bill noting the disputed amounts. Notwithstanding whether any portion of the bill is in dispute, «Customer Name» shall pay the entire bill by the Due Date. This section 16.5.1 does not allow «Customer Name» to challenge the validity of any BPA rate.

16.5.2 Unpaid amounts on a bill (including both disputed and undisputed amounts) are subject to the late payment charges provided above. Notice of a disputed charge on a bill does not constitute BPA's agreement that a valid claim under contract law has been stated.

Option 1: Include the following for all customers except Federal customers utilizing IPAC

16.5.3 If the Parties agree, or if after a final determination of a dispute pursuant to section ~~22~~19, «Customer Name» is entitled to a refund of any portion of the disputed amount, then BPA shall make such refund with simple interest computed from the date of receipt of the disputed payment to the date the refund is made. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) divided by 365.

End Option 1

Option 2: Include the following for Federal customers utilizing IPAC

16.5.3 If the Parties agree, or if after a final determination of a dispute pursuant to section ~~22~~19 it is determined, «Customer Name» is entitled to a refund of any portion of the disputed amount, then BPA shall make such refund available to «Customer Name» through the IPAC system, or its successor.

End Option 2

17. INFORMATION EXCHANGE AND CONFIDENTIALITY

17.1 General Requirements

Upon request, each Party shall provide the other Party any information that is necessary to administer this Agreement and to forecast «Customer Name»'s Total Retail Load, forecast BPA system load, comply with NERC reliability standards, prepare bills, resolve billing disputes, administer Transfer Service, forecast and monitor large loads and NLSLs, and otherwise

Commented [RMM50]: Section 17, Information Exchange and Confidentiality language has been shared at the June 10, July 16, Sept. 18 workshops.

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implement this Agreement. For example, this obligation includes, but is not limited to: (1) load and resource data relating to large loads and NLSLs; (2) transmission and power scheduling information; (3) load and resource metering information (such as customer system one-line and metering diagrams, loss factors, historical hourly load and resource data, etc.); and, (4) Energy Storage Device data.

In addition, «Customer Name» shall provide information BPA requests about Dedicated Resources for purposes of meeting: (1) BPA's statutory obligations under section 7(b) of the Northwest Power Act and (2) regional resource adequacy programs and market participation.

The Parties shall make best efforts to provide information requested under this section 17.1 within the time frame specified in the request. If «Customer Name» fails to provide BPA with information «Customer Name» is required to provide pursuant to this Agreement and the absence of such information makes it impossible for BPA to perform a calculation, make a determination, or take an action required under this Agreement, then BPA may suspend its obligation to perform such calculation, make such determination, or take such action until «Customer Name» has provided such information to BPA.

17.2 Reports

17.2.1 Within 30 days after final approval of «Customer Name»'s annual financial report and statements by «Customer Name»'s authorized officer, «Customer Name» shall either e-mail them to BPA at kself@bpa.gov or, if any of the information is publicly available, then «Customer Name» shall notify BPA of its availability.

17.2.2 Within 30 days after its submittal to the Energy Information Administration (EIA), or its successor, «Customer Name» shall e-mail a copy of its Annual Form EIA-861 Reports to BPA at kself@bpa.gov. If «Customer Name» is not required to submit such reports to the EIA, then this requirement does not apply.

17.2.3 By November 30, 2028, and by November 30 each year thereafter, «Customer Name» shall provide to the Pacific Northwest Utilities Conference Committee (PNUCC), or its successor, forecasted loads, Energy Storage Devices, and resources data to facilitate a region-wide assessment of loads and resources in a format, length of time, and level of detail specified in PNUCC's Northwest Regional Forecast Data Request.

After consultation with the Resource Adequacy Advisory Committee, or a successor, BPA may require «Customer Name» to submit additional data to the Northwest Power and Conservation Council

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(Council) that BPA determines is necessary for the Council to perform a regional resource adequacy assessment.

The requirements of this section 17.2.3 are waived if «Customer Name»: (1) purchases all the power to serve its Total Retail Load from BPA and (2) uses no Energy Storage Device(s) to serve its Total Retail Load.

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

«Customer Name» may require PNUCC or Council to execute a commercially reasonable non-disclosure agreement consistent with the terms of section 17.6 before providing -such entities the data and information required pursuant to this section 17.2.3, as applicable.

***END LOAD FOLLOWING** template.*

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

«Customer Name» may require PNUCC or Council to execute a commercially reasonable non-disclosure agreement consistent with the terms of section 17.8 before providing such entities the data and information required pursuant to this section 17.2.3, as applicable.

***END BLOCK** and **SLICE/BLOCK** templates.*

- 17.2.4 If «Customer Name» is required by applicable law, their transmission provider, or directive (i.e. utility board resolution) to prepare and publish long-term integrated resource plans or resource forecasts, then Power Services may request and «Customer Name» shall provide Power Services with updated copies of such.

17.3 Meter Data

- 17.3.1 In accordance with section 15 and Exhibit E, the Parties shall notify each other of any changes to PODs, POMs, Interchange Points and related information for which each Party is responsible. «Customer Name» shall ensure BPA has access to all data from load, Energy Storage Device, and resource meters that BPA determines are necessary to administer this Agreement including to forecast, plan, schedule, and bill under this Agreement. Access to these data shall be on a schedule agreed to by the Parties. Meter data include, but are not limited to: «Customer Name»'s actual amounts of energy used, expended, or stored for loads,resources, and Energy Storage Devices, and the physical attributes of «Customer Name»'s meters.
- 17.3.2 «Customer Name» consents to allow Power Services to receive the following information from Transmission Services and BPA's metering function: (1) «Customer Name»'s meter data, as specified in section 17.3.1, section 15, and Exhibit E, and (2) notification of outages or load shifts.

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17.3.3 When the following events are planned to occur on «Customer Name»'s system that will affect the load measured by the meters listed in Exhibit E, then «Customer Name» shall provide BPA with advance notice by e-mailing BPA at: (1) mdm@bpa.gov and (2) the contacts shown in [section 1 of Exhibit I](#): (1) installation of a new meter, (2) changes or updates to an existing meter not owned by BPA, (3) any planned line or planned meter outages, and (4) any planned load shifts from one POD to another.

«Customer Name» shall follow all applicable metering procedures and requirements posted to BPA's publicly accessible metering services website. Such requirements include, but are not limited to, specifying the number of required advance days' notice for the events listed above.

This section 17.3.3 is not intended to apply to retail meters not listed in Exhibit E.

17.3.4 If an unplanned load shift or outage occurs, materially affecting the load measured by the meters listed in Exhibit E, then «Customer Name» shall e-mail BPA at: (1) mdm@bpa.gov, and (2) the contacts shown in [section 1 of Exhibit I](#) within 72 hours after the event.

17.4 Data for Determining CHWM

Upon request, «Customer Name» shall provide to BPA any load and resource information that BPA determines is reasonably necessary to calculate «Customer Name»'s CHWM. This may include historical load data not otherwise available to BPA and other data necessary to allow BPA to adjust for weather normalization.

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

17.5 **Total Retail Load Forecast**

By December 31, 2026, and by each December 31 of each Forecast Year, the Parties shall work together to determine and establish a forecast of «Customer Name»'s monthly energy and «Customer Name»'s system coincidental peak of «Customer Name»'s Total Retail Load for the upcoming ten Fiscal Years.

17.6 Transparency of Net Requirements Process

By July 31, 2028, and by July 31 of each ~~Forecast~~Rate Case Year thereafter, BPA shall make the following information publicly available to «Customer Name» and all other BPA regional utility customers with a CHWM:

~~(1) «Customer Name»'s measured Total Retail Load data for the previous two Fiscal Years in monthly energy amounts and monthly customer system peak amounts, and~~

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~~(2) «Customer Name»'s Dedicated Resources for the previous two Fiscal Years in monthly energy and peak amounts as listed in section 5 of Exhibit A.~~

~~«Customer Name» waives all claims of confidentiality regarding the data described above.~~

(1) «Customer Name»'s measured Total Retail Load data for the previous two Fiscal Years in monthly energy amounts and monthly customer-system peak amounts, and

(2) «Customer Name»'s Dedicated Resources for the previous two Fiscal Years in monthly energy and peak amounts as listed in section 5 of Exhibit A.

«Customer Name» waives all claims of confidentiality regarding the data described above.

17.67 Confidentiality

Before «Customer Name» provides information to BPA that is confidential, or is otherwise subject to a privilege or nondisclosure, «Customer Name» shall clearly designate such information as confidential. BPA shall notify «Customer Name» as soon as practicable of any request received under the Freedom of Information Act (FOIA), or under any other federal law or court or administrative order, for any confidential information. BPA shall only release such confidential information to comply with FOIA or if required by any other federal law or court or administrative order. BPA shall limit the use and dissemination of confidential information within BPA to employees who need it for purposes of administering this Agreement.

17.78 Resources Not Used to Serve Total Retail Load

«Customer Name» shall list in section 6 of Exhibit A all Generating Resources ~~and Contract Resources~~ «Customer Name» owns that are: (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 1.000 megawatt of nameplate capability. At BPA's request «Customer Name» shall provide BPA with additional data if needed to verify the information listed in section 6 of Exhibit A.

END LOAD FOLLOWING template.

Include in BLOCK and SLICE/BLOCK templates:

17.5 Hourly Total Retail Load Data

BPA shall notify «Customer Name» by ~~June 30, 2027~~ January 15, 2026, if BPA determines that it does not have adequate hourly meter data to calculate «Customer Name»'s Total Retail Load. If BPA sends such notification, «Customer Name» shall e-mail the following hourly data to BPA

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at kslf@bpa.gov according to the schedule below. «Customer Name» shall submit such data in a comma-separated-value (csv) format with the time/date stamp in one column and load amounts, with units of measurement specified, in another column.

17.5.1 By ~~December 31, 2027~~June 30, 2026, «Customer Name» shall send to BPA «Customer Name»'s actual hourly Total Retail Load data for Fiscal Year ~~2018 2016~~ through Fiscal Year ~~2027 2025~~.

17.5.2 By December 31, ~~2028~~2026, and by December 31 of each year thereafter, «Customer Name» shall send BPA «Customer Name»'s actual hourly Total Retail Load data for the immediately preceding Fiscal Year.

17.6 Total Retail Load Forecast

17.6.1 By ~~June 30, 2028~~December 31, 2026, and by ~~June 30~~December 31 of each ~~year~~Forecast Year thereafter, «Customer Name» shall provide BPA a forecast of «Customer Name»'s monthly energy and «Customer Name»'s system coincidental peak of «Customer Name»'s Total Retail Load for the upcoming ten Fiscal Years. «Customer Name» shall e-mail the forecast 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,
- (4) unit measurement of monthly energy forecast,
- (5) «Customer Name»'s monthly «Customer Name»-system coincidental peak forecast, and
- (6) unit measurement of monthly «Customer Name»-system coincidental peak forecast.

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.

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

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for use in establishing «Customer Name»'s Net Requirement 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 20% or 30 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 PF rate; 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.

17.7 Transparency of Net Requirements Process

17.7.1 Data Made Publicly Available

By July 31, 2028, and by July 31 ~~every year~~ each Rate Case Year thereafter, BPA shall make the following information publicly available to «Customer Name» and all other BPA regional utility customers with a CHWM:

- ~~(1) «Customer Name»'s measured Total Retail Load data for the previous Fiscal Year in monthly energy amounts and monthly customer-system peak amounts;~~

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- ~~(2) BPA's forecast of «Customer Name's» Total Retail Load, for the upcoming Fiscal Year, in monthly energy amounts and monthly customer system peak amounts, and~~
- ~~(3) «Customer Name's» Dedicated Resource energy and peak amounts for the upcoming Fiscal Year and the previous Fiscal Year.~~

~~17.7.2 Waiver of Confidentiality and Comment Process~~

~~«Customer Name» waives all claims of confidentiality regarding the data described above. «Customer Name» may provide comments regarding the published data to BPA within ten Business Days after notification. After reviewing any comments and no later than 60 days from the date BPA originally releases such data, BPA shall make available a final set of data and an explanation of any changes to «Customer Name» and all other customers with a CHWM.~~

- (1) «Customer Name's» measured Total Retail Load data for the previous two Fiscal Years in monthly energy amounts and monthly customer-system peak amounts, and
- (2) «Customer Name's» Dedicated Resources for the previous two Fiscal Years in monthly energy and peak amounts as listed in section 5 of Exhibit A.

«Customer Name» waives all claims of confidentiality regarding the data described above.

17.8 Confidentiality

Before «Customer Name» provides information to BPA that is confidential, or is otherwise subject to privilege or nondisclosure, «Customer Name» shall clearly designate such information as confidential. BPA shall notify «Customer Name» as soon as practicable of any request received under the Freedom of Information Act (FOIA), or under any other federal law or court or administrative order, for any confidential information. BPA shall only release such confidential information to comply with FOIA or if required by any other federal law or court or administrative order. BPA shall limit the use and dissemination of confidential information within BPA to employees who need it for purposes of administering this Agreement.

17.9 Resources Not Used to Serve Total Retail Load

«Customer Name» shall list in section 6 of Exhibit A all Generating Resources ~~and Contract Resources~~ «Customer Name» owns that are: (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 1,000 megawatt of nameplate capability. At BPA's request «Customer Name»

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shall provide BPA with additional data if needed to verify the information listed in section 6 of Exhibit A.

END BLOCK and SLICE/BLOCK templates.

18. UNCONTROLLABLE FORCES

- 18.1 A Party shall not be in breach of an obligation under this Agreement to the extent its failure to fulfill the obligation is due to an Uncontrollable Force. “Uncontrollable Force” means an event beyond the reasonable control, and without the fault or negligence, of the Party claiming the Uncontrollable Force, that prevents that Party from performing its obligations under this Agreement and which that Party could not have avoided by the exercise of reasonable care, diligence and foresight. Uncontrollable Forces include each event listed below, to the extent it satisfies the foregoing criteria, but are not limited to these listed events:
- (1) any curtailment or interruption of firm transmission service on BPA’s or a Third-Party Transmission Provider’s System that prevents delivery of Firm Requirements Power sold under this Agreement to «Customer Name»;
 - (2) any failure of «Customer Name»’s distribution or transmission facilities that prevents «Customer Name» from delivering power to end-users;
 - (3) strikes, work stoppage, or terrorist acts;
 - (4) floods, earthquakes, other natural disasters, epidemics, or pandemics; and
 - (5) final orders or injunctions issued by a court or regulatory body having subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court having subject matter jurisdiction.
- 18.2 Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.
- 18.3 If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall:

Commented [RMM51]: The Uncontrollable Forces language was shared at the April 10, May 6, June 10 workshops. At those workshops, Uncontrollable Forces was shared as section 21

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- (1) promptly notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable;
- (2) use commercially reasonable efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable;
- (3) keep the other Party apprised of such efforts on an ongoing basis; and
- (4) provide written notice of the resumption of performance.

Written notices sent under this section must comply with Exhibit I.

- 18.4 The Parties shall keep each other apprised of the status of any Uncontrollable Force once invoked.

19. **GOVERNING LAW AND DISPUTE RESOLUTION**

Option: Include for Tribal customers «Customer Name» agrees that it will not assert as a defense to any claim by BPA hereunder, its sovereign immunity, and said immunity is hereby expressly waived for any obligations, liabilities, or duties owed by «Customer Name» to the Bonneville Power Administration, United States Department of Energy, under this Agreement. *End Tribal Option* This Agreement shall be interpreted consistent with and governed by federal law. «Customer Name» and BPA shall identify issue(s) in dispute arising out of this Agreement and make a good faith effort to negotiate a resolution of such disputes before either may initiate litigation or arbitration. Such good faith effort shall include discussions or negotiations between the Parties' executives or managers. Pending resolution of a contract dispute or contract issue between the Parties or through formal dispute resolution of a contract dispute arising out of this Agreement, the Parties shall continue performance under this Agreement unless to do so would be impossible or impracticable. Unless the Parties engage in binding arbitration as provided for in this section 19, the Parties reserve their rights to individually seek judicial resolution of any dispute arising under this Agreement.

Commented [RMM52]: Governing Law and Dispute Resolution was shared and discussed at the April 10 and May 6 workshops. When it was shared at those workshops, it was numbered as section 22.

19.1 **Judicial Resolution**

Final actions subject to section 9(e) of the Northwest Power Act are not subject to arbitration under this Agreement and shall remain within the exclusive jurisdiction of the United States Court of Appeals for the Ninth Circuit. Such final actions include, but are not limited to, the establishment and the implementation of rates and rate methodologies. Any dispute regarding any rights or obligations of «Customer Name» or BPA under any rate or rate methodology, or BPA policy, including the implementation of such policy, shall not be subject to arbitration under this Agreement. For purposes of this section 19, BPA policy means any written document adopted by BPA as a final action in a decision record or record of decision that

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establishes a policy of general application or makes a determination under an applicable statute or regulation. If BPA determines that a dispute is excluded from nonbinding arbitration under this section 19, then «Customer Name» may apply to the federal court having jurisdiction for an order determining whether such dispute is subject to nonbinding arbitration under this section 19.

19.2 Arbitration

Any contract dispute or contract issue between the Parties arising out of this Agreement, which is not excluded by section 19.1 above, shall be subject to arbitration, as set forth below.

«Customer Name» may request that BPA engage in binding arbitration to resolve any dispute. If «Customer Name» requests such binding arbitration and BPA determines in its sole discretion that binding arbitration of the dispute is appropriate under BPA's Binding Arbitration Policy or its successor, then BPA shall engage in such binding arbitration, provided that the remaining requirements of this section 19.2 and sections 19.3 and 19.4 are met. BPA may request that «Customer Name» engage in binding arbitration to resolve any dispute. In response to BPA's request, «Customer Name» may agree to binding arbitration of such dispute, provided that the remaining requirements of this section 19.2 and sections 19.3 and 19.4 are met. Before initiating binding arbitration, the Parties shall draft and sign an agreement to engage in binding arbitration, which shall set forth the precise issue in dispute, the amount in controversy and the maximum monetary award allowed, pursuant to BPA's Binding Arbitration Policy or its successor.

Nonbinding arbitration shall be used to resolve any dispute arising out of this contract that is not excluded by section 19.1 above and is not resolved via binding arbitration, unless «Customer Name» notifies BPA that it does not wish to proceed with nonbinding arbitration.

19.3 Arbitration Procedure

Any arbitration shall take place in Portland, Oregon, unless the Parties agree otherwise. The Parties agree that a fundamental purpose for arbitration is the expedient resolution of disputes; therefore, the Parties shall make best efforts to resolve an arbitrable dispute within one year of initiating arbitration. The rules for arbitration shall be agreed to by the Parties.

19.4 Arbitration Remedies

The payment of monies shall be the exclusive remedy available in any arbitration proceeding pursuant to this section 19. This shall not be interpreted to preclude the Parties from agreeing to limit the object of arbitration to the determination of facts. Under no circumstances shall specific performance be an available remedy against BPA.

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19.5 Finality

19.5.1 In binding arbitration, the arbitration award shall be final and binding on the Parties, except that either Party may seek judicial review based upon any of the grounds referred to in the Federal Arbitration Act, 9 U.S.C. §1-16 (1988). Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

19.5.2 In nonbinding arbitration, the arbitration award is not binding on the Parties. Each Party shall notify the other Party within 30 calendar days, or such other time as the Parties otherwise agreed to, whether it accepts or rejects the arbitration award. Subsequent to nonbinding arbitration, if either Party rejects the arbitration award, either Party may seek judicial resolution of the dispute, provided that such suit is brought no later than 395 calendar days after the date the arbitration award was issued.

19.6 Arbitration Costs

Each Party shall be responsible for its own costs of arbitration, including legal fees. Unless otherwise agreed to by the Parties, the arbitrator(s) may apportion all other costs of arbitration between the Parties in such manner as the arbitrator(s) deem reasonable taking into account the circumstances of the case, the conduct of the Parties during the proceeding, and the result of the arbitration.

20. STATUTORY PROVISIONS

20.1 Retail Rate Schedules

«Customer Name» shall make its retail rate schedules available to BPA, as required by section 5(a) of the Bonneville Project Act, P.L. 75-329, within 30 days of each of «Customer Name»'s retail rate schedule effective dates. This requirement may be satisfied by «Customer Name» informing BPA of its public website where such information is posted and kept current.

Commented [RMM53]: Retail Rate Schedules was shared at workshop April 10 and June 10. When this was shared at workshop, it was shared as section 23.1 as a Statutory Provision.

20.2 Insufficiency and Allocations

If BPA determines, consistent with section 5(b) of the Northwest Power Act and other applicable statutes, that it will not have sufficient resources on a planning basis to serve its loads after taking all actions required by applicable laws then BPA shall give «Customer Name» a written notice that BPA may restrict service to «Customer Name». Such notice shall be consistent with BPA's insufficiency and allocations methodology, published in the Federal Register on March 20, 1996, and shall state the effective date of the restriction, the amount of «Customer Name»'s load to be restricted and the expected duration of the restriction. BPA shall not change that methodology without the written agreement of all public body, cooperative, federal agency and investor-owned utility customers in the Region

Commented [RMM54]: Insufficiency and Allocations language was shared at workshop April 10 and June 10. When this was shared at workshop, it was shared as section 23.2 as a Statutory Provision.

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purchasing electric power from BPA under section 5(b) of the Northwest Power Act. Such restriction shall take effect no sooner than five years after BPA provides notice to «Customer Name». If BPA imposes a restriction under this provision then the amount of Firm Requirements Power that BPA is obligated to provide and that «Customer Name» is obligated to purchase pursuant to section 3 and Exhibit C shall be reduced to the amounts available under such allocation methodology for restricted service.

20.3 **New** Large Single Loads and CF/CTs

20.3.1 Customer Notice of Large Loads and Determination of an NLSL

«Customer Name» shall provide reasonable notice to BPA of any expected increase in a single load that may qualify as a Potential NLSL, Planned NLSL, or NLSL.

Pursuant to this section 20.3, BPA shall determine if any load associated with a single facility that is capable of growing ten Average Megawatts or more in a consecutive 12-month period is a Potential NLSL or an NLSL. Pursuant to this section 20.3, the Parties shall determine if any load associated with a single facility is a Planned NLSL.

Reviewer's Note: Section 2.# will point to the definition of Potential NLSL.

«Customer Name»'s Potential NLSLs, Planned NLSLs, and ~~NLSL~~NLSLs shall be subject to monitoring as determined necessary by BPA. For the purposes of section-2.4, this section 20.3, and section 1 of Exhibit D, ten Average Megawatts means 87,600,000 kilowatt-hours for any ~~year~~consecutive 12-month period.

In accordance with BPA's NLSL Policy and the terms of this section 20.3, BPA may determine that a load is an NLSL as follows:

20.3.1.1 BPA shall determine an increase in production load to be an NLSL if any load associated with a new facility, an existing facility, or an expansion of an existing facility, which is not contracted for, or committed to (CF/CT), as determined by the Administrator, by a public body, cooperative, investor-owned utility, or federal agency customer prior to September 1, 1979, and which will result in an increase in power requirements of such customer of ten Average Megawatts (87,600,000 kilowatt-hours) or more in any consecutive 12-month period.

20.3.1.2 For the sole purpose of computing the increase in energy consumption between any two consecutive 12-month periods

Commented [RMM55]: This NLSL and CF/CT language was shared at the Oct. 15 workshop. When it was shared on Oct. 15, it was numbered as section 23.3.

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of comparison under this section 20.3.1, BPA shall determine if the reductions in the end-use consumer's load associated with a facility during the first 12-month period of comparison are due to unusual events reasonably beyond the control of the end-use consumer, and, if so, BPA shall compute the energy consumption as if such reductions had not occurred.

20.3.1.3 The Parties may agree that the applicable increase in load of installed production equipment at a facility will equal or exceed ten Average Megawatts consumption over any 12 consecutive months and that such production load shall constitute an NLSL. Any such agreement shall constitute a binding NLSL determination, and BPA shall add the NLSL to section 1 of Exhibit D. Alternatively, the Parties may agree that the load at a facility is expected to become an NLSL during the facility's next consecutive 12-month monitoring period and is a Planned NLSL.

20.3.1.4 Unless the Parties agree pursuant to section 20.3.1.3 above, BPA shall determine whether a new load or an increase in existing load at a facility is an NLSL. If BPA determines that the load at a facility is an NLSL, then BPA shall notify «Customer Name» and BPA shall add the NLSL to section 1 of Exhibit D if such is not already in Exhibit D after the facility determination pursuant to section 20.3.2.

20.3.1.5 BPA shall list «Customer Name»'s CF/CT loads, Potential NLSLs, Planned NLSLs, and NLSLs in section 1 of Exhibit D.

20.3.2 Determination of a Facility

BPA shall make a written determination as to what constitutes a single facility, for the purpose of identifying an NLSL, ~~based on,~~ BPA's determination will be made by applying some or all of the following criteria:

- (1) whether the load is operated by a single end-use consumer;
- (2) whether the load is in a single location;
- (3) whether the load serves a manufacturing process which produces a single product or type of product;
- (4) whether separable portions of the load are interdependent;
- (5) whether the load is separately metered from other loads;

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- (6) whether the load is contracted for, served or billed as a single load under «Customer Name»'s customary billing and service policy or practices;
- (7) consideration of the facts from previous similar situations; and
- (8) any other factors the Parties determine to be relevant.

20.3.3 Access and Metering

Upon BPA request, «Customer Name» shall provide physical access to its substations and other service locations where BPA needs to perform inspections or gather information for purposes of implementing section 3(13) of the Northwest Power Act. Such BPA inspections may include but are not limited to those needed to make a facility, final NLSL, or CF/CT determination. «Customer Name» shall coordinate with the end-use consumer to provide BPA, at reasonable times, physical access to inspect a facility for these purposes.

For any loads that are monitored by BPA for an NLSL determination, and for any loads at any facility that is determined by BPA to be an NLSL, BPA may, in its sole discretion, install BPA owned meters. If the Parties agree, «Customer Name» may install meters meeting specifications BPA provides to «Customer Name». «Customer Name» and BPA shall enter into a separate agreement for the location, ownership, cost responsibility, access, maintenance, testing, replacement and liability of the Parties with respect to such meters. «Customer Name» shall coordinate with BPA and the end-use consumer to arrange for metering locations that allow accurate measurement of the facility's load. «Customer Name» shall arrange for BPA to have physical access to such meters and «Customer Name» shall ensure BPA has access to all meter data for loads that are monitored under this section 20.3 and section 1 of Exhibit D that BPA determine are necessary to forecast, plan, schedule, and bill for power.

20.3.4 Billing for Large Loads Capable of Growing By More Than 10 aMW in 12-Month Monitoring Period

~~If~~At the time a load starts to increase, if BPA does not determine ~~at the outset~~ that ~~an~~such increase in load is a Planned NLSL or an NLSL, then BPA shall bill «Customer Name» for the increase in load at a facility at the applicable PF rates during any consecutive 12-month monitoring period.

If BPA later determines that the increase in load is an NLSL, then BPA shall revise «Customer Name»'s bills to reflect the difference between the assessed PF rates and the applicable NR rates in effect for the monitoring period in which the increase takes place. «Customer Name» shall pay that bill with simple interest computed

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daily from the start of the monitoring period to the date the payment is made. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which the monitoring period began) divided by 365. After BPA's NLSL determination, «Customer Name» shall make a service request or election for the NLSL pursuant to section 20.3.6.

If BPA concludes in its sole judgment that «Customer Name» has not fulfilled its obligations, or has not been able to obtain access or information from the end-use consumer under this section 20.3 , then BPA may determine any large load capable of growing ten Average Megawatts or more in a consecutive 12-month period or any Potential NLSL subject to monitoring to be an NLSL, in which case «Customer Name» shall be billed and pay in accordance with the preceding paragraph. Such NLSL determination shall be final unless «Customer Name» proves to BPA's satisfaction that the applicable increase in load did not equal or exceed ten Average Megawatts in any 12-month monitoring period.

20.3.5 Load Status at the End of the Consecutive 12-Month Monitoring Period

At the end of each consecutive 12-month monitoring period of a facility's load, BPA will determine if the metered load at a facility has grown by ten Average Megawatts or more during the preceding consecutive 12-month monitoring period. To determine load growth for a facility determined to be a CF/CT, BPA will subtract the amount of firm energy contracted for, or committed for the facility, as stated in section 1 of Exhibit D, from the metered load at the facility for the preceding consecutive 12-month monitoring period.

20.3.5.1 Load Growth By 10 Average Megawatts or More

If the load at a facility has grown by ten Average Megawatts or more in the preceding consecutive 12-month monitoring period, then the load is an NLSL. BPA shall notify «Customer Name» of the NLSL designation and shall update section 1 of Exhibit D. Any future increases in the load shall be part of the NLSL.

20.3.5.2 Load Growth Less Than 10 Average Megawatts

If the load at a facility has grown by less than ten Average Megawatts in the preceding consecutive 12-month monitoring period, then BPA shall notify «Customer Name» that the load remains a Potential NLSL or Planned NLSL. ~~To determine load growth for a facility determined to be a CF/CT, BPA will subtract the amount of firm energy contracted for, or committed for the facility, as stated in section 1 of Exhibit D,~~

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~~from the metered load at the facility for the preceding consecutive 12-month monitoring period.~~, and BPA may continue to monitor the load growth in the subsequent consecutive 12-month monitoring period. *«Option 1: Include for Load Following customers:»*BPA shall also determine if liquidated damages are applicable pursuant to section 1.8 of Exhibit D.»*«Option 2: Include for Block and Slice/Block customers:»*BPA shall also determine if liquidated damages are applicable pursuant to section 1.6 of Exhibit D.»

If a facility's load has grown by less than ten Average Megawatts in the preceding consecutive 12-month monitoring period(s), then BPA will track the cumulative total load from one monitoring period to the next. For purposes of this section 20.3 and section 1 of Exhibit D, the cumulative total load, including load increases and load reductions, from the prior 12-month monitoring period(s) will be referred to as the "cumulative prior load". At the end of each 12-month monitoring period, BPA shall update section 1.5 of Exhibit D with the amount of «Customer Name»'s cumulative prior load and include the amount of cumulative prior load in the calculation of «Customer Name»'s Firm Requirements Power eligible for service at BPA's PF rates for the subsequent consecutive 12-month monitoring period.

20.3.5.3 Facility Load Included in Customer's Firm Requirement Power

For purposes of this section 20.3 and section 1 of Exhibit D, the amount of cumulative prior load of a Potential NLSL or Planned NLSL when BPA determines the facility to be an NLSL will be the fixed amount of «Customer Name»'s facility load that BPA will include in its calculation of «Customer Name»'s Firm Requirements Power eligible for service at BPA's PF Rate(s). BPA may adjust the fixed amount of «Customer Name»'s facility load that BPA will include in its calculation of «Customer Name»'s Firm Requirements Power eligible for service at BPA's PF Rate(s) if «Customer Name»'s facility load reduces by 10 aMW below the fixed amount.

Upon BPA's determination that a monitored load is an NLSL, all measured amounts of such NLSL that exceed the facility's load that is included in «Customer Name»'s Firm Requirements Power calculation shall be part of «Customer Name»'s NLSL, which will be served in accordance with this section 20.3 and section 1 of Exhibit D.

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BPA shall update the table in section 1.5.2 of Exhibit D with the fixed amount of facility load to be included in the calculation of «Customer Name»'s Firm Requirements Power eligible for service at BPA's PF Rate(s).

*Include in **LOAD FOLLOWING** template.*

20.3.6 Service Options for Planned NLSLs and NLSLs

«Customer Name» may:

- (1) serve any Planned NLSL or NLSL with Dedicated Resource or Consumer-Owned Resource amounts added to Exhibit A that are not already being used to serve «Customer Name»'s Total Retail Load in the Region. If «Customer Name» elects to serve its NLSL with Dedicated Resource or Consumer-Owned Resource Amounts, then such election shall be binding on «Customer Name» for the remaining term of this agreement; or
- (2) request to have BPA serve any Planned NLSL or NLSL at the NR rate consistent with section 20.3.7 below.

20.3.7 Request for NLSL Service Study, Summary Report, and NLSL Service Election

If «Customer Name» would like BPA to serve a Planned NLSL or an NLSL at the NR rate, then «Customer Name» shall submit a written request to BPA for an NLSL service study no sooner than ~~60 days after BPA publishes final CHWMs following the FY 2026 CHWM Calculation Process~~ the Effective Date of this Agreement.

«Customer Name» shall provide BPA all information requested by BPA necessary to study «Customer Name»'s Planned NLSL or NLSL. After BPA determines it has all necessary information, BPA shall conduct an NLSL service study that may last up to three years from the date of «Customer Name»'s request.

During the study period, BPA shall: (1) assess the ability of BPA to serve the Planned NLSL or NLSL with firm power and (2) periodically keep «Customer Name» apprised of its study progress. BPA shall bill «Customer Name» and «Customer Name» shall pay all costs associated with the NLSL service study, including but not limited to staff time and third-party costs associated with completing a study.

Once BPA completes the NLSL service study, BPA will provide «Customer Name» with the NLSL service study summary report for BPA to make power available to serve the NLSL with firm power at the NR rate. The NLSL service study summary report will state the conditions of BPA making power available to serve the NLSL such as: the anticipated date BPA could provide power, costs arrangements,

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any BPA resource acquisition needs, any additional ~~necessary studies from Power Services~~information required, and any identified constraints that may be known.

Power Services will coordinate with Transmission Services to complete and implement any NLSL service study to identify anticipated timing of available transmission to incorporate any new resource acquisition into the FCRPS for any new resources Power Services ~~forecasted to be needed by BPA to meet such increase in load. Such coordination will promote awareness of forecasts.~~ Coordination between Power Services, Transmission Services and «Customer Name» is necessary to facilitate arrangements between «Customer Name» and Transmission Services for delivery of Firm Requirements Power to «Customer Name» to serve a Planned NLSL or an NLSL under «Customer Name»'s transmission service agreement with Transmission Services. «Customer Name» may have additional requirements to acquire transmission to serve its NLSL and shall coordinate with Transmission Services in order to determine any requirements to aid in planning to serve the NLSL, which may include but is not limited to participation in load and resource forecasting processes, transmission-related studies, the construction of transmission facilities, or additional Transmission Services' processes to plan for and meet such obligations~~acquire transmission service.~~

Within ~~60~~90 days of receipt of the NLSL service study summary report, «Customer Name» shall elect in writing to: (1) have BPA serve the Planned NLSL or NLSL at the NR Rate starting on the date stated in the summary report and consistent with section 20.3.6(2) above; or (2) continue to serve the Planned NLSL or NLSL with non-federal resource(s) consistent with section 20.3.6(1) above. Such election shall be binding on «Customer Name» for the remaining term of this Agreement.

If «Customer Name» elects to have BPA serve the Planned NLSL or NLSL at the NR Rate, then the Parties will revise Exhibit D to include the terms and conditions of the NLSL service study summary report, including a provision for liquidated damages, or develop a stand-alone agreement with such terms.

20.3.8 Planned NLSL and NLSL Service During the Study Period

While BPA conducts an NLSL service study, «Customer Name» may serve its Planned NLSL or NLSL with Dedicated Resource or Consumer-Owned Resource amounts consistent with section 20.3.6(1). BPA shall revise section 4 or 7.4 of Exhibit A to include such resources.

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At any time while BPA is conducting an NLSL service study, «Customer Name» may request BPA discontinue the NLSL service study and elect to serve the Planned NLSL or NLSL with Dedicated Resources or Consumer-Owned Resources for the term of this Agreement. If a Planned NLSL becomes an NLSL during the NLSL study period, BPA shall update Exhibit D to reflect the change.

20.3.9 Submittal of Initial Forecast

If «Customer Name» is serving any Planned NLSLs or NLSLs with Dedicated Resource or Consumer-Owned Resource amounts, then by June 30 of each year, unless another date is agreed to by the Parties, «Customer Name» shall provide BPA with forecasted energy amounts for such resources for each Diurnal period and peak amounts for each month to serve any Planned NLSLs and NLSLs for the upcoming Fiscal Year. BPA shall use «Customer Name»'s initial forecast to determine the Dedicated Resource or Consumer-Owned Resource amounts required to serve the Planned NLSLs and NLSLs. However, if BPA determines «Customer Name»'s initial forecast to be unreasonable, then BPA may replace «Customer Name»'s initial forecast with a final forecast that BPA develops. If «Customer Name» is serving any Planned NLSLs or NLSLs with Dedicated Resource or Consumer-Owned Resource amounts, then BPA shall revise section 4 of Exhibit A to ~~capture~~estimate such amounts by September 1 of each year.

20.3.10 Consumer-Owned Resources Serving a Planned NLSL or an NLSL

20.3.10.1 Consumer-Owned Resources

«Customer Name»'s consumer may serve a Planned NLSL or an NLSL with a Consumer-Owned Resource if the following criteria are met:

- (1) the Consumer-Owned Resource and its expected generation amounts are indicated in section ~~7.4~~ of Exhibit A as serving a specific Planned NLSL or NLSL;
- (2) the Consumer-Owned Resource is physically located within «Customer Name»'s service territory;
- (3) the Consumer-Owned Resource is within the same Balancing Area Authority as the Planned NLSL or NLSL; and
- (4) the Consumer-Owned Resource is metered, regardless of nameplate size, and the meter data is communicated in

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accordance with section-15 and section-17 of the body of this Agreement.

If «Customer Name» serves a Planned NLSL or an NLSL with a Consumer-Owned Resource, then «Customer Name» may be required to purchase NR Support Services pursuant to requirements in the applicable Wholesale Power Rate Schedules and GRSPs.

For purposes of determining «Customer Name»'s monthly power billing determinants, the facility load will be calculated by subtracting the actual generation from «Customer Name»'s Consumer-Owned Resource(s) identified in section 7.4 of Exhibit A from the metered hourly load of any Planned NLSL or NLSL listed in Exhibit D.

The generation from such Consumer-Owned Resources may not exceed the Planned NLSL or NLSL being served on any hour. BPA may adjust «Customer Name»'s power billing determinants to account for hourly excess Consumer-Owned Resource generation and may assess other charges or penalties in accordance with any applicable BPA Wholesale Power Rate Schedules and GRSPs.

20.3.10.2 On-Site Renewable Resource/Cogeneration Exception

For purposes of this section 20.3.10.2, on-site means within the physical footprint of the NLSL facility as determined by BPA in the facility determination process.

«Customer Name» may request for BPA to serve an NLSL at a PF ~~Rate~~equivalent rate if the following criteria are met:

- (1) «Customer Name»'s end use consumer applies an on-site renewable resource or on-site cogeneration resource to reduce the load at an NLSL facility, that is otherwise not eligible to be served at a PF rate, to less than ten Average Megawatts in a consecutive 12-month period,
- (2) the on-site renewable resource or on-site cogeneration resource applied to the NLSL is behind «Customer Name»'s meter to the facility load, and
- (3) the on-site renewable resource or on-site cogeneration resource is continuously applied to serve the NLSL, consistent with BPA's NLSL policy included in BPA's Final Provider of Choice Contract ROD, September 2025, as amended or replaced.

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If «Customer Name» meets the criteria above and BPA grants «Customer Name»'s request for the on-site renewable/cogeneration exception, then BPA shall: (1) list the Consumer-Owned Resource serving the NLSL in section 7.4 of Exhibit A and (2) revise section 1 of Exhibit D to add the on-site renewable resource or cogeneration facility and the requirements for such service.

END LOAD FOLLOWING template.

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

20.3.6 Service Options for Planned NLSLs and NLSLs

«Customer Name» waives its right to have BPA serve its NLSLs at the NR rate. «Customer Name» shall serve all Planned NLSLs and NLSLs with Dedicated Resource or Consumer-Owned Resource amounts added in Exhibit A that are not already being used to serve «Customer Name»'s Total Retail Load in the Region. «Customer Name» agrees to provide such Dedicated Resource or Consumer Owned Resource amounts on a continuous basis as identified in Exhibit A. Under no circumstances will BPA be obligated to acquire firm power for service to «Customer Name»'s Planned NLSLs and NLSLs.

Reviewer's Note: The Block and Slice/Block versions of sections 20.3.7 and 20.3.8 are the same as those sections in the Load Following template, but they have been renumbered from what was shared at the workshop on Oct. 15 for Block and Slice/Block customers.

20.3.7 Submittal of Initial Forecast

If «Customer Name» is serving any Planned NLSLs or NLSLs with Dedicated Resource or Consumer-Owned Resource amounts, then by June 30 of each year, unless another date is agreed to by the Parties, «Customer Name» shall provide BPA with forecasted energy amounts for such resources for each Diurnal period and peak amounts for each month to serve any Planned NLSLs and NLSLs for the upcoming Fiscal Year. BPA shall use «Customer Name»'s initial forecast to determine the Dedicated Resource or Consumer-Owned Resource amounts required to serve the Planned NLSLs and NLSLs. However, if BPA determines «Customer Name»'s initial forecast to be unreasonable, then BPA may replace «Customer Name»'s initial forecast with a final forecast that BPA develops. If «Customer Name» is serving any Planned NLSLs or NLSLs with Dedicated Resource or Consumer-Owned Resource amounts, then BPA shall revise section 4 of Exhibit A to capturestate such amounts by September 1 of each year.

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20.3.8 Consumer-Owned Resources Serving a Planned NLSL or an NLSL

20.3.8.1 ~~Consumer~~ Consumer-Owned Resources

«Customer Name»'s consumer may serve a Planned NLSL or an NLSL with a Consumer-Owned Resource if the following criteria are met:

- (1) the Consumer-Owned Resource and its expected generation amounts are indicated in section 7.4 of Exhibit A as serving a specific Planned NLSL or NLSL;
- (2) the Consumer-Owned Resource is physically located within «Customer Name»'s service territory;
- (3) the Consumer-Owned Resource is within the same Balancing Area Authority as the Planned NLSL or NLSL; and
- (4) the Consumer-Owned Resource is metered, regardless of nameplate size, and the meter data is communicated in accordance with section 15 and section 17 of the body of this Agreement.

~~If «Customer Name» serves a Planned NLSL or an NLSL with a Consumer Owned Resource, then «Customer Name» may be required to purchase NR Support Services pursuant to requirements in the applicable Wholesale Power Rate Schedules and GRSPs.~~

~~For purposes of determining «Customer Name»'s monthly power billing determinants, the facility load will be calculated by subtracting the actual generation from «Customer Name»'s Consumer Owned Resource(s) identified in section 7.4 of Exhibit A from the metered hourly load of any Planned NLSL or NLSL listed in Exhibit D.~~

~~The generation from such Consumer Owned Resources may not exceed the Planned NLSL or NLSL being served on any hour. BPA may adjust «Customer Name»'s power billing determinants to account for hourly excess Consumer Owned Resource generation and may assess other charges or penalties in accordance with any applicable BPA Wholesale Power Rate Schedules and GRSPs.~~

[Placeholder]

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20.3.8.2 ~~On-Site~~ **On-Site Renewable Resource/Cogeneration**

Exception

For purposes of this section 20.3.108.2, on-site means within the physical footprint of the NLSL facility as determined by BPA in the facility determination process.

«Customer Name» may request for BPA to serve an NLSL at a PF ~~Rate~~equivalent rate if the following criteria are met:

- (1) «Customer Name»'s end use consumer applies an on-site renewable resource or on-site cogeneration resource to reduce the load at an NLSL facility, that is otherwise not eligible to be served at a PF rate, to less than ten Average Megawatts in a consecutive 12-month period,
- (2) the on-site renewable resource or on-site cogeneration resource applied to the NLSL is behind «Customer Name»'s meter to the facility load, and
- (3) the on-site renewable resource or on-site cogeneration resource is continuously applied to serve the NLSL, consistent with BPA's NLSL policy included in BPA's Final Provider of Choice Contract ROD, September 2025, as amended or replaced.

If «Customer Name» meets the criteria above and BPA grants «Customer Name»'s request for the on-site renewable/cogeneration exception, then BPA shall: (1) list the Consumer-Owned Resource serving the NLSL in section 7.4 of Exhibit A and (2) revise section 1 of Exhibit D to add the on-site renewable resource or cogeneration facility and the requirements for such service.

END BLOCK and SLICE/BLOCK templates.

20.4 **Priority of Pacific Northwest Customers**

The provisions of sections 9(c) and 9(d) of the Northwest Power Act and the provisions of the Pacific Northwest Consumer Power Preference Act as amended by the Northwest Power Act, as well as BPA's 5(b)/9(c) Policy, are incorporated into this Agreement by reference. «Customer Name», together with other customers in the Region, shall have priority to electric power consistent with such provisions.

Commented [RMM56]: The Priority of Pacific Northwest Customers language was shared at workshop on Sept. 17. When this was shared at workshop, it was shared as section 23.4 as a Statutory Provision.

20.5 **Prohibition on Resale**

«Customer Name» shall not resell Firm Requirements Power except to serve «Customer Name»'s Total Retail Load or as otherwise permitted by federal law.

Commented [RMM57]: The Prohibition on Resale language was shared at workshop on Sept. 17. When this was shared at workshop, it was shared as section 23.5 as a Statutory Provision.

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20.6 Use of Regional Resources

Commented [RMM58]: The Use of Regional Resources language was shared at workshop on Sept. 17. When this was shared at workshop, it was shared as section 23.6 as a Statutory Provision.

20.6.1 Within 60 days prior to the start of each Fiscal Year, «Customer Name» shall provide notice to BPA of any firm power from «Customer Name»'s Generating Resources, ~~or a Contract Resource~~ during its term, listed in Exhibit A that has been used to serve firm consumer load in the Region and that «Customer Name» plans to export for sale outside the Region in the next Fiscal Year. Firm power includes firm energy and firm peaking capability.

BPA may request and «Customer Name» shall provide within 30 days of such request, additional information on «Customer Name»'s sales and dispositions of non-federal resources if BPA has information that «Customer Name» may have made such an export and not notified BPA. BPA may request and «Customer Name» shall provide within 30 days of such request, information on the planned use of any or all of «Customer Name»'s ~~Generating and Contract~~ Resources.

During any Rate Period that «Customer Name» has no purchase obligation for Firm Requirements Power under section 3, «Customer Name» shall have no obligation to notify BPA of its exports under this section; provided, however, «Customer Name» shall provide notification of all applicable exports in Rate Periods when it has a purchase obligation.

20.6.2 «Customer Name» shall be responsible for monitoring any firm power from Generating Resources ~~and Contract Resources~~ it sells in the Region to ensure such firm power is planned to be used to serve firm consumer load in the Region.

20.6.3 ~~If Subject to the 5(b)/9(c) Policy, if~~ «Customer Name» fails to report to BPA in accordance with section 20.6.1, above, any of its planned exports for sale outside the Region of firm power from a Generating Resource ~~or a Contract Resource~~ that has been used to serve firm consumer load in the Region, and BPA makes a finding that an export which was not reported was made, ~~then~~ BPA shall decrement the amount of its Firm Requirements Power sold under this Agreement by the amount ~~and for the duration~~ of the export that was not reported and by any continuing export amount. Decrements under the preceding sentence shall be first to power that would otherwise be provided at ~~Tier 1 Rates, the applicable firm power rate, as determined by BPA.~~ When applicable, such decrements shall be identified in section 3.2 of Exhibit A.

20.6.4 For purposes of this section 20.6, an export for sale outside the Region means a contract for the sale or disposition of firm power from a Generating Resource ~~or a Contract Resource~~ during its term that has

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been used to serve firm consumer load in the Region, which contract will be performed in a manner that such output is no longer used or not planned to be used solely to serve firm consumer load in the Region. Delivery of firm power outside the Region under a seasonal exchange agreement that is made consistent with BPA's 5(b)/9(c) Policy will not be considered an export. Firm power from a Generating Resource ~~or a Contract Resource~~ used to serve firm consumer load in the Region means the firm generating or load carrying capability of a Generating Resource ~~or a Contract Resource~~ as established under the resource planning criteria generally used within the Region.

20.6.5 For purposes of this section 20.6, if «Customer Name» has notified BPA that it ~~has joined~~will join and ~~is participating~~participate in an organized market using non-federal firm power produced by a Generating ~~Resource or Contract~~ Resource dedicated to supply its Total Retail Load as identified in Exhibit A, then to the extent the organized market operates geographically both within and outside the Region, «Customer Name»'s participation in such market will not be considered an export outside the Region, provided «Customer Name»'s dedicated non-federal power obligation remains unchanged from the amount identified in Exhibit A. «Customer Name»'s participation in an organized market shall not increase the firm energy requirements of «Customer Name» or other customers of the Administrator ~~as determined by the Administrator.~~

20.7 BPA Appropriations Refinancing

The Parties agree that the provisions of section 3201(i) of the Bonneville Power Administration Refinancing section of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (BPA Refinancing Act), P.L. 104-134, 110 Stat. 1321, 350, as stated in the United States Code on the Effective Date, are incorporated by reference and are a material term of this Agreement.

Commented [RMM59]: BPA Appropriations Refinancing was shared at workshop April 10 and June 10. When this was shared at workshop, it was shared as section 23.7 as a Statutory Provision.

21. STANDARD PROVISIONS

21.1 Amendments

Except where this Agreement explicitly allows for one Party to unilaterally amend a provision or exhibit, no amendment of this Agreement shall be of any force or effect unless set forth in writing and signed by authorized representatives of each Party.

Commented [MM(P660)]: Amendments was shared at the April 10 and June 10 workshops. When it was shared at workshop, it was shared as section 24., as a Standard Provision.

21.2 Entire Agreement and Order of Precedence

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. It supersedes all previous communications, representations, or contracts, either written or oral, which

Commented [MM(P661)]: Entire Agreement and Order of Precedence was shared at the April 10 and June 10 workshops. When it was shared at workshop, it was shared as section 24.2, as a Standard Provision.

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purport to describe or embody the subject matter of this Agreement. The body of this Agreement shall prevail over the exhibits to this Agreement in the event of a conflict.

Option 1: Include the following for customers who do NOT need RUS approval:

21.3 **Assignment**

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld. Without limiting the foregoing, BPA's refusal to consent to assignment shall not be considered unreasonable if, in BPA's sole discretion: (1) the sale of power by BPA to the assignee would violate any applicable statute, or (2) such sale might adversely affect the tax-exempt status of bonds issued as part of an issue that finances or refinances the Columbia Generating Station or that such sale might limit the ability to issue future tax-exempt bonds to finance or refinance the Columbia Generating Station. «Customer Name» may not transfer or assign this Agreement to any of its retail consumers.

End Option 1

Option 2: Include the following for customers who must obtain RUS approval to execute this Agreement:

21.3 **Assignment**

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without: (1) the other Party's written consent, which shall not be unreasonably withheld; and (2) the written consent of the United States Department of Rural Utilities Service. Without limiting the foregoing, BPA's refusal to consent to assignment shall not be considered unreasonable if, in BPA's sole discretion: (1) the sale of power by BPA to the assignee would violate any applicable statute, or (2) such sale might adversely affect the tax-exempt status of bonds issued as part of an issue that finances or refinances the Columbia Generating Station or that such sale might limit the ability to issue future tax-exempt bonds to finance or refinance the Columbia Generating Station. «Customer Name» may not transfer or assign this Agreement to any of its retail consumers.

End Option 2

21.4 **No Third-Party Beneficiaries**

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

21.5 **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any

Commented [MM(P662)]: The Assignment provision was shared at the Oct. 15 workshop. When it was shared at workshop, it was shared as section 24.3, as a Standard Provision.

Commented [MM(P663)]: The Assignment provision was shared at the Oct. 15 workshop. When it was shared at workshop, it was shared as section 24.3, as a Standard Provision.

Commented [MM(P664)]: The No Third-Party Beneficiaries provision was shared at the April 10 and June 10 workshops. When it was shared at workshop, it was shared as section 24.4, as a Standard Provision

Commented [MM(P665)]: The Waivers provision was shared at the April 10 and June 10 workshops. When it was shared at workshop, it was shared as section 24.5, as a Standard Provision.

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such waiver shall not be deemed a waiver of any other provision of this Agreement or of any other breach of this Agreement.

21.6 **BPA Policies**

Any reference in this Agreement to BPA policies, including any revisions, does not constitute agreement of «Customer Name» to such policy by execution of this Agreement, nor shall it be construed to be a waiver of the right of «Customer Name» to seek judicial review of any such policy.

Commented [MM(P666)]: BPA Policies provision was shared at the April 10 and June 10 workshops. When it was shared at workshop, it was shared as section 24.6, as a Standard Provision.

21.7 **Rate Covenant and Payment Assurance**

«Customer Name» agrees that it shall establish, maintain and collect rates or charges sufficient to assure recovery of its costs for power and energy and other services, facilities and commodities sold, furnished or supplied by it through any of its electric utility properties. BPA may require additional forms of payment assurance if: (1) BPA determines that such rates and charges may not be adequate to provide revenues sufficient to enable «Customer Name» to make the payments required under this Agreement, or (2) BPA identifies in a letter to «Customer Name» that BPA has other reasonable grounds to conclude that «Customer Name» may not be able to make the payments required under this Agreement. If «Customer Name» does not provide payment assurance satisfactory to BPA, then BPA may terminate this Agreement. Written notices sent under this section must comply with Exhibit I.

Commented [MM(P667)]: The Rate Covenant and Payment Assurance provision was shared at the April 10 and June 10 workshops. When it was shared at workshop, it was shared as section 24.7, as a Standard Provision.

Option: Include this section ONLY for cooperatives and tribal utilities.

21.8 **Bond Assurances**

BPA has advised «Customer Name» that: (1) the Columbia Generating Station has been financed and refinanced in large part by bonds that are intended to bear interest that is exempt from federal income tax under section 103 of the Internal Revenue Code of 1954, as amended, and Title XIII of the Tax Reform Act of 1986, and (2) the tax-exempt status of those bonds and other bonds issued together with those bonds might be jeopardized if «Customer Name» or any other nongovernmental person has a contract to purchase additional amounts of the output of the Columbia Generating Station.

Commented [MM(P668)]: The Bond Assurances provision was shared at the Oct. 15 workshop. When it was shared at workshop, it was shared as section 24.8, as a Standard Provision.

Include in SLICE/BLOCK template:

Pursuant to section 5.3 of this Agreement, BPA shall calculate «Customer Name»'s Slice Percentage for each Fiscal Year of the Rate Period. If «Customer Name»'s Slice Percentage calculated for any Fiscal Year would exceed 0.5% of the Tier 1 System Resources for the applicable year, then BPA shall reduce «Customer Name»'s Slice Percentage for such year equal to 0.5%. For any Fiscal Year that BPA reduces «Customer Name»'s Slice Percentage to comply with this section 21.8, «Customer Name»'s Tier 1 Block Amount will increase by an equivalent amount pursuant to the calculation in section 4.3.

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In the event that «Customer Name»'s purchase under this Agreement results in remedial action or IRS settlement related to the tax-exempt bonds associated with Columbia Generating Station, BPA shall bill «Customer Name» and «Customer Name» shall reimburse BPA for any costs BPA determines are related to such remedial action or IRS settlement.

If the IRS determines or BPA in its sole discretion determines that the Slice/Block Product does not constitute a direct purchase of the output of the Columbia Generating Station (or does not otherwise result in excess private business use with respect to outstanding tax-exempt bonds associated with Columbia Generating Station), then BPA shall have no right to reduce «Customer Name»'s Slice Percentage.

END SLICE/BLOCK template.

Include in LOAD FOLLOWING and BLOCK templates:

To preserve the tax-exempt status of these bonds, during the term of this Agreement, if «Customer Name» changes its purchase obligation to Slice/Block pursuant to section 11, then BPA shall include terms in this Agreement that, under certain conditions, would limit «Customer Name»'s Slice Percentage to 0.5% and, as applicable, obligate «Customer Name» to pay direct assignment costs.

END LOAD FOLLOWING and BLOCK templates.

End Section 21.8

Include for LOAD FOLLOWING template:

22. PARTICIPATION IN WRAP

BPA is participating in the Western Resource Adequacy Program (WRAP) with its first binding season occurring prior to October 1, 2028. If BPA ceases to participate in WRAP, then BPA shall provide advance notice to «Customer Name» of the date that BPA's participation will end.

The remainder of this section 22 will not apply if BPA is not participating in WRAP.

22.1 Responsibilities and Provision of Information Necessary for WRAP Participation

BPA shall be solely responsible for fulfilling its contractual obligations to WRAP and shall provide WRAP with any necessary data regarding «Customer Name»'s load and resources in compliance with WRAP requirements. Consistent with this section 22, section 17, and section «##» of Exhibit J, «Customer Name» shall provide BPA with any necessary and requested information, forecasts, and attestations associated with «Customer Name»'s Dedicated Resources and Consumer Owned Resources serving On-Site Consumer Load.

22.1.1 By October 1, 2027, BPA shall notify «Customer Name» of its preferred mode of communication for WRAP-related information.

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22.1.2 BPA may request a signed Joint Contract Accreditation Form (JCAF) from «Customer Name» for any Dedicated Resources or Consumer Owned Resources serving On-Site Consumer Load relevant to the WRAP. «Customer Name» shall provide BPA with such signed JCAF(s) no later than 30 calendar days following such request and by the dates established in section «#» of Exhibit J. JCAFs provided under this section shall comply with the requirements of WRAP and shall be updated as appropriate to meet WRAP requirements.

22.2 Pass-Through of WRAP Charges

If BPA incurs any charges from WRAP related to «Customer Name»'s Dedicated Resources or Consumer Owned Resources serving On-Site Consumer Load or «Customer Name»'s replacement amount(s) for such resources, then BPA shall pass through such charges to «Customer Name». Such charges may include but are not limited to: [a forecasted non-federal resource being unavailable for controllable reasons, etc]

In the event that BPA does not incur a charge from the WRAP entity related to the non-performance of «Customer Name»'s Dedicated Resources or Consumer Owned Resources serving On-Site Consumer Load, then BPA may assess a charge for such non-performance. Such charges shall be pursuant to BPA's applicable Wholesale Power rates and GRSPs and as established in a 7(i) Process.

22.3 WRAP and Resource-Related Exhibit Revisions

By June 30, 2027, «Customer Name» and BPA shall review and make any necessary revisions to Exhibit J to adjust the terms and conditions to implement this section «#». Such revision shall include terms and conditions such as, but not limited to: BPA's preferred mode of communication, «Customer Name» notices relevant to WRAP, pass-through charges for resources, terms related to JCAFs, and any other terms necessary to facilitate BPA's participation in WRAP.

In addition, if after June 30, 2027 «Customer Name» elects to apply a Dedicated Resources or Consumer Owned Resources serving On-Site Consumer Load to load for the first time, then «Customer Name» and BPA shall review and make any necessary revisions to Exhibit J to adjust the terms and conditions to implement this section 22.

22.4 Load Exclusions

For purposes of this section 22, "load exclusion" means a distinct and separately metered load of «Customer Name» for which BPA is not the exclusive wholesale provider and that is excluded from BPA's WRAP participation.

By July 31, 2027, and by July 31 of each Forecast Year thereafter, «Customer Name» may request that BPA allow a load exclusion. Upon receipt of such

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request, BPA will analyze «Customer Name»'s request, including impacts to BPA's ability to maintain resource adequacy and reliability, and any potential cost shifts to BPA and other BPA customers. In its sole discretion, BPA may: (1) allow a requested load exclusion, (2) allow a requested load exclusion subject to conditions designed to offset any negative impacts the requested load exclusion may have to the reliability of the power system or to share costs; or (3) decline a requested load exclusion.

By October 15 of the Rate Case Year following the request, BPA shall provide «Customer Name» notice of its decision regarding the requested load exclusion, including a summary of its analysis and any conditions. By January 31 of that Rate Case Year, the Parties shall revise Exhibit D to state the terms and conditions of any allowed load exclusion. Such load exclusions will be effective on October 1 following the Exhibit D revision and shall remain in effect for the duration of that Rate Period. If the Parties do not revise Exhibit D pursuant to this section by January 31 of the applicable Rate Case Year, then BPA shall not allow the requested load exclusion for the upcoming Rate Period.

END LOAD FOLLOWING template.

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

22. PARTICIPATION IN WRAP

BPA is participating in the Western Resource Adequacy Program (WRAP) with its first binding season occurring prior to October 1, 2028. If BPA ceases to participate in WRAP, then BPA shall provide advance notice to «Customer Name» of the date that BPA's participation will end.

22.1 Responsibilities and Provision of Information Necessary for WRAP Participation

«Customer Name» shall notify BPA if «Customer Name» is participating in WRAP on October 1, 2028 or starts its participation in WRAP after such date.

If «Customer Name» participates in WRAP, then consistent with this section 22, section 17, and section X of Exhibit J, BPA shall provide «Customer Name» with any necessary and requested information, forecasts, and attestations associated with amounts of electric power provided under this Agreement to support «Customer Name»'s participation in WRAP.

22.1.1 «Customer Name» may request a signed Joint Contract Accreditation Form (JCAF) from BPA for its purchases under this agreement relevant to WRAP. BPA shall provide «Customer Name» with such signed JCAF(s) no later than X calendar days following such request. JCAFs provided under this section shall comply with the requirements of WRAP and shall be updated as appropriate to meet WRAP requirements.

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22.1.2 BPA shall have no responsibility to support «Customer Name» in its participation in WRAP beyond the contract terms held in this contract.

If «Customer Name» ceases to participate in WRAP, then «Customer Name» shall provide advance notice to BPA of the date that «Customer Name»'s participation will end.

END BLOCK and SLICE/BLOCK templates.

23. FUTURE AMENDMENT FOR DAY-AHEAD MARKET

If BPA decides, or has decided, to join a day-ahead market to serve «Customer Name»'s load, then BPA shall conduct a public process to discuss and determine: (1) any necessary amendments to the Provider of Choice power sales agreements, including any necessary to align with an updated Transmission Services tariff and settlements under an organized market, and (2) the anticipated timeline for executing such amendments. Following the conclusion of such public process, BPA shall issue the final amendment template and, based on the agreed-upon timeline, prepare and offer «Customer Name» a contract amendment using the amendment template, and the Parties will amend this Agreement. «Customer Name»'s agreement to such amendment consistent with this section ~~22~~23 shall not be unreasonably withheld.

Following BPA joining a day ahead market to serve «Customer Name»'s load and the Parties amend this Agreement pursuant to this section, BPA shall also conduct a subsequent public process on the topic of settlements for the Slice Product in the day ahead market that BPA joins.

Commented [MM(P669)]: The Future Amendment for Day-Ahead Market provision was shared at the Oct. 15 workshop.

~~23~~24. TERMINATION

BPA may terminate this Agreement if:

- (1) «Customer Name» fails to make payment as required by section 16.4, or
- (2) «Customer Name» fails to provide payment assurance satisfactory to BPA as required by section 21.7.

Such termination is without prejudice to any other remedies available to BPA under law.

Reviewer's Note: If necessary, customers will still have the option to sign a hard copy of the Agreement.

~~24~~25. SIGNATURES

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

Commented [MM(P670)]: The Termination provision was shared at the Sept. 17 and Oct. 15 workshops. When it was shared at workshop, it was shared as section 25.

Commented [MM(P671)]: The Signatures clause was shared at the April 10 and May 6 workshops. When it was shared at workshop, it was shared as section 26.

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«FULL NAME OF CUSTOMER»

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____
Name _____
(Print/Type)
Title _____
Date _____

By _____
Name _____
(Print/Type)
Title _____
Date _____

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Exhibit A

NET REQUIREMENTS AND RESOURCES

Commented [MM(P672)]: Exhibit A in its entirety was shared at workshop on Sept. 17.

Include in **LOAD FOLLOWING** template:

1. NET REQUIREMENTS

~~BPA shall establish «Customer Name»'s Net Requirement equals based on its Total Retail Load minus: (1) «Customer Name»'s Dedicated Resources determined pursuant to section 3.3 of the body of this Agreement and listed in sections 2, 3, and 4 of this exhibit. The Parties shall not add or remove resource amounts to change «Customer Name»'s purchase obligations from BPA under section 3.1 of the body of this Agreement except in accordance with sections 3.5, and 10 of the body of this Agreement.~~

~~(2) Consumer-Owned~~ **END LOAD FOLLOWING template.**

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

1. NET REQUIREMENTS

~~«Customer Name»'s Net Requirement equals its Total Retail Load minus «Customer Name»'s Dedicated Resources determined pursuant to section 3.3 of the body of this Agreement and listed in sections 2, 7.1, 7.3, and 7.4 of this exhibit. The Parties shall not add or remove resource amounts to change «Customer Name»'s purchase obligations from BPA under section 3.1 of the body of this Agreement except in accordance with sections 3.5, 3.6 and 10 of the body of this Agreement.~~

END LOAD FOLLOWING template.

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

1. NET REQUIREMENTS

~~BPA shall annually establish «Customer Name»'s Net Requirement based on its Total Retail Load minus: (1) «Customer Name»'s Dedicated Resources determined pursuant to section 3.3 of the body of this Agreement and listed in sections 2, 3, and 4 of this exhibit, and (2) Consumer-Owned Resources determined pursuant to section 3.6 of the body of this Agreement and listed in sections 7.1, 7.3, and 7.4 of this exhibit. The Parties shall not add or remove resource amounts to change «Customer Name»'s purchase obligations from BPA under section 3.1 of the body of this Agreement except in accordance with sections 3.5, 3.6 and 10 of the body of this Agreement.~~

~~BPA shall calculate a forecast of «Customer Name»'s Net Requirement for each year of the upcoming Fiscal Year Rate Period as follows:~~

1.1 ~~1.1~~ Forecast of Total Retail Load

~~By September 15, 2028, and by each September 15 thereafter, BPA-BPA shall fill in the table in this section below with «Customer Name»'s Total Retail Load forecast (submitted as established pursuant to section 17.6 of the body of this Agreement) for the upcoming Fiscal Year. BPA shall notify «Customer Name» by July 31 immediately preceding the start of the Fiscal Year if BPA determines «Customer Name»'s submitted forecast is reasonable or not reasonable. If BPA determines «Customer Name»'s submitted forecast is not~~

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~~reasonable, then BPA shall fill in the table below with a forecast BPA determines to be reasonable by September 15 immediately preceding the start of the Fiscal Year.~~

~~«Customer Name» may submit to arbitration, which may be binding arbitration under a separate agreement or nonbinding arbitration as agreed to by the Parties, pursuant to section 22 of the body of the Agreement, the issue of the reasonableness of BPA's forecast of «Customer Name's Total Retail Load used by BPA to fill in the table below. Such arbitration shall not include issues of the interpretation or application of BPA's policies with respect to such forecast, including without limitation BPA's 5(b)/9(c) Policy.~~

Drafter's Note: The table below will be blank at contract signing.

Annual Forecast of Monthly Total Retail Load													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2029													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2030													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2031													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2032													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2033													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2034													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2035													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2036													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2037													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2038													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2039													
Energy (MWh)													
Peak (MW)													

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Annual Forecast of Monthly Total Retail Load													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2040													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2041													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2042													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2043													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2044													
Energy (MWh)													
Peak (MW)													

Notes: Fill in the table above with megawatt-hours rounded to whole megawatt-hours, with megawatts rounded to one decimal place, and annual Average Megawatts rounded to three decimal places.

END BLOCK and SLICE/BLOCK template.

Include in BLOCK template:

1.2 Forecast of Net Requirements

~~By September 15, 2028, and by each September 15 thereafter, At the time BPA fills in the table in section 1.1 above, BPA shall calculate, and fill in the table below with:~~ «Customer Name»'s Net Requirement forecast for the ~~upcoming~~remaining Fiscal Year(s) of the Rate Period by month. «Customer Name»'s Net Requirement forecast ~~equals~~is based on «Customer Name»'s Total Retail Load forecast, ~~shown~~stated in section 1.1 above, minus: (1) «Customer Name»'s Dedicated Resource amounts, ~~shown~~stated in section 5 below, and (2) Consumer-Owned Resources stated in sections 7.1, 7.3, and 7.4 of this exhibit. In no event shall «Customer Name»'s planned Firm Requirements Power purchased for a Fiscal Year under this Agreement exceed «Customer Name»'s Net Requirement forecast for the Fiscal Year.

END BLOCK template.

Include in SLICE/BLOCK template:

1.2 Forecast of Net Requirements

~~By September 15, 2028, and by each September 15 thereafter, At the time BPA fills in the table in section 1.1 above, BPA shall calculate, and fill in the table below with:~~ «Customer Name»'s Net Requirement forecast for the ~~upcoming~~remaining Fiscal Year(s) of the Rate Period by month. «Customer Name»'s Net Requirement forecast ~~equals~~is based on «Customer Name»'s Total Retail Load forecast, ~~shown~~stated in section 1.1 above, minus: (1) «Customer Name»'s Dedicated Resource amounts, ~~shown~~stated in section 5 below, and (2) Consumer-Owned Resources stated in sections 7.1, 7.3, and 7.4 of this exhibit.

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END SLICE/BLOCK template.

Include in BLOCK and SLICE/BLOCK template:

On a planning basis «Customer Name» shall serve that portion of its Total
Retail Load that is not served with Firm Requirements Power with
«Customer Name»'s Dedicated Resources.

Drafter's Note: The table below will be blank at contract signing.

Annual Forecast of Monthly Net Requirements													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2029													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2030													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2031													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2032													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2033													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2034													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2035													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2036													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2037													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2038													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2039													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2040													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2041													
Energy (MWh)													
Peak (MW)													

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Annual Forecast of Monthly Net Requirements													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2042													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2043													
Energy (MWh)													
Peak (MW)													
Fiscal Year 2044													
Energy (MWh)													
Peak (MW)													

Note: Fill in the table above with megawatt-hours rounded to whole megawatt-hours, with megawatts rounded to one decimal place, and annual Average Megawatts rounded to three decimal places.

END BLOCK and SLICE/BLOCK template.

Reviewer's Note: Because customers can have numerous resources and the subsections of section 2 can span multiple pages, BPA is proposing unique subsection numbering of 2-1(1), 2-1(2), etc. (as opposed to simply numbering resources as (1), (2),....) under section 2 so that it is easier to know which resource is being referred to.

2. LIST OF SPECIFIED RESOURCES

Drafter's Note: List each Specified Resource in the applicable section using the format shown below in section 2-1(1) for each Specified Resource. Determine the Dedicated Resource amounts for Specified Resources per the updated 5(b)/9(c) Policy.

~~2.1~~ **Generating Resources**

Option 1: If «Customer Name» does NOT have any Generating Resources that are Specified Resources include the following text:

«Customer Name» does not have any Generating Resources that are Specified Resources at this time.

End Option 1.

Option 2: If «Customer Name» has Generating Resources that are Specified Resources include the following text and complete sections (1)(A) - (C) for each resource. When listing multiple resources renumber each resource as 2-1(2), 2-1(3), etc. All of «Customer Name»'s Generating Resources that are Specified Resources are listed below.

2-1(1) **«Resource Name»**

(A) **Special Provisions**

Drafter's Note: Include any special provisions here that are applicable to this resource. If none, retain this section and state "None".

(B) **Resource Profile**

Drafter's Note: For Delivery Plan, enter the transmission system used to deliver the resource (or for behind-the-BAA where meter resources, the transmission system that serves the load

Commented [MM(P673)]: Reviewer's Note: Some of these Resource Profile components may be shifted from Exhibit A to Exhibit J as we further develop Exhibit J.

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that the resource ~~is located~~ serves). For Statutory Status, Resource Status, Applied to Tier 1 Allowance Amount, RSS, and Dispatchable, fill in the appropriate cells with “X”s.

Fuel Type	Date Resource Dedicated to Load	Date of Resource Removal	Percent of Resource Used to Serve Load	Nameplate Capability (MW)	Delivery Plan

Statutory Status		Resource Status		Applied to Tier 1 Allowance Amount		RSS		Dispatchable	
5b1A	5b1B	Existing	New	Yes	No	Yes	No	Yes	No

Note: Fill in the table above with “X”s.

(C) Specified Resource Amounts

Specified Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2029													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2030													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2031													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2032													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2033													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2034													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													

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Specified Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2035													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2036													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2037													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2038													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2039													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2040													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2041													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2042													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2043													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													

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Specified Resource Amounts													annual aMW
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Fiscal Year 2044													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Note: Fill in the table above with megawatt-hours rounded to whole megawatt-hours, with megawatts rounded to one decimal place, and annual Average Megawatts rounded to three decimal places.													

End Option 2.

~~2.2 Contract Resources~~

~~Option 1: If «Customer Name» customer does NOT have any Contract Resources that are Specified Resources include the following text: «Customer Name» does not have any Contract Resources that are Specified Resources at this time.
End Option 1.~~

~~Option 2: If «Customer Name» customer has Contract Resources that are Specified Resources include the following text and add and complete sections (1)(A)–(C) for each resource using the format in Option 2 of section 2.1:
All of «Customer Name»’s Contract Resources that are Specified Resources are listed below.
End Option 2.~~

~~2.2 Tier 1 Allowance Amount~~

~~«Customer Name»’s total amount of Specified Resources that are applied to the Tier 1 Allowance Amount are stated below. BPA shall calculate the Tier 1 Allowance Amount limit in accordance with section 3.5.2 of the body of this Agreement. If «Customer Name»’s CHWM changes, then BPA shall revise the Tier 1 Allowance Amount and Tier 1 Allowance Amount limit in the table below in accordance with section 3.5.2 of the body of this Agreement.~~

~~Drafter’s Note: For the first column, add the total of the Nameplate Capability amount listed in any Resource Profile that has an X under the field ‘Applied to Tier 1 Allowance Amount’. If the customer has no Tier 1 Allowance Amounts, put N/A in that column. For the second column, add the customer’s Tier 1 Allowance Amount Limit (regardless of whether they have a Specified Resource applied to the Tier 1 Allowance Amount). This limit is subject to change with any adjustment to the customer’s CHWM (e.g. Small Utility subsequent adjustments).~~

Tier 1 Allowance Amount (MW)	Tier 1 Allowance Amount Limit (MW)
«X.XX»	«X.XX»

Commented [MM(P674)]: BPA is considering the removal of Contract Resources. If so, this section would be removed.

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3. COMMITTED POWER PURCHASE AMOUNTS

Include in **LOAD FOLLOWING** template:

3.1 **Committed Power Purchase Amounts Used to Serve Total Retail Load**

Commented [MM(P675)]: Note: Delivery Plan information for Committed Power Purchase Amounts may be noted in Exhibit J.

3.1.1 **Shape of Committed Power Purchase Amounts**

BPA shall calculate «Customer Name»'s Committed Power Purchase Amounts using the **Flat Annual Shape monthly shape and the selected monthly and** Diurnal ~~shapesshape~~ listed below. BPA shall update the table below consistent with section 3.4.2 of the body of this Agreement.

Commented [MM(P676)]: Though BPA is considering shaping options for resources overall, BPA is proposing that Committed Power Purchase Amounts be applied using the "Flat Within-Month Shape". This this section will likely be removed.

Drafter's Note: Do not edit the following table. It should appear "as is" at contract signing.

Shape of Committed Power Purchase Amounts			
Monthly Shape Choice	Diurnal Shape Choice		
Total Retail Load Monthly Shape	Flat Annual Shape	HLH Diurnal Shape	Flat Within-Month Shape
	X	-	X
	X	-	X
	X	-	X
	X	-	X

Deleted Cells

3.1.1.2 **Committed Power Purchase Amounts**

Option 1: If customer does NOT have any Committed Power Purchase Amounts include the following ~~text~~:

«Customer Name» does not have any Committed Power Purchase Amounts at this time.
End Option 1.

Option 2: If customer has Committed Power Purchase Amounts include the following ~~text~~ and fill in the table below (adding additional years as needed):

«Customer Name»'s Committed Power Purchase Amounts are listed in the table below.

Committed Power Purchase Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2029													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													

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Committed Power Purchase Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2030													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Note: Fill in the table above with megawatt-hours rounded to whole megawatt-hours and with annual Average Megawatts rounded to three decimal places.													

End Option 2.

END LOAD FOLLOWING template.

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

3.1 Committed Power Purchase Amounts Used to Serve Total Retail Load

Option 1: If customer does NOT have any Committed Power Purchase Amounts include the following ~~text~~:

«Customer Name» does not have any Committed Power Purchase Amounts at this time.

End Option 1.

Option 2: If customer has Committed Power Purchase Amounts include the following ~~text~~ and fill in the table below (adding additional years as needed):

«Customer Name»'s Committed Power Purchase Amounts are listed in the table below.

Committed Power Purchase Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2029													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Fiscal Year 2030													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Note: Fill in the table above with megawatt-hours rounded to whole megawatt-hours and with annual Average Megawatts rounded to three decimal places.													

End Option 2.

END BLOCK and **SLICE/BLOCK** templates.

3.2 Committed Power Purchase Amounts for 9(c) Export Decrements

Option 1: Include the following if customer does NOT have any Committed Power Purchase Amounts for 9 (c) Export Decrements:

«Customer Name» does not have any Committed Power Purchase Amounts for 9(c) export decrements at this time.

End Option 1.

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Option 2: If customer does have any Committed Power Purchase Amounts for 9 (c) Export Decrements include the following text and fill in the table below (adding additional years as needed):

«Customer Name»'s Committed Power Purchase Amounts for 9(c) export decrements pursuant to section ~~3.5.8~~^{3.4} of the body of this Agreement are listed in the table below.

Committed Power Purchase Amounts for 9(c) Export Decrements													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2029													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Fiscal Year 2030													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Note: Fill in the table above with megawatt-hours rounded to whole megawatt-hours and with annual Average Megawatts rounded to three decimal places.													

End Option 2.

Reviewer's Note: Because customers can have numerous resources serving ~~an NLSL~~^{a Planned} NLSLs or NLSLs and the subsections of section 4 can span multiple pages, BPA is proposing subsection numbering of 4-~~1~~(1), 4-~~1~~(2), etc. (as opposed to simply numbering resources as (1), (2),....) under section 4 so that it is easier to know which resource is being referred to.

4. DEDICATED RESOURCE AMOUNTS USED TO SERVE ~~AN NLSL~~^{PLANNED} NLSLs AND NLSLs

Option 1: If customer does NOT have an NLSL or does NOT have any Dedicated Resource amounts serving an NLSL include the following text:

«Customer Name» does not have any Dedicated Resource amounts serving ^{a Planned} NLSL or an NLSL at this time, in accordance with ~~section~~^{sections} 3.5.8 ~~and~~ 20.3 of the body of this Agreement.

End Option 1.

Option 2: If customer wants to serve ^{a Planned NLSL or an NLSL with Dedicated Resource amounts}, include the following text and heading. If customer is serving the Planned NLSL/NLSL with Specified Resources ~~add~~, use the tables from section 2 above and complete sections 2-~~1~~(1)(A) - (C) for each resource using the format in Option 2 of section 2-~~1~~ (and ~~state~~ "N/A" in the Tier 1 Allowance Amount cell). If customer is serving the NLSL with Committed Power Purchase Amounts, add and fill in a table using the table format in section 3-~~1~~² in equal megawatt amounts for each hour in a year as provided in 3.4.1(2). Also describe in section 1.4 or 1.5 of Exhibit D how the resource listed below will match the Planned NLSL/NLSL.

All of «Customer Name»'s Dedicated Resource amounts serving ^{a Planned NLSL} and/or an NLSL, in accordance with ~~section~~^{sections} 3.5.8 ~~and~~ 20.3 of the body of this Agreement, are listed below.

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4(1) «Name of NLSL» «Planned NLSL or NLSL»
End Option 2.

5. TOTAL DEDICATED RESOURCE AMOUNTS

Option 1: If customer does NOT have any Dedicated Resource amounts listed in sections 2, 3, or 4 above include the following text:
«Customer Name» does not have any Dedicated Resource amounts at this time.
End Option 1.

Option 2: If customer has any Dedicated Resource amounts listed in sections 2, 3, or 4 above insert a table below, using the table format in section 2-1(1)(C), with amounts equal to the sum of all Dedicated Resource amounts listed in section 2, 3, and 4, and changing the title of the table from Specified Resource Amounts to Dedicated Resource Amounts.

The amounts in the table below equal the sum of all Dedicated Resource amounts used to serve «Customer Name»'s Total Retail Load listed above in sections 2, 3, and 4.
End Option 2.

6. LIST OF RESOURCES NOT USED TO SERVE TOTAL RETAIL LOAD

Option 1: If customer does NOT own any ~~resources~~ Specified Resources not dedicated to its TRL include the following text:

Pursuant to section 17 of the body of this Agreement, «Customer Name» does not own any Generating Resources ~~or Contract Resources~~ that are: (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 1.000 megawatt of nameplate capability.
End Option 1.

Option 2: If customer owns resources ~~that are not dedicated~~ Specified Resources used to serve to its TRL include the following text and complete sections (1)(A) and (B) below for each resource:

Pursuant to section 17 of the body of this Agreement, all Generating ~~Resources and Contract~~ Resources «Customer Name» owns that are: (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 1.000 megawatt of nameplate capability, are listed below.

(1) «Resource Name»

(A) Resource Profile

Fuel Type	Type of Resource		Percent of Resource Not Used to Serve Load	Nameplate Capability (MW)
	Generating Resource	Contract Resource		

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(B) Expected Resource Output

Expected Output – Energy (aMW)								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: Fill in the table above with annual Average Megawatts rounded to three decimal places.								

End Option 2.

7. LIST OF CONSUMER-OWNED RESOURCES

7.1 Consumer-Owned Resources Serving On-Site Consumer Load

Option 1: If customer does NOT have any Consumer-Owned Resources serving On-Site Consumer Load include the following text:

Pursuant to section 3.6 of the body of this Agreement, «Customer Name» does not have any Consumer-Owned Resources serving On-Site Consumer Load at this time.

End Option 1.

Option 2: If customer has Consumer-Owned Resources serving On-Site Consumer Load include the following text and complete sections (1)(A) and (B) below for each resource:

Pursuant to section 3.6 of the body of this Agreement, all of «Customer Name»'s Consumer-Owned Resources serving On-Site Consumer Load are listed below.

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(1) «Resource Name»

(A) Resource Profile

Resource Owner	Fuel Type	Nameplate Capability (MW)	Delivery Plan
<p><i>Option 1: If customer has provided satisfactory information demonstrating that the resource will be sized to not exceed the consumer's load on a monthly basis, include the following footnote:</i> Note: Pursuant to section 3.6.3 of the body of this Agreement, on «Month, Day Year Name» information provided to BPA demonstrated that on that date the resource listed in this section would be sized to not generate in excess of the Consumer's On-Site Load on a monthly basis.<i>End Option 1</i></p> <p><i>Option 2: If customer has not provided satisfactory information demonstrating that the resource will be sized to not exceed the consumer's load on a monthly basis, add the following footnote:</i> Note: Pursuant to section 3.6.3 of the body of this Agreement, «Customer Name» has not provided information demonstrating that the resource listed in this section would be sized to serve only the Consumer's On-Site Load on a monthly basis.<i>End Option 2</i></p>			

(B) Expected Resource Output

Expected Output – Energy (aMW)								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: Fill in the table above with annual Average Megawatts rounded to three decimal places.								

End Option 2.

7.2 Consumer-Owned Resources Serving Load Other than On-Site
Consumer Load

Option 1: If customer does NOT have any Consumer-Owned Resources serving load other than On-Site Consumer Load include the following text:

Pursuant to section 3.6 of the body of this Agreement, «Customer Name» does not have any Consumer-Owned Resources serving load other than On-Site Consumer Load at this time.

End Option 1.

Option 2: If customer has Consumer-Owned Resources serving load other than On-Site Consumer Load include the following text and complete sections (1)(A) and (B) below for each resource:

Pursuant to section 3.6 of the body of this Agreement, all of «Customer Name»'s Consumer-Owned Resources serving load other than On-Site Consumer Load are listed below.

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(1) «Resource Name»

(A) Resource Profile

Resource Owner	Fuel Type	Nameplate Capability (MW)

(B) Expected Resource Output

Expected Output – Energy (aMW)								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: Fill in the table above with annual Average Megawatts rounded to three decimal places.								

End Option 2.

7.3 Consumer-Owned Resources Serving Both On-Site Consumer Load
and Load Other than On-Site Consumer Load

*Option 1: If customer does NOT have any Consumer-Owned Resources
serving both On-Site Consumer Load and load Other than On-Site Consumer
Load include the following text:*

Pursuant to section 3.6 of the body of this Agreement, «Customer Name» does
not have any Consumer-Owned Resources serving both On-Site Consumer
Load and load other than On-Site Consumer Load at this time.

End Option 1.

*Option 2: If customer has Consumer-Owned Resources serving both On-Site
Consumer Load and load other than On-Site Consumer Load include the
following text and complete sections (1)(A) – (D) below for each resource:*

Pursuant to section 3.6 of the body of this Agreement, all of «Customer
Name»'s Consumer-Owned Resources serving both On-Site Consumer Load
and load other than On-Site Consumer Load are listed in tables below.

(1) «Resource Name»

(A) Resource Profile

Resource Owner	Fuel Type	Nameplate Capability (MW)	Delivery Plan

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(B) Expected Resource Output

Expected Output – Energy (aMW)								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: Fill in the table above with annual Average Megawatts rounded to three decimal places.								

(C) Expected On-Site Consumer Load

Expected Output – Energy (aMW)								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: Fill in the table above with annual Average Megawatts rounded to three decimal places.								

Sub-Option A: If customer has Consumer-Owned Resources serving both On-Site Consumer Load and load other than On-Site Consumer Load AND they chose OPTION A in section 3.6.5 of the body of this Agreement, then complete the following table:

(D) Maximum Amounts Serving On-Site Consumer Load

Maximum Hourly Amounts Serving On-Site Consumer Load												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
HLH (MW/hr)												
LLH (MW/hr)												
Note: Fill in the table above with megawatts rounded to one decimal place.												

End Sub-Option A.

Sub-Option B: If customer has Consumer-Owned Resources serving both On-Site Consumer Load and load other than On-Site Consumer Load AND «Customer Name» they chose OPTION B in section 3.6.5 of the body of this Agreement then complete the following table:

(D) Maximum BPA-Served On-Site Consumer Load

Maximum Hourly Amounts of Onsite Consumer Load Served by BPA												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
HLH (MW/hr)												
LLH (MW/hr)												
Note: Fill in the table above with megawatts rounded to one decimal place.												

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End Sub-Option B.
End Option 2.

Include in **LOAD FOLLOWING** template:

7.4 **Consumer-Owned Resources Serving ~~a~~Planned NLSL or NLSL**
Option 1: If «Customer Name»customer does NOT have any Consumer-Owned Resources serving a Planned NLSL or an NLSL include the following text:
Pursuant to section ~~20.3.7~~20.3.10 of the body of this Agreement, «Customer Name» does not have any Consumer-Owned Resources serving a Planned NLSL or an NLSL at this time.
End Option 1.

Option 2: If «Customer Name»customer has Consumer-Owned Resources serving a Planned NLSL or an NLSL include the following text and complete sections (1)(A) and (B).
Pursuant to section ~~20.3.7~~20.3.10 of the body of this Agreement, all of «Customer Name»'s Consumer-Owned Resources serving a Planned NLSL and/or an NLSL are listed below.*End Option 2.*

End **LOAD FOLLOWING** template.

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

7.4 **Consumer-Owned Resources Serving Planned NLSL or NLSL**
Option 1: If customer does NOT have any Consumer-Owned Resources serving a planned NLSL or an NLSL include the following text:
Pursuant to section 20.3.8 of the body of this Agreement, «Customer Name» does not have any Consumer-Owned Resources serving a Planned NLSL or an NLSL at this time.*End Option 1.*

Option 2: If customer has Consumer-Owned Resources serving a planned NLSL or an NLSL include the following text and complete sections (1)(A) and (B).
Pursuant to section 20.3.8 of the body of this Agreement, all of «Customer Name»'s Consumer-Owned Resources serving a Planned NLSL and/or an NLSL are listed below.*End Option 2.*

End **BLOCK** and **SLICE/BLOCK** templates

(1) **«Resource Name»**

(A) **Resource Profile**

Resource Owner	Fuel Type	Nameplate Capability (MW)

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(B) Expected Resource Output

Expected Output – Energy (aMW)								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: Fill in the table above with annual Average Megawatts rounded to three decimal places.								

End Option 2.

Include in **LOAD FOLLOWING** template:

8. TABLES FOR ALLOWABLE DEDICATED RESOURCE SHAPES HLH DIURNAL SHAPE

8.1 **Total Retail Load Monthly Shape**

By March 31 immediately following each of the Fiscal Years 2010, 2015, and 2020, BPA shall fill in the table below with «Customer Name»'s Total Retail Load Monthly Shape, in accordance with section 3.4.2 of the body of this Agreement. BPA shall calculate «Customer Name»'s Total Retail Load Monthly Shape by dividing «Customer Name»'s Total Retail Load (in megawatt hours) in each month of Fiscal Years 2010, 2015, and 2020 by the Fiscal Year total of «Customer Name»'s Total Retail Load (in megawatt hours). BPA shall weather normalize «Customer Name»'s Total Retail Load data, prior to calculating the Total Retail Load Monthly Shape, using the same weather normalization procedures set forth in the March 2024 Provider of Choice Policy, section 4.1.1 of the TRM.

Drafter's Note: The table below will be blank at contract signing.

Total Retail Load Monthly Shape (%)												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY 2010												
FY 2015												
FY 2020												

Note: Fill in the table above with percents rounded to the nearest one decimal place

8.2 HLH Diurnal Shape

8.2.1 Specified Resources

If «Customer Name» elects the HLH Diurnal Shape for its Specified Resources, «Customer Name» shall fill in a table with monthly LLH and HLH amounts for each year of the upcoming PurchaseRate Period for each Specified Resource. The monthly LLH and HLH distributions shall be the same across all years of a PurchaseRate Period. «Customer Name» shall submit the tables to BPA when «Customer Name» makes its reshaping elections. BPA shall update Exhibit A with the appropriate Dedicated Resource amounts pursuant to «Customer Name»'s submitted elections and consistent with section 3.4.2 of the body of this Agreement.

Commented [MM(P677)]: Again, BPA is rethinking resource shaping options and may propose a more streamlined set of options that would not include Total Retail Load Monthly Shape or HLH Diurnal Shape. If so, this section 8 would be removed.

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8.2.2 Committed Power Purchase Amounts

If «Customer Name» elects the HLH Diurnal Shape for its Committed Power Purchase Amounts, then «Customer Name» shall submit to BPA in writing its elected ratios of megawatt-hours per hour in HLH to megawatt-hours per hour in LLH by ~~the Notice Deadline, July 31 of a Forecast Year.~~ «Customer Name» shall submit to BPA twelve monthly ratios and such monthly ratios ~~applicable~~ shall apply for all years of the corresponding ~~PurchaseRate~~ Period. BPA shall update the table below pursuant to «Customer Name»'s submitted elections and consistent with section 3.4.2 of the body of this Agreement. BPA shall calculate «Customer Name»'s Committed Power Purchase Amounts using the ratios in the table below.

~~Drafter's Note: The table below will be blank at contract signing.~~

~~Drafter's Note: The table below will be blank at contract signing.~~ HLH Diurnal Shape for Committed Power Purchase Amounts

PurchaseRate Period	HLH to LLH Ratios (HLH:LLH)											
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY 2012 2029 – FY 2014 2030	-	-	-	-	-	-	-	-	-	-	-	-
FY 2015 2031 – FY 2019 2032	-	-	-	-	-	-	-	-	-	-	-	-
FY 2020 2033 – FY 2024 2034	-	-	-	-	-	-	-	-	-	-	-	-
FY 2025 2035 – FY 2028 2036	-	-	-	-	-	-	-	-	-	-	-	-
FY 2037– FY 2038												
FY 2039 – FY 2040												
FY 2041– FY 2042												
FY 2043 – FY 2044												

9. REVISIONS

BPA shall revise this exhibit to reflect: (1) «Customer Name»'s elections regarding the application and use of all resources owned by «Customer Name» and «Customer Name»'s retail consumers and (2) BPA's determinations relevant to this exhibit and made in accordance with this Agreement.

END LOAD FOLLOWING template.

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

8. REVISIONS

BPA shall revise this exhibit to reflect: (1) «Customer Name»'s elections regarding the application and use of all resources owned by «Customer Name» and «Customer Name»'s retail consumers and (2) BPA's determinations relevant to this exhibit and made in accordance with this Agreement.

END BLOCK and **SLICE/BLOCK** templates.

Commented [MM(P678)]: If BPA ultimately deletes sections 8 and 9 above for LF, this would become section 8 and there would no longer be separately numbered "Revision" sections for LF and planned products.

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(PS«X/LOC»- «File Name with Path».docx) «mm/dd/yy» *{Drafter's Note: Insert date of finalized contract here}*

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Exhibit B CONTRACT HIGH WATER MARKS

Commented [MM(P679)]: Exhibit B in its entirety was shared at the Sept. 17 workshop.

1. CONTRACT HIGH WATER MARK (CHWM)

Commented [MM(P680)]: Reviewer's note: In the PoC Policy and ROD BPA stated that certain CHWM calculation and implementation details would be determined as part of the FY2026 CHWM calculation process. We now expect that those details will be established during the "CHWM Implementation Policy". Note that some implementation details are being proposed in this exhibit ahead of that process, but are subject to adjustment as the CHWM Implementation Policy is developed.

1.1 CHWM Amount

By September-30, 2026, BPA shall fill in the table below with «Customer Name»'s CHWM. Once established, BPA may only adjust «Customer Name»'s CHWM as permitted pursuant to section 1.2 of this exhibit.

Drafter's Note: Fill in the table with customer's CHWM. For updates following the initial value, enter the applicable effective date.

CHWM (annual aMW))« 1»:	«X.XXX»
Note: BPA shall round the number in the table above to three decimal places.	
« 1» CHWM amount effective «October 1, 2028».	

1.2 CHWM Adjustments

BPA shall determine any adjustments to «Customer Name»'s CHWM pursuant to this section 1.2. BPA shall notify «Customer Name» of any adjustments and the date such adjustment will be effective.

1.2.1 Corrections for NLSLs

If after BPA establishes «Customer Name»'s CHWM pursuant to section-7 of the body of this Agreement, BPA determines that a load included in «Customer Name»'s Total Retail Load in the CHWM calculation was an NLSL or became an NLSL in FY-2023, then BPA shall adjust «Customer Name»'s CHWM by removing the FY-2023 load associated with the NLSL from «Customer Name»'s weather normalized Total Retail Load. BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM and its effective date. BPA shall provide «Customer Name» written notice of the CHWM adjustment and its effective date, and will provide «Customer Name» with a revised Exhibit-B. In the event of an adjustment, «Customer Name» shall pay any charges calculated by BPA to account for the ineligible PF power rate purchases dating back to October 1, 2028.

1.2.2 Annexed Load

If «Customer Name» annexes load from a utility that has a CHWM Contract, then BPA shall increase «Customer Name»'s CHWM in an amount determined as follows:

- (1) If «Customer Name» and the other utility involved in the annexation agree on the amount of the CHWM transfer to «Customer Name», then BPA shall adopt that amount if BPA determines such amount is reasonable.

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- (2) If «Customer Name» and the other utility cannot agree on the amount of the CHWM transfer to «Customer Name», or if BPA determines the amount agreed to in section 1.2.2(1) of this exhibit is unreasonable, then BPA shall calculate the amount of «Customer Name»'s CHWM transfer using the following formula; provided however that BPA may adjust the calculated amount to reflect ~~(1)A~~ the division of Dedicated Resources between the utilities and ~~(2)B~~ other pertinent information provided by «Customer Name» and the other utility:

$$\left[\frac{\text{Annexed Load minus annexed NLSLs, if any}}{\text{Other utility's pre-annexation Total Retail Load minus total NLSLs, if any}} \right] \times \left[\text{Other utility's pre-annexation CHWM} \right]$$

In no event shall the total CHWM amount of «Customer Name» and the other utility after the transfer exceed the total CHWM amount of «Customer Name» and the other utility prior to the transfer.

[Drafter's Note: Include the following sentence for any cooperative. If not a cooperative, delete the following sentence:] Any change to «Customer Name»'s CHWM related to the acquisition of an Annexed Load is subject to section 21.8 of the body of this Agreement./

BPA shall revise the table in section 1.1 of this Exhibit ~~B~~ with the adjusted CHWM which will be effective on the date that «Customer Name» begins service to the Annexed Load.

1.2.3 Ceded Load

If another utility with a CHWM Contract annexes load of «Customer Name», then BPA shall reduce «Customer Name»'s CHWM in an amount determined as follows:

- (1) If «Customer Name» and the other utility involved in the annexation agree on the amount of the CHWM transfer to the other utility, then BPA shall adopt that amount if BPA determines such amount is reasonable.
- (2) If «Customer Name» and the other utility cannot agree on the amount of the CHWM transfer to the other utility, or if BPA determines the amount agreed to in section 1.2.3(1) of this exhibit is unreasonable, then BPA will calculate the amount of «Customer Name» CHWM transfer using the following formula; provided however, BPA may adjust the calculated amount to reflect ~~(1)A~~ the division of Dedicated Resources between the utilities and ~~(2)B~~ other pertinent information advanced by «Customer Name» and the other utility:

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$$\left[\frac{\text{Annexed Load minus annexed NLSLs, if any}}{\text{«Customer Name»'s pre-annexation Total Retail Load minus total NLSLs, if any}} \right] \times \left[\text{«Customer Name»'s pre-annexation CHWM} \right]$$

In no event shall the total CHWM amount of «Customer Name» and the other utility after the transfer exceed the total CHWM amount of «Customer Name» and the other utility prior to the transfer.

BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM which will be effective on the date that the annexing utility begins service to the Annexed Load.

1.2.4 **Court Order on Annexation**

BPA shall adjust «Customer Name»'s CHWM due to annexation if BPA's Administrator determines that a court order requires BPA to do so. BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM and its effective date. BPA shall provide «Customer Name» written notice of the CHWM adjustment and revised Exhibit B as soon as reasonably practical.

1.2.5 **Small Utility Adjustment**

BPA shall determine in its sole discretion whether «Customer Name» qualifies for the Small Utility Adjustment ~~consistent with~~. If «Customer Name» is eligible for the requirements in Small Utility Adjustment, then BPA shall also determine «Customer Name»'s Maximum Potential CHWM for purposes of this section- 1.2.5. For purposes of this section 1.2.5 of 5, Maximum Potential CHWM shall have the Provider of Choice Policy, March 2024, meaning as amended the lesser of: (1) double «Customer Name»'s CHWM as calculated in the FY 2026 CHWM Calculation Process, or revised (2) 5 aMW. By September-30, 2026, BPA shall fill in the table below indicating such eligibility and «Customer Name»'s Maximum Potential CHWM.

Drafter's Note: Fill in "Yes" or "No" depending on customer's eligibility for the Small Utility Adjustment. If customer is eligible, also fill in the Maximum Potential CHWM amount, calculated as provided above, and rounded to three decimal places. If customer is not eligible, fill in N/A for Maximum Potential CHWM.

Eligible for Small Utility Adjustment	Maximum Potential CHWM
Yes / No	«X.XXX»

Inserted Cells

If «Customer Name» is eligible for the Small Utility Adjustment as indicated above, then during each Above-CHWM Load Process BPA shall determine whether an adjustment is needed and calculate such

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adjustment as provided below. Any such adjustment would be added to «Customer Name»'s CHWM.

- (1) BPA will determine whether «Customer Name»'s Preliminary Net Requirement exceeds its CHWM.
- (2) If «Customer Name»'s Preliminary Net Requirement is less than its CHWM, then BPA shall make no adjustment to «Customer Name»'s CHWM.
- (3) If «Customer Name»'s Preliminary Net Requirement exceeds its CHWM, then BPA shall calculate a CHWM adjustment in an amount equal to the difference between «Customer Name»'s Preliminary Net Requirement and its CHWM subject to the following limitations in sections 1.2.5(4) and 1.2.5(5), not to exceed «Customer Name»'s Maximum Potential CHWM stated above.
- ~~(4)~~ Any adjustment made under this section 1.2.5 shall not result in a CHWM for «Customer Name» that exceeds the lesser of: (A) double «Customer Name»'s CHWM as calculated in the FY 2026 CHWM Calculation Process, or (B) 5 aMW.
- ~~(5)(4)~~ If a proposed CHWM adjustment under this section 1.2.5 would exceed the limit in section 1.2.5(4), «Customer Name»'s Maximum Potential CHWM, then BPA shall reduce such adjustment to an amount resulting in a CHWM that equals the limit, «Customer Name»'s Maximum Potential CHWM.
- ~~(6)(5)~~ If «Customer Name»'s CHWM has been adjusted pursuant to section 1.2.5(5), 4) above, then BPA shall make no additional change to «Customer Name»'s CHWM except as otherwise provided for in this Exhibit -B.

For any Rate Period ~~where~~that BPA adjusts «Customer Name»'s CHWM pursuant to this section 1.2.5, BPA shall revise the table in section 1.1. of this Exhibit B with the adjusted CHWM to be effective at the start of the next Rate Period. BPA shall provide «Customer Name» written notice of the CHWM adjustment and revised Exhibit B. For purposes of the Tier 1 Marginal Energy True-Up rate, «Customer Name»'s CHWM shall be the Maximum Potential CHWM as stated above.

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Drafter's Note: Include in contracts of customers that have requested a CF/CT adjustment to their CHWM.

1.2.6 CF/CT Adjustment

«Customer Name» has requested an adjustment to its CHWM for a CF/CT load consistent with the requirements included in section 2.4.2.5 of the Provider of Choice Policy, March 2024, as amended or revised. BPA shall review such request and determine ~~in its sole discretion~~ whether such load may qualify «Customer Name» for the CF/CT adjustment consistent with the requirements in section 2.4.2.5 of the Provider of Choice Policy, March 2024, as amended or revised. BPA shall make such determination as follows:

- (1) During the FY-2026 CHWM Calculation Process, BPA shall determine if the same «Customer Name» CF/CT load qualifies «Customer Name» for an economic adjustment as provided in section 2.4.1.2 of the Provider of Choice Policy, March 2024, as amended or revised. If so, then such economic adjustment shall apply and «Customer Name» is not eligible for the CF/CT adjustment under this section 1.2.6. If the same CF/CT load does not qualify «Customer Name» for such economic adjustment, then «Customer Name» will remain eligible for the CF/CT adjustment under this section 1.2.6, subject to sections 1.2.6(2) and 1.2.6(3) below.
- (2) During the Above-CHWM Load Process for the BP-29 Rate Period, BPA shall determine the amount of CHWM adjustment, if any, «Customer Name» qualifies for based on submitted meter data for its CF/CT load through FY 2026.
- (3) During the Above-CHWM Load Process for the BP-31 Rate Period, BPA shall determine the amount of CHWM adjustment, if any, «Customer Name» qualifies for based on submitted meter data for its CF/CT load through FY 2028.

If BPA determines «Customer Name»'s CF/CT qualifies «Customer Name» for such CHWM adjustment under either section 1.2.6(2) or section 1.2.6(3) above, then BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM to be effective at the start of the next Rate Period. BPA shall provide «Customer Name» written notice of the adjusted CHWM and revised Exhibit B.

In order to maintain such CF/CT adjustment, «Customer Name» shall submit meter data from the prior Rate Period for its CF/CT by December-31, 2028, and by December-31 of each Forecast Year thereafter. ~~If, for a consecutive 12-month operating period, the associated CF/CT load ceases to consume electricity, load's actual power or~~

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~~significantly reduces consumption drops below 50% of the load amount of electric power it consumes for production demand used to establish such CF/CT adjustment~~, then BPA shall reduce «Customer Name»'s CHWM by all or a portion of the CF/CT adjustment for the remaining term of the Agreement. BPA shall consider «Customer Name»'s submitted meter data and any other pertinent information to determine in its sole discretion whether such CF/CT ceases to consume electric power or significantly reduces the amount of electric power it consumes for production demand, and the commensurate reduction to «Customer Name»'s CHWM. If BPA determines «Customer Name»'s CHWM must be reduced consistent with this section 1.2.6, then BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM and its effective date. BPA shall provide «Customer Name» written notice of the CHWM adjustment and revised Exhibit B no later than 30 days prior to the adjusted CHWM's effective date.

For purposes of the Tier 1 Marginal Energy True-Up rate applied in FY 2029 and FY 2030, «Customer Name»'s CHWM shall be as established in the Above-CHWM Load Process for the BP-31 Rate Period.

Drafter's Note: Include in DOE Richland's contract (if DOE Richland qualifies for the CF/CT Adjustment above, renumber this section to 1.2.7):

1.2.6 US DOE Richland

BPA shall adjust «Customer Name»'s CHWM under the following conditions:

1.2.6.1 During each Above-CHWM Load Process, and subject to section 1.2.6.2 through section 1.2.6.5 of this exhibit, BPA shall increase «Customer Name»'s CHWM if «Customer Name»'s electric power consumption increases due to the loads related to defense materials activities that are on-site at the DOE facilities that «Customer Name» serves in the state of Washington.

1.2.6.2 «Customer Name» shall notify BPA at least three years prior to any forecasted increase in loads related to defense materials activities. «Customer Name» may satisfy this notice requirement by providing BPA with annual 10-year load forecasts that indicate, with at least three years' lead time, when these loads are expected to increase. If «Customer Name» notifies BPA pursuant to these terms, then by the next ~~September 30~~ March 31 of a ~~Forecast~~ Rate Case Year BPA shall revise this Exhibit B to increase «Customer

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Name’s CHWM effective for the Rate Period where these loads are forecasted to increase.

1.2.6.3 The total cumulative increase in **«Customer Name»**’s CHWM over the term of this Agreement shall be limited to the difference between 36.539 aMW and **«Customer Name»**’s CHWM prior to any subsequent CHWM adjustment.

1.2.6.4 **«Customer Name»** shall meter loads not related to defense materials activities separately from **«Customer Name»**’s loads related to defense materials activities. **«Customer Name»** shall install meters and metering equipment necessary to meter loads not related to defense materials activities at **«Customer Name»**’s expense.

1.2.6.5 ~~Firm Requirements Power that «Customer Name» purchases from BPA to serve new loads not~~shall only include load growth related to on-going defense materials activities ~~after September 30, 2028 shall not be included in «Customer Name»’s CHWM adjustments under this section 1.2.6.~~

1.2.6.6 For purposes of the Tier 1 Marginal Energy True-Up rate, «Customer Name»’s CHWM shall be 36.539 aMW.

Drafter’s Note: End 1.2.6 for DOE Richland.

Drafter’s Note: Include in contracts of qualifying tribal utilities (e.g. Yakama, Kalispel Tribal Utility, and Umpqua Indian Utility Cooperative) and utilities operated pursuant to a P.L. 93-638 contract (e.g. Mission Valley Power):

1.2.6 Tribal Utilities

After the application of any adjustment under section 1.2.5 above, BPA shall adjust **«Customer Name»**’s CHWM as follows:

1.2.6.1 During each Above-CHWM Load Process, and subject to section 1.2.6.4 below, BPA shall increase **«Customer Name»**’s CHWM by the amount of **«Customer Name»**’s Preliminary Net Requirement growth expected during the upcoming Rate Period.

1.2.6.2 If **«Customer Name»** acquires an Annexed Load from a utility that does not have a CHWM, then BPA shall increase **«Customer Name»**’s CHWM by the amount of Annexed Load subject to section 1.2.6.4 of this exhibit.

1.2.6.3 If **«Customer Name»** acquires an Annexed Load from a utility that has a CHWM, and if such Annexed Load exceeds the CHWM amount established by section 1.2.2 of this exhibit, then BPA shall increase **«Customer Name»**’s CHWM by the

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difference between the Annexed Load amount and the transferred CHWM amount, minus any annexed NLSLs, subject to section 1.2.6.4 of this exhibit.

1.2.6.4 CHWM adjustments made pursuant to this section 1.2.6 are subject to the following limitations:

(1) ~~(1)~~ a cumulative 40 aMW of additional CHWM for qualifying tribal utilities and utilities operating pursuant to a P.L. 93-638 contract over the term of the Agreement, ~~or~~

(2) ~~(2)~~ a Rate Period limit of 50 aMW of additional CHWM for all new public utility CHWM Contract holders, or

(3) a cumulative 200 aMW of additional CHWM for all new public utility CHWM Contract holders.

If a proposed CHWM adjustment under this section 1.2.6 would exceed the limits in either ~~(1)~~ or (2) above, then BPA shall reduce such adjustment to an amount that does not exceed the limit. If the limit has been fully exhausted, then the proposed CHWM adjustment under this section 1.2.6 will be reduced to zero and BPA shall make no change to ~~«Customer Name»~~'s CHWM.

For any Rate Period ~~where~~that the total amount of CHWM adjustments for all tribal utilities and utilities operating pursuant to a P.L. 93-638 contract would exceed either of the limits above, BPA shall proportionally reduce the CHWM adjustments of the tribal and P.L. 93-638 utilities so that each receives a pro rata share of the remaining amount under the applicable limit for that Rate Period. BPA shall determine each utility's pro rata share as specified in the CHWM Implementation Policy.

1.2.6.5 For any Rate Period ~~where~~that BPA changes ~~«Customer Name»~~'s CHWM pursuant to this section 1.2.6, BPA shall revise the table in section 1.1. of this Exhibit B with the adjusted CHWM to be effective at the start of the next Rate Period. BPA shall provide ~~«Customer Name»~~ written notice of the CHWM change and revised Exhibit B.

Drafter's Note: End 1.2.6 for tribal utilities.

2. REVISIONS

BPA may unilaterally revise this exhibit to the extent allowed in section 1 of this exhibit. All other changes require mutual agreement.

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Exhibit ~~C~~ 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~~End **LOAD FOLLOWING** template.

Include in **BLOCK** template:

1. FIRM REQUIREMENTS POWER AT TIER 1 RATES

1.1 Block Power - Annual Average Amount

The annual average amount of Firm Requirements Power priced at Tier 1 Rates shall equal the lesser of «Customer Name»'s CHWM, or «Customer Name»'s Net Requirement forecast stated in section 1.2 of Exhibit A. ~~By September 15, 2028, and by September 15 of each Fiscal Year thereafter~~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:

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	

Commented [MM(P681)]: Exhibit C Load Following version (less the Tier 2 Vintage Rate language) and the Slice Block version of Exhibit C were shared at workshop on Oct. 9.

The Block version of Exhibit C and the Tier 2 Vintage Rate provisions were shared at the Oct. 15 workshop.

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Option 1: Include if customer chooses a flat annual 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 if customer chooses a Tier 1 block shaped to their Monthly Net Requirement:

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~~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 «Customer Name»’s Monthly Shaping Factors in accordance with section 1.2.1.2 of this exhibit using «Customer Name»’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 “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 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 «Customer Name»’s Monthly Shaping Factors in accordance with section 1.2.1.2 of this exhibit using «Customer Name»’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 “monthly load value” for each month of the year by taking the average of «Customer

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~~Name's Total Retail Load, expressed in MWh, for the four years prior to the current Rate Case Year for the applicable month.~~

$$\text{Monthly Load Value} = \frac{\text{avg}(\text{TRL month}_{\text{year } 1}, \text{TRL month}_{\text{year } 2}, \text{TRL month}_{\text{year } 3}, \text{TRL month}_{\text{year } 4})}{4}$$

where:

TRL month_{Year 1} means the Total Retail Load, in MWh, of a given month in the first year of the four-year period prior to the current ~~Rate Case~~Forecast Year

TRL month_{Year 2} means the Total Retail Load, in MWh, of a given month in the second year of the four-year period prior to the current ~~Rate Case~~Forecast Year

TRL month_{Year 3} means the Total Retail Load, in MWh, of a given month in the third year of the four-year period prior to the current ~~Rate Case~~Forecast Year

TRL month_{Year 4} means the Total Retail Load, in MWh, of a given month in the fourth year of the four-year period prior to the current ~~Rate Case~~Forecast Year

BPA shall calculate «Customer Name's» "annual load value" by taking the average of «Customer Name's» Total Retail Load, expressed in MWh for the four Fiscal Years prior to the current ~~Rate Case~~Forecast Year.

$$\text{Annual Load Value} = \frac{\text{avg}(\text{TRL}_{\text{year } 1}, \text{TRL}_{\text{year } 2}, \text{TRL}_{\text{year } 3}, \text{TRL}_{\text{year } 4})}{4}$$

Where:

TRL_{Year 1} means the Total Retail Load, in MWh, the first year of the four year period prior to the current ~~Rate Case~~Forecast Year

TRL_{Year 2} means the Total Retail Load, in MWh, the second year of the four year period prior to the current ~~Rate Case~~Forecast Year

TRL_{Year 3} means the Total Retail Load, in MWh, the third year of the four year period prior to the current ~~Rate Case~~Forecast Year

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TRL_{Year 4} means the Total Retail Load, in MWh, the fourth year of the four year period prior to the current ~~Rate Case~~Forecast Year

1.2.1.2 Calculation of Monthly Shaping Factors

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

Where:

“monthly shape numerator” equals ~~(1)~~ the greater of (1) zero or (2) “monthly load value” for the corresponding month minus ~~(2)~~ the average of «Customer Name»’s Dedicated Resource amounts for that month and for all months within both years of the ~~given~~applicable Rate ~~Case Year~~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 «Customer Name»’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 ~~October~~March 31, 2027 and by ~~October~~March 31 of each Rate Case Year thereafter, BPA shall update the table below with «Customer Name»’s Monthly Shaping Factors calculated in accordance with this section 1.2.1.

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

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 of megawatt-hours priced at a Tier 1 Rate for each month of each Fiscal Year, beginning with FY 2029, as follows: (1) the annual average amount of Firm

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Requirements Power priced at Tier 1 Rates stated in section 1.1 of this exhibit multiplied by (2) the 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 if customer chooses a flat Tier 1 block within each month, includes customers that choose Block with Shaping Capacity:

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 if customer chooses a Tier 1 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: (1) the monthly MWh amount established according to section 1.2.1.4 multiplied by (2) sixty percent, divided by (3) the HLHs in that month. BPA shall calculate the megawatt amount of Firm Requirements Power for each LLH of a month, rounded to a whole number, as follows: (1) the monthly MWh amount established according to section 1.2.1.4 multiplied by (2) forty percent, divided by (3) the LLHs in that month.

End Sub-Option 2

End Option 2 for Block shaped to Net Requirement

1.3 Current Tier 1 Block

By ~~September 15, 2028, and by September 15~~ March 31 concurrent with BPA's calculation of each Fiscal Year thereafter «Customer Name's Net Requirement pursuant to section 1 of Exhibit A, BPA shall update the table below with whole megawatt amounts of «Customer Name's Firm Requirements Power 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.

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Drafter's Note: Leave table blank at signing: Include for customer opting for Flat monthly block and Block with Shaping Capacity with one monthly value.

Tier 1 Monthly Block Amounts (MW/hr)												
Fiscal Year	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2028												
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.												

Drafter's Note: Leave table blank at signing: Include for customer opting for Diurnal Block option X with HLH/LLH split.

Tier 1 Monthly Block Amounts (MW/hr)													
Fiscal Year	Diurnal Period	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2028	HLH												
	LLH												
2029	HLH												
	LLH												
2030	HLH												
	LLH												
2031	HLH												
	LLH												
2032	HLH												
	LLH												
2033	HLH												
	LLH												
2034	HLH												
	LLH												
2035	HLH												
	LLH												
2036	HLH												

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Tier 1 Monthly Block Amounts (MW/hr)													
Fiscal Year	Diurnal Period	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2037	LLH												
	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.

Option 1: Include if customer did not elect the Block with Shaping Capacity Product option.

1.4 Shaping Capacity

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

End Option 1

Option 2: Include if customer elects Block with Shaping. 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 if customer chooses base 10% 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 as follows: (1) «Customer Name»'s Tier 1 Block Amounts for the applicable month of the first year of a Rate Period, as listed in section 1.3 of this exhibit, multiplied by (2) ten percent.

End of Sub-Option 1.

Sub-Option 2: Include if customer chooses PNR based Shaping Capacity:

1.4.1 Amounts of Shaping Capacity

BPA shall calculate «Customer Name»'s amounts of Shaping Capacity for each month of each Fiscal Year as follows: (1) Peak Net Requirements minus (2) Tier 1 Block Amount for a given month. BPA shall calculate Customer Name's Peak Net Requirement for each

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month of each Fiscal Year as follows: (1) Peak TRL minus
(2) Dedicated Resource Peaking Capability.

*Shaping Capacity = Peak Net Requirements – Tier 1 Block
Amount.*

*Peak Net Requirements = Peak TRL – Dedicated Resources
Peaking Capability— ~~– Peak TRL for any NLSLs.~~*

Where:

“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 purposes of this section: “Dedicated Resources Peaking
Capability” means the sum of «Customer Name»’s Specified
Resources monthly Peak amounts, as stated in table(s) in
section 2 of Exhibit A, and Committed Power Purchase
monthly Peak amounts as stated in table(s) in section 3 ~~of
Exhibit A, and Dedicated Resources to serve any NLSL
monthly Peak amounts as stated in table(s) in section 4~~ of
Exhibit A.

“Tier 1 Block Amount” means the Tier 1 Block amounts for the
applicable month of the first year of a Rate Period, 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 «Customer Name»’s Peak Net Requirement, in
whole megawatts, for each month of the applicable Rate Period.

Peak Net Requirement (MW)												
FY	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<u>2029</u>												
<u>2030</u>												
<u>2031</u>												
<u>2032</u>												
<u>2033</u>												
<u>2034</u>												
<u>2035</u>												
<u>2036</u>												
<u>2037</u>												
<u>2038</u>												
<u>2039</u>												
<u>2040</u>												
<u>2041</u>												

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Peak Net Requirement (MW)												
FY	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2042												
2043												
2044												

Note: All amounts will be shown as whole megawatts

End of Sub-Option 2.

~~By September 15, 2028, and September 15 of each Rate Case Year thereafter~~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.

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 and rounded to three decimal places

1.4.1.1 ~~Conditions that Result in Failure to take the Scheduled Billing for Shaping Capacity Amounts and Associated Penalty~~
BPA may apply additional charges and penalties when «Customer Name» fails to take shall pay for the total amounts of Monthly Shaping Capacity for each month of the Rate Period or Shaping Capacity for each month of each Fiscal Year amounts listed in section 1.4.1, that it is obligated to purchase, and that BPA makes available in accordance with section 1.4.1 above. 3.1 of the body of the Agreement at the rates BPA shall calculate such charges and penalties establishes in a 7(i) Process pursuant to the PRDM and Power Rate Schedules and General Rate Schedule

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Provisions, 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 September 15, 2028, and by September 15 of each Fiscal Year thereafterBy 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.

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 and rounded to three decimal places

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.

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BPA shall calculate the minimum hourly energy amounts as follows:

~~(1)~~ the greater of ~~(A)~~ 1) 60 percent of the Tier- 1 Monthly Block amounts for the applicable month, as listed in section- 1.3 of this exhibit or ~~(B)~~ 2) the Tier- 1 Monthly Block amounts for the applicable month, as listed in section 1.3 of this exhibit, minus ~~(2)~~ the Shaping Capacity for the given month, as listed in section 1.4.1 of this exhibit.

Commented [BA(P682)]: BPA. Edited language to address Grant PUD comment. Removed A and B from the reference in the paragraph to compare 1) and 2).

~~By September 15, 2028, and by September 15 of each Fiscal Year thereafter~~ 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.

Minium 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 and rounded to three decimal places

1.4.3.1 Failure to ~~take~~Take the Scheduled Maximum and ~~Minium~~Minimum Energy Amounts and Associated Penalty

BPA shall apply additional charges and penalties 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 and penalties pursuant to the PRDM and Wholesale Power Rate Schedules and GRSPs.

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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.

BPA shall calculate «Customer Name»'s monthly ramp rates as follows: (1)-«Customer Name»'s Shaping Capacity for the given month as listed in section 1.4.1 of this ~~Exhibit~~exhibit multiplied by (2)-twenty percent.

~~By September 15, 2028, and by September 15 of each Fiscal Year thereafter~~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.

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 ~~and rounded to three decimal places~~

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 Power Rate Schedules and General Rate Schedule Provisions.

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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 4 of Exhibit F.

1.4.6 Mid-Month Energy Requirement

«Customer Name» must schedule between forty-five and fifty-five 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 forty-five percent or more than the fifty-five 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 Power Rate Schedules and General Rate Schedule Provisions.

1.4.7 Energy Neutrality

Except for ~~any~~ amounts of Peak Load Variance Service (PLVS) ~~power~~Energy specified in ~~sections~~section 1.4 ~~and~~ 8.35 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 Penalty

BPA shall apply additional charges and penalties 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 Power Rate Schedules and General Rate Schedule Provisions.

Option 1: Include if customer did not elect the PLVS option.

1.4.8 Peak Load Variance Service (PLVS)

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

End Option 1

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Option 2: Include if customer ~~elects~~electes the PLVS option at the time of product choice prior to/concurrent with contract offer.

1.4.8 –Reviewer's Note: If no customer elects the Peak Load Variance Service at their initial product election, then BPA will no longer offer the service during the remaining term of the Agreement.

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

Commented [MM(P683): Placeholder. PLVS will be drafted and reviewed separately.

Commented [OJ(P684): This PLVS language has not yet been shared at workshop, though BPA presented a slide deck outlining its proposed approach on Dec. 18.

Commented [OJ(P685): If no customer elects PLVS during the initial product election timeline prior to contract offer, then BPA will not continue to offer PLVS as an offering or choice under the Provider of Choice contract for the remainder of the Agreement. PLVS will be removed as an option and will not be offered if a customer were to make a subsequent request to BPA for a change in their Purchase Obligation under section 11.

1.4.8.1 PLVS Definitions

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

1.4.8.1.2 "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.

1.4.8.1.3 "PLVS Event" means a noticed seven day period of time during which «Customer Name» schedules PLVS Energy.

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

1.4.8.1.5 "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) for the term of the Agreement. When «Customer Name» notifies BPA of a PLVS Event, «Customer Name» may schedule PLVS Energy to serve load.

«Customer Name» may notify BPA of a PLVS Event at any time throughout a Fiscal Year with written notice to BPA at least seven calendar days in advance of the first day of the

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PLVS Event, «Customer Name» may cancel a PLVS Event by notifying BPA within three calendar days of the initial notice.

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.

«Customer Name» may have up to six PLVS Events each Fiscal Year to use their annual total PLVS Pool amount, as described in section 1.4.8.3 below. «Customer Name» is limited to nine total PLVS event notices each Fiscal Year.

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:

$PLVS\ pool\ amount = P10\ monthly\ Peak\ Net\ Requirements\ delta \times 150$

$P10\ monthly\ Peak\ Net\ Requirements\ delta = \max (P10\ Peak\ Net\ Requirement_{Month} - Peak\ Net\ Requirement_{month})$

Where:

“P10 Peak Net Requirement_{Month}” means the P10 Peak Net Requirement for a given month, as listed in the table in section 1.4.8.5 of this exhibit.

“Peak Net Requirement_{Month}” means the 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.

PLVS Pool Amounts	
Fiscal Year	PLVS Pool Amount (MWh)
<u>2029</u>	-
<u>2030</u>	-
<u>2031</u>	-

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<u>2032</u>	-
<u>2033</u>	-
<u>2034</u>	-
<u>2035</u>	-
<u>2036</u>	-
<u>2037</u>	-
<u>2038</u>	-
<u>2039</u>	-
<u>2040</u>	-
<u>2041</u>	-
<u>2042</u>	-
<u>2043</u>	-
<u>2044</u>	-

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:

$$\text{Daily Energy Limit} = (\text{Monthly P10 PNR} - \text{Monthly P50 PNR}) \times 12$$

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.

PLVS Daily Limit (MWh)												
FY	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<u>2029</u>												
<u>2030</u>												
<u>2031</u>												
<u>2032</u>												
<u>2033</u>												
<u>2034</u>												
<u>2035</u>												

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PLVS Daily Limit (MWh)												
FY	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
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 «Customer Name»'s P10 Peak Net Requirement for each month of each Fiscal Year as follows: (1) P10 Peak TRL minus (2) Dedicated Resources Peaking Capability minus (3) P10 Peak TRL for any 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 table below with «Customer Name»'s P10 Peak Net Requirement, in whole megawatts.

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.

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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 does 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 neturality 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 Wholesale 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 Option 2 for PLVS

END BLOCK template.

Include in SLICE/BLOCK template:

1. TIER 1 BLOCK AMOUNTS

1.1 Annual Tier 1 Block Amounts

By ~~September 15, 2028, and by each September 15 thereafter~~March 31 concurrent with BPA's calculation of «Customer Name's Net Requirement pursuant to section 1 of Exhibit A, BPA shall revise this section 1.1 to state update the table below with «Customer Name's annual Tier 1 Block Amount for the upcoming Fiscal Year as calculated pursuant to section 4.3.1 of the body of this Agreement.

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		

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2038		
2039		
2040		
2041		
2042		
2043		
2044		

Option 1: Include if customer chooses a Flat Annual 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 (aMW) 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 (aMW) 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 DFS:

«Customer Name» shall schedule any Specified Renewable Resources identified in section 2.3.6.1 of Exhibit D to serve its Total Retail Load, and BPA shall provide DFS to such Specified Renewable Resources pursuant to section 2.3 of Exhibit D. «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 2.3.1.5 of Exhibit D, 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 2.3.6.2 of Exhibit D 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 DFS.

End Option 1

Option 2: Include if customer chooses a Flat Within-Month Shape.

1.2 Flat Within-Month Shape

«Customer Name»'s monthly Tier 1 Block Amounts, expressed in MWh, shall be determined based on the Monthly Shaping Factors. «Customer Name»'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 a Flat Within-Each Month Shape**
For purposes of this section 1.2, "Monthly Shaping Factors" means the twelve monthly factors on a Rate Period basis, as stated in

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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 «Customer Name»'s Monthly Shaping Factors in accordance with section 1.2.1.2 of this exhibit using «Customer Name»'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 “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 «Customer Name»'s Monthly Shaping Factors for a Flat Within-Month Shape shall be determined in accordance with section 1.2.1.2 of this exhibit, using «Customer Name»'s “monthly 2010 load values” and “annual 2010 load value” as determined in accordance with section 1.2.1.1 of this exhibit.

1.2.1.1— Calculation of Monthly and Annual 2010 Load Values

Each “monthly 2010 load value” for «Customer Name» shall be equal to «Customer Name»'s monthly Total Retail Load for FY 2010, as adjusted in accordance with sections 4.1.1.1, 4.1.1.2, and 4. Forecast Year for the applicable month.

$$\text{Monthly Load Value} = \frac{\text{avg}(\text{TRL month}_{\text{Year } 1}, \text{TRL month}_{\text{Year } 2}, \text{TRL month}_{\text{Year } 3}, \text{TRL month}_{\text{Year } 4})}{4}$$

where:

TRL month_{Year 1}—1.3 of the TRM. means the 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 month_{Year 2} means the 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 month_{Year 3} means the 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 month_{Year 4} means the 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 «Customer Name»'s “annual 2010 load value” shall be equal to by taking the sum average of «Customer Name»'s

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~~“monthly 2010 load values” for all months of FY 2010 Total Retail Load, expressed in MWh for the four Fiscal Years prior to the current Forecast Year.~~

$$\frac{\text{Annual Load Value} = \text{avg}(TRL_{\text{Year } 1}, TRL_{\text{Year } 2}, TRL_{\text{Year } 3}, TRL_{\text{Year } 4})}{4}$$

Where:

~~$TRL_{\text{Year } 1}$ means the Total Retail Load, in MWh, the first year of the four year period prior to the current Forecast Year~~

~~$TRL_{\text{Year } 2}$ means the Total Retail Load, in MWh, the second year of the four year period prior to the current Forecast Year~~

~~$TRL_{\text{Year } 3}$ means the Total Retail Load, in MWh, the third year of the four year period prior to the current Forecast Year~~

~~$TRL_{\text{Year } 4}$ means the Total Retail Load, in MWh, the fourth year of the four year period prior to the current Forecast Year~~

1.2.1.3 Calculation of Monthly Shaping Factors ~~for a Flat Within Month Shape~~

~~BPA shall calculate «Customer Name»’s Monthly Shaping Factors for a Flat Within Month Shape shall be determined as follows: (1) the “monthly shape numerator” for each month, divided by (2) the “monthly shape denominator”.~~

Where:

~~“monthly shape numerator” equals the greater of (1) ——— The “monthly shape numerator” shall be equal to (a) the “monthly 2010 zero or (2) “monthly load value” for the corresponding month in FY 2010 minus (b) the average of «Customer Name»’s ExistingDedicated Resource amounts for each that month and for all months within both years of FY 2012; the applicable Rate Period as listed in section 2 of Exhibit A, expressed in MWh; and~~

~~(2) ——— The “monthly shape denominator” shall be equal to (a) equals (1) the “annual 2010 load value,” minus (b) the sumaverage of «Customer Name»’s ExistingDedicated Resource amounts for all months~~

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within both years of ~~FY 2012~~, the given Rate Period as
listed in section 2 of Exhibit A, expressed in MWh; and.

~~(1.2.1.3) The~~ **Monthly Shaping Factors for a Flat Within-**
Month Shape
By March 31, 2027 and by March 31 of each Rate Case Year
thereafter, BPA shall be equal to (a) the “monthly shape
numerator” for each month, divided by (b) the “monthly shape
denominator” for each such month, rounded to three decimal
places and set forth in update the table below with «Customer
Name»’s Monthly Shaping Factors calculated in accordance
with this section 1.2.1.

Monthly Shaping Factors													
Month	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Monthly Shaping Factor													1.000

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

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 do NOT purchase DFS, as defined in section 2 of Exhibit D.

The monthly Tier 1 Block Amounts for each month of each Fiscal Year, beginning with FY 2029 shall be equal to: (1) the annual Tier 1 Block Amount as specified in section 1.1 of this exhibit multiplied by (2) the 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

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Sub-Option 2: Include the following language for customers that purchase DFS as defined in section 2 of Exhibit D.

The monthly Tier 1 Block Amounts for each month of each Fiscal Year, beginning with FY 2029, shall be equal to: (1) the annual Tier 1 Block Amount as specified in section 1.1 of this exhibit multiplied by (2) the 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 DFS occurs.

«Customer Name» shall schedule any Specified Renewable Resources identified in section 2.3.6.1 of Exhibit D to serve Total Retail Load and BPA shall provide DFS to such Specified Renewable Resources pursuant to section 2.3 of Exhibit D. «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 2.3.1.5 of 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 2.3.6.2 of Exhibit D 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 DFS.

End Sub-Option 2

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.

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2. FIRM REQUIREMENTS POWER AT TIER 2 RATES

2.1 One-Time Above-CHWM Load Service Elections

Pursuant to section-9.2 of the body of the Agreement, «Customer Name» shall elect one of the following four options ~~below~~ to serve its Above-CHWM Load. ~~«Customer Name»'s Above-CHWM Load purchase obligation which shall be apply for the term of the Agreement unless except when «Customer Name» elects to change its Tier 2 Long-Term Rate purchase obligation amounts election amount pursuant to the terms and conditions of sections sections 2.3.2 and 2.3.3 of this exhibit.~~

BPA shall revise this exhibit by March 31, 2027, to indicate «Customer Name»'s initial election and purchase obligation by adding an "X" to the box next to the applicable option below.

Drafter's Note: If customer changes its election over the term of the Agreement in accordance with section 2.3 add an "Additional Election" check box below "Initial Election" in section 2.1 and mark customers new election with "X".

- Initial Election ☐ (1) **Option A. All Tier 2 Long-Term Rate option**
«Customer Name» shall purchase and BPA shall serve all of «Customer Name»'s Above-CHWM Load with Firm Requirements Power priced at the Tier 2 Long-Term Rate.
- Initial Election ☐ (2) **Option B. Fixed Tier 2 Long-Term Rate option then flexible option**
«Customer Name» shall purchase and BPA shall provide up to a fixed Average Megawatt amount of «Customer Name»'s Above-CHWM Load with Firm Requirements Power sold at the Tier 2 Long-Term Rate. Any remaining Above-CHWM Load will be served with: (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm ~~Requirement~~Requirements Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination ~~and of~~ amounts of (1), (2) and (3).

At the time of election as stated in section 9.3 of the body of this Agreement, «Customer Name» shall notify BPA of the fixed Average Megawatt amount of its Above-CHWM Load ~~to be served~~BPA will serve up to with Firm Requirements Power sold at a Tier 2 Long-Term Rate. BPA shall update the following table to state such amount.

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Drafter's Note: Leave table blank at contract signing.

Fixed aMW Amounts - Tier 2 Long-Term Election Amounts								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: The amount in the table should be rounded to three decimal places.								

Initial Election ☐ (3) **Option C. Fixed flexible option then Tier 2 Long-Term Rate option**

~~A~~«Customer Name» shall elect up to a fixed Average Megawatt amount of ~~«Customer Name's~~ Above-CHWM Load that will be served with a combination of power sold at a Tier 2 Short-Term Rate, Tier 2 Vintage Rate, or with Dedicated Resources.

At the time of election, «Customer Name» shall notify BPA of the fixed Average Megawatt amount of its Above-CHWM Load BPA will serve up to be served at under the fixed flexible option for the duration of the contract. BPA shall update the following table to state such amounts.

~~«Customer Name» shall purchase, and BPA shall serve any remaining Above-CHWM Load with Firm Requirements Power sold at the Tier 2 Long-Term Rate. BPA shall update the following table to state such fixed amount Above-CHWM Load «Customer Name» will serve under the flexible path.~~

Drafter's Note: Leave table blank at contract signing.

Fixed aMW Amounts - Flexible Election Amounts								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: the amount in the table should be rounded to three decimal places.								

Initial Election ☐ (4) **Option D. All flexible option**
«Customer Name»'s Above-CHWM Load shall be served with
(1) Firm Requirements Power at the Tier 2 Short-Term Rate,
(2) Firm Requirement Power at a Tier 2 Vintage Rate, if

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applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

If «Customer Name» fails to notify BPA of its Above-CHWM Load service election pursuant to section 9.2 of the body of this Agreement, then «Customer Name» shall be deemed to have elected option D under section 2.1 of this exhibit and «Customer Name» shall serve all of its Above-CHWM Load amounts with Dedicated Resources.

«Customer Name»'s total Tier 2 Rate purchase obligation amount(s) that BPA shall provide and «Customer Name» shall purchase consistent with sections 3.1 and 3.2 of the body of this Agreement shall be stated in the table below in section 2.9.

Include for **LOAD FOLLOWING** template:

2.2 Rounding Option

If «Customer Name» elects option B, C, or D under section 2.1 above, then by July 31, ~~2028~~2027, «Customer Name» may elect to have BPA serve up to 0.999 aMW of ~~their~~its Above-CHWM Load through the Tier 1 Rate design, pursuant to the PRDM, for the term of the Agreement. No later than ~~September 30~~March 31, 2028, BPA shall indicate «Customer Name»'s election for all Rate Periods through the term of the Agreement in the table below.

By July 31 of each ~~remaining Rate Case~~Forecast Year, «Customer Name» may notify BPA if it wants to change its rounding option election, and BPA shall update the table below to reflect such change by ~~September 30~~March 31 following «Customer Name»'s notification.

Drafter's Note: Leave table blank at contract signing. By ~~September 30~~March 31, 2028, and if customer changes its election over the term of the Agreement, add an "X" for each Rate Period that customer elects the rounding option.

Rate Period	Rounding Option Elected
BP-29	
BP-31	
BP-33	
BP-35	
BP-37	
BP-39	
BP-41	
BP-43	
Note: Add "X" if customer elects rounding option.	

END LOAD FOLLOWING template.

Commented [BA(P686)]: BPA discussed the addition of disclaimer language at the 12_11 workshop and has added this as new language to clearly state that BPA will require an election from customers in accordance with section 9.2. If a customer fails to make that election the default option of Option D in section 2.1 would apply.

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

2.2 This Section Intentionally Left Blank

END BLOCK and SLICE/BLOCK templates.

2.3 Tier 2 Long-Term Rate

~~2.3 Tier 2 Long-Term Rate~~

2.3.1 Election Opportunity and Tier 2 Long-Term Rate Purchase Obligation Amount

«Customer Name» may elect to purchase Firm Requirements Power at the Tier 2 Long-Term Rate to serve its Above-CHWM Load by selecting options A, B or C under section 2.1 of this exhibit. If «Customer Name» elects option A, B or C, then BPA shall update the table below by March 31 of each Rate Case Year to state the amount of Firm Requirements Power «Customer Name» is obligated to purchase at the Tier 2 Long-Term Rate for the upcoming Rate Period as follows.

If «Customer Name» elects option A under section 2.1, then the amount of Firm Requirements Power «Customer Name» is obligated to purchase at the Tier 2 Long-Term Rate shall equal «Customer Name»'s Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period, as stated in the table in this section 2.3.1.

If «Customer Name» elects option B, under section 2.1, then the amount of Firm Requirements Power «Customer Name» is obligated to purchase at the Tier 2 Long-Term Rate shall be the lesser of «Customer Name»'s Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period, or the fixed Average Megawatt amount elected under the Tier 2 Long-Term Election amount option stated in the table in section 2.1(2) above.

If «Customer Name» elects option C under section 2.1, then the amount of Firm Requirements Power «Customer Name» is obligated to purchase at the Tier 2 Long-Term Rate shall equal the amount of «Customer Name»'s Above-CHWM Load, calculated for each Fiscal Year of the applicable Rate Period, that exceeds the fixed Average Megawatt amount BPA will serve under the flexible option as stated in the table in section 2.1(3) above.

Drafter's Note: Leave table blank at contract signing. For options A, B, C: Update Tier 2 Long-Term amounts by March 31 of each Rate Case Year after the Above-CHWM Load Process is complete.

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Tier 2 Long-Term Rate Purchase Obligation Amount								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: Fill in the table above with the annual Average Megawatts, rounded to three decimal places.								

2.3.2 Right to Reduce Tier 2 Long-Term Rate Election Amount Without a Fee

«Customer Name» shall have a one-time right to request to reduce ~~the amount of its power purchase obligation at its~~ Tier 2 Long-Term Rate election amount under options A, B, or C, without any charges or fees, if (1) «Customer Name» submits a written request to BPA prior to August 1, 2027, and (2) BPA has not acquired power for the purposes of serving ~~its~~ «Customer Name»'s Tier 2 Long-Term Rate purchase obligation.

BPA, in its sole discretion, shall determine whether «Customer Name»'s request to reduce its Tier 2 Long-Term Rate ~~purchase obligation~~election amount meets the notice requirements. BPA shall notify «Customer Name» if the request does not meet the notice requirements.

If BPA determines that «Customer Name»'s request meets the notice requirements, then BPA shall reduce ~~the amount of power~~ «Customer Name» ~~is obligated to purchase at a~~'s Tier 2 Long-Term Rate election amount. By March 31, 2028, BPA shall: (1) update the applicable table(s) in section 2 of this exhibit with «Customer Name»'s updated Tier 2 Long-Term Rate ~~purchase obligation~~election amount, and (2) update «Customer Name»'s election in section 2.1 if applicable.

2.3.3 Right to Reduce Tier 2 Long Term Election Amount

2.3.3.1 Changes to Tier 2 Long-Term Elections

Regardless of any reduction made pursuant to section 2.3.2 above, over the remaining term of the Agreement «Customer Name» shall have a one-time right to reduce ~~the amount of Firm Requirements Power it is obligated to purchase at the~~ its Tier 2 Long-Term Rate election amount under section 2.1 above, including reducing such amount to zero.

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2.3.3.2 Notification and Service Options

«Customer Name» shall notify BPA in writing of its one-time election to reduce the amount of power «Customer Name» is obligated to purchase ~~at the Tier 2 Long Term Rate under section 2.3.3.1 above~~ no less than three years prior to the start of the Rate Period that its election would be effective.

«Customer Name»'s election ~~to reduce the amount of power purchased at the Tier 2 Long Term Rate, 2.3.3.1 above~~ shall be binding for the remaining term of the Agreement.

If «Customer Name» elects to reduce ~~the amount of power it is obligated to purchase at the~~ its Tier 2 Long-Term Rate ~~election amount pursuant to section 2.3.3.1 above~~, then «Customer Name» shall serve the amount of the reduction with: (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirement Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination ~~and of~~ amounts of (1), (2) and (3).

«Customer Name» shall notify BPA of its intent to serve its Above-CHWM Load with one of the four options listed in section 2.3.3.2 consistent with the terms and conditions stated in section 2 of Exhibit ~~C~~.

2.3.3.3 Exhibit Updates

By March 31 following «Customer Name»'s election notice under section 2.3.3.2 above, BPA shall: (1) update the applicable table(s) in section 2 of this exhibit, with «Customer Name»'s updated Tier 2 Long-Term Rate ~~purchase obligation~~ ~~election~~ amount, and (2) update «Customer Name»'s election in section 2.1 of this exhibit. BPA will update Exhibit ~~A~~ with any changes to «Customer Name»'s Dedicated Resource amounts.

2.3.3.4 Charges to Change Tier 2 Long-Term Election Amount

«Customer Name» shall pay any charges that apply as a result of «Customer Name» exercising the one time right to change its Tier 2 Long-Term Rate ~~purchase obligation amount~~ ~~election amount~~ under this section 2.3.3. BPA shall calculate such charges pursuant to the PRDM and Power Rate Schedules and General Rate Schedule Provisions. BPA shall not make payment to «Customer Name» as a result of BPA reducing the ~~fixed up to Average Megawatt~~ amounts of Firm Requirements Power that «Customer Name» is obligated to purchase at Tier 2 Long-Term Rates.

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2.4 Tier 2 Short-Term Rate ~~Alternative~~

Subject to the limitations in section ~~2.4.1~~ below, «Customer Name» may elect to purchase Firm Requirements Power at Tier 2 Short-Term Rates by electing option B, C or D under section 2.1 above.

If «Customer Name» elects options ~~B~~, C or D, then by July 31, 2027, and by July 31 of each Forecast Year, «Customer Name» shall notify BPA of the amount of its Above-CHWM Load it requests for BPA to serve, if any, at the Tier 2 Short-Term Rate for the following Rate Period. Subject to the limitations in section 2.4.2 below, BPA shall update the table below by March 31 of each Rate Case Year to state the amount of power «Customer Name» is obligated to purchase at the Tier 2 Short-Term Rate as follows.

If «Customer Name» elects option ~~CB~~ under section 2.1 ~~above~~, then the amount of Firm Requirements Power «Customer Name» ~~requests~~ may request to purchase at the Tier 2 Short-Term Rate shall not exceed the amount of «Customer Name»'s Above-CHWM Load amount or the fixed flexible election, calculated for each Fiscal Year of the applicable Rate Period, and shall not exceed the fixed Average Megawatt amount elected under the Tier 2 Long-Term option stated in the table in section 2.1(2) above.

If «Customer Name» elects option C under section 2.1, then the amount of Firm Requirements Power «Customer Name» may request to purchase at the Tier 2 Short-Term Rate, shall not exceed the lesser of «Customer Name»'s Above-CHWM Load amount calculated for each Fiscal Year of the applicable Rate Period or the fixed up to Average Megawatt amount BPA will serve under the flexible option as stated in the table in section 2.1(3) above.

If «Customer Name» elects option D under section 2.1, then the amount of Firm Requirements Power «Customer Name» may request to purchase at the Tier 2 Short-Term Rate, shall not exceed «Customer Name»'s Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period.

Drafter's Note: Leave table blank at contract signing. For options B, C, and D, update Tier 2 Short-Term amounts for each Rate Period by March 31 of each Rate Case Year after the Above-CHWM Process is complete.

Tier 2 Short-Term Rate Purchase Obligation Amounts								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: Fill in the table above with annual Average Megawatts, rounded to three decimal places.								

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2.4.1 Limitations on Tier 2 Short-Term Rate Amounts

BPA shall attempt to acquire power to serve «Customer Name»'s total amount of load requested to be served with Firm Requirements Power at the Tier 2 Short-Term Rate. If BPA is unable to acquire power, at any price, and cannot meet all customers' requests to purchase power at the Tier 2 Short-Term Rate, then each applicable Rate Period BPA: (1)-shall notify «Customer Name» of the unavailability of power at the Tier 2 Short-Term Rate and (2)-may limit the amount of Firm Requirements Power at the Tier 2 Short-Term Rate that «Customer Name» can purchase. If BPA receives multiple requests to provide Firm Requirements Power at the Tier-2 Short-Term Rate for the same Rate Period, and if BPA is only able to acquire power to serve a portion of the total requests for power priced at the Tier-2 Short-Term Rate, then BPA shall proportionally reduce all requests for the Rate Period on a pro rata basis.

By March-31, 2028 and by March-31 of each Rate Case Year thereafter, BPA shall notify customers of the unavailability or pro-rata reduction of power available at the Tier 2 Short-Term Rate.

2.4.2 Determining Pro-Rata Shares of Amounts at Tier 2 Short-Term Rate

If necessary pursuant to section 2.4.1 above, BPA shall determine «Customer Name»'s pro-rata amount of power available for purchase at a Tier-2-Short Term Rate for the applicable Rate Period based on (1) the actual amounts BPA is able to acquire to meet all customers' aggregate requests for service at a Tier 2 Short-Term Rate and (2) the total amount of Firm Requirements Power requested at the Tier 2 Short-Term Rate in section 2.4 each Rate Period. BPA will adjust individual amounts of Firm Requirements Power at the Tier 2 Short-Term Rate downward by the ratio between sections 2.4.2.(1) and 2.4.2.(2) above to calculate the amounts of the proportional share adjustment.

In the event BPA adjusts amounts at the Tier 2 Short-Term Rate downward, «Customer Name» shall apply Dedicated Resources to serve the portion of its election at the Short-Term Tier 2 Rate that BPA is unable to supply. BPA will update amounts in Exhibit A in accordance with section 2.6 below.

2.4.3 Failure to Make an Election

If «Customer Name» does not notify BPA of its Tier 2 Short-Term Rate election amounts pursuant to section 2.4 above for a Rate Period, then BPA shall enter "zero" for the applicable Fiscal Years of the Rate Period, and «Customer Name» shall serve its remaining Above-CHWM Load amounts with Dedicated Resources.

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In the event that «Customer Name»~~s~~ fails to make an election of its Tier 2 Short-Term Rate election amounts pursuant to section 2.4 above, then «Customer Name» shall apply Dedicated Resources to meet its Above-CHWM Load. Any amounts will be updated in Exhibit-~~A~~ in accordance with section 2.6 below.

2.4.4 Liability

In no event shall BPA make payment to «Customer Name» as a result of «Customer Name» electing to reduce the amounts of Firm Requirements Power that «Customer Name» is obligated to purchase at Tier 2 Short-Term Rates. In no event shall BPA make payment to «Customer Name» if it is unable to secure power to meet requests for purchases at the Tier-~~2~~ Short-Term Rate.

2.5 Tier 2 Vintage Rate Alternative

If «Customer Name» elects option-B, C, or D under section 2.1 above, then «Customer Name» is eligible to purchase Firm Requirement Power at a Tier 2 Vintage Rate, if offered by BPA, as described in this section-~~2.5.~~ For purposes of this section 2.5, “Vintage Resource” means ~~the output of~~ a physical resource that BPA determines, in its sole discretion, to acquire for a period of greater than three years ~~to form and that forms~~ the cost basis for pricing Firm Requirements Power subject to an established Tier 2 Vintage Rate. BPA may offer to sell Firm Requirements Power at a Tier 2 Vintage Rate whenever it acquires a Vintage Resource.

BPA shall notify customers with a CHWM Contract at least 60 calendar days prior to making a Request For Offer (RFO) for a Vintage Resource. Within 30 days of such notice, «Customer Name» shall notify BPA of the amount of Firm Requirements Power it will purchase from BPA at a Tier 2 Vintage Rate associated with the Vintage Resource.

Following the close of the RFO, BPA shall determine, in its sole discretion, whether to proceed with acquiring the Vintage Resource. If BPA decides to proceed with acquiring the Vintage Resource, then BPA will notify «Customer Name» of the available quantity, if any, of Firm Requirement Power that customer is eligible to purchase at the Tier-~~2~~ Vintage Rate, and the estimated Tier-~~2~~ Vintage Rate. «Customer Name» shall execute a Statement of Intent, as stated in section-~~2.5.1~~ below, to purchase identified amounts of Firm Requirements Power at the applicable Tier 2 Vintage Rate. The Statement of Intent will include the process and timing to elect the Vintage Alternative and execute a Statement of Intent.

2.5.1 Statement of Intent

If «Customer Name» elects to purchase Firm Requirements Power from BPA at Tier 2 Vintage Rates, then «Customer Name» shall sign a Statement of Intent provided by BPA which will state the amount of

Commented [RMM87]: Exhibit C, section 2.5.1 Tier 2 Vintage Rate Alternative was shared at workshop on Oct. 15.

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power «Customer Name» commits to purchase at a Tier 2 Vintage Rate. The Statement of Intent will be binding unless BPA does not complete the acquisition of the Vintage Resource consistent with section 2.5.3 below.

2.5.2 Tier 2 Vintage Rate

BPA shall determine the applicable Tier 2 Vintage Rate in accordance with the PRDM and applicable Wholesale Power Rate Schedules and GRSPs. BPA will restate in the Statement of Intent the applicable Tier 2 Vintage Rate for the Vintage Resource.

2.5.3 BPA Acquisition of Vintage Resource

If BPA acquires the Vintage Resource, then BPA shall notify «Customer Name» that the acquisition is complete and update the table in section 2.5.8 below with the amount of Firm Requirements Power sold at a Tier-2 Vintage Rate and the contract number for the Statement of Intent. If BPA does not complete the acquisition of the Vintage Resource, then BPA shall notify «Customer Name», and the Statement of Intent will become null and void. If BPA does not complete the acquisition, then «Customer Name»'s current elections for service to its Above-CHWM Load above shall continue to apply.

2.5.4 Additional Provisions Applicable to the Statement of Intent

2.5.4.1 Additional Terms and Conditions in Statement of Intent

In addition to paying the Tier 2 Vintage Rate, «Customer Name» will also be subject to such additional terms and conditions associated with its selection of the Tier 2 Vintage Rate as described in the Statement of Intent. Such additional terms may include, but are not limited to, liquidated damages, if applicable, associated with the purchase of the Vintage Resource.

2.5.4.2 Duration of Statement of Intent

The Tier 2 Vintage Resource amounts applied to serve «Customer Name»'s Above-CHWM Load under this Agreement will not apply beyond the expiration of this Agreement, except as stated in the Statement of Intent.

2.5.4.3 Maximum Amount of Firm Requirements Power at Tier 2 Vintage Rate

The maximum amount of Firm Requirements Power «Customer Name» is eligible to purchase at a Tier 2 Vintage Rate will be equal to the annual maximum forecast of «Customer Name»'s flexible Above-CHWM Load amounts of «Customer Name»'s election under section 2.1, minus any Dedicated Resources serving «Customer Name»'s Above-CHWM Load. BPA will

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develop the annual maximum forecast of «Customer Name»'s flexible Above-CHWM Load amounts at the time BPA issues the RFO for the Vintage Resource. Such forecast shall apply for the term of BPA's acquisition of the Vintage Resource or this Agreement, whichever occurs first.

2.5.4.4 Commencement of the Vintage Resource

«Customer Name»'s Statement of Intent shall include procedures for how BPA will address the availability and timing of a Vintage Resource, if the timing of such Vintage Resource is not concurrent with the timing of any elections made by «Customer Name» in sections 2.1 and 2.4 of this exhibit.

2.5.5. Multiple Requests for Vintage Resource

«Customer Name»'s Statement of Intent shall include procedures for how BPA will address multiple requests for Firm Requirements Power sold by BPA at a Tier 2 Vintage Rate if the aggregate amount of customer requests exceeds the amount of the Vintage Resource.

2.5.6 Tier 2 Vintage Amounts in Excess of Above-CHWM Load

If «Customer Name» purchases an amount of power from BPA at a Tier 2 Vintage Rate that exceeds its current Above-CHWM Load, then BPA ~~shall, in its sole discretion, may~~ either:

- (1) ~~treat~~determine any amount of power that exceeds «Customer Name»'s Above-CHWM Load as ~~an advanced sale of~~ surplus power and provide such to «Customer Name» at a surplus rate equivalent to the applicable Tier 2 Vintage Rate to be managed by «Customer Name»; or
- (2) in accordance with section 10 of this exhibit, and pursuant to the PRDM, provide a remarketing service for the power that exceeds «Customer Name»'s Above-CHWM Load until «Customer Name»'s Above-CHWM Load can accommodate the contracted amount of power purchased at the Tier 2 Vintage Rate.

2.5.7 Treatment of Tier 2 Vintage Rate and Tier 2 Short Term Rate Purchase Obligations

In addition to the right to purchase power at a Tier 2 Vintage Rate established in this section 2.5, «Customer Name» may have the opportunity to purchase Firm Requirements Power at Tier 2 Vintage Rates regardless of whether «Customer Name» is purchasing power at Tier 2 Short-Term Rates, if BPA determines, in its sole discretion, to offer «Customer Name» a Statement of Intent that would provide

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«Customer Name» the opportunity to purchase Firm Requirements Power at Tier 2 Vintage Rates.

Any election by «Customer Name» to purchase Firm Requirements Power at Tier 2 Vintage Rates shall not relieve «Customer Name» of any obligation to purchase Firm Requirements Power at another Tier 2 Rate.

Any amounts of power that «Customer Name» is obligated to purchase at a Tier 2 Vintage Rate or Tier 2 Short Term Rate that exceeds its Above-CHWM Load will be treated pursuant to section 2.5.6 above.

- 2.5.8 **Tier 2 Vintage Rate Elections, Amounts and Exhibit Updates**
If applicable, BPA shall update the table below ~~by March 31~~ within 90 days of each Rate Case Year signing the Statement of Intent, with «Customer Name»'s Tier 2 Vintage Rate purchase obligation amounts.

Drafter's Note: Leave table blank at contract signing:

Annual Amounts at Tier 2 Vintage Rate.								
Statement of Intent Contract No. «##»«##PS-«#####»#####»								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: Fill in the table above with annual Average Megawatts, rounded to three decimal places. Leave FY blank when not purchasing at a Tier 2 Vintage Rate. Include SOI number(s) in table title.								

By September 15 of each Fiscal Year or immediately following the establishment of a Tier 2 Vintage Rate for which «Customer Name» signed a Statement of Intent, BPA shall update the table in section 2.8.2 with «Customer Name»'s Tier 2 Vintage Rate purchase obligation amounts.

- 2.6 **Obligation to Apply Dedicated Resources**
«Customer Name» shall apply Dedicated Resources to serve the portion of its Above-CHWM Load that exceeds ~~of~~ the sum of all «Customer Name»'s purchase obligations at Tier 2 Rates under sections 2.3, 2.4, and 2.5 above. BPA shall add «Customer Name»'s Dedicated Resources to section 2 and section 3 of Exhibit A.

- 2.7 **Above-CHWM Load Liability**
If «Customer Name» annexes load from another customer with a CHWM Contract that had Above-CHWM Load served with Firm Requirements Power

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purchased at a Tier 2 Long-Term Rates, Tier 2 Short-Term Rate or a Tier 2 Vintage Rate, then «Customer Name» shall pay any costs that BPA determines apply as a result of such annexation. BPA shall determine such costs, if any, during the 7(i) Process that follows «Customer Name»'s notice of annexation. BPA shall include such cost identified through the 7(i) Process on «Customer Name»'s bill. In no event shall BPA make payment to «Customer Name» as a result of «Customer Name» reducing its amounts of Firm Requirements Power.

~~2.8~~Include in **LOAD FOLLOWING** template:

2.8 This Section Intentionally Left Blank
END LOAD FOLLOWING template.

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

2.8 Updates to Total Retail Load Forecast

If «Customer Name» submits an updated Total Retail Load forecast pursuant to section 17.6.2 of the body of the Agreement. BPA updates «Customer Name»'s forecast Net Requirement and calculates an Above-CHWM Load amount greater than «Customer Name»'s Above-CHWM Load amount, established in the Above-CHWM Load Process, then «Customer Name» shall apply Dedicated Resources to serve the difference between (1) the amount established in the Above-CHWM Load Process and (2) any additional Above-CHWM Load amount established through such updated Total Retail Load forecast, for the applicable Rate Period. By March 31 following such calculation and determination, BPA will update Exhibit A with any changes to «Customer Name»'s Dedicated Resource amounts.

END BLOCK and SLICE/BLOCK templates.

2.9 Amounts of Power to be Billed at Tier 2 Rates

2.8.1 Treatment for FY 2029 – FY 2030

By March 31, ~~2027~~2028 and by March 31 of each Rate Case Year thereafter, BPA shall update the table in section 2.8.29 of this exhibit, consistent with «Customer Name»'s elections for the upcoming Rate Period, with: (1) the planned annual average amounts of Firm Requirements Power ~~which that~~ «Customer Name» shall purchase at ~~applicable~~the Tier 2 Long-Term Rate, Tier 2 Short-Term Rate, and Tier 2 Vintage Rate, if applicable, for the ~~FY 2029 – FY 2030 Rate Period consistent with sections 2.3, 2.4 and and (2.5 of this exhibit.~~ The difference between Above-CHWM Load and Tier 2 Rate amounts will be served pursuant to section 2.6.

2.8.2 Amounts of Power for Subsequent Rate Periods

For each Rate Period after the ~~FY 2029 – FY 2030 Rate Period~~, BPA shall establish for the upcoming Rate Period consistent with «Customer Name»'s elections: (1) the planned annual average amounts of Firm Requirements Power which «Customer Name» shall purchase at Tier 2 Long Term Rate,

Commented [BA(P688): BPA. Consolidated section 2.9 and have combined what was previously sections 2.9.1 and 2.9.2 into a single paragraph. BPA will no longer have transitional Above-CHWM amounts as was accounted for in section 2.9.1 and the Above CHWM process will be completed in 2027 so that BPA can populate planned annual average amounts of Firm Requirements Power from March 31, 2028.

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~~Tier 2 Short Term Rate, and Tier 2 Vintage Rate, if applicable, and (2)~~ any remarketed Tier 2 Rate purchase amounts in accordance with section 10 of the body of this Agreement. By March 31, 2028, and by March 31 of each Rate Case Year thereafter, BPA shall update the table below with such amounts for each year of the upcoming Rate Period consistent with sections 2.3, 2.4 and 2.5 of this exhibit. The difference between Above-CHWM Load and Tier 2 Rate amounts will be served pursuant to section ~~2.6 of this exhibit.~~

Drafter's Note: Leave table blank at contract signing:

Annual Amounts Priced at Tier 2 Rates (aMW)								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
«No Tier 2 at this time»								
Remarketed Amounts								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
«No Tier 2 at this time»								
Remarketed Amounts								
Notes: 1. List each applicable Tier 2 rate in the table above. For the first applicable Tier 2 rate replace No Tier 2 at this time with the name of the applicable Tier 2 rate. For each additional Tier 2 rate, add a new row above the Remarketed Amounts row. If «Customer Name» elects not to purchase at Tier 2 rates, then leave No Tier 2 at this time in the table and leave the remainder of the table blank. 2. Fill in the table above with annual Average Megawatts rounded to three decimal places.								

Deleted Cells

3. REVISIONS

BPA shall revise this exhibit to reflect «Customer Name»'s elections regarding service to its Above-CHWM Load and BPA's determinations relevant to this exhibit and made in accordance with this Agreement.

~~(PS«X/LOC»-«File Name with Path».docx)-«mm/dd/yy»-«Drafter's Note: Insert date of finalized contract here»~~
End Option 1

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Exhibit D ADDITIONAL PRODUCTS AND SPECIAL PROVISIONS

Include in **LOAD FOLLOWING** template:

1. **CF/CT AND NEW LARGE SINGLE LOADS**

Commented [RMM89]: Section 1 of Exhibit D, CF/CT and NLSLs was shared at workshop on Oct. 15.

1.1 **CF/CT Loads**

*Option 1: Include the following if customer **has no** CF/CT loads.*
«Customer Name» has no loads identified that were contracted for, or committed to (CF/CT), as of September 1, 1979, as defined in section 3(13)(A) of the Northwest Power Act.
End Option 1

*Option 2: Include the following if customer **has** CF/CT loads.*
Drafter's Note: If customer has more than one CF/CT, number each separately as (1), (2), etc. and indent appropriately.

1.1 **CF/CT Loads**

The Administrator has determined that the following loads were contracted for, or committed to be served (CF/CT), as of September 1, 1979, as defined in section 3(13)(A) of the Northwest Power Act, and are subject to PF rates:

End Use Consumer's Name	Facility Name	Facility Location	Date of CF/CT determination	Amount of firm energy contracted for, or committed to (MW)
Note: Amount of firm energy is at 100 percent load factor.				

CF/CT Description:
End Option 2

1.2 **Potential NLSLs**

*Option 1: Include the following if customer **has no** POTENTIAL NLSLs.*
«Customer Name» has no identified Potential NLSLs.
End Option 1

*Option 2: Include the following if customer **has** POTENTIAL NLSLs.*
Update, as needed, at the end of each monitoring period.
Drafter's Note: If customer has more than one Potential NLSL, number each separately as (1), (2), etc. and indent appropriately. Approximate load is the current size of the load, not the expected growth over the 12-month monitoring

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period. Add facility name if there are two Potential NLSLs at same site or as needed.

1.2 Potential NLSLs

«Customer Name» has the following identified Potential NLSLs:

End Use Consumer's Name	Facility Name	Facility Location	Date of BPA facility determination	12-month Monitoring Period
				«Month Day» through «Month Day»

Potential NLSL Description:

End Option 2

1.3 Planned NLSLs

Option 1: Include the following if customer has no PLANNED NLSLs served by BPA at the NR rate.

1.3.1 Planned NLSLs Served by BPA

«Customer Name» has no Planned NLSLs served by BPA.

End Option 1

Option 2: Include the following if customer has any PLANNED NLSLs that BPA serves with power sold at the NR rate.

1.3.1 Planned NLSLs Served by BPA

«Customer Name» has a Planned NLSL and, after consideration of the NLSL service study summary report consistent with section 2023.3.7, and 2023.3.8 if applicable, elects to have BPA serve the Planned NLSL at the NR rate (except for cumulative prior load as stated in section 1.5 below) consistent with section 2023.3 of the body of this Agreement and with the Wholesale Power Rate Schedules and GRSPs.

Drafter's Note: If customer has more than one Planned NLSL, number each separately as (1), (2), etc. and indent appropriately. Approximate load is the current size of the load, not the expected growth over the 12-month monitoring period. Add facility name if there are two Planned NLSLs at same site or as needed. Update, as needed, at the end of each monitoring period.

End Use Consumer's Name	Facility Name	Facility Location	Date of BPA facility determination	12-month Monitoring Period	Date Facility Started Service as Planned NLSL	Manner of Service
				«Month Day» through «Month Day»		«Direct or Transfer»

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Planned NLSL Description:
Planned NLSL Service Study: «Include «In study or completed», start date of study, associated stand-alone contract number if any»
Other Service Details: «Include term of Consumer-Owned Resource details, service start date, other necessary details»

End Option 2

Option 1: Include the following if customer has no PLANNED NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.

1.3.2 Planned NLSLs Served with Dedicated Resource or Consumer-Owned Resource Amounts
«Customer Name» has no Planned NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.

End Option 1

Option 2: Include the following if customer has a Planned NLSL served with Dedicated Resource or Consumer-Owned Resource amounts. If BPA has initiated an NLSL Service Study, include the Planned NLSL under this option of 1.3.2 until customer makes an election; and if customer elects to have BPA serve its Planned NLSL at the NR rate, then move the Planned NLSL to section 1.3.1.

1.3.2 Planned NLSLs Served with Dedicated Resource or Consumer-Owned Resource Amounts
«Customer Name» has one or more Planned NLSLs and elects to serve the Planned NLSLs listed below pursuant to section 2023.3 with Dedicated Resource or Consumer-Owned Resource amounts in Exhibit A that are not already used to serve any other portion of «Customer Name»'s Total Retail Load and are listed in section 4 or section 7.4, respectively, of Exhibit A. If «Customer Name» elects to serve a Planned NLSL with Dedicated Resource or Consumer-Owned Resource amounts in section 4 or section 7.4 of Exhibit A, then «Customer Name» may be required to purchase New Resource Support Services pursuant to section 1.6 below.

Drafter's Note: If customer has more than one Planned NLSL, number each separately as (1), (2), etc. and indent appropriately. Add facility name if there are two Planned NLSLs at same site or as needed. Update, as needed, at the end of each monitoring period.

End Use Consumer's Name	Facility Name	Facility Location	Date of BPA facility determination	12-month Monitoring Period	Date Facility Started Service as Planned NLSL	Manner of Service
				«Month Day» through «Month Day»		«Direct or Transfer»

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Planned NLSL Description:
Planned NLSL Service Study: «Include «In study *or* completed», start date of study, associated stand-alone contract number if any»
Other Service Details: «Include term of non-federal resource application, Consumer-Owned Resource details, service start date, other necessary details»

End Option 2 for NLSL served with non-fed resources

1.4 NLSLs

*Option 1: Include the following if customer **has no** NLSLs served by BPA at the NR rate.*

1.4.1 NLSLs Served by BPA

«Customer Name» has no NLSLs.

End Option 1

*Option 2: Include the following if customer **has** NLSLs served by BPA at the NR rate.*

1.4.1 NLSLs Served by BPA

«Customer Name» has an NLSL and, after consideration of the NLSL service study summary report consistent with section ~~2023~~.3.7, and section ~~2023~~.3.8 if applicable, elects to have BPA serve the NLSL at the NR rate consistent with section ~~2023~~.3 of the body of this Agreement and with the Wholesale Power Rate Schedules and GRSPs.

Drafter's Note: If customer has more than one NLSL, number each separately as (1), (2), etc. and indent appropriately. Add facility name if there are two NLSLs at same site or as needed.

End Use Consumer's Name	Facility Name	Facility Location	Date of BPA facility determination	12-month Monitoring Period	Date Load Determined to be an NLSL	Manner of Service
				«Month Day» through «Month Day»		«Direct <i>or</i> Transfer»

NLSL Description:
Approximate load: «X.XXX» aMW (load measured from «Month Day, Year» through «Month Day, Year»)
NLSL Service Study: «Include relevant details, start date of study, associated stand-alone contract number if any»
Other Service Details: «Include Consumer-Owned Resource details, service start date, other necessary details»

End Option 2

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*Option 1: Include the following if customer **has no** NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.*

1.4.2 NLSLs Served by Dedicated Resource or Consumer-Owned Resource Amounts

«Customer Name» has no NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.

End Option 1

*Option 2: Include the following if customer **has** NLSLs and will serve the NLSLs with Dedicated Resources and/or Consumer-Owned Resources.*

1.4.2 NLSLs Served by Dedicated Resource or Consumer-Owned Resource Amounts

«Customer Name» has one or more NLSLs and elects to serve the NLSLs listed below pursuant to section ~~2023~~.3 of the body of this Agreement and with Dedicated Resource or Consumer-Owned Resource amounts in Exhibit A that are not already used to serve any other portion of «Customer Name»'s Total Retail Load and are listed in section 4 or section 7.4, respectively, of Exhibit A. If «Customer Name» elects to serve an NLSL with Dedicated Resource amounts in section 4 of Exhibit A, then «Customer Name» shall also purchase New Resource Support Services pursuant to section 1.8 below.

Drafter's Note: If customer has more than one NLSL, number each separately as (1), (2), etc. and indent appropriately. Add facility name if there are two NLSLs at same site or as needed.

End Use Consumer's Name	Facility Name	Facility Location	Date of BPA facility determination	12-month Monitoring Period	Date Load Determined to be an NLSL	Manner of Service
				«Month Day» through «Month Day»		«Direct or Transfer»

NLSL Description:

Approximate load: «X.XXX» aMW (load measured from «Month Day, Year» through «Month Day, Year»)

NLSL Service Study: «Include relevant details, start date of study, associated stand-alone contract number if any»

Other Service Details: «Include Consumer-Owned Resource details, service start date, other necessary details»

End Option 2

*Option 1: Include the following if customer **has** an NLSL but **has no** on-site renewable or cogeneration facilities to serve an NLSL:*

1.4.3 Renewable Resource/Cogeneration Exception

«Customer Name»'s end-use consumer is not currently applying an on-site renewable resource or cogeneration facility to an NLSL.

End Option 1

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*Option 2: Include the following if customer **has** an NLSL and **has** an on-site renewable or cogeneration facility to serve that NLSL.*

1.4.3 Renewable Resource/Cogeneration Exception

Option: Choose whether customer is applying a renewable or cogeneration facility.

«Customer Name»'s end-use consumer is applying an on-site «renewable resource or cogeneration facility» to its NLSL listed in section 1.4«(#)» of this exhibit. *Suboption: Include the following if the customers' on-site renewable or cogeneration facility is served by Transfer.* Consistent with section 14.6 of this Agreement, BPA shall pay for Transfer Service and shall pass through all applicable Transfer Service costs to «Customer Name» related to the application of «Customer Name»'s Dedicated Resources or Consumer-Owned Resources to its NLSL.*End Suboption*

End Option 2

Option: Include the following if customer is served by transfer service or served over multiple transmission systems.

1.4.4 Planned NLSLs and NLSLs Served By Transfer Service

1.4.4.1 Planned NLSL(s) and NLSLs Served by BPA and Served by Transfer Service

If «Customer Name» has any Planned NLSLs and NLSLs listed in sections 1.3.1 or 1.4.1 above and (1) has elected for BPA to serve all or a portion of the load at the NR rate and (2) such loads are served by Transfer Service, then for such Planned NLSL(s) or NLSL(s), BPA shall acquire and pay for Transfer Service and shall pass through all applicable Transfer Service costs to «Customer Name» consistent with section 14.6 of this Agreement.

1.4.4.2 Planned NLSL(s) and NLSLs Served with Dedicated Resource Amounts or Consumer-Owned Resources and by Transfer Service

Any Dedicated Resource or Consumer-Owned Resource amounts «Customer Name» applies to serve a Planned NLSL or an NLSL that are (1) listed in sections 1.3.2 or 1.4.2 above and (2) are served by Transfer Service must meet the terms and conditions of section 14.6.7 of the body of this Agreement, Exhibit G, and the relevant Network Resource section of Exhibit J.

For any such Dedicated Resource or Consumer-Owned Resource amounts serving an NLSL, BPA shall acquire and pay for Transfer Service and shall pass through to «Customer Name» any applicable Transfer Service costs.

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For any such Planned NLSL(s) listed above in section 1.3.2 above, at the end of the applicable consecutive 12-month monitoring period, BPA will determine if the Planned NLSL became an NLSL in accordance with section ~~2023~~ 3.5 of the body of this Agreement. If the Planned NLSL does not become an NLSL during the monitoring period, then BPA shall credit «Customer Name» for any eligible Transfer Service costs that BPA passed through and «Customer Name» paid related to serving the Planned NLSL. If Transfer Service invoices associated with such Planned NLSLs are amended by the Third-Party Transmission Provider following this credit, then BPA will pass through any charges or credits to «Customer Name» associated with such amended invoices. If the load continues to be monitored as a Planned NLSL, then the applicable provisions of this section 1.4.4.2 will continue to apply.

End Option for Transfer Service

1.5 Potential NLSL and Planned NLSL Facility Load

1.5.1 Cumulative Prior Load

Pursuant to section ~~2023~~ 3.5.2 of the body of this Agreement, BPA shall fill in the table in section 1.5.2 below with «Customer Name»'s cumulative prior load amounts for each Potential NLSL and Planned NLSL.

1.5.2 Facility Load Included in Calculation of Power Eligible at PF Rate

Pursuant to section ~~2023~~ 3.5.3 of the body of this Agreement, BPA shall fill in the table below with the fixed amount of facility load to be included in the calculation of «Customer Name»'s Firm Requirements Power eligible for service at BPA's PF rate(s).

Drafter's Note: Add a row for each additional Potential NLSL, Planned NLSL, or NLSL that has cumulative prior load and/or load included in the calculation of Firm Requirements Power eligible for service at the PF rate.

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Update at the end of each monitoring period. If customer has none, include N/A and retain «XX.XXX» as applicable.

Potential NLSL, Planned NLSL, and NLSL Facility Load				
Facility Name	Status of NLSL	Cumulative Prior Load Energy	Cumulative Prior Load Peak	Facility Load Included in the Calculation of Power Eligible at PF Rate
«Name of Potential NLSL, Planned NLSL, or NLSL»	«Potential NLSL, Planned NLSL, or NLSL»	«XX.XXX» aMW	«XX.XXX» MW	«XX.XXX» aMW

1.6 New Resource (NR) Support Services

BPA will provide New Resource (NR) Support Services to «Customer Name» make power available to meet the variations between any «Customer Name» scheduled Dedicated Resource amounts, and Consumer-Owned Resource amounts as applicable, serving a Planned NLSL or NLSL and the actual amounts of the Planned NLSL or NLSL. Such applicability will be pursuant to the applicable Wholesale Power Rate Schedules and GRSPs.

1.6.1 New Resource Energy Support Service (NR ESS) for Planned NLSLs and NLSLs

«Customer Name» shall purchase New Resource Energy Support Service (NR ESS) for any Dedicated Resource and Consumer-Owned Resource amounts serving «Customer Name»'s Planned NLSLs and NLSLs for the period(s) listed in the table below in accordance with the applicability requirements and at the rates and charges established under and in the applicable Wholesale Power Rate Schedules and GRSPs.

Drafter's Note: Add a row for each additional Planned NLSL and NLSL. NR ESS elections are per Rate Period. As applicable, update the table at the beginning of the first monitoring period and then prior to the beginning of each Rate Period thereafter.

NR ESS			
Name of Planned or NLSL	Term of Purchase	Capacity Percentage Election	Data Sharing Credit (Y/N)
«Name of Planned NLSL/ NLSL or N/A»	«Month Day, Year» through «Month Day, Year»		

1.6.2 Capacity Amount Election for NR ESS

By February 1, 2028 and by February 1 prior to the start of each Rate Period over the remaining term of the Agreement, «Customer Name»

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shall provide BPA with its election for monthly capacity percentage that «Customer Name» requests from BPA to serve its Planned NLSLs and NLSLs for the upcoming Rate Period pursuant to the applicable capacity percentages established in the applicable Wholesale Power Rate Schedules and GRSPs. By the immediately following March 31, BPA shall fill in the table in section 1.6.1 above with «Customer Name»'s such capacity percentage elections.

1.6.3 **Credit Associated with Data Sharing**

By February 1, 2028 and by February 1 prior to the start of each Rate Period over the remaining term of the Agreement, «Customer Name» shall provide BPA its load forecast and scheduling data pursuant to the criteria and requirements included in the applicable Wholesale Power Rate Schedules and GRSPs. By the immediately following March 31, BPA shall fill in the table in section 1.6.1 above with «Customer Name»'s capacity percentage elections.

1.6.4 **NR Resource Support Services (NR RSS)**

Option 1: Include the following if customer is not purchasing NR RSS: «Customer Name» is not purchasing NR Resource Support Services (NR RSS) for any of its Planned NLSLs or NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.
End Option 1.

Option 2: Include the following if customer is purchasing NR RSS : «Customer Name» shall purchase New Resource Resource Support Services (NR RSS) for any of its Dedicated Resource and Consumer-Owned Resource amounts serving «Customer Name»'s Planned NLSLs and NLSLs for the period(s) listed in the table below in accordance with the applicability requirements and at the rates and charges established under and in the applicable Wholesale Power Rate Schedules and GRSPs.

Drafter's Note: Add a row for each additional Planned NLSL and NLSL. NR RSS elections are per Rate Period. As applicable, update the table at the beginning of the first monitoring period and then prior to the beginning of each Rate Period thereafter.

NR RSS		
Name of Planned or NLSL	Term of Purchase	Type of NR RSS
«Name of Planned NLSL/ NLSL or N/A»	«Month Day, Year» through «Month Day, Year»	

End Option 2

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1.6.5 Rates and Charges for Planned NLSLs and NLSLs

1.6.5.1 NR ESS Energy and Capacity Charges and Credits

All applicable NR ESS charges or credits for Planned NLSLs and NLSLs shall be as established in the current Wholesale Power Rate Schedules and GRSPs.

1.6.5.2 Charge for Difference between PF and NR Rates

If BPA served a Planned NLSL with power sold at the NR rate, including NR ESS Energy and Capacity Charges, and BPA later determines that such Planned NLSL did not reach ten Average Megawatts of load growth in any consecutive 12-month monitoring period, then BPA shall revise «Customer Name»'s bill to reflect the difference between the applicable PF rate and the applicable NR rate and charges in effect for the applicable monitoring period.

1.6.5.3 NR RSS Charges

All applicable NR RSS charges or credits for Planned NLSLs and NLSLs shall be as established in the current Wholesale Power Rate Schedules and GRSPs.

1.7 Transmission Scheduling Service

If «Customer Name» is serving a Planned NLSL or an NLSL with Dedicated Resource amounts, then «Customer Name» shall purchase, or continue to purchase, Transmission Scheduling Service pursuant to the terms and conditions of Exhibit F. «Customer Name» shall schedule its Dedicated Resource amounts in section 4 of Exhibit A pursuant to the scheduling provisions included in sections 4.1 and 4.2 of Exhibit F.

1.8 Liquidated Damages for Planned NLSLs

This section 1.8 only applies if «Customer Name» is serving a Planned NLSL with Dedicated Resource amounts under section 1.3.2 above. This section 1.8 will not apply if, at the end of a Fiscal Year following the end of a consecutive 12-month monitoring period, «Customer Name»'s Actual Annual Tier 1 Load is greater than its CHWM.

If BPA determines that a Planned NLSL load has grown by less than ten Average Megawatts in the consecutive 12-month monitoring period just completed, then «Customer Name» agrees to pay BPA a charge as liquidated damages to recover the revenue for power that «Customer Name» would have otherwise purchased from BPA at the then applicable PF rate during such Fiscal Year(s).

If a consecutive 12-month monitoring period for a Planned NLSL coincides with a single Fiscal Year, then BPA shall calculate liquidated damages for the load at each facility by multiplying the Planned NLSL liquidated

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damages rate, established in the applicable Wholesale Power Schedules and GRSPs, by the lesser of: (1) the megawatt hours measured at each facility for the Fiscal Year less any cumulative prior load and (2) «Customer Name»'s CHWM minus «Customer Name»'s Actual Annual Tier 1 Load for such Fiscal Year.

If a consecutive 12-month monitoring period for a Planned NLSL spans two Fiscal Years, then at the end of the second Fiscal Year, BPA shall calculate liquidated damages for the load at each facility for each Fiscal Year of the consecutive 12-month monitoring period by multiplying the applicable Planned NLSL liquidated damages rate by the lesser of: (1) the portion of the megawatt hours measured at each facility in the applicable Fiscal Year and (2) Customer Name's CHWM minus «Customer Name»'s Actual Annual Tier 1 Load for the applicable Fiscal Year.

In the event «Customer Name» has more than one Planned NLSL in a Fiscal Year, then the total amount of liquidated damages charge BPA shall apply will be limited to the megawatt hour amount that «Customer Name»'s CHWM is greater than «Customer Name»'s Actual Annual Tier 1 Load for the Fiscal Year.

END LOAD FOLLOWING template.

Include in BLOCK and SLICE/BLOCK templates:

1. CF/CT AND NEW LARGE SINGLE LOADS

Commented [RMM90]: Section 1 of Exhibit D, CF/CT and NLSLs was shared at workshop on Oct. 15.

Option 1: Include the following if customer has no CF/CT loads.

1.1 CF/CT Loads

«Customer Name» has no loads identified that were contracted for, or committed to (CF/CT), as of September 1, 1979, as defined in section 3(13)(A) of the Northwest Power Act.

End Option 1

Option 2: Include the following if customer has CF/CT loads.

Drafter's Note: If customer has more than one CF/CT, number each separately as (1), (2), etc. and indent appropriately.

1.1 CF/CT Loads

The Administrator has determined that the following loads were contracted for, or committed to be served (CF/CT), as of September 1, 1979, as defined in section 3(13)(A) of the Northwest Power Act, and are subject to PF rates:

End Use Consumer's Name	Facility Name	Facility Location	Date of CF/CT determination	Amount of firm energy contracted for, or committed to (MW)

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Note: Amount of Firm Energy is at 100 percent load factor.

CF/CT Description:

End Option 2

*Option 1: Include the following if customer **has no** POTENTIAL NLSLs.*

1.2 **Potential NLSLs**

«Customer Name» has no identified Potential NLSLs.

End Option 1

*Option 2: Include the following if customer **has** POTENTIAL NLSLs.*

Update, as needed, at the end of each monitoring period.

Drafter's Note: If customer has more than one Potential NLSL, number each separately as (1), (2), etc. and indent appropriately. Add facility name if there are two Potential NLSLs at same site or as needed.

1.2 **Potential NLSLs**

«Customer Name» has the following identified Potential NLSLs:

End Use Consumer's Name	Facility Name	Facility Location	Date of BPA facility determination	12-month Monitoring Period
				«Month Day» through «Month Day»

Potential NLSL Description:

End Option 2

*Option 1: Include the following if customer **has no** PLANNED NLSLs.*

1.3 **Planned NLSLs**

«Customer Name» has no Planned NLSLs.

End Option 1

*Option 2: Include the following if customer **has** PLANNED NLSLs and will serve the Planned NLSLs with Dedicated Resources and/or Consumer-Owned Resources.*

1.3 **Planned NLSLs Served with Dedicated Resource or Consumer-Owned Resource Amounts**

«Customer Name» has one or more Planned NLSLs and will serve the Planned NLSLs listed below pursuant to section 23.3 and with Dedicated Resource or Consumer-Owned Resource amounts in Exhibit A that are not already used to serve any other portion of «Customer Name»'s Total Retail Load and are listed in section 4 or section 7.4, respectively, of Exhibit A.

Drafter's Note: If customer has more than one Planned NLSL, number each separately as (1), (2), etc. and indent appropriately. Add facility name if there

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are two Planned NLSLs at same site or as needed. Update, as needed, at the end of each monitoring period.

End Use Consumer's Name	Facility Name	Facility Location	Date of BPA facility determination	12-month Monitoring Period	Date Facility Started Service as Planned NLSL	Manner of Service
				«Month Day» through «Month Day»		«Direct or Transfer»

Planned NLSL Description:

Other Service Details: «Include term of non-federal resource application, Consumer-Owned Resource details, service start date, other necessary details»

End Option 2

*Option 1: Include the following if customer **has no** NLSLs.*

1.4 NLSLs

«Customer Name» has no NLSLs.

End Option 1

*Option 2: Include the following if customer **has** NLSLs that it will serve with Dedicated Resources and/or Consumer-Owned Resources.*

1.4 NLSLs

«Customer Name» has one or more NLSLs and will serve the NLSLs listed below pursuant to section 23.3 of the body of this Agreement and with Dedicated Resource or Consumer-Owned Resource amounts in Exhibit A that are not already used to serve any other portion of «Customer Name»'s Total Retail Load and are listed in section 4 or section 7.4, respectively, of Exhibit A.

Drafter's Note: If customer has more than one NLSL, letter each separately as (1), (2), etc. and indent appropriately. Add facility name if there are two NLSLs at same site or as needed.

End Use Consumer's Name	Facility Name	Facility Location	Date of BPA facility determination	12-month Monitoring Period	Date Load Determined to be an NLSL	Manner of Service
				«Month Day» through «Month Day»		«Direct or Transfer»

NLSL Description:

Approximate load: «X.XXX» aMW (load measured from «Month Day, Year» through «Month Day, Year»)

Other Service Details: «Include Consumer-Owned Resource details, service start date, other necessary details»

End Option 2

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*Option 1: Include the following if customer **has** an NLSL but **has no** onsite renewable or cogeneration facilities to serve an NLSL:*

1.4.1 Renewable Resource/Cogeneration Exception

«Customer Name»'s end-use consumer is not currently applying an on-site renewable resource or cogeneration facility to an NLSL.

End Option 1

*Option 2: Include the following if customer **has** an NLSL and **has an** onsite renewable or cogeneration facility to serve that NLSL.*

1.4.1 Renewable Resource/Cogeneration Exception

Option: Choose whether customer is applying a renewable or cogeneration facility.

«Customer Name»'s end-use consumer is applying an onsite «renewable resource or cogeneration facility» to its NLSL listed in section 1.5 of this exhibit. *Suboption: Include the following if the customers' onsite renewable or cogeneration facility is served by Transfer.* Consistent with section 14.6 of this Agreement, BPA shall pay for Transfer Service and shall pass through all applicable Transfer Service costs to «Customer Name» related to the application of «Customer Name»'s Dedicated Resources or Consumer-Owned Resources to its NLSL. *End Suboption*

End Option 2

Option: Include the following if the customer has one or more NLSLs that are served with transfer.

1.4.2 NLSL(s) Served by Transfer Service

Any Dedicated Resource or Consumer-Owned Resource amounts «Customer Name» applies to serve a Planned NLSL or an NLSL that are (1) listed in sections 1.3 or 1.4 above and (2) are served by Transfer Service must meet the terms and conditions of section 14.6.7 of the body of this Agreement, Exhibit G, and the relevant Network Resource section of Exhibit J.

For any such NLSLs listed in section 1.4 above, BPA shall acquire and pay for Transfer Service and pass through any applicable Transfer Service to «Customer Name».

For any such Planned NLSL(s) listed above in section 1.3 above, at the end of the applicable consecutive 12-month monitoring period, BPA will determine if the Planned NLSL became an NLSL in accordance with section 2023.3.5 of the body of this Agreement. If the Planned NLSL does not become an NLSL during the monitoring period, then BPA shall credit «Customer Name» for any eligible Transfer Service costs that BPA passed through and «Customer Name» paid related to serving the Planned NLSL. If Transfer Service invoices associated with such Planned NLSLs are amended by the Third-Party Transmission Provider following such credit, then BPA will pass

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through any charges or credits to «Customer Name» associated with such amended invoices. If the load continues to be monitored as a Planned NLSL, then the applicable provisions of this section 1.4.1 will continue to apply.

End Option for Transfer Service

1.5 Potential NLSL and Planned NLSL Facility Load

1.5.1 Cumulative Prior Load

Pursuant to section 20.3.5.2 of the body of this Agreement, BPA shall fill in the table in section 1.5.2 below with any «Customer Name» amounts of Potential NLSL and Planned NLSL cumulative prior load.

1.5.2 Facility Load Included in Calculation of Power Eligible at PF Rate

Pursuant to section 20.3.5.3 of the body of this Agreement, BPA shall fill in the table below with the fixed amount of facility load to be included in the calculation of «Customer Name»'s Firm Requirements Power eligible for service at BPA's PF rate(s).

Drafter's Note: Add a row for each additional Potential NLSL, Planned NLSL, or NLSL that has cumulative prior load and/or load included in the calculation of Firm Requirements Power eligible for service at the PF rate. Update at the end of each monitoring period. If customer has none, include N/A and retain «XX.XXX» as applicable.

Potential NLSL, Planned NLSL, and NLSL Facility Load				
Facility Name	Status of NLSL	Cumulative Prior Load Energy	Cumulative Prior Load Peak	Facility Load Included in the Calculation of Power Eligible at PF Rate
«Name of Potential NLSL, Planned NLSL, or NLSL»	«Potential NLSL, Planned NLSL, or NLSL»	«XX.XXX» aMW	«XX.XXX» MW	«XX.XXX» aMW

1.6 Liquidated Damages for Planned NLSLs

This section 1.6 will not apply if «Customer Name»'s Net Requirement is greater than its applicable CHWM for the Fiscal Year(s) coinciding with a consecutive 12-month monitoring period. ~~In addition, consistent with the Existing Resource removal terms and conditions of section 10.5 of the body of the Agreement, this section 1.6 will not apply to any Fiscal Year coinciding with a consecutive 12-month monitoring period when «Customer Name»'s applicable Net Requirement does not change with the inclusion of the resource dedicated to serve the applicable Planned NLSL.~~

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If BPA determines that a Planned NLSL has grown by less than ten Average Megawatts in the consecutive 12-month monitoring period just completed, then BPA shall charge and «Customer Name» shall pay BPA the annual liquidated damages charge calculated by BPA as follows:

1.6.1 Load Subject to Liquidated Damages

To calculate the load subject to liquidated damages, BPA will multiply the applicable load by the CHWM Ratio. The applicable load is defined as the metered load at the Planned NLSL(s) during the 12-month monitoring period minus any cumulative prior load. The CHWM Ratio is defined as the lesser of: (1) the difference of the applicable CHWM during the 12-month monitoring period and the average of the applicable Annual Net Requirement(s) during the 12-month monitoring period divided by the Applicable Load or (2) one. The load calculation described in this section 1.6.1 is expressed in the following formula:

$$\text{Applicable Load} \times \text{CHWM Ratio} = \text{LD Load}$$

Where:

Applicable Load = the metered load at the Planned NLSL(s) – any Facility Load Included in the Calculation of Power Eligible at PF Rate

CHWM Ratio =

$$\text{Min} \left(\frac{\text{CHWM} - \text{Average of Net Requirement(s)}}{\text{Applicable Load}}, 1.0 \right)$$

LD Load = load subject to liquidated damages

1.6.2 Annual Liquidated Damages Charge

BPA shall calculate liquidated damages by multiplying the Planned NLSL liquidated damages rate, established in the applicable Wholesale Power Schedules and GRSPs, by load subject to liquidated damages (LD Load) as stated in section 1.9.1 above.

END BLOCK and SLICE/BLOCK templates.

Reviewer's Note: BPA is proposing to move the RSS provisions to Exhibit J. A placeholder header has been included in Exhibit J.

2. RESOURCE SUPPORT SERVICES

Include in SLICE/BLOCK template:

~~RSS is only available to «Customer Name» to support renewable resources that are added after September 30, 2006 and are Specified Resources used to serve Total Retail Load. «Customer Name»'s purchase of RSS shall include those support~~

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services necessary and consistent with «Customer Name»'s Slice/Block purchase to convert the actual scheduled output from the resource being supported into a flat annual block.

END SLICE/BLOCK template.

Include in BLOCK template:

RSS is only available to «Customer Name» to support renewable resources that are added after September 30, 2006 and are Specified Resources used to serve Total Retail Load. «Customer Name»'s purchase of RSS shall include those support services necessary and consistent with «Customer Name»'s Block purchase to convert the actual scheduled output from the resource being supported into a flat annual block.

END BLOCK template.

~~2.1 BPA shall develop the RSS products to support applicable Specified Resources listed in section 2 of Exhibit A for the FY 2012 through FY 2014 Purchase Period and offer such as a revision to this exhibit by August 1, 2009 and by August 1 prior to each Notice Deadline thereafter. Prior to that date, BPA shall provide «Customer Name» a reasonable opportunity to provide input into the development of the products and the related contract provisions. By the November 1, 2009 Notice Deadline and by each Notice Deadline thereafter, «Customer Name» shall notify BPA in writing of any RSS products it elects to buy from BPA under the terms of this Agreement and shall identify the applicable resource(s), for which it shall purchase the RSS product(s) for the upcoming Purchase Period. Such election shall be a binding commitment of both Parties. If «Customer Name» makes such election, the Parties shall revise this exhibit so that it incorporates the agreed changes to applicable provisions, including the applicable resource amounts, if known, by March 31, 2010 or by March 31 of the year following the Notice Deadline for future years. By September 30 of the last Rate Case Year prior to the first Rate Period when service begins, and by each applicable September 30 thereafter in accordance with the applicable incorporated contract language, BPA shall update the relevant tables included in the incorporated contract language with the applicable charges and any necessary updates to resource amounts.~~

~~2.2 If «Customer Name» adds a new Specified Resource within a Purchase Period to meet its obligations to serve Above RHHM Load with Dedicated Resources, consistent with section 3.5.1 of the body of this Agreement, «Customer Name» may purchase DFS or FORS to support such resource. «Customer Name» shall request a copy of the then current DFS or FORS standard contract provisions from BPA and shall notify BPA in writing by October 31 of a Rate Case Year that it elects to purchase DFS or FORS for the new Specified Resource under the terms stated in the then current contract provisions and the terms of this section 2.2. Such election shall be a binding commitment of both Parties. The elected DFS or FORS will be effective at the start of the upcoming Rate Period. The duration of such~~

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purchase shall be for the remainder of the Purchase Period and for the following Purchase Period. If «Customer Name» makes such election, the Parties shall revise this exhibit by March 31 of the calendar year after «Customer Name» has given notice of its election. Such revision shall incorporate the agreed changes to applicable provisions, including the applicable resource amounts, if known. By September 30 of the last Rate Case Year prior to the first Rate Period when service begins, and by each applicable September 30 thereafter, in accordance with the applicable incorporated contract language, BPA shall update the relevant tables included in the incorporated contract language with the applicable charges and any necessary updates to resource amounts.

~~Include in LOAD FOLLOWING template.~~

~~Include for Load Following Customers with DFS provisions:~~

~~Option 1: Include the following language for customers who purchase DFS.~~

~~2.3 — Diurnal Flattening Service (DFS)~~

~~From «Month» 1, 20«##» through September 30, 20«##», BPA shall support «Customer Name»'s Specified Resource(s) listed in section 2.3.6.1 below with DFS in accordance with section 2.3.1 below. «Customer Name» shall apply such resource(s) to serve «Customer Name»'s Total Retail Load and provide BPA with any necessary information concerning such resource(s) in accordance with sections 2.3.2, 2.3.3, and 2.3.4 below. BPA shall charge for DFS in accordance with section 2.3.5 below and shall update the tables in section 2.3.6 below.~~

~~2.3.1 — BPA's Obligations~~

~~On an hourly basis BPA shall make available power to «Customer Name» to serve «Customer Name»'s Total Retail Load to meet variations between the amounts generated by the Specified Resource(s) listed in section 2.3.6.1 below and the hourly average planned amounts listed in section 2.3.6.2 below. Generated amounts are the amounts measured by the meters on the resource(s) listed in section 2.3.6.1 below in accordance with section 2.3.2 below, unless a resource listed in section 2.3.6.1 below is scheduled to «Customer Name»'s Total Retail Load, in which case such generated amounts are the amounts scheduled pursuant to Exhibit F. BPA shall provide and «Customer Name» shall purchase Transmission Scheduling Service in accordance with Exhibit F.~~

~~In the event that BPA proposes to adopt a rate schedule for a portfolio application of DFS to multiple «Customer Name» resource(s) then BPA shall, upon establishing such rate schedule, propose amendments to subsections of this exhibit as necessary to implement the rate schedule.~~

~~2.3.2 — Operational Requirements~~

~~For purposes of this section 2, "Operating Minimum" means the lowest level of power generation that is established in section 2.3.6.2 below as~~

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~~the minimum hourly power delivery amount when the resource is operating. Such Operating Minimum may be zero (0) pursuant to section 2.3.6.2.~~

~~**Drafter's Note:** List the resource(s) that the customer purchases DFS for that do not qualify for the small resource exception. State "None at this time." in the table below under the "Resource Name" column if this section does not apply. The resource(s) listed here must also be listed in section 2.3.6.1 below.~~

~~**2.3.2.1 Operational Requirements for Resource(s) without Small Resource Exception**~~

~~This section 2.3.2.1 applies to the following Specified Resource(s):~~

Resource Name	Purchase Period

~~«Customer Name» shall apply the output from the Specified Resource(s) identified in section 2.3.6.1 and which are listed above, as such output is generated, to serve «Customer Name»'s Total Retail Load. If «Customer Name» does not apply at least each individual resource's Operating Minimum as set forth in section 2.3.6.2 below for the applicable hour(s) from the Specified Resource(s) listed in the table above, then «Customer Name» shall provide replacement power from another source to serve its Total Retail Load in accordance with section 2.3.2.1.1 below. If «Customer Name» does not meet these conditions, then «Customer Name» shall pay an Unauthorized Increase Charge in accordance with BPA's Wholesale Power Rate Schedules and GRSPs.~~

~~**2.3.2.1.1 Scheduling Replacement Power**~~

~~«Customer Name» shall provide replacement power for service to its Total Retail Load. Such replacement power amounts shall equal the difference between the amount being generated by the Specified Resource(s) listed above in section 2.3.2.1 and the hourly average planned amounts of power listed in section 2.3.6.2 below for the applicable resource(s) and hour(s) rounded down and expressed as the nearest whole megawatt.~~

~~**2.3.2.1.2 Planned Outages**~~

~~By October 31 of each Rate Case Year, «Customer Name» may notify BPA of daily amounts of planned outages during the upcoming Rate Period~~

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for each of the Specified Resource(s) listed in section 2.3.2.1 above. BPA will use such information when establishing the Operating Minimums, planned amounts, and hourly average planned amounts under section 2.3.6.2 below for the applicable resource(s), with differentiated amounts for days with and without planned outages. In accordance with BPA's Wholesale Power Rate Schedules and GRSPs, during days with planned outages «Customer Name» shall receive no value under the Resource Shaping Charge Adjustment when a resource provides output beyond the planned amounts in section 2.3.6.2 below for such resource.

Six weeks prior to the start of a month with a planned outage, «Customer Name» may request that BPA shift the days for the planned outage by changing the outage's start date. BPA is not obligated to make such change but BPA will evaluate «Customer Name»'s request and shall notify «Customer Name» within five Business Days if it is acceptable to BPA for «Customer Name» to make the change requested.

~~**Drafter's Note:** List resource(s) customer purchases DFS for that qualify for the small resource exception. State "None at this time." in the table below under the "Resource Name" column if this section does not apply. The DFS Small Resource Exception is applicable if BPA determines that the customer does not have the means or ability to provide non federal reserves as replacement power during full or partial outages, or if BPA determines that providing such exception will not create opportunities for arbitrage. BPA may also use the following provision in other circumstances such as if BPA decides that the administrative cost savings outweigh the benefit of requiring replacement power and greater notice for planned outages. This section is for small resource(s) (less than 10 MW nameplate capability) that are also located within customer's distribution system and not required to have a transmission schedule. The Small Resource Exception is determined on a case by case basis by the Power Decision Team (PDT). The resource(s) listed in the section below must also be listed in section 2.3.6.1 below.~~

~~2.3.2.2~~ **Operational Requirements for Resource(s) with Small Resource Exception**

~~This section applies to the following Specified Resource(s) with the small resource exception:~~

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Resource Name	Purchase Period

«Customer Name» shall apply the output from the Specified Resource(s) identified in section 2.3.6.1 and which are listed in the table above, as such output is generated, to serve «Customer Name»'s Total Retail Load. If «Customer Name» does not apply at least each individual resource's Operating Minimum as set forth in section 2.3.6.2 below for the applicable hour(s) from the Specified Resource(s) listed in the table above, then «Customer Name» shall manage outages in accordance with section 2.3.2.2.1 below. If «Customer Name» complies with the requirements of this section 2.3.2.2 and applies all power from the resource(s) listed in the table above to «Customer Name»'s Total Retail Load, then the difference between the amounts provided by such resource(s) and the hourly average planned amounts in section 2.3.6.2 below for such resource(s) will not be subject to the Unauthorized Increase Charge in accordance with BPA's Wholesale Power Rate Schedules and GRSPs.

Option 1: Include the following language for customers who purchase DFS & FORS.

~~2.3.2.2.1~~ **Outages and FORS for Resource(s) with Small Resource Exception**
For any Specified Resource(s) listed in section 2.3.2.2 above, «Customer Name» shall notify BPA of any full or partial planned outages at least one month in advance of such outages, and shall provide BPA with the start/end dates of the outages and the expected generation amounts for each daily HLH and LLH period.

The following criteria outline when «Customer Name» is or is not required to purchase FORS:

- (1) If BPA agrees that an outage on «Customer Name»'s resource with a small resource exception could not be planned one month in advance, then «Customer Name» shall request FORS energy to cover any such outages. «Customer Name» may request FORS energy in accordance with section 2.4.4 below. However:

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~~(A) «Customer Name» shall not be required to purchase FORS energy for any monthly diurnal period during which a resource with the small resource exception has an Operating Minimum, as set forth in section 2.3.6.2 below, equal to zero.~~

~~(B) «Customer Name» shall purchase FORS for any monthly diurnal period during which a resource with the small resource exception has an Operating Minimum, as set forth in section 2.3.6.2 below, greater than zero.~~

~~(2) If «Customer Name» is purchasing FORS and BPA was not notified of a planned outage, then «Customer Name» shall request FORS energy in accordance with section 2.4.4 below.~~

~~End Option 1.~~

Option 2: Include the following language for customers who purchase DFS, BUT NOT FORS.

2.3.2.2.1 Outages and FORS for Resource(s) with Small Resource Exception

~~For any Specified Resource(s) listed in section 2.3.2.2 above, «Customer Name» shall notify BPA of any full or partial planned outages at least one month in advance of such outages, and shall provide BPA with the start/end dates of the outages and the expected generation amounts for each daily HLH and LLH period.~~

~~The following criteria outline when «Customer Name» is or is not required to purchase FORS:~~

~~(1) If BPA agrees that an outage on «Customer Name»'s resource with a small resource exception could not be planned one month in advance, then «Customer Name» shall request FORS energy to cover any such outages. «Customer Name» may request FORS energy. However:~~

~~(A) «Customer Name» shall not be required to purchase FORS energy for any monthly diurnal period during which a~~

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~~resource with the small resource exception has an Operating Minimum, as set forth in section 2.3.6.2 below, equal to zero.~~

~~(B) «Customer Name» shall purchase FORS for any monthly diurnal period during which a resource with the small resource exception has an Operating Minimum, as set forth in section 2.3.6.2 below, greater than zero.~~

~~(2) If «Customer Name» is purchasing FORS and BPA was not notified of a planned outage, then «Customer Name» shall request FORS energy.~~

~~End Option 2.~~

~~2.3.3 Information Requirements~~

~~«Customer Name» shall provide BPA with hourly meter data from the Specified Resource(s) listed in section 2.3.6.1 below in accordance with section 17.3 of the body of this Agreement. If «Customer Name» installs or upgrades a meter to meet such requirement, then «Customer Name» shall pay for any costs or related services attributable to the new or upgraded meters. If any of the resource(s) listed below in section 2.3.6.1 are scheduled to «Customer Name»'s Total Retail Load or BPA's Balancing Authority Area, then «Customer Name» shall provide hourly generation forecast data and schedule data to BPA for such resource(s) in accordance with Exhibit F.~~

~~By October 31 of each Rate Case Year, «Customer Name» shall also provide BPA (in a format determined by BPA) with the resource information, including planned outages and historical and forecast resource data, that BPA determines is necessary to provide DFS.~~

~~*Sub Option 1: Include the following language if customer is entirely by directly connected load:*~~

~~2.3.4 Delivery Requirements~~

~~«Customer Name» shall deliver power associated with the Specified Resource(s) listed below in section 2.3.6.1 in accordance with sections 2.3.4.1 and 2.3.4.2 below. BPA shall have no obligation for any costs or related services attributable to «Customer Name»'s acquisition of such firm or non firm transmission. For all subsections under this section, if «Customer Name»'s use of non firm transmission results in an Unauthorized Increase Charge, then BPA shall assess «Customer Name» such Unauthorized Increase Charge.~~

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~~2.3.4.1 Resource(s) Located Inside BPA's Balancing Authority Area~~

~~If any of the Specified Resources listed in section 2.3.6.1 are located inside of BPA's Balancing Authority Area, then «Customer Name» shall deliver power from such resource(s) to «Customer Name's Total Retail Load on non-firm or firm transmission.~~

~~2.3.4.2 Resource(s) Located Outside BPA's Balancing Authority Area~~

~~If any of the Specified Resources listed in section 2.3.6.1 are biogas, biomass, geothermal, small hydro (nameplate capability less than or equal to ten megawatts), landfill gas, ocean, solar, or wind resource(s), and if they are located outside of BPA's Balancing Authority Area, then «Customer Name» shall deliver power from such resource(s) to «Customer Name's Total Retail Load on non-firm or firm transmission. Power from other Specified Resource(s) listed in section 2.3.6.1 that are located outside of BPA's Balancing Authority Area shall be delivered to «Customer Name's Total Retail Load on firm transmission.~~

~~End Sub Option 1.~~

~~**Sub-Option 2:** Include the following language if customer is served entirely by Transfer Service:~~

~~**Reviewer's Note:** An agreed-upon plan of service is a required condition prior to March 31 of the year following the customer's election to purchase DFS.~~

~~2.3.4 Delivery Requirements~~

~~For each Specified Resource listed in section 2.3.6.1 below, Power Services and «Customer Name» agree to develop by March 31 of the year following «Customer Name's election to purchase DFS, a plan of service to enable delivery of power to load that best fits the challenges of each Specified Resource. Such challenges include but are not limited to the existing circumstances of transmission constraints. If the Parties do not develop a plan by the March 31 deadline, and cannot mutually agree to a revised deadline for completion of the plan of service, then BPA's obligation to sell and «Customer Name's obligation to purchase DFS will expire and «Customer Name» shall meet its Above RHHM Load with power in both a Flat Annual Shape and Flat Within Month Shape or an alternative approach mutually agreed to by the Parties. Once the plan of service is established, the Parties may periodically reevaluate what constitutes the best plan of service and revise it accordingly. In any such plan of service, the power from the Specified Resource(s) shall be delivered on firm transmission.~~

~~End Sub Option 2.~~

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~~**Sub Option 3:** Include the following language if customer has load served by Transfer Service AND directly connected load.~~

~~**Reviewer's Note:** An agreed upon plan of service is a required condition prior to March 31 of the year following the customer's election to purchase DFS if that DFS is for a resource serving load served by Transfer Service.~~

~~2.3.4 Delivery Requirements~~

~~For purposes of this section, the delivery requirements for each Specified Resource listed in section 2.3.6.1 depend on whether or not the resource serves load for which BPA provides Transfer Service. The load that each resource serves is identified in the table in section (x.x) of this exhibit, Baseline Delivery Percentages and Amounts.~~

~~2.3.4.1 Delivery Requirements for Resource(s) Serving Directly Connected Load~~

~~For each Specified Resource that will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service, «Customer Name» shall deliver power associated with DFS for such resource(s) in accordance with sections 2.3.4.1.1 and 2.3.4.1.2 below. BPA shall have no obligation for any costs or related services attributable to «Customer Name's» acquisition of such firm or non firm transmission. For all subsections under this section, if «Customer Name's» use of non firm transmission results in an Unauthorized Increase Charge, then BPA shall assess «Customer Name» such Unauthorized Increase Charge.~~

~~2.3.4.1.1 Resource(s) Located Inside BPA's Balancing Authority Area~~

~~If any of the Specified Resources listed in section 2.3.6.1 are located inside of BPA's Balancing Authority Area and will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service, then «Customer Name» shall deliver power from such resource(s) to «Customer Name's» Total Retail Load on non firm or firm transmission.~~

~~2.3.4.1.2 Resource(s) Located Outside BPA's Balancing Authority Area~~

~~If any of the Specified Resources listed in section 2.3.6.1 are biogas, biomass, geothermal, small hydro (nameplate capability less than or equal to ten megawatts), landfill gas, ocean, solar,~~

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or wind resource(s), and if they are located outside of BPA's Balancing Authority Area and will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service, then «Customer Name» shall deliver power from such resource(s) to «Customer Name»'s Total Retail Load on non firm or firm transmission. Power from other Specified Resource(s) listed in section 2.3.6.1 that are located outside of BPA's Balancing Authority Area and will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service shall be delivered to «Customer Name»'s Total Retail Load on firm transmission.

~~2.3.4.2~~ **Delivery Requirements for Resource(s) Serving Transfer Service Load**

For each Specified Resource listed in section 2.3.6.1 that will serve load for which Power Services provides Transfer Service, Power Services and «Customer Name» agree to develop, by March 31 of the year following «Customer Name»'s election to purchase DFS, a plan of service to enable delivery of power to load that best fits the challenges of each Specified Resource. Such challenges include but are not limited to the existing circumstances of transmission constraints. If the Parties do not develop a plan by the March 31 deadline, and cannot mutually agree to a revised deadline for completion of the plan of service, then BPA's obligation to sell and «Customer Name»'s obligation to purchase DFS will expire and «Customer Name» shall meet its Above-RHWM Load with power in both a Flat Annual Shape and Flat Within Month Shape or an alternative approach mutually agreed to by the Parties. Once the plan of service is established, the Parties may periodically reevaluate what constitutes the best plan of service and revise it accordingly. Any such plan of service shall address the following obligation: the power from the Specified Resource(s) listed in section 2.3.6.1 that serves load for which Power Services provides Transfer Service shall be delivered on firm transmission.

End Sub Option 3.

~~2.3.5~~ **DFS Rates and Charges**

BPA shall charge «Customer Name» for DFS on «Customer Name»'s monthly bill sent in accordance with section 16 of this Agreement, as follows:

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~~2.3.5.1 DFS Capacity Charge~~

~~Each month «Customer Name» shall be assessed a charge for the capacity associated with DFS. BPA shall calculate such monthly charge by: (1) using hourly data from each of the resource(s) listed in section 2.3.6.1 below, and (2) BPA's Demand Rate as established in BPA's Wholesale Power Rate Schedules and GRSPs, and the associated methodology established in the 7(i) Process. Such monthly capacity charge shall be listed in section 2.3.6.3 below.~~

~~2.3.5.2 DFS Energy Rate~~

~~Each month «Customer Name» shall be assessed a charge for the energy associated with DFS as established in BPA's Wholesale Power Rate Schedules and GRSPs. Such DFS energy rate shall be listed in section 2.3.6.3 below.~~

~~2.3.5.3 Resource Shaping Charge and Adjustment~~

~~Each month «Customer Name» shall be charged the Resource Shaping Charge and the Resource Shaping Charge Adjustment as established in BPA's Wholesale Power Rate Schedules and GRSPs. Such Resource Shaping Charge shall be listed in section 2.3.6.3 below.~~

~~2.3.5.4 Exception for Small Amounts of Resource(s) in Excess of Above RHWM Load~~

~~The Resource Shaping Charge and related DFS rates and charges shall also apply to the amount of resource(s) if, at the time «Customer Name» elects DFS for such resource(s), the sum of such resource(s) and «Customer Name's other Dedicated Resource(s) serving Above RHWM Load and power purchased at Tier 2 Rates is forecasted to be less than 1 average megawatt greater than «Customer Name's Above RHWM Load for the first year «Customer Name» applies the resource(s) to serve Above RHWM Load.~~

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~~Reviewer's Note:~~ See applicable GRSPs for information on possible DFS pricing methodology.

~~2.3.6 Applicable Resource(s), Amounts, and Charges~~

~~2.3.6.1 List of Specified Resource(s)~~

~~Drafter's Note:~~ Add a row to the table below for each resource.

Resource Name	Resource Balancing Authority Area Location	Resource Transmission

~~2.3.6.2 Monthly Operating Minimums, Planned Amounts, and Hourly Average Planned Amounts by Resource~~

~~In consultation with «Customer Name» BPA shall determine the monthly and Diurnal Operating Minimums, planned amounts, and hourly average planned amounts for each of the resource(s) listed above in section 2.3.6.1, using resource specific information including equipment specifications, fuel type, fuel availability, resource location, and age of equipment. By September 30 of each Rate Case Year, BPA shall update such resource(s) amounts in the tables below.~~

~~(1) Operating Minimums Table(s)~~

~~Drafter's Note:~~ Include the Operating Minimum, planned amounts, and hourly average planned amounts in tables below for each resource listed in section 2.3.6.1 above. Only include years that pertain to the Purchase Period that a customer begins electing DFS for the resource(s).

«RESOURCE NAME»'S OPERATING MINIMUMS												
-	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Rate Period Year 1 (FY 20«###»)												
HLH MW												
LLH MW												
Rate Period Year 2 (FY 20«###»)												
HLH MW												
LLH MW												
Note: For this table only, the amounts in the table above shall be rounded down to the nearest whole megawatt.												

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~~(2) —Planned Amounts Table(s)~~

«RESOURCE NAME»’S PLANNED AMOUNTS													
-	Oet	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Rate Period Year 1 (FY 20«###»)													
HLH MW/h													
LLH MW/h													
Total MW/h													
Rate Period Year 2 (FY 20«###»)													
HLH MW/h													
LLH MW/h													
Total MW/h													
Notes: Fill in the table above with megawatt-hours rounded to whole megawatt-hours and annual Average Megawatts rounded to three decimal places.													

~~(3) —Hourly Average Planned Amounts Table(s)~~

«RESOURCE NAME»’S HOURLY AVERAGE PLANNED AMOUNTS													
-	Oet	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Rate Period Year 1 (FY 20«###»)													
HLH MW/h													
LLH MW/h													
Rate Period Year 2 (FY 20«###»)													
HLH MW/h													
LLH MW/h													
Note: For this table only, the amounts in the table above shall be rounded down to the nearest whole megawatt.													

~~2.3.6.3 —DFS Charges and Rates~~

~~By September 30 of each Rate Case Year, BPA shall update the tables below with the DFS capacity charge, DFS energy rate, and Resource Shaping Charge as established in each rate case and in accordance with sections 2.3.5.1, 2.3.5.2, and 2.3.5.3 above, for the upcoming Rate Period.~~

~~**Drafter’s Note:** Include one DFS Capacity Charge table and one DFS Energy Rate table if the resources are priced together in a portfolio. Otherwise include a DFS Capacity Charge table and DFS Energy Rate table for each resource listed in section 2.3.6.1 above. If listing tables by resource, then also~~

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add the name of the resource(s) to the title of the table (use the tables in section 2.3.6.2 as an example.)

DFS CAPACITY CHARGE	
Rate Period	\$/month
2012 – 2013	-
2014 – 2015	-
2016 – 2017	-
2018 – 2019	-
2020 – 2021	-
2022 – 2023	-
2024 – 2025	-
2026 – 2027	-
2028	-

DFS ENERGY RATE	
Rate Period	\$/MWh
2012 – 2013	-
2014 – 2015	-
2016 – 2017	-
2018 – 2019	-
2020 – 2021	-
2022 – 2023	-
2024 – 2025	-
2026 – 2027	-
2028	-

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RESOURCE SHAPING CHARGE	
Rate Period	\$/month
2012 – 2013	
2014 – 2015	
2016 – 2017	
2018 – 2019	
2020 – 2021	
2022 – 2023	
2024 – 2025	
2026 – 2027	
2028	

~~End Option 1.~~

~~**Option 2:** Include the following version if customer does NOT purchase DFS but DOES purchase FORS or SCS.~~

~~**2.3 Diurnal Flattening Service (DFS)**~~

~~«Customer Name» has chosen not to purchase DFS.~~

~~**Option 1:** Include the following version if customer purchases FORS.~~

~~**2.4 Forced Outage Reserve Service (FORS)**~~

~~From «Month» 1, 20«###» through September 30, 20«###», BPA shall provide power to serve «Customer Name»'s Total Retail Load during a Forced Outage of «Customer Name»'s Specified Resource(s), listed in section 2.4.5.1 below, in amounts in accordance with section 2.4.2 below. «Customer Name» shall deliver such resource(s) in accordance with section 2.4.1 below and pay BPA for FORS in accordance with section 2.4.3. «Customer Name»'s request for FORS shall meet the conditions in section 2.4.4.~~

~~**Reviewer's Note:** Customers may have further refinements to their Forced Outage definition below based on their resource's particular characteristics, the transmission arrangements to their points of integration, potential non-transmission assets, and whether the resource is within the customer's distribution system or scheduled to load.~~

~~For purposes of this section 2.4, "Forced Outage" means loss of generation as a result of: (1) unit tripping, due to a failure to start or unplanned tripping; (2) failure on the generation integration facilities between the generator and the transmission system into which the generator is integrated; or (3) internal plant equipment problems.~~

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~~***Sub Option 1:** Include the following language if customer is NOT served by Transfer Service:*~~

~~**2.4.1—Delivery Requirements**~~

~~«Customer Name» shall deliver power from the Specified Resource(s) listed below in section 2.4.5.1 in accordance with sections 2.4.1.1 and 2.4.1.2 below. BPA shall have no obligation for any costs or related services attributable to «Customer Name»'s acquisition of firm or non-firm transmission. For all subsections under this section, if «Customer Name»'s use of non-firm transmission results in an Unauthorized Increase Charge, then BPA shall assess «Customer Name» such Unauthorized Increase Charge.~~

~~**2.4.1.1—Resource(s) Located Inside BPA's Balancing Authority Area**~~

~~If any of the Specified Resources listed in section 2.4.5.1 are located inside of BPA's Balancing Authority Area, then «Customer Name» shall deliver power from such resource(s) to «Customer Name»'s Total Retail Load on non-firm or firm transmission.~~

~~**2.4.1.2—Resource(s) Located Outside BPA's Balancing Authority Area**~~

~~If any of the Specified Resources listed in section 2.4.5.1 below are biogas, biomass, geothermal, small hydro (nameplate capability less than or equal to ten megawatts), landfill gas, ocean, solar, or wind resource(s), and if they are located outside of BPA's Balancing Authority Area, then «Customer Name» shall deliver power from such resource(s) to «Customer Name»'s Total Retail Load on non-firm or firm transmission. Other Specified Resources listed in section 2.4.5.1 that are located outside of BPA's Balancing Authority Area shall be delivered to «Customer Name»'s Total Retail Load on firm transmission.~~

~~*End Sub Option 1.*~~

~~***Sub Option 2:** Include the following language if customer is served entirely by Transfer Service:*~~

~~***Reviewer's Note:** An agreed-upon plan of service is a required condition prior to March 31 of the year following the customer's election to purchase FORS.*~~

~~**2.4.1—Delivery Requirements**~~

~~For each Specified Resource listed in section 2.4.5.1 below, Power Services and «Customer Name» agree to develop by March 31 of the year following «Customer Name»'s election to purchase FORS, a plan of service to enable delivery of power to load that best fits the challenges of each Specified Resource. Such challenges include but are not limited to the existing circumstances of transmission~~

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constraints. If the Parties do not develop a plan by the March 31 deadline, and cannot mutually agree to a revised deadline for completion of the plan of service, then BPA's obligation to sell and «Customer Name's» obligation to purchase FORS will expire and «Customer Name» shall meet its Above RHWL Load with power in both a Flat Annual Shape and Flat Within Month Shape or an alternative approach mutually agreed to by the Parties. Once the plan of service is established, the Parties may periodically reevaluate what constitutes the best plan of service and revise it accordingly. In any such plan of service, the power from the Specified Resource(s) shall be delivered on firm transmission.
~~End Sub Option 2.~~

~~**Sub Option 3:** Include the following language if customer is served by Transfer Service AND with directly connected load.~~

~~**Reviewer's Note:** An agreed upon plan of service is a required condition prior to March 31 of the year following the customer's election to purchase FORS if that FORS is for a resource serving load served by Transfer Service.~~

~~2.4.1 Delivery Requirements~~

For purposes of this section, the delivery requirements for each Specified Resource depend on whether or not the resource serves load for which BPA provides Transfer Service. The load that each resource serves is identified in the table in section «x.x» of this exhibit, Baseline Delivery Percentages and Amounts.

~~2.4.1.1 Delivery Requirements for Resource(s) Serving Directly Connected Load~~

For each Specified Resource listed in section 2.4.5.1 that will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service, «Customer Name» shall deliver power associated with the FORS for such resource(s) in accordance with sections 2.4.1.1.2 and 2.4.1.1.2 below. BPA shall have no obligation for any costs or related services attributable to «Customer Name's» acquisition of such firm or non firm transmission. For all subsections under this section, if «Customer Name's» use of non firm transmission results in an Unauthorized Increase Charge, then BPA shall assess «Customer Name» such Unauthorized Increase Charge.

~~2.4.1.1.1 Resource(s) Located Inside BPA's Balancing Authority Area~~

If any of the Specified Resources listed in section 2.4.5.1 are located inside of BPA's Balancing Authority Area and will serve load that is directly connected to the BPA transmission

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system and for which Power Services does not provide Transfer Service, then «Customer Name» shall deliver power from such resource(s) to «Customer Name»'s Total Retail Load on non firm or firm transmission.

~~2.4.1.1.2 Resource(s) Located Outside BPA's Balancing Authority Area~~

If any of the Specified Resources listed in section 2.4.5.1 are biogas, biomass, geothermal, small hydro (nameplate capability less than or equal to ten megawatts), landfill gas, ocean, solar, or wind resource(s), and if they are located outside of BPA's Balancing Authority Area and will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service, then «Customer Name» shall deliver power from such resource(s) to «Customer Name»'s Total Retail Load on non firm or firm transmission. Power from other Specified Resources listed in section 2.4.5.1 that are located outside of BPA's Balancing Authority Area and will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service shall be delivered to «Customer Name»'s Total Retail Load on firm transmission.

~~2.4.1.2 Delivery Requirements for Resources Serving Transfer Load~~

For each Specified Resource that will serve load for which Power Services provides Transfer Service and that is listed in section 2.4.5.1 below, Power Services and «Customer Name» agree to develop by March 31 of the year following «Customer Name»'s election to purchase FORS, a plan of service to enable delivery of power to load that best fits the challenges of each Specified Resource. Such challenges include but are not limited to the existing circumstances of transmission constraints. If the Parties do not develop a plan by the March 31 deadline, and cannot mutually agree to a revised deadline for completion of the plan of service, then BPA's obligation to sell and «Customer Name»'s obligation to purchase FORS will expire and «Customer Name» shall meet its Above RHHM Load with power in both a Flat Annual Shape and Flat Within Month Shape or an alternative approach mutually agreed to by the Parties. Once the plan of service is established, the Parties may periodically reevaluate

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~~what constitutes the best plan of service and revise it accordingly. Any such plan of service shall address the following obligation: the power from the Specified Resource(s) listed in section 2.4.5.1 that serves load for which Power Services provides Transfer Service shall be delivered on firm transmission.~~

~~End Sub Option 3.~~

~~2.4.2 – Limits of Power Provided Under FORS~~

~~2.4.2.1 – Hourly Limits~~

~~Subject to the limits in section 2.4.2.2, BPA shall provide power to «Customer Name»'s Total Retail Load during a Forced Outage of a Specified Resource listed below in section 2.4.5.1 equal to the lesser of: (1) the megawatt amounts «Customer Name» requests from BPA in accordance with section 2.4.4 below, or (2) the megawatt amounts listed in either: (A) section 2 of Exhibit A for the applicable resource and the applicable Diurnal period if the resource is not being supported with DFS from BPA, or (B) the hourly average planned amounts listed in section 2.3.6.2 of this Exhibit for the applicable resource and the applicable Diurnal period if the resource is being supported with DFS from BPA.~~

~~2.4.2.2 – Annual and Purchase Period Limits~~

~~During any Fiscal Year, «Customer Name» shall be limited to a maximum of the megawatt hour amounts of FORS listed in section 2.4.5.2 below for the applicable resource(s) and Fiscal Year. During any Purchase Period, «Customer Name» shall be limited to the megawatt hour amounts of FORS listed in section 2.4.5.2 for the applicable resource(s) and Purchase Period.~~

~~2.4.2.3 – Increasing Annual and Purchase Period Limits~~

~~«Customer Name» may request that BPA increase the amount of megawatt hours of FORS provided during any given Fiscal Year or Purchase Period. BPA is not obligated to increase such amounts but shall evaluate «Customer Name»'s request and propose an adjustment to the fees in section 2.4.5.3 for the request. If the proposed request is acceptable to BPA, and «Customer Name» agrees to the proposed fees, then the Parties shall revise the megawatt hour limits and fees in section 2.4.5.2 within 15 Business Days of «Customer Name»'s request.~~

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~~2.4.3 – FORS Charges~~

~~«Customer Name» shall pay a capacity charge each month to BPA as established in BPA's Wholesale Power Rate Schedules and GRSPs for each Rate Period for such service. By September 30 of each Rate Case Year, BPA shall calculate the applicable FORS charges and update the table in section 2.4.5.3 below with the monthly capacity charge. «Customer Name» shall also pay for any energy provided under FORS in accordance with BPA's Wholesale Power Rate Schedules and GRSPs.~~

~~*Reviewer's Note: See applicable GRSPs for information on possible FORS pricing methodology.*~~

~~2.4.4 – Additional «Customer Name» Obligations~~

~~The following section 2.4.4.1 does not apply if «Customer Name»'s resource(s) meets the criteria for an exception in section 2.4.4.2 below.~~

~~*Sub-Option 1: Include the following language if Customer is NOT purchasing Transmission Scheduling Service (TSS).*~~

~~2.4.4.1 – Requesting FORS~~

~~«Customer Name» shall use the Integrated Scheduling, Allocation, and After the fact Calculation (ISAAC) Portal, or other method BPA provides to «Customer Name» in writing, for the following FORS related transactions:~~

~~(1) «Customer Name» shall notify BPA of «Customer Name»'s request to take FORS, the amounts of FORS «Customer Name» is requesting, and the expected duration of the Forced Outage, no later than 30 minutes prior to the hour of delivery;~~

~~(2) «Customer Name» shall notify BPA of any changes to the information provided pursuant to section 2.4.4.1(1) above no later than 30 minutes prior to the hour of delivery; and~~

~~*End Sub-Option 1.*~~

~~*Sub-Option 2: Include the following language if Customer is purchasing TSS.*~~

~~2.4.4.1 – Requesting FORS~~

~~«Customer Name» shall use the Integrated Scheduling, Allocation, and After the fact Calculation (ISAAC) Portal, or other method BPA provides to «Customer Name» in writing, for the following FORS related transactions:~~

~~(1) «Customer Name» shall notify BPA of «Customer Name»'s request to take FORS, the amounts of FORS «Customer Name» is requesting, and the expected~~

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~~duration of the Forced Outage, no later than 45 minutes prior to the hour of delivery;~~

~~(2) «Customer Name» shall notify BPA of any changes to the information provided pursuant to section 2.4.4.1(1) above no later than 45 minutes prior to the hour of delivery; and
End Sub Option 2;~~

~~(3) «Customer Name» shall notify and report the following information to BPA within four Business Days after the end of the month in which «Customer Name» requested FORS for one or more Forced Outages: the monthly amounts of FORS taken; the duration of each Forced Outage; and the cause of each Forced Outage;~~

~~Sub Option 1: Include the following language if customer is NOT served by Transfer Service;~~

~~2.4.4.2 Exception to Requesting FORS~~

~~If the Operating Minimum for a resource listed in section 2.3.6.2 is zero for any given monthly diurnal period, then «Customer Name» shall not be required to notify BPA of a Forced Outage for that resource for such monthly diurnal period.~~

~~If the Operating Minimum for a resource listed in section 2.3.6.2 is greater than zero for any given monthly diurnal period, and if the same resource listed in section 2.4.5.1 below has all of the following attributes: (1) a nameplate capability less than ten megawatts, (2) is not required to have schedules with e tags, (3) is located inside BPA's Balancing Authority Area, and (4) is located within «Customer Name's» distribution system; then «Customer Name» is not required to immediately notify the Power Services (PS) duty scheduler of «Customer Name's» request to take FORS for such resource in accordance with section 2.4.4.1 above. Instead, for any such resource, «Customer Name» shall:~~

~~(A) call the PS after the fact scheduler at 503 230 3949 (or such other number or method BPA provides to «Customer Name» in writing) to notify the after the fact scheduler that a Forced Outage has occurred, state the day and hour the Forced Outage began and ended (or the expected duration of such outage if it has not yet ended), and state the amounts of FORS taken during such outage (or the expected amounts of such FORS~~

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that may be taken if it has not yet ended), prior to the end of the first full Business Day that follows the start of such Forced Outage;

(B) call the PS after the fact scheduler at 503-230-3949 (or such other number or method BPA provides to «Customer Name» in writing) to notify the after the fact scheduler of any changes to the information provided to the PS after the fact scheduler pursuant to section 2.4.4.2(A) prior to the end of the first full Business Day that follows the start of any such changes; and

(C) notify and report Forced Outages to BPA in accordance with section 2.4.4.1(3) above.
End Sub Option 1.

***Sub Option 2:** Include the following language if customer is served by Transfer Service:*

2.4.4.2 Exception to Requesting FORS

If the Operating Minimum for a resource listed in section 2.3.6.2 is zero for any given monthly diurnal period, then «Customer Name» shall not be required to notify BPA of a Forced Outage for that resource for such monthly diurnal period.

If the Operating Minimum for a resource listed in section 2.3.6.2 is greater than zero for any given monthly diurnal period, then the following applies:

(1) If «Customer Name» chooses to follow the after the fact notification procedures in this section, then BPA shall bill «Customer Name» for any incurred energy imbalance charges or costs that result from «Customer Name»'s Forced Outage.

(2) If any of the Specified Resources listed in section 2.4.5.1 below have all of the following attributes: (A) a nameplate capability less than ten megawatts, (B) is not required to have schedules with e tags, and (C) is located within «Customer Name»'s distribution system; then «Customer Name» shall either immediately notify the PS duty scheduler of «Customer Name»'s request to take FORS for such resource in accordance with section 2.4.4.1 above or «Customer Name» may meet the following after the fact notification procedures:

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~~(i) — call the PS after the fact scheduler at 503-230-3949 (or such other number or method BPA provides to «Customer Name» in writing) to notify the after the fact scheduler that a Forced Outage has occurred, state the day and hour the Forced Outage began and ended (or the expected duration of such outage if it has not yet ended), and state the amounts of FORS taken during such outage, prior to the end of the first full Business Day that follows the start of such Forced Outage;~~

~~(ii) — call the PS after the fact scheduler at 503-230-3949 (or such other number or method BPA provides to «Customer Name» in writing) to notify the after the fact scheduler of any changes to the information provided to the PS after the fact scheduler pursuant to section 2.4.4.2(2) prior to the end of the first full Business Day that follows the start of any such changes; and~~

~~(iii) — notify and report Forced Outages to BPA in accordance with section 2.4.4.1(3) above;~~

~~End Sub Option 2;~~

~~2.4.4.3 — Information Requirements~~

~~«Customer Name» shall provide BPA with hourly meter data from the Specified Resource(s) listed in section 2.4.5.1 below in accordance with section 17.3 of the body of this Agreement. If «Customer Name» installs or upgrades a meter to meet such requirement, then «Customer Name» shall pay for any costs or related services attributable to the new or upgraded meters. If any of the Specified Resources listed below in section 2.4.5.1 are scheduled to «Customer Name»'s Total Retail Load, then «Customer Name» shall provide hourly generation forecast data and schedule data to BPA for such resource in accordance with Exhibit F.~~

~~By October 31 of each Rate Case Year, «Customer Name» shall also provide BPA (in a format determined by BPA) with the resource information, including historical and forecast resource data and planned outages, that BPA determines is necessary to provide FORS.~~

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~~2.4.5—Applicable Resources, Limits, and Charges~~

~~2.4.5.1—List of Specified Resource(s)~~

~~*Drafter's Note: Add a row to the table below for each resource.*~~

Resource Name	Resource Balancing Authority Area Location	Resource Transmission

~~2.4.5.2—Annual and Purchase Period Limits by Resource~~

~~By September 30 of each Rate Case Year, BPA shall update the tables below with the annual limits for each resource listed above in section 2.4.5.1 for the upcoming Rate Period. By September 30 prior to the beginning of the first Rate Period in a Purchase Period, BPA shall update the tables below with the Purchase Period limits for each resource listed above in section 2.4.5.1 for the upcoming Purchase Period.~~

~~(1)—Annual MWh Limits Table(s)~~

~~*Drafter's Note: Include the Annual MWh Limit and Purchase Period Limit tables below for each resource listed in section 2.4.5.1 above. If the resource has Operating Minimums of zero for the entire year, use "N/A" for the annual limit only.*~~

«RESOURCE NAME»'S ANNUAL MWH LIMITS			
FY	MWh	FY	MWh
2012	-	2021	-
2013	-	2022	-
2014	-	2023	-
2015	-	2024	-
2016	-	2025	-
2017	-	2026	-
2018	-	2027	-
2019	-	2028	-
2020	-		-
Note: The amounts in the table above should be rounded to whole megawatt-hours.			

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~~(2) — Purchase Period MWh Limits Table(s)~~

«RESOURCE NAME»'S PURCHASE PERIOD MWH LIMITS	
Purchase Period	MWh
FY 2012 – FY 2014	
FY 2015 – FY 2019	
FY 2020 – FY 2024	
FY 2025 – FY 2028	
Note: The amounts in the table above should be rounded to whole megawatt-hours.	

~~2.4.5.3 — FORS Capacity Charge~~

~~BPA shall update the table below pursuant to section 2.4.3 above.~~

FORS CAPACITY CHARGE	
Rate Period	\$/month
2012 – 2013	-
2014 – 2015	-
2016 – 2017	-
2018 – 2019	-
2020 – 2021	-
2022 – 2023	-
2024 – 2025	-
2026 – 2027	-
2028	-

~~End Option 1.~~

~~**Option 2:** Include the following version if customer does NOT purchase FORS but DOES purchase SCS.~~

~~2.4 — Forced Outage Reserve Service (FORS)~~

~~«Customer Name» has chosen not to purchase FORS.~~

~~**Option 1:** Include the following if customer purchases SCS for its shares of Priest Rapids and Wanapum. If such customers purchase SCS option 1, then SCS option 1 must support both Priest Rapids and Wanapum resources.~~

~~2.5 — Secondary Crediting Service (SCS)~~

~~From October 1, 20«###» through September 30, 20«##», «Customer Name» shall assign its shares of Priest Rapids and Wanapum to BPA as provided in section 2.5.2 below. In exchange for such assignment, BPA shall manage actual scheduled output from «Customer Name»'s shares of Priest Rapids and Wanapum and provide «Customer Name» credits and charges for generation amounts that differ from the planned amounts listed in section 2 of Exhibit A~~

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~~for such resources. Such credits and charges shall be provided in accordance with section 2.5.3 below. BPA shall provide and «Customer Name» shall purchase Transmission Scheduling Service in accordance with Exhibit F.~~

~~2.5.1 Definitions~~

~~2.5.1.1 “Priest Rapids Project” (PRP) means «Customer Name»’s share of the Priest Rapids and the Wanapum hydro resources. Both are Specified Resources listed in section 2 of «Customer Name»’s Exhibit A.~~

~~2.5.1.2 “PRP Points of Receipt” means the points where the 230 kV facilities of Grant PUD and BPA interconnect: BPA’s Midway Substation for Priest Rapids and BPA’s Vantage Substation for Wanapum.~~

~~2.5.1.3 “Secondary Energy” means energy generated by a hydro resource in excess of the amount of planned firm energy generation from that resource. For Pacific Northwest hydro resources, planned firm energy generation is the amount a resource could produce if a very low streamflow condition identified as a critical period were to reoccur. Planned firm energy amounts are the amounts listed in section 2 of Exhibit A for Specified Resources.~~

~~2.5.1.4 “Shortfall Energy” means an amount calculated as the difference between the planned firm energy amounts from a resource in an identified period and a smaller amount of energy actually produced by that resource in the same identified period. Planned firm energy amounts are the amounts listed in section 2 of Exhibit A for Specified Resources.~~

~~2.5.2 Assignment of Priest Rapids Project to BPA~~ ~~«Customer Name» assigns PRP to BPA as follows:~~

~~2.5.2.1 In consideration of the credits and charges provided to «Customer Name» pursuant to section 2.5.3 below, «Customer Name» assigns to BPA its rights, benefits, and obligations to (1) schedule the power from PRP by hour, and (2) transmit such power from PRP to the PRP Point of Receipt.~~

~~2.5.2.2 «Customer Name» shall retain its right to participate in any committees associated with PRP. «Customer Name» agrees that BPA may participate on any committees associated with PRP regarding matters of scheduling, operation, and planning of maintenance of the PRP. «Customer Name» shall~~

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~~notify BPA in advance of any committee meetings when such issues are being discussed so as to permit BPA's attendance and participation.~~

~~2.5.2.3 No obligations other than those pertaining to the scheduling of energy by «Customer Name» under its PRP contracts are delegated to BPA under section 2.5.2.1 of this Exhibit. BPA shall have no obligation for any costs or related services attributable to PRP. As such, «Customer Name» shall be responsible for payment of (1) all costs attributable to PRP, and (2) all costs of transmission and ancillary services required for delivery of the power from PRP to the PRP Points of Receipt, unless BPA and «Customer Name» otherwise agree.~~

~~2.5.3 Credits and Charges~~

~~In exchange for the assignment of the energy from PRP to BPA, BPA shall credit or charge «Customer Name», on «Customer Name»'s monthly bill provided pursuant to section 16 of this Agreement, for SCS as follows:~~

~~2.5.3.1 Secondary Energy Credit and Shortfall Energy Charge~~

~~BPA shall include a credit to «Customer Name» for Secondary Energy from PRP delivered to BPA from Grant PUD during Diurnal periods of each month that Secondary Energy is available. BPA shall charge «Customer Name» for any Shortfall Energy that occurs during Diurnal periods of each month. BPA shall use the rates (including power market indices) published in BPA's Wholesale Power Rate Schedules and GRSPs to calculate such credits and charges. BPA may adjust the planned firm energy amounts and actual generated energy amounts used to calculate such Secondary Energy and Shortfall energy to account for treaty or other obligations of PRP, and losses.~~

~~*Reviewer's Note: See applicable GRSPs for information on possible SCS pricing methodology.*~~

~~2.5.3.2 SCS Administrative Charge~~

~~«Customer Name» shall pay an administrative charge each month to BPA for SCS in accordance with BPA's Wholesale Power Rate Schedules and GRSPs. By September 30 of each Rate Case Year, BPA shall update the table below with such charge.~~

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SCS ADMINISTRATIVE CHARGE	
Rate Period	\$/month
2012 – 2013	-
2014 – 2015	-
2016 – 2017	-
2018 – 2019	-
2020 – 2021	-
2022 – 2023	-
2024 – 2025	-
2026 – 2027	-
2028	-

~~Sub Option: Add the following language ONLY if Customer decides to use the PNCA Update shape.~~

~~**2.5.4 Reshaping Dedicated Resource Amounts**~~

~~Notwithstanding the restriction in section 3.4.2 of the body of this Agreement to reshape resource amounts for «Customer Name»'s resource being supported by SCS from BPA, BPA shall reshape the PRP Dedicated Resource amounts listed in section 2 of Exhibit A using the PNCA Update Shape. BPA shall not reshape PRP Dedicated Resource amounts listed in section 2 of Exhibit A using any other monthly shape listed in section 3.4.3 of the body of this Agreement or any Diurnal shape listed in section 3.4.3 of the body of this Agreement. BPA shall update the PRP Dedicated Resource Amounts in section 2 of Exhibit A annually, to be completed no later than September 15 preceding the start of the applicable Fiscal Year.~~

~~End Sub Option.~~

~~End Option 1.~~

~~**Option 2:** Include the following if customer purchases SCS option 2. If customer purchases SCS option 2 to support the Priest Rapids or Wanapum resources, then SCS option 2 must support both Priest Rapids and Wanapum.~~

~~**2.5 Secondary Crediting Service (SCS)**~~

~~From October 1, 20~~###~~ through September 30, 20~~###~~, «Customer Name» shall apply all of «Customer Name»'s share of ownership of the output as it is generated from «Resource Name(s)» to «Customer Name»'s Total Retail Load. BPA shall provide energy to «Customer Name»'s Total Retail Load to meet any variations between the amounts generated and the amounts listed in section 2 of Exhibit A for «Resource Name(s)».~~

~~**2.5.1 Definitions**~~

~~2.5.1.1 "Secondary Energy" means energy generated by a hydro resource in excess of the amount of planned firm energy~~

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generation from that resource. For Pacific Northwest hydro resources, planned firm energy generation is the amount a resource could produce if a very low streamflow condition identified as a critical period were to reoccur. Planned firm energy amounts are the amounts listed in section 2 of Exhibit A for Specified Resources.

~~2.5.1.2~~ “Shortfall Energy” means an amount calculated as the difference between the planned firm energy amounts from a resource in an identified period and a smaller amount of energy actually produced by that resource in the same identified period. Planned firm energy amounts are the amounts listed in section 2 of Exhibit A for Specified Resources.

~~2.5.2~~ Information Requirements

«Customer Name» shall provide BPA with hourly meter or schedule data from «Resource Name(s)» in accordance with section 17.3 of the body of this Agreement. If «Customer Name» installs or upgrades a meter to meet such requirement, then «Customer Name» shall pay for any costs or related services attributable to the new or upgraded meters. If «Resource Name(s)» «is or are» scheduled to «Customer Name»’s Total Retail Load, then «Customer Name» shall provide hourly generation forecast data and schedule data to BPA for such resource(s) in accordance with Exhibit F.

By October 31 of each Rate Case Year, «Customer Name» shall also provide BPA (in a format determined by BPA) with the resource information, including historical and forecast resource data, that BPA determines is necessary to provide SCS.

~~2.5.3~~ Charges and Credits

If on a monthly basis «Resource Name(s)» generate«s» more or less energy than is listed in section 2 of Exhibit A for such resource(s), then BPA shall provide «Customer Name» with a credit for any Secondary Energy or a charge for any Shortfall Energy, in accordance with section 2.5.3.1 below. «Customer Name» shall pay a charge to BPA on a monthly basis in accordance with section 2.5.3.2 below.

~~Sub Option 1:~~ *Include the following provision if the resource is NOT scheduled to load.*

~~2.5.3.1~~ **Secondary Energy Credit and Shortfall Energy Charge**
BPA shall credit «Customer Name» for any Secondary Energy from «Resource Name(s)» that occurs during Diurnal periods of each month. BPA shall charge «Customer Name» for any Shortfall Energy attributable to «Resource Name(s)» that occurs during Diurnal periods of each month. BPA shall use

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~~the rates (potentially including power market indices) established in BPA's Wholesale Power Rate Schedules and GRSPs applicable to SCS to calculate such credits and charges. BPA shall use amounts measured by the meters, as listed in Exhibit E, for «Resource Name(s)» to determine Secondary Energy and Shortfall Energy amounts. BPA may adjust the planned firm energy amounts and actual generated energy amounts used to calculate such Secondary Energy and Shortfall Energy to account for treaty or other obligations of «Resource Name(s)», and losses, if any.~~
~~END Sub Option 1.~~

~~**Sub Option 2:** Include the following provision if the resource is scheduled to load.~~

~~2.5.3.1 Secondary Energy Credit and Shortfall Energy Charge~~

~~BPA shall credit «Customer Name» for any Secondary Energy from «Resource Name(s)» that occurs during Diurnal periods of each month. BPA shall charge «Customer Name» for any Shortfall Energy attributable to «Resource Name(s)» that occurs during Diurnal periods of each month. BPA shall use the rates (potentially including power market indices) established in BPA's Wholesale Power Rate Schedules and GRSPs applicable to SCS to calculate such credits and charges. BPA shall use amounts scheduled for «Resource Name(s)», pursuant to Exhibit F, to calculate such credits or charges. BPA may adjust the planned firm energy amounts and actual generated energy amounts used to calculate such Secondary Energy and Shortfall Energy to account for treaty or other obligations of «Resource Name(s)», and losses, if any.~~
~~END Sub Option 2.~~

~~**Reviewer's Note:** See applicable GRSPs for information on possible SCS pricing methodology.~~

~~2.5.3.2 SCS Administrative Charge~~

~~«Customer Name» shall pay an administrative charge each month to BPA for SCS in accordance with BPA's Wholesale Power Rate Schedules and GRSPs. By September 30 of each Rate Case Year, BPA shall update the table below with such charge.~~

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SCS ADMINISTRATIVE CHARGE	
Rate Period	\$/month
2012 – 2013	-
2014 – 2015	-
2016 – 2017	-
2018 – 2019	-
2020 – 2021	-
2022 – 2023	-
2024 – 2025	-
2026 – 2027	-
2028	-

~~*Sub-Option 1: Include the following language if customer is NOT served entirely with directly connected load:*~~

~~**2.5.4 – Delivery Requirements**~~

~~«Customer Name» shall deliver the power associated with «Resource Name(s)» in accordance with section 2.5.4.1 and 2.5.4.2 below. BPA shall have no obligation for any costs or related services attributable to «Customer Name»'s acquisition of such firm or non-firm transmission. For all subsections under this section, if «Customer Name»'s use of non-firm transmission results in an Unauthorized Increase Charge, then BPA shall assess «Customer Name» such Unauthorized Increase Charge.~~

~~**2.5.4.1 – Resources Located Inside BPA's Balancing Authority Area**~~

~~If «Resource Name(s)» «is or are» located inside of BPA's Balancing Authority Area, then «Customer Name» shall deliver the power associated with such resource(s) to «Customer Name»'s Total Retail Load on non-firm or firm transmission.~~

~~**2.5.4.2 – Resources Located Outside BPA's Balancing Authority Area**~~

~~If «Resource Name(s)» «is or are», small hydro (nameplate capability less than or equal to 10 megawatts), and if it «is or are» located outside of BPA's Balancing Authority Area, then «Customer Name» shall deliver such resource(s) to «Customer Name»'s Total Retail Load on non-firm or firm transmission. If «Resource Name(s)» «is or are» located outside of BPA's Balancing Authority Area, then «Customer Name» shall deliver the power associated with such resource(s) to «Customer Name»'s Total Retail Load on firm transmission.~~

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~~End Sub Option 1.~~

~~**Sub Option 2:** Include the following language if customer is served entirely by Transfer Service:~~

~~**Reviewer's Note:** An agreed upon plan of service is a required condition prior to March 31 of the year following the customer's election to purchase SCS.~~

~~2.5.4 Delivery Requirements~~

~~Power Services and «Customer Name» agree to develop by March 31 of the year following «Customer Name»'s election to purchase SCS, a plan of service to enable delivery of power to load that best fits the challenges of «Resource Name(s)». Such challenges include but are not limited to the existing circumstances of transmission constraints. If the Parties do not develop a plan by the March 31 deadline, and cannot mutually agree to a revised deadline for completion of the plan of service, then BPA's obligation to sell and «Customer Name»'s obligation to purchase SCS will expire and «Customer Name» shall meet its Above RHWL Load with power in both a Flat Annual Shape and Flat Within Month Shape or an alternative approach mutually agreed to by the Parties. Once the plan of service is established, the Parties may periodically reevaluate what constitutes the best plan of service and revise it accordingly. In any such plan of service, the power from «Resource Name(s)» shall be delivered on firm transmission.~~

~~End Sub Option 2.~~

~~**Sub Option 3:** Include the following language if customer is served by Transfer Service AND with directly connected load.~~

~~2.5.4 Delivery Requirements~~

~~For purposes of this section, the delivery requirements for «Resource Name(s)» depend on whether or not the resource serves load for which BPA provides Transfer Service. The load that each resource serves is identified in the table in section «x.x» of this exhibit, Baseline Delivery Percentages and Amounts.~~

~~**Drafter's Note:** Include only resources that serve directly connected load in section 2.5.4.1.~~

~~2.5.4.1 Delivery Requirements for Resources Serving Directly Connected Load~~

~~«Customer Name» shall deliver the power associated with the SCS for «Resource Name(s)» in accordance with section 2.5.4.1 and 2.5.4.2 below. BPA shall have no obligation for any costs or related services attributable to «Customer Name»'s acquisition of such firm or non firm transmission. For all subsections under this section, if «Customer Name»'s use of non firm transmission results in~~

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~~an Unauthorized Increase Charge, then BPA shall assess
«Customer Name» such Unauthorized Increase Charge.~~

~~*Reviewer's Note:* An agreed upon plan of service is a
required condition prior to March 31 of the year following the
customer's election to purchase SCS for Specified Resources
added to serve Above RHHM Load.~~

~~*Drafter's Note:* Include only resource(s) in section 2.5.4.2
that serve Transfer Service load; see section below: Baseline
Delivery Percentages and Amounts.~~

~~2.5.4.2 Delivery Requirements for Resources Serving Transfer Load~~

~~Power Services and «Customer Name» agree to develop by
March 31 of the year following «Customer Name»'s election to
purchase SCS, a plan of service to enable delivery of power to
load that best fits the challenges of «Resource Name(s)».
Such challenges include but are not limited to the existing
circumstances of transmission constraints. If the Parties do
not develop a plan by the March 31 deadline, and cannot
mutually agree to a revised deadline for completion of the
plan of service, then BPA's obligation to sell and «Customer
Name»'s obligation to purchase SCS will expire and
«Customer Name» shall meet its Above RHHM Load with
power in both a Flat Annual Shape and Flat Within Month
Shape or an alternative approach mutually agreed to by the
Parties. Once the plan of service is established, the Parties
may periodically reevaluate what constitutes the best plan of
service and revise it accordingly. In any such plan of service,
the power from «Resource Name(s)» shall be delivered on firm
transmission.~~

~~End Sub Option 2.~~

~~End Option 2.~~

~~END LOAD FOLLOWING template.~~

~~Include for SLICE/BLOCK template:~~

~~*Option 1:* Include the following version if customer purchases DFS.~~

~~*Reviewer's Note:* The DFS language and tables below have been drafted
assuming DFS is provided on an individual resource basis. If after a future
7(i) process it is advantageous for a customer to use a "portfolio approach" for
pricing DFS for multiple resources getting DFS, then the language below will
need to be modified. Such modification will need to occur prior to September
30 of a Rate Case Year.~~

~~2.3 Diurnal Flattening Service (DFS)~~

~~From October 1, 20«###» through September 30, 20«###», BPA shall support
«Customer Name»'s Specified Resources listed in section 2.3.6.1 below with
DFS in accordance with section 2.3.1 below. «Customer Name» shall apply
such resources to serve «Customer Name»'s Total Retail Load and provide~~

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~~BPA with any necessary information concerning such resources in accordance with sections 2.3.2, 2.3.3, and 2.3.4 below. BPA shall charge for DFS in accordance with section 2.3.5 below and shall update the tables in section 2.3.6 below. «Customer Name» shall schedule such resources, Block Product amounts and DFS Support Amounts in accordance with section 2.3.7 and section 6 of Exhibit F. Definitions that are specific to this section 2.3 are listed below in section 2.3.8.~~

~~2.3.1—DFS Obligations~~

~~To support variations in the generation of «Customer Name»'s Specified Renewable Resources listed in 2.3.6.1, BPA will make DFS available to «Customer Name» for such Specified Renewable Resources in months when «Customer Name»'s total Block Product amounts are equal to or greater than the combined Operating Maximums minus the total Planned Resource Amounts for such Specified Renewable Resources for such months. The total amount of DFS service provided to «Customer Name» for the month shall not exceed the total Block Product amount for that month.~~

~~Pursuant to section 4.5 of the body of this Agreement, sections 1.3 and 2.6 of Exhibit C, and section 2.3.1 of this exhibit, for each hour there is a combined DFS Excess Amount, «Customer Name» shall reduce «Customer Name»'s total Block Product amount by the combined DFS Excess Amount for each such hour. On each such hour, «Customer Name» shall calculate and schedule both the reduced total Block Product amount, and the combined generation of such Specified Renewable Resources, all to its Total Retail Load.~~

~~In the event that BPA proposes to adopt a rate schedule for a portfolio application of DFS to multiple «Customer Name» resources then BPA will, upon establishing such rate schedule, propose amendments to the necessary subsections of this exhibit as needed to implement the rate schedule.~~

~~In any election period where «Customer Name» has elected to purchase DFS, any yearly changes in the number of Specified Resources or change in «Customer Name»'s total Block Product amounts shall require changes to: (1) the Specified Resources listed in section 2.3.6.2; (2) the Specified Resource's, Operating Maximum, Planned Resource Amounts and DFS Support Amounts in section 2.3.6.1; and (3) charges shown in section 2.3.6.3 calculated in the previous rate case.~~

~~For the hours within each month in which BPA does not provide Diurnal Flattening Service «Customer Name» shall not be obligated to pay for Diurnal Flattening Service for those hours within such month~~

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~~and shall not revise in real time its Block Product deliveries for those hours within such month.~~

~~DFS is a BPA Power Services product, and «Customer Name» shall be responsible for any non Power Service obligations needed for DFS service and to meet its Total Retail Load, including but not limited to transmission, other reserves, and replacement power.~~

~~BPA shall on an hourly basis provide DFS Support Amounts for delivery to «Customer Name»'s Total Retail Load as follows:~~

~~2.3.1.1 The hourly individual DFS Support Amount for each Specified Renewable Resource listed in 2.3.6.1 shall be computed as follows:~~

- ~~(1) for hours when the scheduled generation of such Specified Renewable Resource is equal to or greater than the Operating Minimum of such resource, the hourly individual DFS Support Amount shall be equal to the Planned Resource Amount minus the greater of the scheduled generation or the Operating Minimum for such Specified Renewable Resource.~~
- ~~(2) for hours when the scheduled generation of such Specified Renewable Resource is less than the Operating Minimum, then the hourly individual DFS Support Amount for such Specified Renewable Resource shall be zero, and~~
- ~~(3) for hours when the scheduled generation of such Specified Renewable Resource is greater than the Planned Resource Amount, then the hourly individual DFS Support Amount for each such Specified Renewable Resource shall be zero.~~

~~2.3.1.2 The hourly individual DFS Excess Amount for each Specified Renewable Resource listed in 2.3.6.1 shall be computed as follows:~~

- ~~(1) for hours when the scheduled generation of such Specified Renewable Resource is greater than the Planned Resource Amount the hourly individual DFS Excess Amount shall be equal to the lesser of (A) the Operating Maximum, or (B) the scheduled generation minus the Planned Resource Amount for such Specified Renewable Resource; and~~

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~~(2) for hours when the scheduled generation of such Specified Renewable Resource is greater than the Operating Maximum, then the hourly individual DFS Excess Amount shall be equal to Operating Maximum for such Specified Renewable Resource.~~

~~2.3.1.3 For any hours in the month when the total scheduled generation for such Specified Renewable Resources is less than the total Planned Resource Amount, then:~~

~~(1) BPA shall provide a combined DFS Support Amount in hourly amounts equal to the greater of (A) zero; or (B) the sum of the hourly individual DFS Support Amount of each Specified Renewable Resource minus the hourly individual DFS Excess Amount of each Specified Renewable Resource;~~

~~(2) the combined DFS Excess Amount shall be zero;~~

~~(3) «Customer Name» shall not reduce its total Block Product amount; and~~

~~(4) «Customer Name» shall calculate and schedule to its Total Retail Load: (A) the generation of each Specified Renewable Resource; (B) the combined DFS Support Amount; and (C) «Customer Name»'s total Block Product amount.~~

~~2.3.1.4 For any hours in the month when the total scheduled generation of such Specified Renewable Resource is equal to the total Planned Resource Amount, then:~~

~~(1) BPA shall not provide a DFS Support Amount;~~

~~(2) the combined DFS Excess Amount shall be zero;~~

~~(3) «Customer Name» shall not reduce its total Block Product amount; and~~

~~(4) «Customer Name» shall schedule to its Total Retail Load: (A) the generation of each Specified Renewable Resource; (B) no DFS Support Amount; and (C) «Customer Name»'s total Block Product amount.~~

~~2.3.1.5 For any hours in the month when the total scheduled generation for such Specified Renewable Resource is greater than the total Planned Resource Amount, then~~

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~~(1) BPA shall not provide a DFS Support Amount;~~

~~(2) «Customer Name» will reduce its total Block Product schedule by an amount equal to the greater of (A) zero, or (B) the sum of the hourly individual DFS Excess Amount of each Specified Renewable Resource minus the hourly individual DFS Support Amount of each Specified Renewable Resource;~~

~~(3) «Customer Name» shall calculate and schedule to its Total Retail Load: (A) the generation of each Specified Renewable Resource up to its Operating Maximum amount; (B) no DFS Support Amount; and (C) «Customer Name»'s reduced Block Product amount; and~~

~~(4) «Customer Name» shall also use or dispose of any scheduled generation above the combined Operating Maximum amount for the Specified Renewable Resources listed in section 2.3.6.1. BPA shall not pay or give a credit to «Customer Name» for any such used or disposed generation above the combined Operating Maximum amount.~~

~~2.3.2 Operational Requirements~~

~~«Customer Name» shall apply the output from the Specified Resources listed in section 2.3.6.1 below, as such output is generated, to serve «Customer Name»'s Total Retail Load. If for any hour the output generated by each individual Specified Resource is less than Operating Minimum for that individual Specified Resource, then: (1) the individual DFS Support Amount for such Specified Resource shall be zero; and (2) the individual DFS Excess Amount for such Specified Resource shall be zero.~~

~~2.3.3 Information Requirements~~

~~«Customer Name» shall provide BPA with hourly meter data from the Specified Resources listed in section 2.3.6.1 below in accordance with section 17.3 of the body of this Agreement. If «Customer Name» installs or upgrades a meter to meet such requirement, then «Customer Name» shall pay for any costs or related services attributable to the new or upgraded meters. «Customer Name» shall provide hourly generation forecast data and schedule data to BPA for such resources in accordance with Exhibit F.~~

~~By October 31 of each Rate Case Year, «Customer Name» shall also provide BPA (in a format determined by BPA) with the resource~~

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~~information, including historical and forecast resource data, that BPA determines is necessary to provide DFS.~~

~~*Sub Option 1: Include the following language if customer is NOT served by Transfer Service:*~~

~~2.3.4 Delivery Requirements~~

~~«Customer Name» shall deliver power associated with the Specified Resources listed below in section 2.3.6.1 on non firm or firm transmission, regardless of whether the resource is located inside or outside BPA's Balancing Authority Area. BPA shall have no obligation for any costs or related services attributable to «Customer Name»'s acquisition of such firm or non firm transmission. If «Customer Name»'s use of non firm transmission results in an Unauthorized Increase Charge, then BPA shall assess «Customer Name» such Unauthorized Increase Charge.~~
~~*End Sub Option 1*~~

~~*Sub Option 2: Include the following language if customer is served entirely by Transfer Service:*~~

~~*Reviewer's Note: An agreed upon plan of service is a required condition prior to March 31 of the year following the customer's election to purchase DFS. Although this provision will be out of date by the time the exhibit revision is signed (since by then the plan of service will be in place) it needs to be included since it is a term of the agreement the customer will commit to on September 30. (See section 2.1 and 2.2 of this exhibit for details.) The March 31, 2012 date will be revised for future notice opportunities and purchase periods.*~~

~~2.3.4 Delivery Requirements~~

~~For each Specified Resource listed in section 2.3.6.1 below, Power Services and «Customer Name» agree to develop by March 31, 2012, a plan of service to enable delivery of power to load that best fits the challenges of each Specified Resource. Such challenges include but are not limited to the existing circumstances of transmission constraints. If the Parties do not develop a plan by March 31, 2012, and cannot mutually agree to a revised deadline for completion of the plan of service, then BPA's obligation to sell and «Customer Name»'s obligation to purchase DFS will expire. Once the plan of service is established, the Parties may periodically reevaluate what constitutes the best plan of service and revise it accordingly. In any such plan of service, the power from the Specified Resources shall be delivered on firm transmission.~~
~~*End Sub Option 2*~~

~~*Sub Option 2: Include the following language if customer has load served by Transfer Service AND directly connected load.*~~

~~*Reviewer's Note: An agreed upon plan of service is a required condition prior to March 31 of the year following the customer's*~~

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~~election to purchase DFS if that DFS is for a resource serving load served by Transfer Service. Although this provision will be out of date by the time the exhibit revision is signed (since by then the plan of service will be in place) it needs to be included since it is a term of the agreement the customer will commit to on September 30. (See section 2.1 and 2.2 of this exhibit for details.) The March 31, 2012 date will be revised for future notice opportunities and purchase periods.~~

~~2.3.4 Delivery Requirements~~

~~For purposes of this section, the delivery requirements for each Specified Resource listed in section 2.3.6.1 depend on whether or not the resource serves load for which BPA provides Transfer Service. The load that each resource serves is identified in the table in section (x.x) of this exhibit, Baseline Delivery Percentages and Amounts.~~

~~2.3.4.1 Delivery Requirements for Resources Serving Directly Connected Load~~

~~For each Specified Resource that will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service, «Customer Name» shall deliver power associated with the Specified Resources listed below in section 2.3.6.1 on non-firm or firm transmission, regardless of whether the resource is located inside or outside BPA's Balancing Authority Area. BPA shall have no obligation for any costs or related services attributable to «Customer Name»'s acquisition of such firm or non-firm transmission. If «Customer Name»'s use of non-firm transmission results in an Unauthorized Increase Charge, then BPA shall assess «Customer Name» such Unauthorized Increase Charge.~~

~~2.3.4.2 Delivery Requirements for Resources Serving Transfer Service Load~~

~~For each Specified Resource listed in section 2.3.6.1 that will serve load for which Power Services provides Transfer Service, Power Services and «Customer Name» agree to develop by March 31, 2012, a plan of service to enable delivery of power to load that best fits the challenges of each Specified Resource. Such challenges include but are not limited to the existing circumstances of transmission constraints. If the Parties do not develop a plan by March 31, 2012, and cannot mutually agree to a revised deadline for completion of the plan of service, then BPA's obligation to sell and «Customer Name»'s obligation to purchase DFS will expire. Once the plan of service is established, the Parties may periodically reevaluate what constitutes the best plan of service and revise it accordingly. In any such plan of service,~~

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~~the power from the Specified Resources shall be delivered on
firm transmission.
End Sub Option 2~~

~~2.3.5 DFS Rates and Charges~~

~~BPA shall charge «Customer Name» for DFS on «Customer Name»'s
monthly bill sent in accordance with section 16 of this Agreement, as
follows:~~

~~2.3.5.1 DFS Capacity Charge~~

~~Each month «Customer Name» shall be assessed a charge for
the capacity associated with DFS. BPA shall calculate such
monthly charge by: (1) using hourly data from each of the
resources listed in section 2.3.6.1 below, and (2) BPA's
Demand Rate as established in BPA's Wholesale Power Rate
Schedules and GRSPs, and the associated methodology
established in the 7(i) Process. Such monthly capacity charge
shall be listed in section 2.3.6.3 below.~~

~~2.3.5.2 DFS Energy Rate~~

~~Each month «Customer Name» shall be assessed a charge for
the energy associated with DFS as established in BPA's
Wholesale Power Rate Schedules and GRSPs. Such DFS
energy rate shall be listed in section 2.3.6.3 below.~~

~~2.3.5.3 Resource Shaping Charge and Adjustment~~

~~Each month «Customer Name» shall be charged the Resource
Shaping Charge and the Resource Shaping Charge
Adjustment as established in BPA's Wholesale Power Rate
Schedules and GRSPs.~~

~~*Reviewer's Note: (Reviewer's Notes are not part of the contract
and included for information only.) See BP-12 GRSPs for
information on possible DFS pricing methodology.*~~

~~2.3.6 Applicable Resources, Amounts, and Charges~~

~~2.3.6.1 List of Specified Resources~~

~~*Drafter's Note: Add a row to the table below for each resource.*~~

Resource Name	Resource Balancing Authority Area Location	Resource Transmission

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~~2.3.6.2 Resource Amounts~~

~~In consultation with «Customer Name» BPA shall determine the monthly and Diurnal Operating Minimums, Operating Maximums, Planned Resource Amounts, and Maximum DFS Support Amounts for each of the resources listed above in section 2.3.6.1, using resource specific information including equipment specifications, fuel type, fuel availability, resource location, and age of equipment. By September 30 of each Rate Case Year, BPA shall update such resource amounts in the tables below.~~

~~*Drafter's Note: Include the Operating Minimum, Operating Maximum, Planned Resource Amount, and Maximum DFS Support Amount tables below for each resource listed in section 2.3.6.1 above.*~~

«RESOURCE NAME»'S OPERATING MINIMUMS												
-	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Rate Period Year 1												
HLH MW	-	-	-	-	-	-	-	-	-	-	-	-
LLH MW	-	-	-	-	-	-	-	-	-	-	-	-
Rate Period Year 2												
HLH MW	-	-	-	-	-	-	-	-	-	-	-	-
LLH MW	-	-	-	-	-	-	-	-	-	-	-	-
Note: For this table only, the amounts in the table above shall be rounded down to the nearest whole megawatt.												

«RESOURCE NAME»'S OPERATING MAXIMUMS												
-	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Rate Period Year 1												
HLH MW	-	-	-	-	-	-	-	-	-	-	-	-
LLH MW	-	-	-	-	-	-	-	-	-	-	-	-
Rate Period Year 2												
HLH MW	-	-	-	-	-	-	-	-	-	-	-	-
LLH MW	-	-	-	-	-	-	-	-	-	-	-	-
Note: The amounts in the table above shall be rounded to a whole megawatt value.												

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«RESOURCE NAME»'S PLANNED RESOURCE AMOUNTS													
-	Oet	Nov	Dee	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Rate Period Year 1													
HLH MWh													
LLH MWh													
Total MWh													
Rate Period Year 2													
HLH MWh													
LLH MWh													
Total MWh													
Note: Fill in the table above with megawatt-hours rounded to whole megawatt-hours and annual Average Megawatts rounded to three decimal places.													

«RESOURCE NAME»'S MAXIMUM DFS SUPPORT AMOUNTS													
-	Oet	Nov	Dee	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Rate Period Year 1													
HLH MW													
LLH MW													
Rate Period Year 2													
HLH MW													
LLH MW													
Note: The amounts in the table above shall be rounded to a whole megawatt value.													

2.3.6.3 DFS Charges and Rates

By September 30 of each Rate Case Year, BPA shall update the tables below with the DFS capacity charge and energy rate, as established in each rate case and in accordance with sections 2.3.5.1 and 2.3.5.2 above, for the upcoming Rate Period.

Drafter's Note: Include one DFS Capacity Charge table and one DFS Energy Rate table if the resources are priced together in a portfolio. Otherwise include a DFS Capacity Charge table and DFS Energy Rate table for each resource listed in section 2.3.6.1 above. If listing tables by resource, then also add the name of the resource to the title of the table (use the tables in section 2.3.6.2 as an example.)

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DFS CAPACITY CHARGE	
Rate Period	\$/month
2012 – 2013	-
2014 – 2015	-
2016 – 2017	-
2018 – 2019	-
2020 – 2021	-
2022 – 2023	-
2024 – 2025	-
2026 – 2027	-
2028	-

DFS ENERGY RATE	
Rate Period	\$/MWh
2012 – 2013	-
2014 – 2015	-
2016 – 2017	-
2018 – 2019	-
2020 – 2021	-
2022 – 2023	-
2024 – 2025	-
2026 – 2027	-
2028	-

~~2.3.7 Scheduling Requirements~~

~~«Customer Name» shall schedule the generation of each Specified Renewable Resource listed in section 2.3.6.1 and described in section 2.3.3 (up to the resources' combined Operating Maximum amount) to its Total Retail Load. For scheduling purposes, the Planned Resource Amounts in the table in section 2.3.6.2 shall be rounded to a whole megawatt value.~~

~~For the months when DFS is available, «Customer Name» shall on an hourly basis submit preschedules and then revise such schedules in real time, according to sections 2.3.7.1 and 2.3.7.2, and as required for DFS pursuant to section 2.3 and section 6 of Exhibit F, by the amounts listed and described below:~~

- ~~(1) the generation of each Specified Renewable Resource listed in section 2.3.6.1 and described in section 2.3.3;~~

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~~(2) the combined DFS Support Amount specified in section 2.3.1 of this exhibit for the combined Specified Renewable Resources listed above; and~~

~~(3) the total Block Product amount specified in Exhibit C, or the reduced Block Product amounts described in section 2.3.1~~

~~2.3.7.1 Prescheduling~~

~~«Customer Name» is responsible for any calculation and submittal to BPA for preschedule of the following:~~

~~(1) hourly generation schedules for each Specified Renewable Resource;~~

~~(2) hourly combined DFS Support Amount for such Specified Renewable Resources; and~~

~~(3) hourly total or reduced Block Product amount resulting from the computation of the combined DFS Excess Amount.~~

~~2.3.7.2 Real Time Scheduling~~

~~«Customer Name» is responsible for any revised calculation and submittal to BPA on real time for the following:~~

~~(1) updated hourly generation schedules for each Specified Renewable Resource;~~

~~(2) updated hourly combined DFS Support Amount schedules for such Specified Renewable Resources; and~~

~~(3) updated hourly total or reduced Block Product amount schedules resulting from updated computation of the combined DFS Excess Amount.~~

~~2.3.7.3 Scheduling Penalties~~

~~If «Customer Name» fails to schedule the hourly amounts specified in sections 2.3.7.1 and 2.3.7.2 of this exhibit, an Unauthorized Increase Charge under BPA's Wholesale Power and GRSPs will be assessed under BPA's Wholesale Power Rate Schedules and GRSPs for each such hour for the following conditions and in the following amounts:~~

~~(1) when the amount by which the real time updated total schedule, or reduced Block Product amount schedule is greater than the planned total Block Product amount;~~

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- ~~(2) when the amount by which (A) the real time updated combined DFS Support Amount schedule is greater than (B) the combined DFS Support Amount computed pursuant to section 2.3.1 above;~~
- ~~(3) when the amount by which (A) the sum of the real time updated hourly individual generation schedules plus the updated combined DFS Support Amount schedule plus the updated total or reduced Block Product amount schedule is greater than the (B) the sum of the combined Planned Resource Amount plus the planned total Block Product amount;~~
- ~~(4) when any amount of the scheduled combined DFS Support Amount is taken as a result of the individual scheduled generation of a Specified Resource being less than the Operating Minimum of such Specified Resource;~~
- ~~(5) when any amount of the scheduled combined DFS Support Amount is taken as a result of any transmission curtailment; and~~
- ~~(6) during any transmission curtailment, when the amount of any scheduled total Block Product amount is not reduced and it was required to be reduced, based upon the hourly updated generation schedules, and in the amount of the missed reduction in schedule.~~

~~2.3.8 Definitions~~

- ~~2.3.8.1 “DFS Excess Amount” means the amount by which the scheduled generation from a Specified Renewable Resource listed in section 2.3.6.1 for the applicable period is greater than the Planned Resource Amount of such Specified Renewable Resource, but is less than or equal to the Operating Maximum of such Specified Renewable Resource.~~
- ~~2.3.8.2 “DFS Support Amount” means the amount of power BPA makes available to «Customer Name» to support the Planned Resource Amount from a Specified Renewable Resource listed in section 2.3.6.1.~~
- ~~2.3.8.3 “Operating Maximum” means the highest level of power generation for a Specified Renewable Resource that is established for the applicable period pursuant to~~

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~~section 2.3.6.2 as the maximum hourly power delivery amount when the Specified Renewable Resource is operating.~~

~~2.3.8.4 “Operating Minimum” means the lowest level of power generation for a Specified Renewable Resource that is established for the applicable period pursuant to section 2.3.6.2 as the minimum hourly power delivery amount when the Specified Renewable Resource is operating.~~

~~2.3.8.5 “Planned Resource Amount” means the expected level of power generation for a Specified Renewable Resource that is established for the applicable period pursuant to section 2.3.6.2 as the expected hourly power delivery amount when the Specified Renewable Resource is operating.~~

~~2.3.8.6 “Specified Renewable Resource” means a Specified Resource that has been established as renewable in the Northwest Power and Conservation Council’s most recent Power Plan or other resources that the Parties agree is renewable, such as biogas, biomass, geothermal, small hydro (nameplate capability less than or equal to ten megawatts), landfill gas, ocean, solar or wind resources.~~

~~End Option 1~~

~~Option 2: Include the following version if customer does NOT purchase DFS but DOES purchase FORS~~

~~2.3 Diurnal Flattening Service (DFS)~~

~~«Customer Name» has chosen not to purchase DFS.~~

~~End Option 2~~

~~Option 1: Include the following version if customer purchases FORS.~~

~~2.4 Forced Outage Reserve Service (FORS)~~

~~From October 1, 20<###> through September 30, 20<###>, BPA shall provide power to serve «Customer Name»’s Total Retail Load during a Forced Outage of «Customer Name»’s Specified Resources, listed in section 2.4.5.1 below, in amounts in accordance with section 2.4.2 below. «Customer Name» shall deliver such resources in accordance with section 2.4.1 below and pay BPA for FORS in accordance with section 2.4.3. «Customer Name»’s request for FORS shall meet the conditions in section 2.4.4.~~

~~Reviewer’s Note: Customers may have further refinements to their Forced Outage definition below based on their resource’s particular characteristics, the transmission arrangements to their points of integration, potential non-transmission assets, and whether the resource is within the customer’s distribution system or scheduled to load.~~

~~For purposes of this section 2.4, “Forced Outage” means loss of generation as a result of: (1) unit tripping, due to a failure to start or unplanned tripping;~~

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~~(2) failure on the generation integration facilities between the generator and the transmission system into which the generator is integrated; or
(3) internal plant equipment problems.~~

~~Sub Option 1: Include the following language if customer is NOT served by Transfer Service:~~

~~2.4.1 Delivery Requirements~~

~~«Customer Name» shall deliver power from the Specified Resources listed below in section 2.4.5.1 on non-firm or firm transmission, regardless of whether the resource is located inside or outside BPA's Balancing Authority Area. BPA shall have no obligation for any costs or related services attributable to «Customer Name»'s acquisition of such firm or non-firm transmission. For all subsections under this section, if «Customer Name»'s use of non-firm transmission results in an Unauthorized Increase Charge, then BPA shall assess «Customer Name» such Unauthorized Increase Charge.~~

~~End Sub Option 1~~

~~Sub Option 2: Include the following language if customer is served entirely by Transfer Service:~~

~~Reviewer's Note: An agreed-upon plan of service is a required condition prior to March 31 of the year following the customer's election to purchase FORS. Although this provision will be out of date by the time the exhibit revision is signed (since by then the plan of service will be in place) it needs to be included since it is a term of the agreement the customer will commit to on September 30. See section 2.1 and 2.2 of this exhibit for details. The March 31, 2012 date will be revised for future notice opportunities and purchase periods.~~

~~2.4.1 Delivery Requirements~~

~~For each Specified Resource listed in section 2.4.5.1 below, Power Services and «Customer Name» agree to develop by March 31, 2012, a plan of service to enable delivery of power to load that best fits the challenges of each Specified Resource. Such challenges include but are not limited to the existing circumstances of transmission constraints. If the Parties do not develop a plan by March 31, 2012, and cannot mutually agree to a revised deadline for completion of the plan of service, then BPA's obligation to sell and «Customer Name»'s obligation to purchase FORS will expire. Once the plan of service is established, the Parties may periodically reevaluate what constitutes the best plan of service and revise it accordingly. In any such plan of service, the power from the Specified Resource shall be delivered on firm transmission.~~

~~End Sub Option 2~~

~~Sub Option 3: Include the following language if customer is served by Transfer Service AND with directly connected load:~~

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Reviewer's Note: An agreed upon plan of service is a required condition prior to March 31 of the year following the customer's election to purchase FORS if that FORS to a resource serving load served by Transfer Service. Although this provision will be out of date by the time the exhibit revision is signed (since by then the plan of service will be in place) it needs to be included since it is a term of the agreement the customer will commit to on September 30. (See section 2.1 and 2.2 of this exhibit for details.) The March 31, 2012 date will be revised for future notice opportunities and purchase periods.

~~2.4.1~~ Delivery Requirements

For purposes of this section, the delivery requirements for each Specified Resource depend on whether or not the resource serves load for which BPA provides Transfer Service. The load that each resource serves is identified in the table in section «x.x» of this exhibit, Baseline Delivery Percentages and Amounts.

~~2.4.1.1~~ Delivery Requirements for Resources Serving Directly Connected Load

For each Specified Resource listed in section 2.4.5.1 that will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service, «Customer Name» shall deliver power from the Specified Resources listed below in section 2.4.5.1 on non-firm or firm transmission, regardless of whether the resource is located inside or outside BPA's Balancing Authority Area. BPA shall have no obligation for any costs or related services attributable to «Customer Name»'s acquisition of such firm or non-firm transmission. For all subsections under this section, if «Customer Name»'s use of non-firm transmission results in an Unauthorized Increase Charge, then BPA shall assess «Customer Name» such Unauthorized Increase Charge.

~~2.4.1.2~~ Delivery Requirements for Resources Serving Transfer Load

For each Specified Resource that will serve load for which Power Services provides Transfer Service and that is listed in section 2.4.5.1 below, Power Services and «Customer Name» agree to develop by March 31, 2012, a plan of service to enable delivery of power to load that best fits the challenges of each Specified Resource. Such challenges include but are not limited to the existing circumstances of transmission constraints. If the Parties do not develop a plan by March 31, 2012, and cannot mutually agree to a revised deadline for completion of the plan of service, then BPA's obligation to sell and «Customer Name»'s obligation to purchase FORS will expire. Once the plan of service is established, the Parties

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~~may periodically reevaluate what constitutes the best plan of service and revise it accordingly. In any such plan of service, the power from the Specified Resource shall be delivered on firm transmission.~~
~~End Sub Option 3~~

~~2.4.2 Limits of Power Provided Under FORS~~

~~2.4.2.1 Hourly Limits~~

~~Subject to the limits in section 2.4.2.2, BPA shall provide power to «Customer Name»'s Total Retail Load during a Forced Outage of a Specified Resource listed below in section 2.4.5.1 equal to the lesser of: (1) the megawatt amounts «Customer Name» requests from BPA in accordance with section 2.4.4 below, or (2) the megawatt amounts listed in either: (A) section 2 of Exhibit A for the applicable resource and the applicable Diurnal period if the resource is not being supported with DFS from BPA, or (B) the planned amounts listed in section 2.3.6.2 of this Exhibit for the applicable resource and the applicable Diurnal period if the resource is being supported with DFS from BPA.~~

~~2.4.2.2 Annual and Purchase Period Limits~~

~~During any Fiscal Year, «Customer Name» shall be limited to a maximum of the megawatt-hour amounts of FORS listed in section 2.4.5.2 below for the applicable resource and Fiscal Year. During any Purchase Period, «Customer Name» shall be limited to the megawatt-hour amounts of FORS listed in section 2.4.5.2 for the applicable resource and Purchase Period.~~

~~2.4.2.3 Increasing Annual and Purchase Period Limits~~

~~«Customer Name» may request that BPA increase the amount of megawatt hours of FORS provided during any given Fiscal Year or Purchase Period. BPA is not obligated to increase such amounts but shall evaluate «Customer Name»'s request and propose an adjustment to the fees in 2.4.5.3 for the request. If the proposed request is acceptable to BPA, and «Customer Name» agrees to the proposed fees, then the Parties shall revise the megawatt-hour limits and fees in section 2.4.5.2 within 15 Business Days of «Customer Name»'s request.~~

~~2.4.3 FORS Charges~~

~~«Customer Name» shall pay a capacity charge each month to BPA as established in BPA's Wholesale Power Rate Schedules and GRSPs for each Rate Period for such service. By September 30 of each Rate Case~~

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Year, BPA shall calculate the applicable FORS charges and update the table in section 2.4.5.3 below with the monthly capacity charge. «Customer Name» shall also pay for any energy provided under FORS in accordance with BPA's Wholesale Power Rate Schedules and GRSPs.

Reviewer's Note: See BP 12 GRSPs for information on possible FORS pricing methodology.

~~2.4.4 Additional «Customer Name» Obligations~~

~~2.4.4.1 Requesting FORS~~

«Customer Name» shall use the Integrated Scheduling, Allocation, and After the fact Calculation (ISAAC) Portal, or other method BPA provides to «Customer Name» in writing, for the following FORS related transactions:

- ~~(1) «Customer Name» shall notify BPA of «Customer Name»'s request to take FORS, the amounts of FORS «Customer Name» is requesting, and the expected duration of the Forced Outage, no later than 30 minutes prior to the hour of delivery;~~
- ~~(2) «Customer Name» shall notify BPA of any changes to the information provided pursuant to section 2.4.4.1(1) above no later than 30 minutes prior to the hour of delivery; and~~
- ~~(3) «Customer Name» shall notify and report the following information to BPA within four Business Days after the end of the month in which «Customer Name» requested FORS for one or more Forced Outages: the monthly amounts of FORS taken; the duration of each Forced Outage; and the cause of each Forced Outage.~~

~~2.4.4.2 Information and Scheduling Requirements~~

«Customer Name» shall provide BPA with hourly meter data from the Specified Resources listed in section 2.4.5.1 below in accordance with section 17.3 of the body of this Agreement. If «Customer Name» installs or upgrades a meter to meet such requirement, then «Customer Name» shall pay for any costs or related services attributable to the new or upgraded meters. If any of the Specified Resources listed below in section 2.4.5.1 are scheduled to «Customer Name»'s Total Retail Load, then «Customer Name» shall provide hourly generation forecast data and schedule data to BPA for such resources in accordance with Exhibit F.

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«Customer Name» shall schedule FORS in accordance with the provisions of section 2.4.4.1 of this exhibit, reflecting the metered data in section 2.4.4.2 of this exhibit and section 6 of Exhibit F.

By October 31 of each Rate Case Year, «Customer Name» shall also provide BPA (in a format determined by BPA) with the resource information, including historical and forecast resource data that BPA determines is necessary to provide FORS.

~~2.4.5~~ Applicable Resources, Limits, and Charges

~~2.4.5.1~~ List of Specified Resources

~~Drafter's Note: Add a row to the table below for each resource.~~

Resource Name	Resource Balancing Authority Area Location	Resource Transmission

~~2.4.5.2~~ Annual and Purchase Period Limits by Resource

By September 30 of each Rate Case Year, BPA shall update the tables below with the annual limits for each resource listed above in section 2.4.5.1 for the upcoming Rate Period. By September 30 prior to the beginning of the first Rate Period in a Purchase Period, BPA shall update the tables below with the Purchase Period limits for each resource listed above in section 2.4.5.1 for the upcoming Purchase Period.

~~Drafter's Note: Include the Annual MWh Limit and Purchase Period Limit tables below for each resource listed in section 2.4.5.1 above.~~

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«RESOURCE NAME»'S ANNUAL MWH LIMITS			
FY	MWh	FY	MWh
2012	-	2021	-
2013	-	2022	-
2014	-	2023	-
2015	-	2024	-
2016	-	2025	-
2017	-	2026	-
2018	-	2027	-
2019	-	2028	-
2020	-		-
Note: The amounts in the table above should be rounded to whole megawatt-hours.			

«RESOURCE NAME»'S PURCHASE PERIOD MWH LIMITS	
Purchase Period	MWh
FY 2012 – FY 2014	-
FY 2015 – FY 2019	-
FY 2020 – FY 2024	-
FY 2025 – FY 2028	-
Note: The amounts in the table above should be rounded to whole megawatt-hours.	

~~2.4.5.3 FORS Capacity Charge~~

~~BPA shall update the table below pursuant to section 2.4.3 above.~~

FORS CAPACITY CHARGE	
Rate Period	\$/month
2012 – 2013	-
2014 – 2015	-
2016 – 2017	-
2018 – 2019	-
2020 – 2021	-
2022 – 2023	-
2024 – 2025	-
2026 – 2027	-
2028	-

~~End Option 1~~

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~~Option 2: Include the following version if customer does NOT purchase FORS~~
~~2.4 Forced Outage Reserve Service (FORS)~~
~~«Customer Name» has chosen not to purchase FORS.~~
~~End Option 2 for FORS~~

~~END SLICE/BLOCK template.~~

Option: Include the following for customers who are eligible to receive irrigation rate discount; delete this section if not applicable.

2. IRRIGATION RATE DISCOUNT

Starting October 1, 2028, subject to the terms specified in BPA's applicable Wholesale Power Rate Schedules and GRSPs, the following shall apply, provided that the Parties have revised the table below no later than September 30, 2027.

2.1 For billing purposes, in the months listed below for each year during the term of this Agreement, BPA shall apply Irrigation Rate Discount to the lesser of the corresponding amount purchased at the Tier 1 Rate in the month or the energy amount in the table below.

Irrigation Amounts (kWh)					
May	Jun	Jul	Aug	Sept	Annual Total

2.2 After the end of each irrigation season, the Parties shall administer a true-up process to ensure «Customer Name»'s irrigation load meets or exceeds the total eligible irrigation amount (in kilowatt-hours) listed above.

2.3 «Customer Name» shall be responsible for implementing cost-effective conservation measures on irrigation systems in their service territories. «Customer Name» shall report and BPA shall verify all qualifying conservation measures and project savings pursuant to «Customer Name»'s Energy Conservation Agreement or its successor.

End IRD Option

Include for LOAD FOLLOWING template:

~~Begin RRS Option~~
~~Reviewer's Note: RRS is a service that will be offered through the Firm Power Products and Services (FPS) rate schedule and will be considered and negotiated on a case by case basis. Additionally, BPA will limit the availability of RRS to an amount of Specified Resource that is less than or equal to the amount of forecast above RHWM load the customer is expected to have by the end of the purchase period that is not already planned to be served by BPA at a Tier 2 rate or by another non-federal resource. In rare circumstances BPA may consider a longer time period of load growth for small resources located within a customer's distribution system.~~

~~BPA will also limit the availability of this service to an amount of resource that is at least 1 aMW greater than or equal to the amount of forecast Above RHWM Load the~~

Commented [RMM91]: The Irrigation Rate Mitigation provision went to workshop on May 6 and June 10. In order to align with the PRDM, 7(i) and GRSPs, BPA is proposing to change references to IRM to Irrigation Rate Discount (IRD). BPA has made that change in this template, which is different than what was shared at workshops.

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~~customer is expected to have for the first year the customer is applying the resource to serve Above RHWM Load that the customer is not already planning to serve by BPA at a Tier 2 Rate and by another Dedicated resource. For resource amounts that are forecasted to less than 1 aMW greater than the customer's Above RHWM Load, BPA will apply the Resource Shaping Charge (see section 2.3.5.4 of this exhibit, DFS Rates and Charges).~~

~~Since, Resource Remarketing Service is being offered through the FPS rate schedule RRS is NOT considered a Resource Support Service. However, BPA encourages customers to request RRS using the same Notice Deadlines and Purchase Periods applicable to Tier 2 and RSS. Customers may request RRS on a different timeline and BPA will consider such requests on a case by case basis. Customer may not purchase RRS without also purchasing DFS.~~

~~Drafter's Note: Customer may not purchase RRS without also purchasing DFS; ensure both provisions are included in Exhibit D. Note that RRS is a special provision in Exhibit D and is not included in section 2, Resource Support Services.~~

~~«##».~~ **RESOURCE REMARKETING SERVICE (RRS)**

~~From October 1, 2011 through September 30, 2014, BPA shall credit «Customer Name» for energy generated by the Specified Resources listed below in section «##».3 that is greater than the amounts listed in section 2 of Exhibit A for such resources, the forecast of which shall be included in the table in section «##».4 below.. BPA shall determine such credits in accordance with the amounts specified in section «##».1 below. As a condition of taking RSS «Customer Name» shall also purchase Diurnal Flattening Service from BPA for the Specified Resource, including the BPA remarketed portions of such resource(s), listed below in section «##».2.~~

~~«##».1~~ **Remarketing Credits**

~~BPA shall include a credit on «Customer Name»'s monthly bill for actual generation produced by the resources listed below in section «##».3 that is greater than the amounts listed in section 2 of Exhibit A for such resources. If the resources listed below in section «##».3 are scheduled to «Customer Name»'s Total Retail Load, then such actual generation shall equal the amounts scheduled for the resources, with such schedules submitted to BPA pursuant to section «##».2 below. If the resources listed below in section «##».3 are not scheduled, then such actual generation shall equal the amounts metered for the resources, and such meter data shall be submitted to BPA pursuant to section «##».2 below.~~

~~BPA shall use the rates (which may include power market indices) established in BPA's Wholesale Power Rate Schedules and GRSPs to calculate any remarketing credits. BPA may establish separate rates for remarketing credits for wind resources and non wind resources.~~

~~Reviewer's Note: BPA plans on calculating remarketing credits as follows (subject to each 7(i) process): BPA shall calculate the remarketing credit equal to the applicable forecast or actual diurnal Mid C Day Ahead Power Price for a standard block of power (based on 25 MW flat block HLH and LLH sales) multiplied by the forecast annual average generation the resource is expected~~

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~~to produce (the resources listed below in section X.3) that is greater than the amounts listed in section 2 of Exhibit A for such resources. Additionally, BPA may reduce all remarketing credits for all resources by a percentage or fixed cost developed in the applicable 7(i) Process to account for any transaction and transmission costs applicable to such remarketing.~~

~~«#».2~~ **Information Requirements**

~~«Customer Name» shall provide BPA with hourly meter data from the Specified Resources listed in section «#».3 below in accordance with section 17.3 of the body of this Agreement. If «Customer Name» installs or upgrades a meter to meet this requirement, then «Customer Name» shall pay for any costs or related services attributable to the new or upgraded meters. If any of the resources listed below in section «#».3 are scheduled to «Customer Name»'s Total Retail Load, then «Customer Name» shall provide hourly generation forecast data and schedule data to BPA for such resources in accordance with Exhibit F.~~

~~By October 31 of each Rate Case Year, «Customer Name» shall also provide BPA (in a format determined by BPA) with the resource information, including historical and forecast resource data, that BPA determines is necessary to provide RRS.~~

~~«#».3~~ **Specified Resources**

~~«Resource Name»
«Resource Name»~~

~~«#».4~~ **Resource Remarketed Amounts for Resources**

~~By March 31 of a Rate Case Year, for each of the Specified Resources listed above in section «#».3, BPA shall update the table below to reflect the amounts of such resources that shall be remarketed. The remarketed amounts reflected in the table below shall be the difference between the forecasted amounts of such resource that are in excess of the amounts of such resource that «Customer Name» has listed in section 2 of Exhibit A that will be serving «Customer Name»'s Above RHHM Load.~~

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Resource Remarketed Amounts for «Resource Name»													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2015													
HLH (MWh)													
LLH (MWh)													
Total (MWh)													
Fiscal Year 2016													
HLH (MWh)													
LLH (MWh)													
Total (MWh)													
Fiscal Year 2017													
HLH (MWh)													
LLH (MWh)													
Total (MWh)													
Fiscal Year 2018													
HLH (MWh)													
LLH (MWh)													
Total (MWh)													
Fiscal Year 2019													
HLH (MWh)													
LLH (MWh)													
Total (MWh)													

Notes: Fill in the table above with megawatt-hours rounded to whole megawatt hours and annual Average Megawatts rounded to three decimal places.

~~End RRS Option~~

~~Option: Include the following for customers who are eligible to receive Grandfathered Generation Management Service (GMS); delete this section if not applicable.~~

~~«#». **GRANDFATHERED GENERATION MANAGEMENT SERVICE (GMS)**
«Customer Name» shall apply all of the output from «Resource Name», listed in section 2.1(1) of Exhibit A, as it is generated to «Customer Name»'s Total Retail Load. BPA shall provide energy to «Customer Name»'s Total Retail Load to meet any variations between the amounts generated and the amounts listed in section 2.1(1)(C) of Exhibit A for «Resource Name». *Option: Include the following sentence in Bonner's Ferry's and Centralia's contract only; delete the following sentence for Northern Waco: «Customer Name» shall provide BPA with hourly meter data from «Resource Name» in accordance with section 17.3 of the body of this Agreement.*
END Option.~~

~~If on a monthly basis «Resource Name» generates more or less energy than is listed in section 2.1(1)(C) of Exhibit A, then BPA shall provide «Customer Name» with a credit for such over generation or a charge for such under generation, in accordance with section 3.1 and 3.2 below. «Customer Name» shall pay a reservation fee to BPA on a monthly basis in accordance with section 3.3 below.~~

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~~Option 1: Include the following Load Shaping Charge section in Bonners Ferry's and Centralia's Exhibit D.~~

~~«#».1 **Load Shaping Charge**~~

~~BPA shall credit or charge «Customer Name» for any monthly over or under generation using the Load Shaping Charge, as established in section 5.2 of the TRM. When BPA calculates «Customer Name»'s Actual Tier 1 Load (which BPA will use to calculate «Customer Name»'s Load Shaping Billing Determinant), BPA shall subtract (1) the amounts measured by the meters listed in Exhibit E for «Resource Name», from (2) «Customer Name»'s Total Retail Load.~~

~~END Option 1: Bonners Ferry's and Centralia's Load Shaping Charge.~~

~~Option 2: Include the following Load Shaping Charge section in Northern Wasco's Exhibit D.~~

~~«#».1 **Load Shaping Charge**~~

~~BPA shall credit or charge «Customer Name» for any monthly over or under generation using the Load Shaping Charge, as established in section 5.2 of the TRM. When BPA calculates «Customer Name»'s Actual Tier 1 Load (which BPA will use to calculate «Customer Name»'s Load Shaping Billing Determinant), BPA shall subtract (1) the E Tag amounts for «Customer Name»'s share of «Resource Name», from (2) «Customer Name»'s Total Retail Load.~~

~~END Option 2: Northern Wasco's Load Shaping Charge.~~

~~Option 1: Include the following Demand Charge section in Bonners Ferry's Exhibit D.~~

~~«#».2 **Demand Charge**~~

~~BPA shall charge «Customer Name» the Demand Charge, as established in section 5.3 of the TRM. When BPA calculates «Customer Name»'s Teir 1 Customer System Peak, the Teir 1 Customer System Peak demand amount will not include the measured amount for Moyie Dam In Meter Point 2676.~~

~~END Option 1: Bonners Ferry's Demand Charge.~~

~~Option 2: Include the following Demand Charge section in Centralia's Exhibit D.~~

~~«#».2 **Demand Charge**~~

~~BPA shall charge «Customer Name» the Demand Charge, as established in section 5.3 of the TRM. When BPA calculates «Customer Name»'s Teir 1 Customer System Peak, the Teir 1 Customer System Peak demand amount will not include the measured amount for Yelm Hydro In Meter Point 3356.~~

~~END Option 2: Centralia's Demand Charge.~~

~~Option 3: Include the following Demand Charge section in Northern Wasco's Exhibit D.~~

~~«#».2 **Demand Charge**~~

~~BPA shall charge «Customer Name» the Demand Charge, as established in section 5.3 of the TRM. When BPA calculates «Customer Name»'s Customer System Peak (which BPA will use to calculate «Customer Name»'s Demand Charge Billing Determinant), BPA shall subtract (1) the E Tag amounts at~~

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the time of the Customer System Peak for «Customer Name»'s share of «Resource Name», from (2) «Customer Name»'s Customer System Peak.

~~END Option 3: Northern Wasco's Demand Charge.~~

~~«#».3~~ **Reservation Fee for GMS**

By September 15, 2011 and by September 15 of each Rate Case Year thereafter, BPA shall determine, and update the table below with, «Customer Name»'s monthly reservation fee for «Resource Name» for the upcoming Rate Period. BPA shall calculate «Customer Name»'s reservation fee using an expected outage ratio for «Resource Name», based on past generation data, and the Demand Rate as established in BPA's Wholesale Power Rate Schedules and GRSPs.

~~Drafter's Note: Fill in the table below for the applicable Rate Period.~~

Monthly GMS Reservation Fee					
Fiscal Year	2012	2013	2014	2015	2016
\$/month					
Fiscal Year	2017	2018	2019	2020	2021
\$/month					
Fiscal Year	2022	2023	2024	2025	2026
\$/month					
Fiscal Year	2027	2028			
\$/month					

~~End Grandfathered GMS Option~~

~~END LOAD FOLLOWING template.~~

~~exclusively~~ ~~Include for LOAD FOLLOWING template.~~

~~Drafter's Note: Include the following for customers served by Transfer Service and for customers served by BOTH Transfer Service and are directly-connected customers and served by Transfer Service; that are making a non-federal market purchase Committed Power Purchase Amounts delivered to Mid-C (or BPA Power purchase from the trading floor) to serve Above- RHHMCHWM Load and qualify for the Market Purchase Exchange Mid C Resource Over Non-Firm exchange (per Exhibit F). Only customers that are using or have used this provision have the most recent version of the language.~~

~~«#». TRANSFER CUSTOMERS' NON-FEDERAL MARKET COMMITTED POWER PURCHASE AMOUNT MARKET EXCHANGE~~

Per the terms of this Agreement, «Customer Name» has elected to serve its Above- RHHMCHWM Load with non-federal resource(s), specifically market purchase a Committed Power Purchase Amount(s) delivered to Mid-C. Option 1: for customers exclusively served by Transfer Service. Due to the geographical implications of obtaining firm transmission to deliver certain eligible market purchases to «Customer Name»'s load, BPA is entering into a firm power exchange with «Customer Name». End Option. Option 2: for customers BOTH directly-

Commented [OJ(P692): The Market Exchange provision was last shared at workshop Nov. 20. There are edits in the Market Exchange language that BPA has made in response to comment received at or after the Nov 20th workshop that had not yet been shared at workshop.

Commented [RMM93]: Following the workshop on 11/20, BPA received comments regarding carbon accounting purposes. While BPA does not propose any edits at this time to address this, BPA is open to discussing it at a future workshop.

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connected and served by Transfer Service; Due to the geographical implications of obtaining firm transmission to deliver certain eligible market purchases to «Customer Name»'s load, and provided that «Customer Name» is serving all available load that is directly-connected to the BPA transmission system with Dedicated Resources, BPA is entering into a firm power exchange with «Customer Name».End Option An exchange will allow BPA to provide Transfer Service support and assistance to «Customer Name» for such market purchase consistent with the intent of Exhibit G and the requirements of this section «#».

For purposes of this section «#», “Market Exchange” means a transaction in which BPA takes receipt of «Customer Name»'s Mid-C Resource Over Non-Firm, as defined in section 4.3.43.1.2 of Exhibit F, and delivers an equivalent amount of power to serve «Customer Name»'s Above-~~RHWM~~CHWM Load. A Market Exchange is comprised of Market Exchange Transaction Part A, Market Exchange Transaction Part B, and Market Exchange Transaction Part C below.

If ~~elected~~necessary, «Customer Name» must enter into a Market Exchange with BPA, per the terms of this section «#», for a period of no less than one Fiscal Year of a Rate Period. BPA shall perform all necessary scheduling functions for a Market Exchange consistent with the terms and conditions of Exhibit F, Transmission Scheduling Service. «Customer Name» shall not use a Market Exchange to serve any portion of its Total Retail Load located outside the Region as defined in the Northwest Power Act § 3(14).

The Delivery Plan for any Mid-C Resource Over Non-Firm that BPA exchanges shall be based on the load served by Market Exchange Transaction Part C.

By March 31 of a Rate Case Year the Parties shall update the table below with the amount of «Customer Name»'s Above-~~RHWM~~CHWM Load to be served with a Market Exchange.

Drafter's Note: To fill out the table below, use the annual average megawatt amount from the ~~Unspecified Resource~~ Committed Power Purchase Amounts tables in Exhibit A for the applicable Fiscal Years as the Above-~~RHWM~~CHWM Load amounts to be served with a Market Exchange. If a customer does not have a Mid-C Resource Over Non-Firm, just retain the red text as stated in the template. If a customer has Committed Power Purchase Amounts exchanged over multiple transmission systems,

Commented [RMM94]: After the 11/20 workshop, BPA added this sentence to clarify that in the case of the exchange the Mid-C Over Non-Firm resource being delivered should be associated with the load on the 3rd Party Transmission Provider's system.

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add additional rows in each Fiscal Year for each transmission system and add the name of the transmission systems.

Option 1: Include for all customers except Wells and Harney

Above- RHWM CHWM Load Served by Market Exchange		
Rate Period	Fiscal Year	Above- RHWM CHWM Load to be Served with Market Exchange
FY 20<##>-20<##>	FY 20<##>	<#.###> aMW or N/A
	FY 20<##>	<#.###> aMW or N/A
Note: Insert amounts in Average Megawatts rounded to three decimal places for each year of the applicable Rate Period.		

End Option 1

Option 2: Include the following for Wells and Harney

Above RHWM Load Served by Market Exchange		
Rate Period	Fiscal Year	Above- RHWM Load to be Served with Market Exchange
FY 20<##>-20<##>	FY 20<##> – Idaho Power Co.	<#.###> aMW or N/A
	FY 20<##> – NV Energy	<#.###> aMW or N/A
	FY 20<##> – Idaho Power Co.	<#.###> aMW or N/A
	FY 20<##> – NV Energy	<#.###> aMW or N/A
Note: Insert amounts in Average Megawatts rounded to three decimal places for each year of the applicable Rate Period.		

End Option 2

<##>.1 Market Exchange Transaction Part A

For purposes of this section <##>, the following transaction shall be referred to as “Market Exchange Transaction Part A”.

Consistent with section 4.1 of Exhibit F, <Customer Name> shall provide a delivery schedule to BPA for Market Exchange Transaction Part A.
<Customer Name> shall make its Mid-C Resource Over Non-Firm available to BPA at Mid-C or BPA Power consistent with section 4.3.43.1.2 of Exhibit F, and shaped in accordance with section 3.4 of the body of the Agreement.

<##>.2 Market Exchange Transaction Part B

For purposes of this section <##>, the following transaction shall be referred to as “Market Exchange Transaction Part B”.

For Market Exchange Transaction Part B, BPA will take receipt of <Customer Name>’s Mid-C Resource Over Non-Firm, consistent with section 4.3.43.1.2 of Exhibit F.

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This Agreement covers the Federal Columbia River Power System resource serving the portion of «Customer Name»'s Above-~~RHWM~~~~CHWM~~ Load associated with the Market Exchange. For purposes of designating a Network Resource in ~~the~~ «Customer Name»'s ~~Network Transmission~~~~NT~~ agreement with BPA Transmission Services, «Customer Name» shall ~~not~~~~neither~~ forecast nor designate in such contract the associated delivery schedule, from the Market Exchange Transaction ~~A~~ above, since that delivery schedule is not going to be used to serve «Customer Name»'s Above-~~RHWM~~~~CHWM~~ Load for purposes of the ~~Network Transmission~~~~NT~~ agreement.

«#».3 Market Exchange Transaction Part C

For purposes of this section «#», the following transaction shall be referred to as “Market Exchange Transaction Part C”.

Under Market ~~Exchange~~ Transaction Part C, BPA will ~~deliver federal~~~~make BPA-provided~~ power ~~to~~~~available and acquire and pay for Transfer Service to deliver~~ «Customer Name»'s load, in hourly amounts equal to the hourly amounts scheduled pursuant to Market Exchange Transaction A. Such ~~federal~~~~BPA-provided~~ power deliveries shall be from the Federal Columbia River Power System or from alternative power and transmission arrangements, consistent with section «#».5.2 below.

«#».4 Failure to Deliver

If «Customer Name» fails to make its Mid-C Resource Over Non-Firm available to BPA under Market Exchange Transaction Part ~~A~~ for any reason, including a Transmission Event that impacts Market Exchange Transaction Part A, ~~then such failure shall not negate BPA's obligation related to Market Exchange Transaction Part C.~~ BPA shall ~~serve «Customer Name»'s load and~~ assess «Customer Name» any applicable charges or penalties as provided in the ~~applicable~~ Wholesale Power Rate Schedules and GRSPs, including the Unauthorized Increase Charge.

If a Transmission Event impacts Market Exchange Transaction Part B, then BPA shall provide Transmission Curtailment Management Service (TCMS) for Market Exchange Transaction Part B consistent with section 4 of Exhibit F.

«#».5 Costs of Market Exchange and Other Terms and Conditions

«#».5.1 BPA's financial support for the transmission capacity associated with «Customer Name»'s Market Exchange(s) shall be consistent with and subject to the established caps and limitations included in section ~~1~~ ~~and section 2~~ of Exhibit G.

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~~*Option 1: Include for all customers except Wells and Harney*~~

~~«#»~~.5.2 For Market Exchange Transaction Part C, BPA shall pay ~~only~~ the capacity costs associated with transmission service to «Customer Name» over transmission facilities of the Third-Party Transmission Provider that either: (1) interconnect directly to «Customer Name»'s facilities or (2) interconnect to BPA transmission facilities which subsequently interconnect with «Customer Name»'s facilities. «Customer Name» shall pay any costs associated with the delivery of ~~federal BPA-provided~~ power to an interconnection point with the Third-Party Transmission Provider, including obtaining and paying for transmission across all intervening transmission systems and equipment.

~~*End Option 1*~~

~~*Option 2: Include the following for Wells and Harney*~~

~~«#»~~.5.2 For Market Exchange Transaction Part C, BPA shall pay for the capacity costs associated with transmission service to «Customer Name» over transmission facilities of the Third-Party Transmission Provider that either: (1) interconnect directly to «Customer Name»'s facilities or (2) interconnect to BPA transmission facilities which subsequently interconnect with «Customer Name»'s facilities. «Customer Name» shall pay any costs associated with the delivery of federal power to an interconnection point with the Third-Party Transmission Provider, including obtaining and paying for transmission across all intervening transmission systems and equipment.

~~Additionally, consistent with BPA's October 2008 Long-Term Regional Dialogue Contract Policy Record of Decision, BPA shall pay for the capacity costs for the following transmission arrangements: the PacifiCorp transformer at the Malin Substation and the Southern Intertie portion of the BPA transmission system.~~

~~*End Option 2*~~

If, prior to March 31 of a Rate Case Year, BPA decides to make power or transmission arrangements for «Customer Name»'s Market Exchange Transaction Part C for the upcoming Rate Period different than delivery from the Federal Columbia River Power System, then the Parties shall work together to apportion associated costs in advance of delivery and shall include the costs in a table below.

Drafter's Note: Include a table that outlines cost arrangements for alternative power and transmission arrangements for BPA to deliver

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Market Exchange Transaction Part B. If none, include "None at this time."

~~«#»~~.5.2.1 **Costs Associated with Alternative Power or Transmission Delivery Arrangements**

Option: Include table or «None at this time.»

~~«#»~~.5.3 For Market Exchange Transaction Part C, BPA shall acquire and pay for ~~Ancillary Services needed for delivery of federal power~~ subject to the following limitations:

~~(1) «Customer Name» shall pay Power Services for load regulation and frequency response service or its replacement, charged by ancillary services from the Third-Party Transmission Provider, at the applicable Transmission Services rate, or its successor.~~

~~(2) «Customer Name» shall pay Power Services for the Ancillary Service(s) charges to deliver power to POD(s) located in the Third Party Transmission Providers' balancing authority areas, at the applicable or equivalent Transmission Services Ancillary Services rate, in accordance consistent with any applicable BPA Wholesale Power Rate Schedules or GRSPs. However, BPA reserves the right to pass through the Ancillary Service charges of the Third Party Transmission Provider at their costs, as opposed to the applicable Transmission Services Ancillary Services rate, if the megawatt limit in section 14.6.1 of Exhibit G is exceeded this Agreement.~~

~~(3) «Customer Name» shall be responsible for any generation imbalance costs related to «Customer Name's» Market Exchange.~~

Option 1: Include for all customers except Wells and Harney

~~«#»~~.5.4 «Customer Name» shall be responsible for the cost of real power losses associated with ~~the delivery of the~~ Market Exchange ~~across all transmission systems, equipment, and interties.~~

~~Using the following formula, BPA shall calculate real power losses for each Diurnal monthly period associated with transmission Service Transaction Part B pursuant to «Customer Name» over BPA transmission facilities and over transmission facilities of the Third Party Transmission Provider that either: (1) interconnect directly to «Customer Name's» facilities or (2) interconnect to BPA transmission facilities which subsequently interconnect with «Customer Name's» facilities.~~

~~$$X = \text{Above RHW} \times (\text{sum of all applicable TSLFs}) \times \text{LSR}$$~~

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~~Where:~~

~~X = Amount owed~~

~~Above RHWM = Amount of Above Rate Period High Water
Mark Load to be served by Market Exchange~~

~~*Drafter's Note: If a customer does not have a Mid-C Resource
Over Non-Firm, retain the red text within the formula below.*~~

~~TSLF = Transmission System Loss Factor (BPA Network Loss Factor = See
applicable % in BPA's current Open Access Transmission Tariff;
«Insert transmission system» = «#» %) applicable Wholesale Power
Rate Schedules and GRSPs.~~

~~LSR = Load Shaping Rate, per applicable BPA Wholesale
Power Rate Schedules or GRSPs~~

~~BPA shall pass through to «Customer Name» the real power loss
charges assessed to BPA for all applicable intervening transmission
systems, equipment, and interties.~~

~~End Option 1~~

~~Option 2: Include the following for Wells and Harney~~

~~«#».5.4 «Customer Name» shall be responsible for the cost of real power
losses associated with the delivery of the Market Exchange across all
transmission systems, equipment, and interties, excluding losses at
the Malin Substation.~~

~~Using the following formula, BPA shall calculate real power losses
for each Diurnal monthly period associated with transmission service
to «Customer Name» over BPA transmission facilities and over transmission facilities
of the Third Party Transmission Provider that either: (1) interconnect directly to
«Customer Name's» facilities or (2) interconnect to BPA transmission facilities
which subsequently interconnect with «Customer Name's» facilities:~~

~~X = Above RHWM x (sum of all applicable TSLFs) x LSR~~

~~Where:~~

~~X = Amount owed~~

~~Above RHWM = Amount of Above Rate Period High Water
Mark Load to be served by Market Exchange~~

~~*Drafter's Note: If a customer does not have a Mid-C Resource
Over Non-Firm, retain the red text within the formula below.*~~

~~Idaho Power Co. TSLF = Transmission System Loss Factor
(BPA Network Loss Factor = See applicable % in BPA's~~

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~~current Open Access Transmission Tariff, Idaho = «##»
%)~~

~~and~~

~~NV Energy TSLF = Transmission System Loss Factor (BPA
Network Loss Factor = See applicable % in BPA's
current Open Access Transmission Tariff; Southern
Intertie Segment = «##» %; NV Energy = «##» %)~~

~~LSR = Load Shaping Rate, per applicable BPA Wholesale
Power Rate Schedules or CRSPs~~

~~BPA shall pass through to «Customer Name» the real power loss
charges assessed to BPA for all applicable intervening transmission
systems, equipment, and interties, excluding the Malin Substation
as stated above.
End Option 2~~

«#».5.5 As applicable, «Customer Name» shall be responsible for ~~the costs of~~
all other transmission ~~services~~ service costs for the delivery of the
Market Exchange ~~not included in sections «#».5.2, «#».5.3, and «#».5.4
above,~~ including, but not limited to: distribution and low-voltage
charges, redispatch, congestion management costs, system and facility
study costs associated with adding the ~~non-federal market
purchase~~ Committed Power Purchase Amounts, direct assigned system
upgrades.

«#».5.6 Unless otherwise agreed within this Exhibit ~~D~~ or between the Parties
outside of this Agreement, «Customer Name» shall be responsible for
managing the scheduling arrangements of any Market Exchanges
consistent with Exhibit F.

END LOAD FOLLOWING template.

«#». «PLACEHOLDER FOR SPECIAL PROVISIONS»

*Drafter's Note: Insert any special provisions unique to the customer here, before the
revisions section, and number sections accordingly. Otherwise, delete this section if
not applicable.*

Include for BLOCK template:

«#». REVISIONS

Except for revisions to section 1, CF/CT and New Large Single Loads for
determinations made by BPA under section 23.3 of the body of the Agreement and
section 1 of this Exhibit D, this exhibit shall be revised by mutual agreement of the
Parties to reflect additional products «Customer Name» purchases during the term
of this Agreement.

END BLOCK template.

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Include for **LOAD FOLLOWING** template:

Option 1: If customer DOES NOT purchase DFS, FORS, SCS, and/or RRS, then replace the Revisions section in Exhibit D with the following revisions clause. Also include for customers that DO NOT purchase DFS, FORS, SCS or RRS but DO purchase Grandfathered GMS and include the optional Grandfathered GMS language.

«#». REVISIONS

Except for revisions to section 1, CF/CT and New Large Single Loads for determinations made by BPA under section 23.3 of the body of the Agreement and section 1 of this Exhibit D, «and except for revisions to update the Grandfathered Generation Management Service (GMS) table in section «#» above,» this exhibit shall be revised by mutual agreement of the Parties to reflect additional products «Customer Name» purchases during the term of this Agreement.

End Option 1

Option 2: If customer purchases DFS, FORS, SCS, and/or RRS, then replace the Revisions section in Exhibit D with the following revisions section. If customer purchases DFS, FORS, SCS, and/or RRS and also has Grandfathered GMS, then include optional Grandfathered GMS language in both subsections below.

«#». REVISIONS

«#».1 General Exhibit Revisions

Except for: (1) revisions to section 1, CF/CT and New Large Single Loads for determinations made by BPA under section 23.3 of the body of the Agreement and section 1 of this Exhibit D, and (2) those provisions in this exhibit for «Grandfathered Generation Management Service (GMS), »Diurnal Flattening Service (DFS), Forced Outage Reserve Service (FORS), Secondary Crediting Service (SCS), and Resource Remarketing Service (RRS), if any, this exhibit shall be revised by mutual agreement of the Parties to add products «Customer Name» purchases during the term of this Agreement.

«#».2 Revisions to «Grandfathered GMS, »DFS, FORS, SCS, and RRS

If «Customer Name» purchases «Grandfathered GMS, »DFS, FORS, SCS, or RRS, then BPA may unilaterally revise the provisions in this exhibit related to such products to implement:

- (1) an established BPA rate for such products or services, or
- (2) changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement.

BPA shall specify the effective date of such unilateral revisions.

End Option 2

END LOAD FOLLOWING template.

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Include for **SLICE/BLOCK** template:

Option 1: Include the following for customers that have NOT purchased DFS and/or FORS.

«#». REVISIONS

Except for revisions to section 1, CF/CT and New Large Single Loads for determinations made by BPA under section 23.3 of the body of the Agreement and section 1 of this Exhibit D, this exhibit shall be revised by mutual agreement of the Parties to reflect additional products «Customer Name» purchases during the term of this Agreement.

End Option 1

Option 2: If customer purchases DFS and/or FORS, then replace the Revisions section in Exhibit D with the following revisions section.

«#». REVISIONS

«#».1 General Exhibit Revisions

Except for: (1) revisions to section 1, CF/CT and New Large Single Loads for determinations made by BPA under section 23.3 of the body of the Agreement and section 1 of this Exhibit D, and (2) those provisions in this exhibit for Diurnal Flattening Service (DFS) and Forced Outage Reserve Service (FORS), this exhibit shall be revised by mutual agreement of the Parties to add products «Customer Name» purchases during the term of this Agreement.

«#».2 Revisions to DFS and FORS

If «Customer Name» purchases DFS or FORS, then BPA may unilaterally revise the provisions in this exhibit related to such products to implement:

- (1) an established rate for such products or services, or
- (2) changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement.

BPA shall specify the effective date of unilateral revisions.

End Option 2

END SLICE/BLOCK template.

(PS«X/LOC»- «File Name with Path».docx) «mm/dd/yy» *{Drafter's Note: Insert date of finalized contract here}*

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Include for **BLOCK** and **SLICE/BLOCK** templates:
Option 1: Include for Slice/Block and Block customers that both interchange and non-interchange meters.
END BLOCK and **SLICE/BLOCK** templates.

Exhibit E
METERING

Commented [RMM95]: Exhibit E was shared at workshop on Oct. 9.

Drafter's Notes: Rows will be added to the table to include applicable Points of Metering and Points of Delivery. The table will be sorted first by manner of service then alphabetically by POD name, then POM name under each POD.

1. METERING

BPA POD Name	BPA POD Number	BPA POM Name	BPA POM Number	POD Location Description	POD Voltage kV	POM Location Description	Direction for PF Billing Purposes	WECC Balancing Authority	Manner Of Service	Manner Of Service Description	Metering Loss Adjust-ment	Exception

2. REVISIONS

Each Party shall notify the other with any requests to update to this exhibit. The Parties shall coordinate and seek mutual agreement on any such requested exhibit revisions. Upon such agreement, or if the agreement is unreasonably withheld or delayed, BPA shall revise this exhibit to accurately reflect what BPA determines are the actual characteristics of PODs and meter information described in this exhibit. Unless the Parties otherwise agree, BPA shall not revise the exhibit any sooner than 60 days after the request to update this exhibit. BPA shall provide «Customer Name» with a revised Exhibit_E. The effective date will be the date stated at the top of the revised exhibit.

(PS«X/LOC»- «File Name with Path».docx) «mm/dd/yy» *{Drafter's Note: Insert date of finalized contract here}*

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

End Option 1 for Slice/Block and Block customers that have both interchange and non-interchange meters.

Option 2: Include for Slice/Block and Block customers that have **ONLY** interchange meters.

Exhibit E METERING

Commented [RMM96]: Exhibit E was shared at workshop on Oct. 9.

1. DESCRIPTION OF INTERCHANGE METERS

For purposes of this exhibit, an “Interchange Point” means the point where two Balancing Authority Areas interconnect and at which the interchange of energy between Balancing Authority Areas is monitored and measured by interchange meter(s). The Parties agree that although the following interchange meters may not be necessary to prepare «Customer Name»’s power bills, inclusion of this information will help both Parties administer this Agreement. Information about the points of interchange and meter to interchange relationships are useful in providing the Parties a better understanding of the scope of «Customer Name»’s and BPA’s Balancing Authority Areas. This information will also help BPA review its forecasting assumptions.

Drafter’s Notes: Rows will be added to the table for each meter point. The meter table will be sorted alphabetically according to name of interchange point.

Sub-Option 1: Include if customer’s interchange meters are in their own BAA.

Name of Interchange Point	Meter Location	Meter Owner

END Sub-Option 1

Sub-Option 2: Include if customer’s interchange meters are in a different BAA.

BPA and «BAA Customer Name» have installed interchange telemetry and metering at the locations listed below.

Name of Interchange Point	Meter Location	Meter Owner	Exception

End Sub-Option 2

2. REVISIONS

Each Party shall notify the other with any requests to update to this exhibit. The Parties shall coordinate and seek mutual agreement on any such requested exhibit revisions. Upon such agreement, or if the agreement is unreasonably withheld or delayed, BPA shall revise this exhibit to accurately reflect what BPA determines are the actual characteristics of PODs and meter information described in this exhibit.

Unless the Parties otherwise agree, BPA shall not revise the exhibit any sooner than 60 days after the request to update this exhibit. BPA shall provide «Customer Name» with a revised Exhibit-E. The effective date will be the date stated at the top of the revised exhibit.

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(PS«X/LOC»- «File Name with Path».docx) «mm/dd/yy» *{Drafter's Note: Insert date of finalized contract here}*

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*End Option 2 for Block and Slice/Block customers that have ONLY Interchange meters
END BLOCK and SLICE/BLOCK templates.*

Include in LOAD FOLLOWING template:

Option 1: Include for customers served by Transfer Service with a BPA NT Agreement and for directly-connected NT customers that elected to purchase Resources Support Services, that elected to purchase power at a Tier 2 rate, Diurnal Flattening Service, or Secondary Crediting that elected to purchase Transmission Scheduling Service:

Exhibit F TRANSMISSION SCHEDULING SERVICE

1. DEFINITIONS, PURPOSE AND PARAMETERS

1.1 Definitions

- 1.1.1 “Planned Transmission Outage” means an event that reduces the transmission capacity on a segment of the transmission path used to deliver «Customer Name»’s Dedicated Resource prior to the initial approval of the E-Tag.
- 1.1.2 “Transmission Curtailment” means an event that is initiated by a transmission provider through a curtailment to the E-Tag as a result of transmission congestion or an outage on the path used to deliver «Customer Name»’s Dedicated Resource.
- 1.1.3 “Transmission Event” means a Planned Transmission Outage or a Transmission Curtailment.

1.2 Purpose

- 1.4 “Transmission Scheduling Service ~~is provided~~ Full” or “TSS-Full” means the Transmission Scheduling Service for a specific Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load where BPA performs all necessary scheduling, including the creation and maintenance of E-Tags for such resource.

Option: Include the following for exclusively directly-connected customers or for customers that are BOTH directly-connected and served by Power Services to help Transfer Service:

- 1.1.5 “Transmission Scheduling Service-Partial” or “TSS-Partial” means the Transmission Scheduling Service for a specific Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load where «Customer Name» ~~manage certain aspects~~ performs all necessary scheduling, including the creation and maintenance of ~~its BPA Network Integration~~ E-Tags for such resource.

End option

Commented [RMM97]: Following the workshop on 11/20 and from comments from the 10/31 template release BPA restructured TSS-Full and TSS-Partial to allow customers to elect one or the other at the resource level granting the request received at both the workshop and in comments. This accommodation will be for exclusively directly-connected customers or for customers that are BOTH directly-connected and served by Transfer Service.

A majority of the changes since the last version of this exhibit are based on this.

Commented [OJ(P698): Load Following versions of Exhibit F were last shared at workshop Nov. 20. There are edits in section 14 that BPA has made in response to comment received at or after the Nov 20th workshop that had not yet been shared at workshop.

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1.2 Transmission ~~Scheduling Service Agreement (BPA NT Agreement), Full~~ (TSS-Full)

~~This section 1.2 shall apply to allow BPA to use the inherent flexibilities any of «Customer Name»'s network rights in combination with other network customers' rights to manage BPA's power resources efficiently, and to provide seamless scheduling for Transfer Service customers. Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load listed as purchasing TSS-Full in the table in section «X» of Exhibit J.~~

Commented [RMM99]: Resources electing TSS-Full will be listed in Exhibit J.

~~Option 1: Include the following for customers purchasing Transmission Scheduling Service (TSS-Full)~~

1.3 Parameters of Transmission Scheduling Service

Beginning October 1, ~~2011~~ «year customer begins taking TSS», and through the term of this Agreement, Power Services shall provide and «Customer Name» shall purchase ~~Transmission Scheduling Service TSS-Full~~ for its Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load listed as purchasing TSS-Full in the table in section «X» of Exhibit J. Power Services shall schedule «Customer Name»'s ~~federal BPA provided power and~~ Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load to «Customer Name»'s Total Retail Load under «Customer Name»'s ~~BPA-NT Agreement with~~ Transmission Services and/or other transmission agreement(s). Power Services shall not provide ~~Transmission Scheduling Service TSS-Full~~ for anything other than delivery to «Customer Name»'s Total Retail Load.

Power Services shall perform all necessary prescheduling and real-time scheduling functions, and make other arrangements and adjustments, consistent with any RSS products and any other products and services «Customer Name» is purchasing from Power Services. «Customer Name» shall continue to be responsible for all non-scheduling provisions of its transmission agreement(s) used to serve «Customer Name»'s Total Retail Load, in accordance with the applicable OATT, including, but not limited to, the designation and undesignation of Network Resources, as defined by the applicable OATT.

«Customer Name» shall be subject to the rates, terms and conditions for ~~Transmission Scheduling Service TSS-Full~~ specified in BPA's applicable Wholesale Power Rate Schedules and GRSPs.

~~Option 1: Include the following for customers that are exclusively served by Transfer Service:~~

1.3 This section intentionally left blank.

~~End Option 1 TSS-Full~~

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Option 2: Include the following for exclusively directly-connected customers purchasing Transmission Scheduling or for customers that are BOTH directly-connected and served by Transfer Service Partial (TSS-Partial):

1.3 Transmission Scheduling Service-Partial (TSS-Partial)

~~This~~

~~1.3.1 Eligibility for Electing Transmission Scheduling Service-Partial~~

~~In order to be eligible to elect Transmission Scheduling Service-Partial, «Customer Name» must meet the following criteria:~~

- ~~(1) «Customer Name» must create and maintain a purchase selling entity code in the NERC registry through webRegistry, or its successor, at least one month prior to the date in section 1.3.2 below that «Customer Name» begins purchasing Transmission Scheduling Service-Partial; and,~~
- ~~(2) «Customer Name» must be directly connected to the BPA transmission system; or,~~

~~(3) if «Customer Name» is served entirely by Transfer Service, then shall apply to any of «Customer Name»'s Dedicated Resource(s) must be a Mid-Cand Consumer-Owned Resource(s) serving On-Site Consumer Load listed as purchasing TSS-Partial in the table in section «X» of Exhibit J.~~

~~Beginning October 1, «year» over Non-Firm, consistent with section 4.3.4 customer began taking TSS», and through the term of this Agreement, provided that «Customer Name» meets and continues to meet the requirements in section 1.3.1 of this exhibit, and «Customer Name» must enter into Mid-C Resource Over Non-Firm exchange of power with BPA the terms and conditions of which are or shall be included in Exhibit D to this Agreement; or,~~

- ~~(4) if «Customer Name» is served by Transfer Service over multiple transmission systems and has load directly connected to the BPA transmission system, then under the process described in section 14.7 of the body of this Agreement «Customer Name» must elect to deliver its Dedicated Resource(s) that require an E-Tag to its Total Retail Load over the BPA transmission system.~~

~~1.3.2 Election, Commitment, and Removal of Transmission Scheduling Service-Partial~~

~~«Customer Name» shall notify BPA of its election to purchase Transmission Scheduling Service-Partial by July 15 for the upcoming Fiscal Year or Rate Period.~~

Commented [RMM100]: Resources electing TSS-Partial will be listed in Exhibit J.

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~~If «Customer Name» elects Transmission Scheduling Service Partial, then the Parties will revise this exhibit to include the terms and conditions of such election. BPA will consider Transmission Scheduling Service Partial to be «Customer Name»'s default election through the term of the Agreement.~~

~~At any time, «Customer Name» may elect to remove Transmission Scheduling Service Partial by providing notice to BPA. If «Customer Name» requests to remove Transmission Scheduling Service Partial, then, pursuant to the terms of section 9 of this exhibit BPA will revise this exhibit to include the terms and conditions of Transmission Scheduling Service Full. Unless an effective date is otherwise agreed upon by the Parties, «Customer Name»'s purchase of Transmission Scheduling Service Full will be effective the first day of the calendar month following the 45 day period specified in section 9 of this exhibit.~~

~~Pursuant to the terms and conditions of section 4.2 and section 9 of this exhibit, BPA has the right to remove «Customer Name»'s Transmission Scheduling Service Partial and to require that «Customer Name» purchase Transmission Scheduling Service Full.~~

~~*Drafter's Note: Add date (year) below to reflect when customer started purchasing TSS Partial.*~~

~~1.3.3—Parameters of Transmission Scheduling Service Partial~~
~~Beginning October 1, «year», and through the term of this Agreement, Power Services shall provide and «Customer Name» shall purchase Transmission Scheduling Service Partial TSS-Partial for its Dedicated Resource(s) and Consumer-Owned Resources serving On-Site Consumer Load listed as purchasing TSS-Partial in the table in section «X» of Exhibit J. Power Services shall schedule «Customer Name»'s federal power Firm Requirements Power to «Customer Name»'s Total Retail Load under «Customer Name»'s BPA-NT Agreement with Transmission Services and/or other transmission agreement(s), and «Customer Name» shall schedule each of «Customer Name»'s Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load that require an E-Tag to «Customer Name»'s Total Retail Load under «Customer Name»'s BPA-NT Agreement with Transmission Services and/or other transmission agreement(s)-) that «Customer Name» has elected to purchase TSS-Partial. Power Services shall not provide Transmission Scheduling Service TSS-Partial for any delivery other than delivery to «Customer Name»'s Total Retail Load.~~

~~For all its Dedicated Resources that require~~
~~For each Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load that «Customer Name» has elected TSS-Partial for and that requires an E-Tag, «Customer Name» shall perform all necessary scheduling functions, and make other arrangements and adjustments, consistent with any RSS products and any other products and services «Customer Name» is purchasing from Power~~

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Services. «Customer Name» shall continue to be responsible for all non-scheduling provisions of its transmission agreement(s) used to serve «Customer Name»'s Total Retail Load, in accordance with the applicable OATT, including, but not limited to, the designation and undesignation of Network Resources, as defined by the applicable OATT.

«Customer Name» shall create and maintain any necessary source or sink codes in the NERC registry through webRegistry, or its successor, for each Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load and notify BPA of such codes once created.

«Customer Name» shall be charged for service according to the rates, terms and conditions for ~~Transmission Scheduling Service~~TSS-Partial specified in BPA's applicable Wholesale Power Rate Schedules and GRSPs.

1.3.1 Eligibility for Electing~~End Option 2~~ TSS-Partial

In order for «Customer Name» to be eligible to elect TSS-Partial for any of its Dedicated Resource(s) or Consumer-Owned Resource(s) serving On-Site Consumer Load, «Customer Name» must create and maintain a purchase selling entity code in the NERC registry through webRegistry, or its successor, for each Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load at least one month prior to the date in section 1.3 above that «Customer Name» begins purchasing TSS-Partial for such resource(s).

Option: Include the following for customers that are BOTH directly-connected and served by Transfer Service:

In order for «Customer Name»'s Dedicated Resource(s) or Consumer-Owned Resource(s) serving On-Site Consumer Load to be eligible for TSS-Partial such resource must have a Delivery Plan of BPA's Transmission System.

End option

1.3.2 Election, Commitment and Removal of TSS-Partial

Provided that «Customer Name» is eligible to elect TSS-Partial for any of its Dedicated Resource(s) or Consumer-Owned Resource(s) serving On-Site Consumer Load, pursuant to section 1.3.1 of this exhibit, «Customer Name» may notify BPA of its election to purchase TSS-Partial for any of its Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load by July 15 of a Forecast Year. If «Customer Name» elects TSS-Partial for any of its Dedicated Resource(s) or Consumer-Owned Resource(s) serving On-Site Consumer Load, then, notwithstanding BPA's ability to deny TSS-Partial pursuant to section 4.4, the Parties will revise the table in section «X» of Exhibit J to include TSS-Partial for such resource(s) by October 1 of the first Fiscal Year of the upcoming Rate Period.

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If «Customer Name» has not met or ceases to meet the requirements in section 1.3.1 of this exhibit for any of its Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load, or if allowed pursuant to the terms and conditions of section 4.2 of this exhibit, then «Customer Name» shall purchase TSS-Full for such resource(s) and BPA shall unilaterally revise the table in section «X» of Exhibit J to remove TSS-Partial and add TSS-Full for such resource(s).

Prior to such revision, BPA will provide notice to «Customer Name» and a draft revision of Exhibit J with such changes. Unless an effective date is otherwise agreed to by the Parties, such revision shall be effective on the first day of the next calendar month.

End Option 2

2. ASSIGNMENT OF SCHEDULING RIGHTS

~~Prior to Power Services providing Transmission Scheduling Service, «Customer Name» shall agree that:~~

- (1) ~~notify Transmission Services that~~ Power Services is the scheduling entity for service taken under «Customer Name»'s ~~BPA~~ NT Agreement with Transmission Services;
- (2) ~~assign~~ Power Services has the right to acquire and manage secondary service under «Customer Name»'s NT Agreement with Transmission Services pursuant to section 28.4 of the BPA OATT as necessary to fulfill ~~BPA's~~ Power Services' obligations under this Agreement. If necessary, «Customer Name» will retain the right to acquire secondary service under their NT agreement to deliver any Dedicated Resources to their load; and
- (3) ~~prior to Power Services providing TSS, Power Services will provide Transmission Services notice of (1) and (2) above.~~

In the event that Transmission Services requires direct engagement from «Customer Name» on (1) or (2), «Customer Name» shall notify Transmission Services directly.

Upon request, «Customer Name» shall provide copies of ~~«Customer Name»'s any~~ transmission agreement(s) used to serve «Customer Name»'s Total Retail Load.

Additionally, over the term of this Agreement, «Customer Name» shall provide Power Services with any additional transmission agreements «Customer Name» enters into which are used for service to its Total Retail Load and all amendments and modifications to current copies of «Customer Name»'s transmission agreement(s).

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3. LOAD FORECAST

If a daily load forecast is required by «Customer Name»'s transmission agreement(s), then BPA shall develop the daily and hourly load forecasts for «Customer Name»'s Total Retail Load. «Customer Name» shall cooperate with BPA in all load forecasting to provide any information BPA determines is necessary to support BPA's forecast of «Customer Name» load to provide TSS. If any load specific information is needed for developing a daily or hourly load forecast, then «Customer Name» shall provide such information in a timely manner.

Option 1: Include the following for customers purchasing Transmission Scheduling Service (TSS-Full)

4. SCHEDULING OF «CUSTOMER NAME»'S DEDICATED RESOURCES

Drafter's Note: Include the following language for customers that have one or more Dedicated Resources that BPA has determined no scheduling is necessary for delivery to load and list such resource(s). Do not list a market purchase from BPA Power that qualifies as a Mid-C Resource Over Non Firm.

This section- 4 shall not apply to any of «Customer Name»'s following Dedicated Resource(s) and Consumer-Owned Resource(s): ~~«Insert name(s) of non-applicable Dedicated Resource(s)»~~. BPA may unilaterally revise this list pursuant to) serving On-Site Consumer Load that BPA has determined, based on the Tariff and Business Practices of the relevant Third-Party Transmission Provider(s), do not require scheduling as specified in the table in section 9«X» of this exhibit. ~~Exhibit J.~~
End Option

Commented [RMM101]: Comments were received at the 11/20 workshop regarding the criteria that would fall under this section. BPA has added the criteria.

Additionally, like with TSS-Full and TSS-Partial, the specific resources for this section will be listed in Exhibit J.

4.1 Prescheduling for TSS-Full Resources

«Customer Name» shall submit a delivery schedule to Power Services for each of its Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load for delivery to its Total Retail Load which shall include information such as the source, any points of receipt, any Open Access Same-time Information System (OASIS) reservation reference numbers needed for the delivery of ~~non federal powersuch resources~~, the daily megawatt profile, and all purchasing selling entities in the path. This delivery schedule shall be submitted to Power Services by the earlier of one hour prior to the close of the firm transmission prescheduling deadline associated with the transmission agreement(s) used to deliver power to «Customer Name»'s Total Retail Load, or 1100 hours Pacific Prevailing Time (PPT) on the preschedule day. *«Sub Option 1: Include for customers that are either exclusively directly-connected or exclusively served by Transfer Service»* However, if any of «Customer Name»'s Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load are to be delivered over secondary network transmission pursuant to section 4.3.43.1.2 below, then «Customer Name» shall submit its delivery schedule for such resource to Power Services by 1300 hours PPT on the preschedule day. *End Sub Option 1»«Sub Option 2: Include for customers that have load are BOTH directly-connected and served by Transfer Service»* However, if «Customer Name»'s Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load are to be delivered over secondary network transmission pursuant to section 4.3.43.1.2

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or section 4.3.43.2.2 below, then «Customer Name» shall submit its delivery schedule to Power Services by 1300 hours PPT on the preschedule day. *End Sub Option 2»*

«Customer Name» shall submit all required prescheduled information in a format specified by Power Services.

At Power Services' request, «Customer Name» shall provide Power Services information on real power losses associated with «Customer Name»'s transmission agreement(s).

4.21.1 Real-Time Scheduling

Power Services shall accept megawatt adjustments to each of «Customer Name»'s Dedicated ResourceResources and Consumer-Owned Resources serving On-Site Consumer Load schedule(s) up to the earlier of 45 minutes prior to the hour of delivery or 25 minutes prior to the earliest of the transmission real-time scheduling deadlines associated with delivery of power to «Customer Name»'s Total Retail Load.

«Customer Name» shall submit all required real-time scheduling information in a format specified by Power Services.

Option 1: ~~End Option 1~~ TSS Full

Option 2: ~~Include the following for customers purchasing TSS Partial that are exclusively served by Transfer Service:~~

~~4. SCHEDULING OF «CUSTOMER NAME»'S DEDICATED RESOURCES~~ *Drafter's Note 4.2 This section intentionally left blank.*

End Option 1

Option: ~~Include the following language for exclusively directly-connected customers that have one or more Dedicated Resources for customers that BPA has determined no scheduling is necessary for delivery to load are BOTH directly-connected and list such resource(s). Do not list a market purchase from BPA Power that qualifies as a Mid-C Resource Over Non-Firm served by Transfer Service:~~

This section 4 shall not apply to «Customer Name»'s following Dedicated Resource(s): «Insert name(s) of non-applicable Dedicated Resource(s)». BPA may unilaterally revise this list pursuant to section 9 of this exhibit.

End Option

~~4.1 E Tags, Other Scheduling Requirements~~

~~4.2 Other Scheduling Requirements for TSS-Partial~~

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4.2.1 ~~1 E Tags~~

«Customer Name» shall electronically carbon copy Power Services on all E Tags for its Dedicated Resources by naming BPAP01 as the “Purchasing Selling Entity” (PSE) on all such E Tags. A carbon copy is not needed when power being scheduled was purchased from Power Services, including Slice Output, and Power Services is included in the market path on the E Tag.

4.1.2 ~~Transfer Service Customers’ Submittal of Monthly PORs and Maximum Megawatt Hourly Amounts~~

If «Customer Name» is served by Transfer Service and enters into a Mid-C Resource Over Non-Firm exchange of power with BPA pursuant to the terms in Exhibit D, then ten Business Days prior to the start of a month, «Customer Name» shall submit monthly POR(s) as listed in section 4.3.4.1.2(1) below and the maximum megawatt hourly amount needed for each POR. Such total megawatt amounts for all PORs may be no higher than «Customer Name»’s maximum Above RHWL Load amount for the month. «Customer Name» shall submit its POR(s) and associated megawatt amount by e-mail to the following e-mail address: gta@bpa.gov. BPA will reserve transmission on «Customer Name»’s behalf, and will supply «Customer Name» with a reservation number as necessary for submitting its E Tags.

4.1.3 ~~Special Provisions for «Customer Name»’s Transmission Scheduling ServiceTSS-Partial~~

«None at this time» *or* «describe unique arrangements or requirements»

4.2.4 ~~Events, Charges for Events, BPA-Required Removal~~

BPA shall charge «Customer Name» for ~~Transmission Scheduling ServiceTSS-Partial~~ events, as defined in BPA’s applicable Wholesale Power Rate Schedules and GRSPs, for each of its Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load consistent with the rates, terms and conditions for ~~Transmission Scheduling ServiceTSS-Partial~~ specified in BPA’s applicable Wholesale Power Rate Schedules and GRSPs.

If «Customer Name» has five or more ~~Transmission Scheduling ServiceTSS-Partial~~ events in one month for any of its Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load, then BPA may require the removal of «Customer Name»’s ~~Transmission Scheduling ServiceTSS-Partial~~ for that resource. BPA will consider the circumstances of the five or more events in determining if BPA will require removal of ~~Transmission Scheduling ServiceTSS-Partial~~. IfAfter such consideration, BPA requires removal, then BPA will, pursuant to section 9 of this exhibit, provide

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~~notice to shall unilaterally determine if «Customer Name» that it may no longer purchase Transmission Scheduling Service Partial and must purchase Transmission Scheduling Service TSS-Full. At the time of such notice, BPA will provide «Customer Name» with a draft revision of Exhibit F with such changes. Pursuant to section 9 of this exhibit, BPA will, subsequently, provide «Customer Name» with a unilateral revision to this Exhibit F that includes the terms and conditions of Transmission Scheduling Service Full. Unless an effective date is otherwise agreed to by the Parties, «Customer Name»'s purchase of Transmission Scheduling Service Full will be effective on the first day of the calendar month following the 45 day period specified in section 9 of this exhibit.~~

If BPA has removed ~~Transmission Scheduling Service Partial~~ TSS-Partial for such Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load pursuant to this section 4.2, then «Customer Name» may request ~~Transmission Scheduling Service TSS-Partial for the resource~~ by July 15 ~~prior to the start~~ of a subsequent ~~Fiscal Forecast~~ Year; however, BPA, at its discretion, may deny such a request.

End Option 2 ~~TSS-Partial~~

4.3 Transmission Curtailments

4.3.1 Notification Preference

~~Prior to the delivery of «Customer Name»'s Dedicated Resources to «Customer Name»'s load, «Customer Name» shall notify BPA whether it wants to receive either an electronic copy of the E-Tag or an e-mail of a Transmission Curtailment that impacts any of «Customer Name»'s Dedicated Resources. If «Customer Name» chooses notification of Transmission Curtailments by e-mail, then «Customer Name» shall provide BPA a single e-mail address for BPA to send such notifications to, and the Parties shall revise the table in section 4.3.6 below to include the e-mail address. BPA shall notify «Customer Name» no later than ten minutes after a Transmission Curtailment.~~

4.3.2 Transmission Curtailment Management Service (TCMS)

As a feature of ~~Transmission Scheduling Service TSS~~, BPA shall provide ~~Transmission Curtailment Management Service (TCMS)~~ for certain «Customer Name» Dedicated Resources that require an E-Tag for delivery. TCMS coverage shall apply when Transmission Events impact eligible resources, with certain limitations as described throughout this section 4.3. TCMS and Transmission Events do not apply to Consumer-Owned Resources serving On-Site Consumer Load.

In accordance with the BPA OATT, TCMS coverage shall not apply while Transmission Services is redispatching «Customer Name»'s

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Dedicated Resource(s) to serve «Customer Name»'s load during a Transmission Event.

Reviewer's Note: The language below addresses curtailments if BPA is scheduling any Dedicated Resource without TCMS coverage. The Parties may, with mutual agreement, revise this exhibit to allow a customer to schedule such Dedicated Resource.

4.3.32 **Curtailment and Outage Terms and Conditions for Resources without TCMS**

This section 4.3.32 shall apply to «Customer Name»'s Dedicated Resources for which Power Services is not providing TCMS coverage.

4.3.32.1 If a Transmission Curtailment occurs prior to 45 minutes before the hour of delivery, then «Customer Name» shall be responsible for securing replacement energy or alternate transmission, arranging delivery to the Balancing Authority Area in which «Customer Name» is located, and notifying Power Services of the revised delivery schedule prior to 45 minutes before the hour of delivery.

If Power Services is unable to secure secondary network transmission for the replacement resource because «Customer Name» did not notify Power Services of the revised delivery schedule prior to 45 minutes prior to the hour of delivery or secondary network transmission is unavailable, then «Customer Name» shall be subject to charges consistent with the provisions of this Agreement and all related products and BPA's ~~power rate schedules~~ applicable Wholesale Power Rate Schedules and GRSPs, including ~~UAI~~ Unauthorized Increase charges.

4.3.32.2 Power Services shall not accept replacement delivery schedules for Transmission Curtailments that occur less than 45 minutes before the delivery hour. «Customer Name» shall be subject to charges consistent with the provisions of this Agreement and all related products and BPA's ~~power rate schedules~~ applicable Power Rate Schedules and GRSPs, including ~~UAI~~ Unauthorized Increase charges.

~~Option 1: Include the following for customers purchasing TSS Full~~

4.3.32.3 If a Planned Transmission Outage is announced prior to «Customer Name»'s submission of a delivery schedule in preschedule, then «Customer Name» shall be responsible for securing replacement energy or alternate transmission, arranging delivery to the Balancing Authority Area in which «Customer Name» is located, and notifying Power Services of the revised delivery schedule prior to the preschedule

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deadline described in section 4.1 of this exhibit.

~~End Option 1 TSS Full~~

~~Option 2: Include the following for customers purchasing TSS Partial~~

~~4.3.3.3 If a Planned Transmission Outage is announced prior to
«Customer Name»'s submission of a delivery schedule in pre-
schedule, then «Customer Name» shall be responsible for
securing replacement energy or alternate transmission,
arranging delivery to the Balancing Authority Area in which
«Customer Name» is located, and carbon copying Power
Services on the E Tag of the revised delivery schedule prior to
the scheduling requirements described in section 4.1 of this
exhibit.~~

~~End Option 2 TSS Partial~~

~~4.3.4~~

~~4.3.3~~ TCMS Coverage Eligibility, Determination and Termination

~~Option 1: Include the following for customers that are exclusively
served by Transfer Service.~~

~~4.3.4.1~~ Eligibility of Resources for TCMS Coverage

~~4.3.4.1.1~~ Firm Transmission

Power Services shall provide TCMS coverage for
«Customer Name»'s Dedicated Resource if such
resource has been granted firm transmission by all
applicable transmission providers.

~~4.3.4.1.2~~ Mid-C Resource Over Non-Firm

Power Services shall provide TCMS coverage for
«Customer Name»'s Dedicated Resource if:

- (1) such resource is: (A) a WSPP Schedule C
market purchase delivered to the
scheduling point of Mid-C Remote, NW
Hub, BPAT.CHPD, BPAT.GCPD, or
BPAT.DOPD; (B) a WSPP Schedule C
market purchase from BPA at BPA Power
(which does not need to be delivered to
Mid-C); or (C) a market purchase under the
Edison Electric Institute Master Power
Purchase & Sale Agreement, Version 2.1 or
its successor, Schedule P: "Firm (LD)" or
"Firm (No Force Majeure)" delivered to the
scheduling point of Mid-C Remote, NW
Hub, BPAT.CHPD, BPAT.GCPD, or
BPAT.DOPD. BPA will allow such Mid-C

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market purchases to be scheduled from
Mid-C to BPA Power, as applicable, over
non-firm secondary network transmission.
And,

~~(1) (2) «Customer Name» (A) revises Exhibit D to include the terms and conditions of a Mid-C Resource Over Non-Firm exchange of power with BPA; and (B) revises Exhibit G to acknowledge the change in applicability of Exhibit G principles on its Mid-C Resource Over Non-Firm.~~

(2) «Customer Name» revises Exhibit D to include the terms and conditions of a Mid-C Resource Over Non-Firm exchange of power with BPA.

For purposes of this Agreement, such resource will be referred to as “Mid-C Resource Over Non-Firm”.

4.3.1.3 **Actively Obtaining Firm Transmission**

Power Services may, on a case-by-case basis and with certain limitations on the service, provide TCMS coverage for «Customer Name»’s Dedicated Resource that has not yet been granted firm network transmission by all applicable transmission providers if Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. Power Services and «Customer Name» shall work cooperatively to obtain firm network transmission for the Dedicated Resource pursuant to the principles in Exhibit G of this Agreement and the Parties’ executed Transfer Service Support for Non-Federal Resources Agreement, terms and conditions of section 3 of Exhibit G. Power Services shall have sole discretion in determining whether or not Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. However, when making this determination Power Services shall use criteria including but not limited to: (1) the date «Customer Name» requests that Power Services pursue firm network transmission; (2) the planned start date for service from the Dedicated Resource; (3) the location of the resource; (4) the

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potential for Transmission Curtailments associated with delivering the resource on non-firm transmission; (5) the status of any ongoing OASIS requests and studies related to the resource; and (6) the length of time Power Services and «Customer Name» have been in the process of obtaining firm network transmission.

~~Drafter's Note: Do not include the following for customers who are receiving Exhibit F TSS language for the first time.~~

4.3. ~~4.1.4~~ **During Transition Period**

~~Power Services shall also provide TCMS coverage for «Customer Name's» Dedicated Resource as provided for in section 4.3.5 of this exhibit.~~

~~4.3.4~~ **2 BPA's Determination for TCMS Coverage**

If «Customer Name» notifies Power Services that it is pursuing firm network transmission with all applicable transmission providers, then Power Services shall provide «Customer Name» with a determination of whether or not it may purchase such TCMS within 30 days following Power Services' receipt of «Customer Name's» notice.

4.3. ~~4.3~~ **3 Termination of TCMS Coverage**

If, consistent with section 4.3. ~~4.3~~ 1.3 above, BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission by Transmission Services and a request for firm network transmission for such Dedicated Resource is withdrawn, or if such request is declined or invalidated without a timely resubmission of a similar request, then «Customer Name» shall notify BPA immediately and BPA shall terminate the provision of TCMS for «Customer Name's» Dedicated Resource ten Business Days after such notification.

If, consistent with section 4.3. ~~4.3~~ 1.3 above, BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission and BPA offers a revision to Exhibit J to add such resource to «Customer Name's» Network Resource ~~Exhibit to the Transfer Service Support for Non-Federal Resources Agreement for such Dedicated Resource~~ section of Exhibit J, and such ~~Network Resource~~ revision to Exhibit J is not executed by «Customer Name» within 30 days of the offer, then BPA shall terminate the provision of TCMS for

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«Customer Name»'s Dedicated Resource ten Business Days following the aforementioned 30 day period.

End Option 1

Option 2: Include the following for customers that are exclusively directly-connected.

4.3.43.1 Eligibility of Resources for TCMS Coverage

4.3.43.1.1 Firm Transmission

Power Services shall provide TCMS coverage for «Customer Name»'s Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

4.3.43.1.2 Mid-C Resource Over Non-Firm

Power Services shall provide TCMS coverage for «Customer Name»'s Dedicated Resource if such resource is: (1) a WSPP Schedule C market purchase delivered to the scheduling point of Mid-C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD; (2) a WSPP Schedule C market purchase from BPA at BPA Power (which does not need to be delivered to Mid-C); or (3) a market purchase under the Edison Electric Institute Master Power Purchase & Sale Agreement, Version 2.1 or its successor, Schedule P: "Firm (LD)" or "Firm (No Force Majeure)" delivered to the scheduling point of Mid-C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. Such resources shall be scheduled from Mid-C or the Federal Columbia River Power System to «Customer Name»'s Total Retail Load over non-firm secondary network transmission.

For purposes of this Exhibit F, such resource will be referred to as "Mid-C Resource Over Non-Firm".

4.3.43.1.3 Actively Obtaining Firm Transmission

Power Services shall provide TCMS coverage for «Customer Name»'s Dedicated Resource if «Customer Name» has submitted a request for firm network transmission to Transmission Services for such resource and that resource has been granted firm transmission by all other applicable providers, except as described in section 4.3.74.1 of this exhibit.

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4.3.43.2 Termination of TCMS Coverage

If, consistent with section 4.3.43.1.3 above, BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission and the request for firm network transmission for such Dedicated Resource is withdrawn, or if such request declined or invalidated without a timely resubmission of a similar request, then «Customer Name» shall notify BPA immediately and BPA shall terminate the provision of TCMS for «Customer Name»'s Dedicated Resource ten Business Days after such notification.

End Option 2

Option 3: Include the following for customers that ~~have load~~are BOTH directly connected and served by Transfer Service.

4.3.43.1 Eligibility of Resources Serving Transfer Service Load for TCMS Coverage

If a Dedicated Resource will serve load for which Power Services provides Transfer Service, then Power Services shall provide TCMS coverage in accordance with the following.

4.3.43.1.1 Firm Transmission

Power Services shall provide TCMS coverage for «Customer Name»'s Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

4.3.43.1.2 Mid-C Resource Over Non-Firm

Power Services shall provide TCMS coverage for «Customer Name»'s Dedicated Resource if:

(2)(1) (1) such resource is: (A1) a WSPP Schedule C market purchase delivered to the scheduling point of Mid-C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD; (B2) a WSPP Schedule C market purchase from BPA at BPA Power (which does not need to be delivered to Mid-C); or (C3) a market purchase under the Edison Electric Institute Master Power Purchase & Sale Agreement, Version 2.1 or its successor, Schedule P: "Firm (LD)" or "Firm (No Force Majeure)" delivered to the scheduling point of Mid-C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. BPA will allow such Mid-C market purchases

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to be scheduled from Mid-C to BPA Power, as applicable, over non-firm secondary network transmission. And,

(2) «Customer Name» (A) revises Exhibit D to include the terms and conditions of a Mid-C Resource Over Non-Firm exchange of power with BPA; and (B) revises Exhibit G to acknowledge the change in applicability of Exhibit G principles on its Mid-C Resource Over Non-Firm.

~~(2) «Customer Name» (A) revises Exhibit D to include the terms and conditions of a Mid-C Resource Over Non-Firm exchange of power with BPA; and (B) revises Exhibit G to acknowledge the change in applicability of Exhibit G principles on its Mid-C Resource Over Non-Firm.~~

For purposes of this ~~Agreement~~ Exhibit F, such resource will be referred to as “Mid-C Resource Over Non-Firm”.

4.3.1.3 ~~4.3.1.3~~ **Actively Obtaining Firm Transmission**

Power Services may, on a case-by-case basis and with certain limitations on the service, provide TCMS coverage for «Customer Name»’s Dedicated Resource that has not yet been granted firm network transmission by all applicable transmission providers if Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. Power Services and «Customer Name» shall work cooperatively to obtain firm network transmission for the Dedicated Resource pursuant to the ~~principles in Exhibit G of this Agreement and the Parties’ executed Transfer Service Support for Non-Federal Resources Agreement, terms and conditions of section 3 of Exhibit G.~~ Power Services shall have sole discretion in determining whether or not Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. However, when making this determination Power Services shall use criteria including but not limited to:

(1) the date «Customer Name» requests that Power

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Services pursue firm network transmission; (2) the planned start date for service from the Dedicated Resource; (3) the location of the resource; (4) the potential for Transmission Curtailments associated with delivering the resource on non-firm transmission; (5) the status of any ongoing OASIS requests and studies related to the resource; and (6) the length of time Power Services and «Customer Name» have been in the process of obtaining firm network transmission.

~~Drafter's Note: Do not include the following for customers who are receiving Exhibit F TSS language for the first time.~~

4.3. ~~4.1.4~~ **During Transition Period**

~~Power Services shall also provide TCMS coverage for «Customer Name»'s Dedicated Resource as provided for in section 4.3.5 of this exhibit.~~

~~4.3.4~~ **3.2 Eligibility of Resources Serving Directly-Connected Load for TCMS Coverage**

If a Dedicated Resource is serving load that is directly-~~connected~~ to the BPA transmission system and for which Power Services does not provide Transfer Service, Power Services shall provide TCMS coverage for «Customer Name»'s Dedicated Resource in accordance with the following.

4.3. ~~4.3.2~~ **1 Firm Transmission**

Power Services shall provide TCMS coverage for «Customer Name»'s Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

4.3. ~~4.3.2~~ **2 Mid-C Resource Over Non-Firm**

Power Services shall provide TCMS coverage for «Customer Name»'s Dedicated Resource if such resource is: (1) a WSPP Schedule C market purchase delivered to the scheduling point of Mid-C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD; (2) a WSPP Schedule C market purchase from BPA at BPA Power (which does not need to be delivered to Mid-C); or (3) a market purchase under the Edison Electric Institute Master Power Purchase & Sale Agreement, Version 2.1 or its successor, Schedule P: "Firm (LD)" or "Firm (No Force Majeure)" delivered to the scheduling point of

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Mid-C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. Such Mid-C or BPA Power market purchases shall be scheduled from Mid-C or the Federal Columbia River Power System to «Customer Name»'s Total Retail Load over non-firm secondary network transmission.

~~For purposes of this Exhibit F, such resource will be referred to as "Mid-C Resource Over Non-Firm".~~

4.3.43.2.3 **Actively Obtaining Firm Transmission**

Power Services shall provide TCMS coverage for «Customer Name»'s Dedicated Resource if «Customer Name» has submitted a request for firm network transmission to Transmission Services for such resource and that resource has been granted firm transmission by all other applicable providers, except as described in section 4.3.74.1 of this exhibit.

4.3.43.3 **BPA's Determination for TCMS Coverage for Resources Serving Transfer Service Load**

If, consistent with section 4.3.43.1.3 above, «Customer Name» notifies Power Services that it is pursuing firm network transmission with all applicable transmission providers, and that resource will serve load for which Power Services provides Transfer Service, then Power Services shall provide «Customer Name» with a determination of whether or not it may purchase such TCMS within 30 days following Power Services' receipt of «Customer Name»'s notice.

4.3.43.4 **Termination of TCMS Coverage**

If, consistent with section 4.3.43.2.3 above, BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission by Transmission Services and a request for firm network transmission for such Dedicated Resource is withdrawn, or if such request is declined or invalidated without a timely resubmission of a similar request, then «Customer Name» shall notify BPA immediately and BPA shall terminate the provision of TCMS for «Customer Name»'s Dedicated Resource ten Business Days after such notification.

If, consistent with section 4.3.43.1.3 above, BPA is providing TCMS to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission and BPA

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offers a revision to Exhibit J to add such resource to «Customer Name»'s Network Resource Exhibit to the Transfer Service Support for Non-Federal Resources Agreement for such Dedicated Resource section of Exhibit J, and such Network Resource revision to Exhibit J is not executed by «Customer Name» within 30 days of the offer, then BPA shall terminate the provision of TCMS for «Customer Name»'s Dedicated Resource ten Business Days following the aforementioned 30 day period.

End Option 3

Option 1: Include the following for customers served exclusively by Transfer Service and for customers that have load BOTH directly connected and served by Transfer Service. However, see Option 3 if customer is receiving Exhibit F, TSS for the first time.

4.3.5 Initial Resource Exception to Certain TCMS Limitations

In order to facilitate customer acquisition of non-federal resources in the Transition Period described in sections 4.3.5(1) and 4.3.5(2) below, and in recognition that there may be delays in obtaining firm network transmission, BPA shall make the exception described in this section 4.3.5.

For certain Dedicated Resources that have not yet been granted firm network transmission by all applicable transmission providers, BPA shall provide TCMS without the case-by-case determination described in section 4.3.4.1 and without the limitations described in section 4.3.7.1. A Dedicated Resource shall be eligible for these exceptions only if it meets each of the following criteria:

- (1) the Dedicated Resource is first used to serve «Customer Name»'s Above-RHWM Load in FY 2012 or FY 2013 for a period of up to five Fiscal Years; and
- (2) the Dedicated Resource is delivered in both a Flat Annual Shape and Flat Within-Month Shape and used to serve «Customer Name»'s Above-RHWM Load for at least one Fiscal Year in duration; and
- (3) the Dedicated Resource is a market purchase consistent with the terms of the Western Systems Power Pool Service Schedule C; and
- (4) the Dedicated Resource is delivered at a point of receipt between the BPA Balancing Authority Area and the source Balancing Authority Area, delivered to the Northwest Market Hub on firm transmission, or delivered to the Mid-C hub as

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defined in Transmission Services Business Practices with a contractual arrangement that allows a new schedule to originate from the Mid-C hub; and

- (5) the Dedicated Resource is recognized by Transmission Services as a firm resource for purposes of designation as a Network Resource and a request for firm network transmission for the Dedicated Resource has been submitted to all applicable Transmission Providers, and «Customer Name» is actively in the process of obtaining firm network transmission for the Dedicated Resource.

If a Dedicated Resource ceases to meet any of the conditions described in this section 4.3.5, BPA shall only provide TCMS as described in all other sections of this exhibit.
End Option 1

Option 2: Include the following for customers exclusively directly connected. However, see Option 3 if customer is receiving Exhibit F, TSS for the first time.

4.3.5 Initial Resource Exception to Certain TCMS Limitations

In order to facilitate customer acquisition of non federal resources in the Transition Period described in sections 4.3.5(1) and 4.3.5(2) below, and in recognition that there may be delays in obtaining firm network transmission, BPA will make the exception described in this section 4.3.5.

For certain Dedicated Resources that have not yet been granted firm network transmission by all applicable transmission providers, BPA shall provide TCMS without the limitations described in section 4.3.7.1.

A Dedicated Resource is eligible for these exceptions only if it meets each of the following criteria:

- (1) the Dedicated Resource is first used to serve «Customer Name»'s Above RHWL Load in FY 2012 or FY 2013 for a period of up to five Fiscal Years;
- (2) the Dedicated Resource is delivered in both a Flat Annual Shape and Flat Within Month Shape and used to serve «Customer Name»'s Above RHWL Load for at least one Fiscal Year in duration;
- (3) the Dedicated Resource is a market purchase consistent with the terms of the Western Systems Power Pool Service Schedule C;

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~~(4) the Dedicated Resource is delivered at a point of receipt between the BPA Balancing Authority Area and the source Balancing Authority Area, delivered to the Northwest Market Hub on firm transmission, or delivered to the Mid-C hub as defined in Transmission Services Business Practices with a contractual arrangement that allows a new schedule to originate from the Mid-C hub; and~~

~~(5) the Dedicated Resource is recognized by Transmission Services as a firm resource for purposes of designation as a Network Resource and a request for firm network transmission for the Dedicated Resource has been submitted to all applicable Transmission Providers, and «Customer Name» is actively in the process of obtaining firm network transmission for the Dedicated Resource.~~

~~If a Dedicated Resource ceases to meet any of the conditions described in this section 4.3.5, BPA shall only provide TCMS, as described in all other sections of this exhibit.~~

~~End Option 2~~

~~Option 2: Include the following for customers who are receiving Exhibit F TSS language for the first time.~~

~~4.3.5 This Section Intentionally Left Blank~~

~~End Option 3~~

~~4.3.6 TCMS Coverage by Resource~~

~~The Parties shall list «Customer Name»'s Dedicated Resources that require an E-Tag in the table(s) below, and indicate whether «Customer Name» shall purchase TCMS for each resource. BPA shall update the table(s) below as needed.~~

~~4.3.6.1 Dedicated Resource(s) Served over Firm Transmission or Actively Seeking Firm Transmission~~

~~Option 1: Include the table below as the default table for TSS-Full (not TSS-Partial) even if customers do not yet have Dedicated Resource that requires an E-Tag. Do not include market purchase(s) that qualify as a Mid-C Resource Over Non-Firm as there is a separate table (see section 4.3.6.2 below) for such.~~

~~Drafter's Note: Copy, paste and complete a new table for each resource~~

~~Drafter's Note: For the last two boxes, if there are more than one AREF No. and associated contract paths, list each AREF No. and corresponding path separately but within the one cell.~~

~~Drafter's Note: For customers without Dedicated Resources, or with Dedicated Resources that don't require an E-Tag, type "None at this time." in the "Name of Dedicated Resource" box and leave the rest of the~~

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boxes blank. If the customer acquires a Dedicated Resource later that needs to be listed, at that time replace “None at this time.” with the resource name and fill in the rest of the table. For customers with just Mid-C Resource(s) Over Non-Firm market purchase, remove any existing information in 4.3.6, leave the 4.3.6 table FY heading non-specific (FY 20<##> – FY 20<##>), and type “See section 4.3.6.2” in the “Name of Dedicated Resource” box.

Drafter’s Note: for customers that will have resource information in this table, enter applicable time period. For customers that will not have resource information in this table, leave the FY heading as is FY 20<##> – FY 20<##>

Name of Dedicated Resource			Location of Resource (Balancing Authority Area)		Name and E-mail address of «Customer Name» scheduling contact	Name and E-mail address of contact at resource
Firm Network Transmission			TCMS Coverage		All Applicable OASIS Assignment Reference Numbers (AREF)	Contract path for delivering resource (Source-POR-POD-Sink)
Yes	No	In Process	Yes	No		

End Option 1

Option 2: Include this version of the table for customers’ Dedicated Resource(s) if the customer has elected TSS Partial. Copy, paste and complete a new table for each resource.

Drafter’s Note: enter applicable time period. FY 20<##> – FY 20<##>

Name of Dedicated Resource	TCMS Coverage		Name and E-mail address of «Customer Name» scheduling contact	Name and E-mail address of contact at Purchasing-Selling Entity
	Yes	No		

End Option 2

4.3.6.2 – Mid-C Resource(s) Over Non-Firm

Drafter’s Note: If a customer does not have a Mid-C Resource Over Non-Firm for a Rate Period, type “None at this time.” in the “Name of Dedicated Resource” box and leave the rest of the boxes blank. If the customer acquires a Mid-C Resource Over Non-Firm later that needs to be listed, at that time replace “None at this time” with the resource name and fill in the rest of the table.

Drafter’s Note: Copy, paste and complete a new table for each eligible resource

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<i>Drafter's Note: for customers that will have resource information in this table, enter applicable time period. Mid-C Resource Over Non-Firm for FY 20«##» – FY 20«##»</i>			
Name of Dedicated Resource	TCMS Coverage		Name and E-mail address of «Customer Name» scheduling contact
	Yes	No	
			Name and E-mail address of contact at Purchasing-Selling Entity

4.3.7 Curtailment and Outage Terms and Conditions for Resources with TCMS Coverage

For Dedicated Resources ~~with that BPA is providing~~ TCMS coverage ~~identified in for pursuant to the terms and conditions of~~ section 4.3.63 above, however not including Mid-C Resources Over Non-Firm, BPA shall ~~not assess an Unauthorized Increase Charge for failure to~~ deliver ~~replacement power to «Customer Name» during any a~~ Dedicated Resource associated with a Transmission Event ~~that is announced for the hour(s) of delivery that affects «Customer Name's Dedicated Resource,~~ through the duration of the Transmission Event, if any of the following occur:

- (1) the Transmission Event affects any firm Point-to-Point Transmission used to deliver the resource to «Customer Name»'s load, ~~as identified in section 4.3.6 of this exhibit;~~ or,
- (2) the Transmission Event affects the secondary network transmission used to deliver the resource to «Customer Name»'s load, ~~as identified in section 4.3.6 of this exhibit;~~ or,

Option 1: Include the following for customers served exclusively by Transfer Service ~~and/or~~ for customers that ~~have load are~~ BOTH directly-connected and served by Transfer Service.

- (3) Transmission Services has curtailed firm network transmission pursuant to section 33.6 or 33.7 of the BPA OATT; or,
- (4) the Transmission Event affects the firm network transmission obtained by Power Services from a Third-Party Transmission Provider and used to deliver the resource to «Customer Name»'s load, ~~as identified in section 4.3.6 of this exhibit.~~

End Option 1

Option 2: Include the following for customers that are exclusively directly-connected.

- (3) Transmission Services has curtailed firm network transmission pursuant to section 33.6 or 33.7 of the BPA OATT.

End Option 2

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Option 1: Include the following for customers exclusively served by Transfer Service

For Mid-C Resources Over Non-Firm, per section 4.3.43.1.2 above, with TCMS coverage ~~identified in section 4.3.6 above~~, BPA shall ~~deliver replacement power to «Customer Name»'s load~~ not assess an Unauthorized Increase Charge during any Transmission Event consistent with the "Transfer Service Customers' Non-Federal Market Purchase Exchange" terms and conditions in Exhibit D. Such Exhibit D language may be added to this Agreement consistent with section 4.3.43.1.2 above.

End Option 1

Option 2: Include the following for customers exclusively directly connected.

For Mid-C Resources Over Non-Firm, per section 4.3.43.1.2 above, with TCMS coverage ~~identified in section 4.3.6 above~~, BPA shall ~~deliver replacement power to «Customer Name»'s load~~ not assess an Unauthorized Increase Charge during any Transmission Event that is announced for the hour(s) of delivery that affects «Customer Name»'s Mid-C Resource Over Non-Firm, through the duration of the Transmission Event, if the Transmission Event affects the secondary network transmission used to deliver the resource between Mid-C or BPA Power and «Customer Name»'s load.

End Option 2

Option 3: Include the following for customers that ~~have~~ are BOTH directly connected and served by Transfer Service.

For Mid-C Resources Over Non-Firm, per section 4.3.43.1.2 above, with TCMS coverage ~~identified in section 4.3.6 above~~, BPA shall ~~deliver replacement power to «Customer Name»'s load served by Transfer Service~~ not assess an Unauthorized Increase Charge during any Transmission Event consistent with the Transfer Service Customers' Non-Federal Market Purchase Exchange terms and conditions in Exhibit D. Such Exhibit D language may be added to this Agreement consistent with section 4.3.43.1.2 above.

For Mid-C Resources Over Non-Firm, per section 4.3.43.2.2 above, with TCMS coverage ~~identified in section 4.3.6 above~~, BPA shall ~~deliver replacement power to «Customer Name»'s directly connected load~~ not assess an Unauthorized Increase Charge during any Transmission Event that is announced for the hour(s) of delivery that affects «Customer Name»'s Mid-C Resource Over Non-Firm, through the duration of the Transmission Event, if the Transmission Event affects the secondary network transmission used to deliver the resource between Mid-C or BPA Power and «Customer Name»'s load.

End Option 3

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~~If the Transmission Event is multiple hours in duration, BPA shall provide TCMS coverage for the entire Transmission Event.~~ During any Planned Transmission Outage that impacts «Customer Name»'s Dedicated Resource with TCMS coverage, BPA may, at BPA's sole discretion, obtain alternate transmission from such resource to «Customer Name»'s load ~~instead of delivering replacement power to «Customer Name»'s load.~~ If a Planned Transmission Outage affects a Dedicated Resource with TCMS coverage, then Power Services shall notify «Customer Name» of such Planned Transmission Outage.

If a Planned Transmission Outage is cancelled or adjusted such that «Customer Name» is able to deliver any portion of the resource to load normally during any portion of the previously announced Planned Transmission Outage, then «Customer Name» shall do so.

4.3.~~75~~.1 Limitations on the Frequency of TCMS Coverage

If «Customer Name» is purchasing TCMS for a Dedicated Resource with firm transmission from all applicable providers, ~~or if «Customer Name» is purchasing TCMS for a Dedicated Resource as provided for in section 4.3.5,~~ then BPA shall provide TCMS without the following limits identified in this section 4.3.~~74~~.1.

If, pursuant to section 4.3.~~43~~ above, BPA has allowed «Customer Name» to purchase TCMS for a resource that has not yet been granted firm network transmission but «Customer Name» is actively engaged in the process of obtaining firm network transmission, then throughout each Fiscal Year for each such resource, BPA shall periodically assess how frequently TCMS has been needed during that Fiscal Year. If BPA determines that in such Fiscal Year TCMS has been used to replace such Dedicated Resource in ten separate occurrences, where each occurrence TCMS was used was due to a separate Transmission Event on a different day, and for a cumulative total of at least 168 hours, BPA may terminate «Customer Name»'s TCMS coverage for such resource 30 days after providing notice to «Customer Name».

4.3.~~74~~.2 TCMS Payment Obligations

«Customer Name» shall be subject to charges for ~~Transmission Scheduling Service~~TSS, including applicable costs for TCMS, consistent with the provisions of this Agreement and BPA's applicable Wholesale Power Rate Schedules and GRSPs, including any applicable ~~UAI~~ Unauthorized Increase charges. Additionally, during a Transmission Event, BPA shall not assess a ~~UAI~~an Unauthorized Increase charge on a Dedicated Resource with

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TCMS coverage; provided, however if «Customer Name» applies a Mid-C Resource Over Non-Firm with TCMS coverage, then BPA shall not assess ~~a UA~~An Unauthorized Increase charge if a Transmission Event affects the secondary network transmission used to deliver the power between Mid-C or BPA Power and «Customer Name»'s load.

4.3.~~85~~ **TCMS Coverage after Termination**

If TCMS coverage is terminated, pursuant to section 4.3.~~43~~ or 4.3.~~74~~.1 of this exhibit, «Customer Name» shall be responsible for obtaining replacement power during any Transmission Event that impacts such Dedicated Resource and for any applicable ~~UA~~Unauthorized Increase charges that may apply pursuant to section 4.3.~~32~~ above.

In addition, for any resource for which BPA has terminated TCMS coverage due to frequency of use, as described in section 4.3.~~43~~ or 4.3.~~74~~.1 of this exhibit, BPA shall allow «Customer Name» to resume purchasing TCMS for the resource only after «Customer Name» notifies BPA that such resource has obtained firm network transmission.

Option 1: Include the following for customers ~~purchasing Transmission Scheduling~~that are exclusively served by Transfer Service (TSS Full):

5. **E-TAGS**

To the extent E-Tags are required by transmission provider(s), Power Services shall create all E-Tags necessary for delivery of energy to «Customer Name»'s Total Retail Load.

End Option 1 ~~TSS Full~~

Option 2: Include the following for ~~exclusively directly-connected customers purchasing Transmission Scheduling~~or for customers that are BOTH directly-connected and served by Transfer Service ~~Partial (TSS Partial)~~:

5. **E-TAGS**

To the extent E-Tags are required by transmission provider(s), Power Services shall create all E-Tags necessary for delivery of ~~federal energy~~BPA supplied power to «Customer Name»'s Total Retail Load. If «Customer Name» has elected TSS-Partial for any of its Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load, then «Customer Name» shall create all E-Tags necessary for delivery of its Dedicated Resources such resource(s) to «Customer Name»'s Total Retail Load and shall include BPA on all such E Tags consistent with section 4.1.1 above.

End Option 2 ~~TSS Partial~~

6. **GENERATION IMBALANCE**

«Customer Name» shall be responsible for costs associated with deviations between the scheduled Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load for an hour and the actual generation produced across such hour;

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provided, however, if «Customer Name» submits a delivery schedule consistent with all provisions of this exhibit and BPA receives that delivery schedule, and a generation imbalance results from a BPA scheduling error, then BPA shall accept responsibility for the generation imbalance associated with the BPA scheduling error.

7. PENALTIES

If «Customer Name» fails to submit prescheduling or real-time scheduling information to BPA as required and by the deadlines in section 4 of this exhibit, then «Customer Name» may be subject to applicable ~~UA~~Unauthorized Increase charges, consistent with BPA's applicable Wholesale Power Rate Schedules and GRSPs.

8. AFTER THE FACT

BPA and «Customer Name» agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and «Customer Name» shall verify all transactions pursuant to this Agreement as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

Option 1: Include the following for customers exclusively served by Transfer Service. And include or for customers that have load are BOTH directly connected and served by Transfer Service.

9. REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or
- (2) to comply with requirements of WECC, NAESB, or NERC, Western Resource Adequacy Program (WRAP) or their successors or assigns, or

Option 1a: Include the following for customers with TSS-Full

- (3) to update the table in section 4.3.6 to reflect which resources BPA provides TCMS for.

End Option 1a

Option 1b: Include the following for customers with TSS-Partial

- (3) to update the table in section 4.3.6 to reflect which resources BPA provides TCMS for, or

- (4) to remove and replace Transmission Scheduling Services Partial with Transmission Scheduling Services Full pursuant to the removal terms and conditions in section 1.3.2 and section 4.2.

End Option 1b

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice

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of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, Western Resource Adequacy Program (WRAP) or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

End Option 1

Option 2: Include the following for customers that are directly connected.

9. REVISIONS

9.1 BPA's Right to Revise the Exhibit

BPA may unilaterally revise this exhibit:

- (1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or
- (2) to comply with requirements of WECC, NAESB, or NERC, Western Resource Adequacy Program (WRAP) or their successors or assigns, or

~~Option 2a: Include the following for customers~~ BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with ~~TSS-Full~~

- ~~(3) to update the table in section 4.3.6a~~ reasonable time for comment, prior to ~~reflect which resources~~ BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides ~~TCMS~~ for.

End Option 2a

~~Option 2b: Include the following for customers with TSS-Partial~~

- ~~(3) written notice of the revisions to update the table in section 4.3.6~~ «Customer Name» unless, in BPA's sole judgment, less notice is necessary to ~~reflect which resources~~ BPA provides TCMS for, or

- ~~(4) comply with an emergency change to remove and replace Transmission Scheduling Services Partial with Transmission Scheduling Services Full pursuant to the removal terms and conditions in section 1.3.2 and section 4.2.~~

End Option 2b

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, the requirements of WECC, NAESB, NERC, Western Resource Adequacy Program (WRAP) or

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their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

9.2 **«Customer Name»'s Right to Cease Purchasing ~~Transmission Scheduling Service~~TSS and the Associated Exhibit Revision**

If «Customer Name» is no longer purchasing:

(1) BPA's ~~Diurnal Flattening Service~~Resource Support Services; or

(2) ~~BPA's Secondary Crediting Service~~; or

~~(3)~~ power from BPA at a Tier 2 rate;

then «Customer Name», with six months' notice to BPA, may elect to cease purchasing ~~Transmission Scheduling Service~~TSS from Power Services and the Parties shall modify this exhibit to eliminate the terms and conditions of such service.

End Option 2

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End Option 1

Option 2: Include for directly-connected customers with a BPA NT Agreement that have not elected to purchase ~~Diurnal Flattening Service, Secondary Crediting Service, or Resource Support Services~~, have not elected to purchase power at a Tier 2 rate, or have elected not to purchase Transmission Scheduling Service:

Exhibit F SCHEDULING

1. TRANSMISSION SCHEDULING SERVICE

If «Customer Name»:

(1) acquires BPA's ~~Diurnal Flattening Service~~ Resource Support Services; and/or

~~(2) acquires BPA's Secondary Crediting Service; and/or~~

~~(3)~~ (2) purchases power from BPA at a Tier 2 rate,

then Power Services shall provide and «Customer Name» shall purchase Transmission Scheduling Service. In such case, the Parties shall revise this exhibit to include the terms and conditions of such service.

If «Customer Name» is not required to purchase Transmission Scheduling Service, pursuant to the paragraph above, then «Customer Name», with six months' notice, may purchase Transmission Scheduling Service from Power Services and the Parties shall modify this exhibit to add the terms and conditions of such service.

~~2. SCHEDULING OF DEDICATED RESOURCES~~

~~«Customer Name» shall electronically copy BPA Power Services on all preschedule and real time electronic tags (E Tags) associated with the delivery of «Customer Name's» Dedicated Resources, if any, as listed in sections 2, 3, and 4 of Exhibit A.~~

~~32. AFTER THE FACT~~

BPA and «Customer Name» agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and «Customer Name» shall verify all transactions pursuant to this Agreement as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

~~43. REVISIONS~~

~~BPA may unilaterally revise this exhibit:~~

~~(1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or~~

~~REVISIONS~~

~~BPA may unilaterally revise this exhibit:~~

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~~(1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or~~

(2) to comply with requirements currently set by WECC, NAESB, or NERC, Western Resource Adequacy Program (WRAP) or their successors or assigns.

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of the WECC, NAESB, NERC, Western Resource Adequacy Program (WRAP) or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

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End Option 2

Option 3: Include for customers with a BPA PTP Transmission Agreement:

Exhibit F SCHEDULING

~~1. SCHEDULING OF DEDICATED RESOURCES~~

~~«Customer Name» shall electrically copy BPA Power Services on all preschedule and real time E Tags associated with the delivery of «Customer Name»'s Dedicated Resources, if any, as listed in sections 2, 3, or 4 of Exhibit A.~~

~~21. AFTER THE FACT~~

BPA and «Customer Name» agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and «Customer Name» shall verify all transactions pursuant to this Agreement as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

~~2. REVISIONS~~

~~BPA may unilaterally revise this exhibit:~~

- (1) ~~to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or~~

~~3. REVISIONS~~

~~BPA may unilaterally revise this exhibit:~~

- (1) ~~to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or~~

- (2) to comply with requirements of the WECC, NAESB, or NERC, Western Resource Adequacy Program (WRAP) or their successors or assigns.

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC,

~~BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, or their successors or assigns. Western Resource Adequacy Program (WRAP) or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.~~

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End Option 3

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END LOAD FOLLOWING template.

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Include in **BLOCK** template:

Exhibit F SCHEDULING

Commented [RMM102]: BPA will update the Block version of Exhibit F in January.

1. SCHEDULING FEDERAL RESOURCES

«Customer Name» is responsible for creating E-Tags for all deliveries of federal power purchased under this Agreement.

Option: Include if customer is purchasing Shaping Capacity. If customer is not purchasing Shaping Capacity delete this option:

«Customer Name» shall submit its hourly megawatt schedule to Power Services by 1100 hours Pacific Prevailing Time (PPT) as follows:

Day Before Preschedule		
Friday	For	Tuesday
Monday	For	Wednesday
Tuesday	For	Thursday
Wednesday	For	Friday, Saturday
Thursday	For	Sunday, Monday

For non-standard scheduling days specified by WECC (e.g. holidays), «Customer Name» shall preschedule at least 24 hours earlier than as specified by WECC. «Customer Name» shall not have the right to change planned amounts of Firm Requirements Power on a shorter timeline than as stated above.

With written notice, BPA may require «Customer Name», when using Shaping Capacity, to submit its hourly megawatt schedule to Power Services by 0900 hours PPT instead of 1100 hours PPT.

End Option

2. SCHEDULING OF DEDICATED RESOURCES

No later than 10 days following the end of each month, «Customer Name» agrees that it will electronically copy Power Services on all electronic tags that were created or modified during the previous month in association with the delivery of «Customer Name»'s Dedicated Resources, if any, listed in sections 2, 3, and 4 of Exhibit A.

3. AFTER THE FACT

BPA and «Customer Name» agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and «Customer Name» shall verify all transactions per this Agreement, as to product or type of service, hourly amounts, daily and monthly totals, and related charges

4. REVISIONS

BPA may unilaterally revise this exhibit: (1) to implement changes that are applicable to all customers who are subject to this exhibit and that BPA determines are reasonably necessary to meet its power and scheduling obligations under this

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Agreement or (2) to comply with requirements of the WECC, NAESB, or NERC, or their successors or assigns.

Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of the WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

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END **BLOCK** template.

Include in **SLICE/BLOCK** template:

Option 1: Include for Directly Connected customers;

Exhibit F SCHEDULING

Commented [RMM103]: BPA will update the Slice version of Exhibit F in January.

Option 1: Include the following for directly-connected Slice customers with Point-to-Point Transmission

1. SCHEDULING FEDERAL POWER

«Customer Name» is responsible for creating electronic tags for all amounts of Slice Output Energy, Tier 1 Block Amounts and Tier 2 Block Amounts purchased under this Agreement from the Scheduling Points of Receipt to their ultimate destination. «Customer Name» agrees to provide copies of such electronic tags to Power Services consistent with the requirements of this exhibit.

End Option 1 for PTP

Option 2: Include the following for directly-connected Slice customers with NT service

1. SCHEDULING FEDERAL POWER

«Customer Name» is responsible for creating electronic tags for all amounts of Slice Output Energy purchased under this Agreement from the Scheduling Points of Receipt to their ultimate destination. «Customer Name» agrees to provide copies of such electronic tags to Power Services consistent with the requirements of this exhibit.

If any electronic tags are required for «Customer Name»'s Tier 1 Block Amounts and Tier 2 Block Amounts purchased under this Agreement, then BPA shall be responsible for creating such electronic tags.

End Option 2 for NT

2. COORDINATION REQUIREMENTS

2.1 Hourly Tier 1 and Tier 2 Block Amounts

Consistent with section 4 of the body of the Agreement and sections 1.3 and 2.5 of Exhibit C, BPA shall determine «Customer Name»'s hourly Tier 1 Block Amounts and Tier 2 Block Amounts for all hours of the upcoming Fiscal Year and shall provide «Customer Name» with such amounts at least five Business Days prior to October 1 of each Fiscal Year.

2.2 Prescheduling

«Customer Name»'s submittal of electronic tags, pursuant to section 1 above, shall be due to Power Services in accordance with the parameters specified in section 4.3 of this exhibit.

2.3 Real-Time Scheduling

«Customer Name» shall have the right to submit new or modified electronic tags associated with a change to scheduled deliveries of Slice Output Energy

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in real-time in accordance with the parameters specified in section 4 of this exhibit.

2.4 After the Fact

Power Services and «Customer Name» agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first 10 calendar days of the next month). Power Services and «Customer Name» shall verify all transactions per this Agreement, as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

3. SLICE OUTPUT ENERGY SCHEDULING REQUIREMENTS

3.1 Schedule submissions to Power Services will primarily be via Power Services approved electronic methods, which may include specific interfaces. However, other Power Services' agreed-upon submission methods (verbal, fax, etc.) are acceptable if electronic systems are temporarily not available. Transmission scheduling arrangements are handled under separate agreements/provisions with the designated transmission provider, and may not necessarily be the same requirements as Power Services' scheduling arrangements.

3.2 Schedules of Slice Output Energy submitted to Power Services by «Customer Name» shall comply with Delivery Limits established in the Slice Computer Application.

3.3 The timeline within which Power Services shall approve or deny «Customer Name»'s Delivery Requests, as represented by «Customer Name»'s electronic tags, shall conform to Power Services' then current preschedule and real-time scheduling guidelines as specified in section 4 of this exhibit.

3.3.1 For the purpose of approving requests for deliveries of Slice Output Energy, Power Services shall approve electronic tags, as described in section 3.3.2 below, that «Customer Name» submits to Power Services consistent with section 3.2 above prior to the applicable Power Services scheduling deadline, as specified in section 4 of this exhibit.

3.3.2 Electronic tags submitted to Power Services shall: (1) identify BPA as the generation providing entity, (2) identify «Customer Name» as first downstream purchasing-selling entity, (3) identify hourly energy amounts in MWh, and (4) maintain all data consistent with applicable industry standards.

3.3.3 Power Services shall have the sole discretion to accept or deny electronic tags that «Customer Name» submits to Power Services after the applicable Power Services' scheduling deadline set forth in section 4 of this exhibit, regardless of the reason for the late

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submission, and regardless of submission method (electronic, verbal, fax, etc.).

3.3.4 Changes to tagged energy amounts required by the Balancing Authority for maintaining system reliability, as determined by the responsible Balancing Authority, shall be implemented by Power Services and «Customer Name» at the time of such notification by the Balancing Authority.

3.4 «Customer Name» shall be responsible for verifying the sum of its hourly tagged and non-tagged (e.g., transmission loss schedules, etc., that are not tagged) energy amounts is equal to its Delivery Request, as described in section 7 of Exhibit M, for each Scheduling Hour.

3.4.1 «Customer Name» shall have the right to submit adjusted Customer Inputs to Power Services, pursuant to section 4.1 of this exhibit, in order to alter the associated Simulated Output Energy Schedules within established Delivery Limits, such that «Customer Name»'s Delivery Request is made equal to the sum of its tagged and non-tagged energy amounts for each Scheduling Hour.

3.4.2 For each Scheduling Hour, the amount «Customer Name»'s hourly tagged and non-tagged energy amount is in excess of its Delivery Request shall be subject to the UAI Charge for energy, and the amount «Customer Name»'s hourly tagged and non-tagged energy amount is less than its Delivery Request shall be forfeited.

3.4.3 Electronic tag and Delivery Request mismatches that result from Balancing Authority reliability required actions shall not be subject to penalty if such required reliability action is implemented by the Balancing Authority less than 30 minutes prior to the start of the Scheduling Hour in which the mismatch occurs.

4. SCHEDULING DEADLINES

4.1 Customer Input and BOS Flex Submission Deadline

«Customer Name» shall have until 20 minutes prior to the start of each Scheduling Hour to submit revised Customer Inputs and BOS Flex requests to Power Services in order to affect the associated Delivery Request for each such Scheduling Hour. Power Services shall have the sole discretion to reject for any reason «Customer Name»'s Customer Inputs and BOS Flex requests associated with the upcoming Scheduling Hour that are submitted to Power Services after 20 minutes prior to the start of each such Scheduling Hour.

4.2 Real-Time Electronic Tag Submission Deadline

Power Services shall approve electronic tags, as described in section 3.3.2 of this exhibit, that are consistent with section 3.2 of this exhibit and submitted

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to Power Services by «Customer Name» prior to the Power Services' scheduling deadline, which is 30 minutes prior to the start of each Scheduling Hour.

4.3 Preschedule Electronic Tag Submissions

Unless otherwise mutually agreed, all «Customer Name» preschedule electronic tags will be submitted to Power Services according to NERC instructions and deadlines for electronic tagging, as specified or modified by the Balancing Authority and WECC.

5. SCHEDULING OF DEDICATED RESOURCES

No later than 10 days following the end of each month, «Customer Name» agrees that it will electronically copy Power Services on all electronic tags that were created or modified during the previous month in association with the delivery of «Customer Name»'s Dedicated Resources, if any, listed in sections 2, 3, and 4 of Exhibit A.

Option 1: Include the following if customer has NOT elected to purchase RSS.

6. REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to implement changes that BPA determines are necessary to allow it to meet its power scheduling obligations under this Agreement, or
- (2) to comply with the prevailing industry practice and requirements, currently set by WECC, NAESB, or NERC, or their successors or assigns.

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of the WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

End Option 1

Option 2: Include the following if customer DID elect to purchase RSS.

6. SCHEDULING NON-FEDERAL RESOURCE SUPPORT SERVICES (RSS)

«Customer Name» is responsible for scheduling all amounts of Resource Support Service such as Diurnal Flattening Service (DFS) and Forced Outage Reserves (FORS) purchased under this Agreement from the generation source to their Total Retail Load, and for creating and adjusting all associated electronic tags. «Customer Name» agrees to provide all copies of such electronic tags to Power Services consistent with the requirements of section 4.2 and 4.3 in Exhibit F for DFS, and section 2.4.4.1 in Exhibit D for FORS.

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6.1 DFS and FORS Coordination Requirements

6.1.1 DFS and FORS Prescheduling

«Customer Name» shall submit separate delivery schedules for each DFS and FORS amounts to Power Services by 1100 Pacific Prevailing Time on the day(s) on which prescheduling occurs, as specified by WECC. Preschedule electronic tags are due to Power Services in accordance with the scheduling deadline parameters specified in section 4.3 of this exhibit.

6.1.2 DFS and FORS Real-Time Scheduling

«Customer Name» shall have the right to submit new or modified DFS and FORS delivery schedules and electronic tags associated with deliveries of DFS and FORS in real-time in accordance with the scheduling deadline parameters specified in section 4.2 of this exhibit for DFS, and section 4.2.2.1 in Exhibit D for FORS.

6.1.3 DFS and FORS After the Fact

Power Services and «Customer Name» agree to reconcile all transactions, for each DFS and FORS delivery schedules and accounts at the end of each month (as early as possible within the first 10 calendar days of the next month). Power Services and «Customer Name» shall verify all transactions per this Agreement, as to DFS and FORS service, hourly amounts, daily and monthly totals.

6.2 DFS and FORS Coordination Requirements

6.2.1 DFS and FORS delivery schedule submissions to Power Services will primarily be via Power Services approved electronic methods, which may include specific interfaces. However, other Power Services' agreed-upon submission methods (verbal, fax, etc.) are acceptable if electronic systems are temporarily not available. Transmission scheduling arrangements are handled under separate agreements/provisions with the designated transmission provider, and may not necessarily be the same requirements as Power Services' scheduling arrangements.

6.2.2 DFS and FORS delivery schedules submitted to Power Services by «Customer Name» shall comply with the specific resource shapes and amounts established in Exhibits A, C, and D.

6.2.3 The timeline within which Power Services shall approve or deny each «Customer Name» DFS and FORS delivery schedules, as represented by «Customer Name» electronic tags, shall conform to Power Services' then current preschedule and real-time scheduling guidelines as specified in sections 4.2 and 4.3 of this exhibit for DFS, and section 2.4.4.1 in Exhibit D for FORS.

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- 6.2.4 DFS and FORS electronic tags submitted to Power Service shall: (1) identify the generation providing entity, (2) identify «Customer Name» as the load sink, (3) identify hourly energy amounts in MWh, and (4) maintain all data consistent with applicable industry standards.
- 6.2.5 Power Services shall have the sole discretion to accept or deny DFS or FORS electronic tags that «Customer Name» submits to Power Services after the applicable Power Services' timelines and scheduling deadline set forth in section 4.2 and 4.3 of this exhibit for DFS and section 2.4.4.1 in Exhibit D for FORS, regardless of the reason for the late submission, and regardless of submission method (electronic, verbal, fax, etc.)
- 6.2.6 Changes to tagged energy amounts required by the Balancing Authority for maintaining system reliability, as determined by the responsible Balancing Authority, shall be implemented by Power Services and «Customer Name» at the time of such notification by the Balancing Authority.
- 6.2.7 «Customer Name» shall be responsible for verifying that the sum of its hourly tagged and non-tagged energy amounts is equal to each of its DFS and FORS delivery schedule amounts.

7. REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to implement changes that BPA determines are necessary to allow it to meet its power scheduling obligations under this Agreement, or
- (2) to comply with the prevailing industry practice and requirements, currently set by WECC, NAESB, or NERC, or their successors or assigns.

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of the WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

End Option 2

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Option 2: Include for customers served by served by Transfer Service.

Exhibit F SCHEDULING

Option 1: Include for customers that are partially served by Transfer Service with NT service.

1. SCHEDULING FEDERAL POWER

«Customer Name» shall be responsible for creating electronic tags for all amounts of Slice Output Energy purchased under this Agreement from the Scheduling Points of Receipt to their ultimate destination. «Customer Name» agrees to provide copies of such electronic tags to Power Services consistent with the requirements of this exhibit.

If any electronic tags are required for of «Customer Name»'s Tier 1 Block Amounts and Tier 2 Block Amounts purchased under this Agreement, then BPA shall be responsible for creating such electronic tags.

If any electronic tags are required for the portion of «Customer Name»'s load located outside the BPA Balancing Authority Area, scheduling and electronic tagging shall be performed in accordance with section 6 of this exhibit.

End Option 1 for partial Transfer Service customers with NT

Option 2: Include for customers that are partially served by Transfer Service with Point-to-Point transmission service.

1. SCHEDULING FEDERAL POWER

«Customer Name» is responsible for creating electronic tags for all amounts of Slice Output Energy Tier 1 Block Amounts and Tier 2 Block Amounts purchased under this Agreement, and serving a portion of «Customer Name»'s load located inside the BPA Balancing Authority Area, from the Scheduling Points of Receipt to their ultimate destination. «Customer Name» agrees to provide copies of such electronic tags to Power Services consistent with the requirements of this exhibit.

If any electronic tags are required for «Customer Name»'s Tier 1 Block Amounts and Tier 2 Block Amounts purchased under this Agreement serving a portion of «Customer Name»'s load located outside the BPA Balancing Authority Area, then BPA shall be responsible for creating such electronic tags.

For any portion of «Customer Name»'s load located outside the BPA Balancing Authority Area, scheduling and electronic tagging shall be performed in accordance with section 6 of this exhibit.

End Option 2 for partial Transfer Service customers with PTP

Option 3: Include for customers that are entirely served by Transfer Service.

1. SCHEDULING FEDERAL POWER

«Customer Name» shall be responsible for creating electronic tags for the portion of «Customer Name»'s Slice Output Energy that is not applied to «Customer Name»'s load from the Scheduling Points of Receipt to its ultimate destination. «Customer

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«Name» agrees to provide copies of such electronic tags to Power Services consistent with the requirements of this exhibit.

«Customer Name» shall be responsible for scheduling the portion of «Customer Name»'s Slice Output Energy that is applied to «Customer Name»'s load consistent with section 2.2 below and using the Integrated Scheduling Allocation After-the-Fact Calculation (ISAAC) Portal, or its successor. BPA shall be responsible for creating electronic tags associated with «Customer Name»'s Slice Output Energy that is applied to «Customer Name»'s load.

If any electronic tags are required for «Customer Name»'s Tier 1 Block Amounts and Tier 2 Block Amounts purchased under this Agreement, then BPA shall be responsible for creating such electronic tags.

In addition, scheduling and electronic tagging shall be performed in accordance with section 6 of this exhibit.

End Option 3 for full Transfer Service customers

2. COORDINATION REQUIREMENTS

2.1 Hourly Tier 1 and Tier 2 Block Amounts

Consistent with section 4 of the body of the Agreement and sections 1.3 and 2.5 of Exhibit C, BPA shall determine «Customer Name»'s hourly Tier 1 Block Amounts and Tier 2 Block Amounts for all hours of the upcoming Fiscal Year and shall provide «Customer Name» with such amounts at least five Business Days prior to October 1 of each Fiscal Year.

2.2 Prescheduling

Except as otherwise stated in section 6 below, all preschedule electronic tags are due to Power Services in accordance with the parameters specified in section 4.3 of this exhibit.

Option 1: Include the following for customers that partially served by Transfer Service customers (PTP or NT).

2.3 Real-Time Scheduling

«Customer Name» shall have the right to submit new or modified electronic tags associated with a change to scheduled deliveries of Slice Output Energy in real-time in accordance with the parameters specified in section 4 of this exhibit.

End Option 1

Option 2: Include the following for customers that are entirely served by Transfer Service

2.3 Real-Time Scheduling

«Customer Name» shall coordinate any real-time changes to scheduled deliveries to load served by federal power consistent with section 6.2 of this exhibit.

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End Option 2

2.4 After the Fact

Power Services and «Customer Name» agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first 10 calendar days of the next month). Power Services and «Customer Name» shall verify all transactions per this Agreement, as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

3. SLICE OUTPUT ENERGY SCHEDULING REQUIREMENTS

3.1 Schedule submissions to Power Services will primarily be via Power Services approved electronic methods, which may include specific interfaces. However, other Power Services' agreed-upon submission methods (verbal, fax, etc.) are acceptable if electronic systems are temporarily not available. Transmission scheduling arrangements are handled under separate agreements/provisions with the designated transmission provider, and may not necessarily be the same requirements as Power Services' scheduling arrangements.

3.2 Schedules of Slice Output Energy submitted to Power Services by «Customer Name» shall comply with Delivery Limits established in the Slice Computer Application.

3.3 The timeline within which Power Services shall approve or deny «Customer Name»'s Delivery Requests, as represented by «Customer Name»'s electronic tags, shall conform to Power Services' then current preschedule and real-time scheduling guidelines as specified in section 4 of this exhibit.

3.3.1 For the purpose of approving requests for deliveries of Slice Output Energy, Power Services shall approve electronic tags, as described in section 3.3.2 below, that «Customer Name» submits to Power Services consistent with section 3.2 above prior to the applicable Power Services scheduling deadline, as specified in section 4 of this exhibit.

3.3.2 Electronic tags submitted to Power Services shall: (1) identify BPA as the generation providing entity, (2) identify «Customer Name» as first downstream purchasing-selling entity, (3) identify hourly energy amounts in MWh, and (4) maintain all data consistent with applicable industry standards.

3.3.3 Power Services shall have the sole discretion to accept or deny electronic tags that «Customer Name» submits to Power Services after the applicable Power Services' scheduling deadline set forth in section 4 of this exhibit, regardless of the reason for the late submission, and regardless of submission method (electronic, verbal, fax, etc.).

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3.3.4 Changes to tagged energy amounts required by the Balancing Authority for maintaining system reliability, as determined by the responsible Balancing Authority, shall be implemented by Power Services and «Customer Name» at the time of such notification by the Balancing Authority.

3.4 «Customer Name» shall be responsible for verifying the sum of its hourly tagged and non-tagged (e.g., transmission loss schedules, etc., that are not tagged) energy amounts is equal to its Delivery Request, as described in section 7 of Exhibit M, for each Scheduling Hour.

3.4.1 «Customer Name» shall have the right to submit adjusted Customer Inputs to Power Services, pursuant to section 4.1 of this exhibit, in order to alter the associated Simulated Output Energy Schedules within established Delivery Limits, such that «Customer Name»'s Delivery Request is made equal to the sum of its tagged and non-tagged energy amounts for each Scheduling Hour.

3.4.2 For each Scheduling Hour, the amount «Customer Name»'s hourly tagged and non-tagged energy amount is in excess of its Delivery Request shall be subject to the UAI Charge for energy, and the amount «Customer Name»'s hourly tagged and non-tagged energy amount is less than its Delivery Request shall be forfeited.

3.4.3 Electronic tag and Delivery Request mismatches that result from Balancing Authority reliability required actions shall not be subject to penalty if such required reliability action is implemented by the Balancing Authority less than 30 minutes prior to the start of the Scheduling Hour in which the mismatch occurs.

4. SCHEDULING DEADLINES

4.1 Customer Input and BOS Flex Submission Deadline

«Customer Name» shall have until 20 minutes prior to the start of each Scheduling Hour to submit revised Customer Inputs and BOS Flex requests to Power Services in order to affect the associated Delivery Request for each such Scheduling Hour. Power Services shall have the sole discretion to reject for any reason «Customer Name»'s Customer Inputs and BOS Flex requests associated with the upcoming Scheduling Hour that are submitted to Power Services after 20 minutes prior to the start of each such Scheduling Hour.

4.2 Real-Time Electronic Tag Submission Deadline

Power Services shall approve electronic tags, as described in section 3.3.2 of this exhibit, that are consistent with section 3.2 of this exhibit and submitted to Power Services by «Customer Name» prior to the Power Services'

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scheduling deadline, which is 30 minutes prior to the start of each Scheduling Hour.

4.3 Preschedule Electronic Tag Submissions

Unless otherwise mutually agreed, all «Customer Name» preschedule electronic tags will be submitted to Power Services according to NERC instructions and deadlines for electronic tagging, as specified or modified by the Balancing Authority and WECC.

5. SCHEDULING OF DEDICATED RESOURCES

No later than 10 days following the end of each month, «Customer Name» agrees that it will electronically copy Power Services on all electronic tags that were created or modified during the previous month in association with the delivery of «Customer Name»'s Dedicated Resources, if any, listed in sections 2, 3, and 4 of Exhibit A.

Option 1a: Include the following if customer has no scheduling requirements.

6. SPECIAL SCHEDULING PROVISIONS FOR TRANSFER CUSTOMERS

«Customer Name» currently has no scheduling obligations that are specific to «Customer Name»'s Transfer Service arrangements.

End Option 1a

Option 1b: Include the following if customer is served by Transfer Service via a General Transfer Agreement (GTA) and currently has no deviation scheduling.

6. SPECIAL SCHEDULING PROVISIONS FOR TRANSFER CUSTOMERS

«Customer Name» shall submit all forecasts in this section 6 using the ISAAC Portal, or its successor.

6.1 «Customer Name» shall submit an hourly load forecast for load served by federal power to BPA by 0900 Pacific Prevailing Time the day(s) on which prescheduling occurs, as specified by WECC, for the portion of «Customer Name»'s load that is served outside the BPA Balancing Authority Area.

6.2 «Customer Name» may submit real-time changes to such hourly load forecast for load served by federal power no later than 30 minutes prior to the hour of delivery for the portion of «Customer Name»'s load served outside BPA's Balancing Authority Area.

6.3 If «Customer Name»'s General Transfer Agreement No. ##### expires, then BPA shall replace this section 6 with provisions that are compatible with the service agreement between BPA and the Third Party Transmission Provider.

End Option 1b

Option 1c: Include the following if customer is served by Transfer Service via a General Transfer Agreement (GTA) and does have deviation scheduling

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6. SPECIAL SCHEDULING PROVISIONS FOR TRANSFER CUSTOMERS

«Customer Name» shall submit all schedules and forecasts in this section 6 using the Integrated Scheduling Allocation After-the-Fact Calculation (ISAAC) Portal, or its successor.

6.1 Resources Applied to Load Served by Transfer Service

For purposes of serving Transfer Service load located outside of the BPA Balancing Authority Area, «Customer Name» shall apply Tier 1 Block Amounts and Tier 2 Block Amounts purchased under this Agreement, or any non-federal resources that are listed in sections 2, 3, 4, 7.1, 7.3 or 7.4 of Exhibit A to the portion of «Customer Name»'s load served outside the BPA Balancing Authority Area. «Customer Name» may only apply non-federal resources to load served by Transfer Service provided that such application is consistent with section 14.6.7 of the body of this Agreement and Exhibit G, and provided that the Parties have executed a Transfer Service Support for Non-Federal Resources Agreement (TSSA), and a network resource exhibit within such, that supports the delivery of the specific non-federal resource(s) across the Third Party Transmission Provider's transmission system.

6.2 Development of Power Schedules

6.2.1 «Customer Name» shall submit an hourly forecast of the portion of «Customer Name»'s load that is served outside the BPA Balancing Authority Area and that is not served by a non-federal resource to BPA by 0900 Pacific Prevailing Time the day(s) on which prescheduling occurs, as specified by WECC.

6.2.2 «Customer Name» shall create all electronic tags necessary for delivery of non-federal power to the portion of «Customer Name»'s load that is served outside the BPA Balancing Authority Area.

6.2.3 «Customer Name»'s schedules and electronic tags for the portion of its load served outside the BPA Balancing Authority Area shall represent «Customer Name»'s best available forecast of the load.

6.3 Deviation Scheduling

6.3.1 No later than the fifth Business Day of each month BPA shall notify «Customer Name» of the current deviation balance for «Customer Name» loads served by Transfer Service. In such deviation balance, BPA shall identify separate deviation balances for HLH and LLH for the accrued deviation through the previous month. Such deviation balance shall be based on «Customer Name»'s metered loads served by Transfer Service, including losses, and both federal and non-federal deliveries to such loads, as well as outstanding deviation balances from previous months, if any.

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6.3.2 No later than the tenth Business Day of each month, «Customer Name» shall submit to BPA an hourly deviation return schedule. In such hourly deviation return schedule, «Customer Name» shall:

- (1) for both HLH and LLH, identify whether the deviation schedule is to account for energy owed to the Third Party Transfer Service Provider or energy owed to «Customer Name»;
- (2) schedule the return of the entire deviation balance. The deviation balance in HLH shall be returned in HLH and the deviation balance in LLH shall be returned in LLH;
- (3) ensure such schedule is as flat as possible over the hours remaining in the month; and

1) ensure deviation return is no greater than 5 megawatts in any hour.

6.3.3 If it is impossible for «Customer Name» to meet all the requirements of section 6.3.2(1) through section 6.3.2(4) above due to the amount of accrued deviation and the number of hours remaining in the month, then the Parties shall work together to establish a mutually agreeable hourly deviation return schedule.

End Option 1c

Option 1d: Include the following for customers served by Transfer Service via an OATT

6. SPECIAL SCHEDULING PROVISIONS FOR TRANSFER CUSTOMERS

6.1 Resources Applied to Load Served by Transfer Service

For purposes of serving Transfer Service load located outside of the BPA Balancing Authority Area, «Customer Name» shall apply Slice Output Energy purchased under this Agreement or any non-federal resources that are listed in sections 2, 3, 4, 7.1, 7.3, or 7.4 of Exhibit A to the portion of «Customer Name»'s load served outside the BPA Balancing Authority Area. «Customer Name» may only apply non-federal resources to the portion of load served by Transfer Service provided that such application is consistent with section 14.6.7 of the body of this Agreement and Exhibit G and provided that the Parties have executed a Transfer Service Support for Non-Federal Resources Agreement (TSSA), and a network resource exhibit within such, that supports the delivery of the specific non-federal resource(s) across the Third Party Transmission Provider's transmission system.

However, if the portion of «Customer Name»'s load that is served inside the BPA Balancing Authority Area is less than «Customer Name»'s entire Tier 1 Block Amounts and Tier 2 Block Amounts in any hour, then «Customer Name» may, consistent with section 6.2.3 below, apply Tier 1 Block Amounts and Tier 2 Block Amounts to load served by Transfer Service.

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6.2 Development of Power Schedules

6.2.1 «Customer Name»'s schedules and electronic tags for the portion of its load served outside the BPA Balancing Authority Area shall represent «Customer Name»'s best available forecast of the load and shall be compliant with the applicable Third Party Transmission Provider's most current Open Access Transmission Tariff.

6.2.2 If «Customer Name»'s forecast of its load outside the BPA Balancing Authority Area exceeds BPA's rights to firm transmission over the Third Party Transmission Provider's system, «Customer Name» shall notify BPA and the Parties shall coordinate to obtain the necessary additional Transfer Service from the Third Party Transmission Provider.

6.2.3 «Customer Name» shall submit all schedules and forecasts in this section 6.2.3 using the Integrated Scheduling Allocation After-the-Fact Calculation (ISAAC) Portal, or its successor. If «Customer Name» applies Tier 1 Block Amounts and Tier 2 Block Amounts to «Customer Name»'s load outside the BPA Balancing Authority Area pursuant to section 6.1 of this exhibit, then: (1) «Customer Name» shall notify BPA of the hourly amounts of Tier 1 Block Amounts and Tier 2 Block Amounts that «Customer Name» will apply to load served by Transfer Service by 0900 Pacific Prevailing Time the day(s) on which prescheduling occurs, as specified by WECC and (2) may not submit changes to such hourly load forecast in real-time.

6.2.4 During a transmission event, which may include a transmission curtailment or a planned transmission outage that affects service to the portion of «Customer Name»'s load that is served outside the BPA Balancing Authority Area, «Customer Name» shall use commercially reasonable efforts to resume full performance. During a transmission event that interrupts service to the portion of «Customer Name»'s load that is served outside the BPA Balancing Authority Area, «Customer Name» may use sources of power to meet such load other than the sources described in section 6.1 of this exhibit. In such event, the Parties shall coordinate to obtain the necessary Transfer Service from the Third Party Transmission Provider to cover the duration of a transmission event.

6.3 Pass-Through Charges Under OATT Service

If BPA receives a charge or credit from the Third Party Transmission Provider for energy imbalance, redispatch or unauthorized increase, then BPA shall charge or credit «Customer Name» accordingly for the energy imbalance, redispatch or unauthorized increase associated with the portion of «Customer Name»'s load served by Transfer Service. Such charges or credits

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will be based on any of «Customer Name»'s electronic tags serving remote loads, metered values for such remote loads, and the charges or credits BPA receives from the Third Party Transmission Provider. BPA shall reflect any charges or credits on «Customer Name»'s monthly bill.

End Option 1d

7. SPECIAL SCHEDULING PROVISIONS FOR RSS

Because scheduling provisions for RSS for Slice/Block customers served by Transfer Service will be specific to the resource and situation, BPA shall add such provisions after an RSS election is made.

8. REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to implement changes that BPA determines are necessary to allow it to meet its power scheduling obligations under this Agreement, or
- (2) to comply with the prevailing industry practice and requirements, currently set by WECC, NAESB, or NERC, or their successors or assigns.

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of the WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

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END SLICE/BLOCK template.

Option 1: Include the following for customers not served by Transfer Service.

Exhibit G

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End Option 1

Option 2: Include the following exhibit for customers served by Transfer Service.

Exhibit G

TERMS RELATED TO TRANSFER SERVICE

As provided by section 14.6.7 of the body of this Agreement, if «Customer Name» acquires a Transfer Service Eligible Resource, then BPA's support and financial assistance to «Customer Name» shall be consistent with the terms and conditions in this exhibit.

1. DEFINITIONS

- 1.1 "Fiscal Year Transfer Cap" means the annual Average Megawatt cap described in section 2 of this exhibit. The Fiscal Year Transfer Cap establishes the limit under which BPA will provide financial support for Transfer Service to customers' Network Resources.
- 1.2 "Initial Transfer Study Deposit" means the amount of dollars required by a Third-Party Transmission Provider to initiate a Transfer Study.
- 1.3 "Last Transfer Segment" means the transmission and/or distribution facilities of the Third-Party Transmission Provider that ~~either~~ (1) interconnect directly to a customer's transmission or distribution facilities ~~or~~ (2) interconnect to BPA transmission facilities that subsequently interconnect with a customer's transmission or distribution facilities, or (3) for deliveries to Transfer PODs where BPA uses the facilities of multiple Third-Party Transmission Providers, as noted in Exhibit E, to deliver Firm Requirements Power from the Primary Points of Receipt to the required facilities of each of these Third-Party Transmission Providers.
- 1.4 "Market Purchase" means, for purposes of this Exhibit-G, a power purchase or resource that a customer uses to displace a Network Resource.
- 1.5 "Network Load" shall have the meaning as defined in the Federal Energy Regulatory Commission's (FERC's) current pro forma Open Access Transmission Tariff (OATT), or its successor.
- 1.6 "Network Resource" have the meaning as defined in the current FERC pro forma OATT, or its successor. In addition, the term "Network Resource" means any Transfer Service Eligible Resource that has been acquired by a customer, for which the customer has begun the process of acquiring firm transmission to serve the customer transfer POD(s).
- 1.7 "Transfer Request" means the written notification by BPA to a Third-Party Transmission Provider to start the required process to accommodate new or modified Transfer Service.

Commented [RMM104]: Exhibit G was shared at workshop on Oct. 15.

Commented [RMM105]: Following the 12/11 workshop BPA was able to address a couple of issues that came out of the workshop. Other comments received at the 12/11 workshop will be addressed in January.

Commented [RMM106]: As discussed at the 12/11 workshop, the addition of "(3)" to this definition is to accommodate customers served over multiple legs of Third-Party Transmission systems.

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- 1.8 “Transfer Study” means a system impact study, feasibility study, facilities study, or other such studies that may be required by a Third-Party Transmission Provider following submission of a Transfer Request.

2. ESTABLISHED CAPS AND LIMITATIONS

- 2.1 This section-2.1 shall not apply for any Transfer Service Eligible Resource: (1) serving a Planned NLSL or an NLSL pursuant to section 1 of Exhibit-D, (2) serving a portion of-«Customer Name»’s Total Retail Load that «Customer Name» is obligated to serve with BPA provided electric power pursuant to this Agreement or (3) ~~where~~that «Customer Name» is not acquiring and paying for transmission service from Transmission Services for that Transfer Service Eligible Resource. For all other Transfer Service Eligible Resources, BPA shall provide financial support for the transmission capacity associated with the Transfer Service Eligible Resource to all Transfer Service customers up to a maximum of 41 megawatts per ~~fiscal year~~Fiscal Year, cumulative over the duration of this Agreement. This cumulative megawatt limit is shown in the table below.

Fiscal Year	Per Year MW Limit	Cumulative MW Limit
FY 2029	41	41
FY 2030	41	82
FY 2031	41	123
FY 2032	41	164
FY 2033	41	205
FY 2034	41	246
FY 2035	41	287
FY 2036	41	328
FY 2037	41	369
FY 2038	41	410
FY 2039	41	451
FY 2040	41	492
FY 2041	41	533
FY 2042	41	574
FY 2043	41	615
FY 2044	41	656

- 2.2 Application of section 14.6.7 of the body of this Agreement and section 3.2 below shall be on a first come, first served basis in each year based on the date each request is received by BPA. Requests not met, in whole or in part, in any Fiscal Year will have priority over subsequent requests the following year. Once granted, BPA shall honor such request for the duration of the resource acquisition period, not to exceed the term of this Agreement.

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3. **TRANSFER SERVICE FOR TRANSFER SERVICE ELIGIBLE RESOURCES**
The terms and conditions of this section 3 of Exhibit G are intended to serve as an enabling agreement under which BPA will offer specific terms for delivering Network Resources to «Customer Name»'s transfer POD(s), as identified in Exhibit E. Each Network Resource serving «Customer Name»'s transfer POD(s) will result in specific terms and conditions, negotiated by the Parties, and included in Exhibit J.

3.1 Obtaining Transfer Service Support

3.1.1 Customer Application

«Customer Name» shall have the right to request Transfer Service support over the Last Transfer Segment from BPA for the delivery of any Transfer Service Eligible Resource that «Customer Name» intends to acquire to serve its transfer POD(s), provided that such request shall be for service of at least one year in duration. «Customer Name»'s request shall comply with the requirements of this section 3.1 and shall be subject to the limitations of section 2 of this exhibit.

To request Transfer Service support from BPA for delivery of any Transfer Service Eligible Resource, «Customer Name» shall complete and submit to BPA the application form that BPA shall make available at a publicly accessible website.

Once «Customer Name» has submitted the application to BPA, «Customer Name» has begun the process of acquiring firm transmission for the Transfer Service Eligible Resource. From then on, the Transfer Service Eligible Resource will be referred to as a Network Resource. «Customer Name» shall submit its completed application form to BPA at least one year prior to the date «Customer Name» anticipates it will start receiving energy from its Network Resource. BPA will use this one-year period to acquire, if possible, firm transmission service for «Customer Name»'s Network Resource over the Last Transfer Segment.

On a case-by-case basis, BPA may, but is not obligated to, consider Transfer Service support requests to obtain firm transmission service for a Network Resource made less than one year prior to the date «Customer Name» anticipates it will start receiving energy from that Network Resource.

3.1.2 BPA Notice and Completing Customer Application

Within ten Business Days of BPA's receipt of «Customer Name»'s application, BPA shall notify «Customer Name» as to the status of the application. Such notice shall inform «Customer Name» of the following: (1) whether the information provided in the submitted application form is sufficient for BPA to request firm transmission

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service for «Customer Name»'s Network Resource, (2) whether the amount of Transfer Service requested for «Customer Name»'s Network Resource exceeds, or partially exceeds, the current Fiscal Year Transfer Cap and (3) whether the amount of Transfer Service requested for «Customer Name»'s Network Resource exceeds, or partially exceeds BPA's forecast of «Customer Name»'s minimum hourly load for their transfer POD(s).

If BPA determines the information in «Customer Name»'s application is insufficient, then BPA may ask «Customer Name» for additional information to support BPA's efforts to secure firm transmission service. «Customer Name» shall provide BPA with the requested information within ten Business Days or within such time as the Parties may agree.

If «Customer Name»'s request exceeds or partially exceeds the current Fiscal Year Transfer Cap, then «Customer Name» shall notify BPA within ten Business Days after receipt of BPA's notification whether «Customer Name» will withdraw or proceed with its application.

If «Customer Name»'s request exceeds or partially exceeds BPA's forecast of their minimum hourly load for their transfer POD(s), then «Customer Name» shall revise their application within ten Business Days after receipt of BPA's notification so that the Network Resource does not exceed or partially exceed their minimum load.

3.1.3 Obtaining Firm Transmission Service

Once the Parties have completed the requirements in sections 3.1.1 and 3.1.2 above, BPA shall pursue designation of the Network Resource and request firm transmission service from the Third-Party Transmission Provider. If the Third-Party Transmission Provider requests from BPA more information than «Customer Name» provided in its completed application form, then the Parties shall obtain and provide such information to the Third-Party Transmission Provider within ten Business Days of the Third-Party Transmission Provider's request.

If the Third-Party Transmission Provider indicates that studies are, or construction may be, required to provide firm transmission service for «Customer Name»'s Network Resource, then BPA shall notify «Customer Name» of such studies or construction requirements. If, based on such studies or construction, «Customer Name» chooses to withdraw its request, then «Customer Name» shall notify BPA within five Business Days of receiving notice from BPA of such requirements. If no notice of withdrawal is received, then BPA shall proceed with firm transmission service acquisition for «Customer Name»'s Network

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Resource and «Customer Name» shall reimburse BPA for all costs the Third-Party Transmission Provider charges to BPA.

BPA shall make reasonable efforts to coordinate with «Customer Name» and the Third-Party Transmission Provider to complete the firm transmission service acquisition process as described in this section 3.1.3.

3.1.4 Unavailable Firm Transmission Service for a Network Resource

If the Third-Party Transmission Provider has not agreed to provide firm transmission services for «Customer Name»'s Network Resource within the requested timeframe, then BPA shall not be liable to «Customer Name» for any costs or penalties «Customer Name» may incur associated with the lack of firm transmission service. Further, BPA shall not be obligated to obtain Transfer Service for such resource.

«Customer Name» shall reimburse BPA for any costs assessed by the Third-Party Transmission Provider regarding «Customer Name»'s request for Transfer Service support, regardless of whether firm transmission service is obtained for «Customer Name»'s Network Resource.

3.2 Parties' Payment Obligations

Once BPA has obtained firm transmission service for «Customer Name»'s Network Resource from the Third-Party Transmission Provider, the Parties shall be responsible for costs as follows:

3.2.1 Customer Obligations

«Customer Name» shall be responsible for acquiring firm transmission service, and paying for all costs associated with such firm transmission service, necessary to deliver the Network Resource across all intervening transmission systems to the Last Transfer Segment (delivered to the point of receipt on the Third-Party Transmission Provider's system). These costs include, but are not limited to, all costs related to transmission, system impact studies, facilities studies, interconnection studies, generation imbalance, and any ongoing costs associated with the «Customer Name»'s Network Resource interconnection.

3.2.2 BPA Obligations

BPA's obligation to acquire and pay for the Transfer Service costs pursuant to section 14.6 of the body of this Agreement for «Customer Name»'s Transfer Service Eligible Resources is limited to Network Resources delivered over the Last Transfer Segment.

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BPA shall have no obligation to acquire or pay for Transfer Service for Transfer Service Eligible Resources if the Parties have not agreed to include such Transfer Service Eligible Resource and the applicable terms and conditions in the Network Resource section of Exhibit J.

3.2.3 Customer Obligation to Reimburse BPA

BPA shall pass through to «Customer Name» certain Transfer Service costs associated with any Network Resource pursuant to this exhibit and section 14.6 of the body of this Agreement, and stated in the Network Resource section of Exhibit J.

3.2.3.1 Pass Through of Network Resource Specific Ancillary Services and Other Costs

BPA shall pass through to «Customer Name» any costs of ancillary services associated with Transfer Service for «Customer Name»'s Network Resource(s).

BPA shall also pass through to «Customer Name» the costs of all other transmission services for Network Resource deliveries including, but not limited to: redispatch, congestion management costs, costs associated with adding the Transfer Service Eligible Resource generation as a Network Resource, any costs associated with generation interconnection, direct assigned system upgrades, and distribution and low-voltage charges, if applicable.

Such pass through of costs shall be set forth in the Network Resource section of Exhibit J.

3.2.4 Reimbursement of Transfer Costs Above Fiscal Transfer Year Cap

If BPA's Fiscal Year Transfer Cap is fully or partially exceeded and «Customer Name» elects to have BPA obtain firm transmission service for «Customer Name»'s Network Resource pursuant to section 3.1.2 of this exhibit, then BPA shall pass through to «Customer Name» all charges assessed by the Third-Party Transmission Provider associated with the delivery of that portion of «Customer Name»'s Network Resource which exceeds the Fiscal Year Transfer Cap. «Customer Name»'s reimbursement of costs shall continue until such time as the Fiscal Year Transfer Cap increases and all of «Customer Name»'s Network Resources may be accommodated under the Fiscal Year Transfer Cap, as described in section 2.2 of this exhibit.

3.3 Network Resource Section of Exhibit J

Consistent with the requirements of this exhibit, the Parties shall include the details and any additional terms and conditions of Transfer Service for each

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Network Resource that «Customer Name» is using to serve its transfer POD(s) in the Network Resource section of Exhibit J.

3.3.1 Requirements for Adding the Network Resource to the Network Resource to Section of Exhibit J

Once «Customer Name»'s Network Resource has acquired firm transmission from the Third-Party Transmission Provider, the Parties shall revise the Network Resource section of Exhibit J to add resource-specific information regarding charges, terms and conditions for the delivery of «Customer Name»'s Network Resource. Including the cost responsibilities for delivering the Network Resource.

3.3.2 Revisions to «Customer Name»'s Network Resource

If any information for «Customer Name»'s Network Resource in the Network Resource section of Exhibit J changes at any time during the term of this Agreement, the Party that is aware of such change shall notify the other Party. The Parties shall revise the information for «Customer Name»'s Network Resource consistent with the change. Such information may require additional changes to the designation of the Network Resource and may result in a new Transfer Request.

3.4 Other Requirements of «Customer Name» and Limitation on Network Resources

3.4.1 Hourly Transfer Service Limit

«Customer Name»'s hourly right to Transfer Service for the Network Resource(s) shall not exceed «Customer Name»'s transfer POD(s) on any hour.

3.4.2 Resource Removal

BPA shall not obtain or pay for Transfer Service for that portion of «Customer Name»'s Network Resource, or a former Network Resource, that has been removed pursuant to section 10 of the body of this Agreement. If a Network Resource has been removed or is no longer being used to serve «Customer Name»'s transfer POD(s), then BPA may permanently or temporarily undesignate such Network Resource.

3.4.3 Generation Metering Requirements

«Customer Name» shall ensure that any Network Resource that is a Generating Resource meets the metering requirements specified in section 15 of the body of this Agreement and any metering requirements of the generation host Balancing Authority and the Third-Party Transmission Provider.

3.4.4 Scheduling Requirements

«Customer Name» shall be responsible for managing its Network Resource consistent with Exhibit F, Transmission Scheduling Service.

Commented [RMM107]: Following the conversation at the 12/11 workshop, BPA added "permanently or temporarily" to state the option to temporarily undesignate a Network Resource.

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3.5. Undesignation of Network Resource

After BPA has obtained Network Resource designation for «Customer Name»'s Transfer Service Eligible Resource from the Third-Party Transmission Provider, BPA shall not undesignate such Network Resource except pursuant to section 3.4.2 of this exhibit or for the purposes of accommodating «Customer Name»'s load growth planning. Such undesignation and any subsequent designation shall be consistent with Exhibit A and section 3.1 of this exhibit.

Following any undesignation of a Network Resource, the Parties shall revise the Network Resource section of Exhibit J to reflect such undesignation.

3.6 Market Purchases

After BPA has obtained firm transmission service for «Customer Name»'s designated Network Resource, «Customer Name» may use a Market Purchase to displace the designated Network Resource, which BPA shall schedule on secondary network service, provided that:

- (1) such Market Purchase is only scheduled in preschedule and not modified in real time, consistent with section 4.1 of Exhibit F, and such Market Purchase is at least one calendar day in duration;
- (2) the megawatt amount of the Market Purchase does not exceed the amount of the Network Resource that «Customer Name» would have scheduled to its load;
- (3) «Customer Name» does not, under any circumstances, remarket its Network Resource or perform any other operation that would cause BPA to be in violation of its obligations under the Third-Party Transmission Provider's OATT;
- (4) «Customer Name» is responsible for acquiring transmission service, and paying for the costs associated with such transmission service, necessary to deliver the Market Purchase to the Last Transfer Segment. These costs include, but are not limited to, any additional energy imbalance, redispatch, and unauthorized increase charges (UAI charges) that result from a transmission curtailment that impacts the resulting secondary network schedule; and,
- (65) all cost obligations described in section 3.2 of this exhibit shall apply to such Market Purchase(s).

If «Customer Name» violates any of the criteria listed above, BPA shall immediately cease obtaining Transfer Service for «Customer Name» for purposes of displacing «Customer Name»'s Network Resource(s) with Market Purchases. Such prohibition shall apply to all Network Resources listed in

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the Network Resource section of Exhibit J, and the prohibition shall continue for the remaining term of this Agreement. BPA shall pass through to «Customer Name» all penalties, or other assessed costs, that result from «Customer Name» violating the conditions of this section 3 of the exhibit and the Network Resource section of Exhibit J.

3.7 Transfer Service Using Non-OATT Agreements

When BPA provides Transfer Service to «Customer Name» pursuant to a non-OATT agreement, and notwithstanding the OATT-specific definitions, descriptions and procedures defined in this exhibit, BPA shall, at its sole discretion, determine the appropriate Transfer Service arrangement for «Customer Name»'s Network Resource. In such instance, «Customer Name»'s Transfer Service Eligible Resource shall have characteristics comparable to a Network Resource, and «Customer Name» shall comply with the timelines and information sharing requirements described in section 3.1 of this exhibit and shall be responsible for direct payment and pass through costs on an equivalent basis to what is described in section 3.2 of this exhibit.

3.8 Duties of Cooperation

The Parties shall cooperate to establish the necessary protocols, provisions, and other arrangements that are reasonably necessary to:

- (1) manage any particular characteristic of «Customer Name»'s Network Resource(s), and
- (2) ensure that BPA is able to meet its obligations to the Third-Party Transmission Provider as set out in the applicable transmission service contract. Such necessary protocols, provisions and other arrangements may be reflected in the Network Resource section of Exhibit J.

Requests by either Party for expedited provision of information shall not be unreasonably denied.

4. TERMS AND CONDITIONS FOR ACQUIRING NEW OR MODIFIED TRANSFER SERVICE

4.1 BPA's Agreement to Pursue New or Modified Transfer Service

- 4.1.1 «Customer Name» may request that BPA submit a Transfer Request to a Third-Party Transmission Provider. BPA will consult with «Customer Name» to determine the information needed to submit that Transfer Request. The Parties will confirm, in writing, their intent to pursue a Transfer Study, if required, including the information to be included in the Transfer Request and the amount of the Initial Transfer Study Deposit. Within 30 days after the Parties consult,

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BPA shall submit a Transfer Request to the Third-Party Transmission Provider based on the information provided.

- 4.1.2 If the Third-Party Transmission Provider requests more information than BPA provided in the Transfer Request, then the Parties shall obtain and provide such information to the Third-Party Transmission Provider within ten Business Days of the Third-Party Transmission Provider's request.

If the Third-Party Transmission Provider indicates that a Transfer Study is required, then BPA shall notify «Customer Name» of such study. If, based on such Transfer Study requirement «Customer Name» chooses to withdraw its request, then «Customer Name» shall notify BPA within five Business Days of receiving notice from BPA of such requirements. If no notice of withdrawal is received, then BPA shall continue ~~as if «Customer Name» wishes~~ to proceed with the Transfer Study. If «Customer Name» indicates it does not wish to proceed, then BPA will withdraw the Transfer Request from the Third-Party Transmission Provider.

- 4.1.3 BPA shall initially pay the Third-Party Transmission Provider for all costs associated with the Transfer Request or the Transfer Study. BPA shall pass through all such costs to «Customer Name», subject to the limitations set forth in section 4.2 below.

- 4.1.4 BPA's obligations under this section 4 are limited to submitting a Transfer Request to, or requesting a Transfer Study from, a Third-Party Transmission Provider and initially incurring any costs associated with such requests. BPA shall not be held liable to «Customer Name» for any acts, omissions or failures by the Third-Party Transmission Provider related to any Transfer Requests or Transfer Studies. BPA shall not be required to take any further action as a result of this section 4, including but not limited to any of the following:

- (1) renewing or modifying the Transfer Service agreement between BPA and the Third-Party Transmission Provider;
- (2) negotiating or entering into a new transmission arrangement between BPA and the Third-Party Transmission Provider;
- (3) agreeing to or incurring costs associated with any construction, upgrades, or other improvements to «Customer Name's», BPA's, or the Third-Party Transmission Provider's facilities. The Parties will revise Exhibit D to include term and conditions associated with any direct assignment of such costs.

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4.1.5 If, for any reason, the Third-Party Transmission Provider requires BPA to agree to any of the above actions identified in section 4.1.4 above, then BPA may withdraw the Transfer Request and terminate the Transfer Study immediately after providing «Customer Name» notice of its intent to do so.

4.2 Coordination of Costs Beyond the Initial Transfer Study Deposit

As stated in section 4.1.3 of this exhibit, BPA shall pass through to «Customer Name» all costs associated with a Transfer Request or Transfer Study. BPA shall notify and request confirmation related to a Transfer Request or Transfer Study from «Customer Name» pursuant to the notification provisions of section 4.2.2 below.

4.2.2 If BPA is notified that the costs associated with a Transfer Request or Transfer Study are likely to exceed the Initial Transfer Study Deposit, prior to BPA taking any action that would result in BPA incurring costs that exceed the Initial Transfer Study Deposit, BPA will request confirmation and notice from «Customer Name» to determine if «Customer Name» would like to proceed. BPA will notify «Customer Name» in writing as soon as practicable following notice of such additional costs from the Third-Party Transmission Provider. If such costs are not known, then the following additional provisions shall apply:

- (1) BPA may request an estimate of such costs from the Third-Party Transmission Provider and provide that estimate to «Customer Name»; or
- (2) BPA may estimate the amounts of such costs and provide those amounts to «Customer Name».

Estimates under sections- 4.2.2(1) and 4.2.2(2) above, if any, shall not be binding on BPA and shall not alleviate «Customer Name» from paying or reimbursing BPA for the final actual costs.

4.2.3 «Customer Name» must notify BPA in writing by the date specified by BPA in the notice in section 4.2.2 of this exhibit (which shall not be less than seven Business Days) regarding whether BPA should or should not agree to or incur such costs.

- (1) If BPA receives a timely notice as stated in section 4.2.3 in which «Customer Name» requests BPA to incur the costs identified in a notice as stated in section 4.2.2, then BPA will incur the costs.
- (2) If BPA receives a timely notice as stated in section 4.2.3 of this exhibit in which «Customer Name» requests BPA to not incur a

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cost identified in a notice as stated in section 4.2.2 of this exhibit, then: (A) BPA will not agree to or incur such costs; and (B) BPA shall have the right to immediately withdraw the Transfer Request and terminate the Transfer Study process.

- (3) If BPA does not receive a timely notice as stated in section 4.2.2 of this exhibit, then ~~then~~ BPA shall have the right to continue the Transfer Study process and pass through the additional costs to «Customer Name».

5. REVISIONS

Revisions to this Exhibit G shall be by mutual agreement of the Parties.

(PS«X/LOC»- «File Name with Path».docx) «mm/dd/yy» *{Drafter's Note: Insert date of finalized contract here}*

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End Option 2

Exhibit H

RENEWABLE ENERGY CERTIFICATES AND ENVIRONMENTAL ATTRIBUTES

Commented [RMM108]: Exhibit H was shared at the Oct. 9 workshop.

1. PURPOSE AND INTENT; DISCLAIMER, NO WARRANTY, AND HOLD HARMLESS

The Parties acknowledge that: different jurisdictions, regulatory programs, and entities (federal, state, county, cities, and others) have different definitions for environmental attributes, renewable energy credits/certificates, emissions credits, and similar instruments; the various jurisdictions, programs, and entities are inconsistent in how they define and address these concepts; and these concepts are continually evolving. Accordingly, BPA makes no representations or warranties of any kind regarding the definition, or nature of, the environmental attributes, renewable energy credits/certificates, emissions credits, or similar instruments conveyed herein, and BPA does not represent or warrant that any of these items are suitable for a particular purpose or regulatory program. Whatever the regulatorily-defined environmental characteristics are of the power that customers buy from BPA, the purpose and intent of this Exhibit H is to convey environmental characteristics implement section 7 of the Provider of Choice Policy by conveying to customers «Customer Name», in accordance with this Exhibit H, all Environmental Attributes, if any, and to the extent they exist, commensurate with the physical amount of power they buy. However, Section 3 below accomplishes this by BPA is not defining those characteristics herein, nor is BPA representing or warranting that anything conveyed herein is suitable: (1) agreeing to register applicable generation, (2) providing for a particular purpose or regulatory program. «Customer Name» acknowledges this and agrees to hold BPA harmless from any claim regarding the definition, nature of, or suitability of the items conveyed in this Exhibit H the creation of an Environmental Attribute Accounting Process, (3) producing Inventories of RECs based on power generated, and (4) committing to provide, for customers' use, an emissions accounting and non-emitting generation accounting.

2. DEFINITIONS

- 2.1 “Attribute Pools” means the results calculated in the Environmental Attribute Accounting Process whereby the physical resources and forecasted power deliveries associated with each of BPA’s rates and firm power obligations are determined for the upcoming Rate Period.
- 2.2 “Emissions Allowance” means an authorization in a given jurisdiction to emit a specified amount of carbon dioxide equivalent or other measurement of greenhouse gases, and documented as an emissions credit, certificate, or similar instrument.
- 2.3 “Environmental Attribute Accounting Process” means the public process BPA will conduct each Rate Case Year, after the conclusion of each routine power

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rate 7(i) Process, during which the allocation methodology and Attribute Pools for BPA's Environmental Attributes for the upcoming Rate Period will be determined.

- 2.4 "Environmental Attributes" means the environmental characteristics of power, however titled and arising under any federal, state, or local law or regulation, including but not limited to current or future certificates, credits, benefits, and avoided emissions attributable to the generation of energy from a resource. Environmental Attributes do not include the tax credits associated with such resource. One megawatt-hour of energy generation from a resource is associated with one megawatt-hour of Environmental Attributes.
- 2.5 "Inventory" or "Inventories" means the Environmental Attributes, including RECs, that are attributable to the output of generation resources, by Attribute Pool(s).
- 2.6 "Renewable Energy Certificates" or "Renewable Energy Credits" or "RECs" means the tradeable certificates, credits, documentation, or other evidence that demonstrates: (1)-that the electricity was generated from a renewable energy generating unit and (2)-proof of ownership of such generated electricity in a REC tracking system. Some jurisdictions may interpret a REC to include the Environmental Attributes of energy. One megawatt-hour of energy generation from a resource registered with the tracking system under section 5 is associated with one REC.
- 2.7 "Retire" or "Retirement" means an action taken to remove a REC from circulation within a REC tracking system.

3. ~~REC~~ENVIRONMENTAL ATTRIBUTE INVENTORY AND ACCOUNTING

~~3.1~~As described in section 1 of this exhibit, Environmental Attributes are defined by various jurisdictions. The Parties acknowledge that the Environmental Attribute accounting outlined below will be provided consistent with physical deliveries of power.

3.1 Registration of Renewable Energy Generating Units

BPA shall take all reasonable steps to register the applicable renewable energy generating units in BPA's system mix, including any hydro resources, with the tracking system selected under section 5 of this Exhibit H.

3.2 Environmental Attribute Accounting Process

Starting after issuance of the Final ROD of the BP-29 power rate 7(i) Process, and after the issuance of the Final ROD in each subsequent routine power rate 7(i) Process thereafter through the term of the Agreement, BPA shall

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conduct an Environmental Attribute Accounting Process for each upcoming Rate Period.

3.2~~3~~ REC Inventory Accounting

No later than April 15, 2030, and by each April 15 over the remaining term of this Agreement, BPA shall calculate its ~~Inventories~~Inventory for RECs ~~generated for each Attribute Pool created~~ during the prior calendar year ~~based on the Attribute Pool~~ from the applicable Environmental Attribute Accounting Process ~~for the applicable Rate Period~~.

3.4 Emission Accounting

No later than June 1, 2029 and by each June thereafter, and as an outcome of the Environmental Attribute Accounting Process, BPA will provide emission accounting information and, if applicable, will provide such information consistent with state rules.

3.5 Non-Emitting Electric Generation Accounting

No later than June 1, 2029 and by each June thereafter, and as an outcome of the Environmental Attribute Accounting Process, BPA will provide non-emitting electric generation accounting information and, if applicable, will provide such information consistent with state rules.

4. CUSTOMER'S SHARE OF RECS

Drafter's Note: Include the following paragraph for customers that had a Regional Dialogue CHWM Contract.

All capitalized terms used in this paragraph and the related underlying processes described in this paragraph shall be as defined, determined and calculated under «Customer Name»'s Regional Dialogue CHWM Contract. By April 15, 2029, BPA shall transfer to «Customer Name» or manage a pro rata share of Available Tier 1 RECs from calendar year 2028 based on «Customer Name»'s FY 2028 RHWM divided by the total FY 2028 RHWMs of all customers with Regional Dialogue CHWM Contracts. BPA shall also transfer to «Customer Name» its share of Tier 2 RECs, if applicable, generated during calendar year 2028. «Customer Name» agrees that its REC transfer or management election (WREGIS, WREGIS subaccount, or remarketing) for Fiscal Year 2028 shall apply for all calendar year 2028.

End option.

By April 15, 2030, and by each April 15 over the remaining term of this Agreement, BPA shall determine «Customer Name»'s share of RECs as a pro rata share of the actual megawatt hours of power «Customer Name» purchased from BPA the prior calendar year under this Agreement. «Customer Name»'s pro rata share of each Inventory of RECs shall be calculated as the actual megawatt hours of power «Customer Name» purchased from BPA under this Agreement during the prior calendar year in the applicable Attribute Pool divided by the sum of all power purchased from BPA for the applicable Attribute Pool.

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5. TRANSFER AND TRACKING OF RECS

By December 1, ~~2028~~2029, «Customer Name» shall provide written notice to BPA stating which one of the three options below it elects for the transfer of «Customer Name»'s share of RECs, for the remaining term of the Agreement. However, «Customer Name» may change its transfer election for the remaining term of the Agreement by providing written notice to BPA of such change by December 1, ~~2029~~2030 or by any December 1 over the remaining term of the Agreement.

- (1) BPA shall transfer «Customer Name»'s share of RECs into «Customer Name»'s own WREGIS account, which shall be established by «Customer Name»; or
- (2) BPA shall transfer «Customer Name»'s share of RECs into a BPA-managed WREGIS subaccount. Such subaccount shall be established by BPA on «Customer Name»'s behalf and the terms and conditions of which shall be determined by the Parties in a separate agreement; or
- (3) BPA shall transfer «Customer Name»'s share of RECs into a third party-managed WREGIS account. «Customer Name» shall notify BPA of the third-party WREGIS account number in its notice provided pursuant to this section -5.

By April 15, 2030, and by each April 15 over the remaining term of this Agreement, BPA shall transfer «Customer Name»'s share of RECs from the prior calendar year to «Customer Name» via WREGIS in accordance with its transfer election.

If «Customer Name»'s WREGIS account number has changed, then «Customer Name» shall notify BPA of such change by December 1, 2028 and by each December 1 over the remaining term of this Agreement.

All references to WREGIS in this Exhibit_H should be understood to mean WREGIS or a comparable commercial tracking system. BPA may change commercial tracking systems with reasonable advance notice to «Customer Name». In such case, the Parties shall establish a comparable process for BPA to provide «Customer Name» its share of RECs.

6. FEES

BPA shall pay any reasonable fees associated with: (1) the transfer of «Customer Name»'s RECs into any WREGIS account or WREGIS subaccount and (2) the establishment of any WREGIS subaccounts in «Customer Name»'s name pursuant to section ~~5.45~~ of this exhibit. «Customer Name» shall pay all other fees associated with any WREGIS or successor commercial tracking system, including WREGIS Retirement, reserve, and export fees.

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7. EMISSION ALLOWANCES

7.1 BPA Compliance with Emission Allowance Program(s)

If over the term of this Agreement BPA incurs an emissions compliance obligation placed on electricity importers that provide power to «Customer Name»'s service territory, and if based on that compliance program:

- (1) BPA is obligated to obtain Emission Allowances sufficient to cover power purchased under this Agreement to «Customer Name», and
- (2) «Customer Name» is eligible to receive Emission Allowances at no cost from «Customer Name»'s applicable jurisdiction and which can be used directly for compliance,

then «Customer Name» shall transfer, or otherwise provide, Emission Allowances to BPA on the schedule and in the amount ~~requested~~agreed to by BPA and «Customer Name» that is sufficient to satisfy BPA's compliance obligations that arise in order to serve «Customer Name»'s load in its state.

The Parties shall revise section 7.2 below to include the specific terms and conditions, such as the calculation of the Emission Allowances to be transferred, and cost responsibilities, if any, associated with the transfer of Emission Allowances to BPA.

If «Customer Name» elects to not revise this Exhibit H to include applicable special provisions in section 7.2 below, then BPA shall apply and «Customer Name» shall pay the applicable Emissions Allowance costs through charges established in the BPA Wholesale Power Rate Schedules and GRSPs.

7.2 Transfer of Emission Allowances to BPA

Placeholder for special provisions.

~~8. BPA'S RIGHT TO TERMINATE CUSTOMER'S RECS AND ENVIRONMENTAL ATTRIBUTES~~

~~To the extent necessary to comply with any federal regulation or federal legislation which addresses any form of Environmental Attribute(s) or RECs and which includes compliance costs applicable to BPA, BPA may, upon reasonable notice to «Customer Name», terminate «Customer Name»'s contract rights to any RECs and Environmental Attributes under this exhibit.~~

Drafter's Note: Include the following for customers with a BPA-managed WREGIS subaccount.

~~98.~~ TERMS AND CONDITIONS OF CUSTOMER'S WREGIS SUBACCOUNT

~~98.1~~ Establishment of WREGIS Subaccount

In accordance with «Customer Name»'s election under section 5(2) above , BPA shall establish a subaccount in «Customer Name»'s name within BPA's

~~«##»PS-«#####», «Customer Name»~~
~~Exhibit H, Renewable Energy Certificates~~I, Notices and Environmental Attributes~~Contact Information~~

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WREGIS account. BPA shall provide «Customer Name» read-only access to its subaccount.

BPA shall use such subaccount for the purposes of administering the provisions of this Agreement related to RECs that «Customer Name» receives from BPA.

«Customer Name» gives its consent to be bound by the terms stated in the WREGIS Account Holder Registration Agreement, also referred to as the WREGIS Terms of Use (WREGIS TOU) Agreement, executed by BPA and including any revisions. BPA shall provide «Customer Name» a copy of the executed WREGIS TOU Agreement upon request.

98.2 Transfer of RECs to Customer's WREGIS Subaccount

BPA shall transfer «Customer Name»'s share of RECs to «Customer Name»'s WREGIS subaccount pursuant to the timeline established in section 5 above.

98.3 Resale, Purchase, and Retirement of RECs

If «Customer Name» wants to sell RECs received from BPA or purchase RECs other than those RECs it receives from BPA, then «Customer Name» shall request that BPA terminate its WREGIS subaccount pursuant to section 98.5 below and «Customer Name» shall establish its own WREGIS account.

Upon receipt of written notice from «Customer Name» of RECs «Customer Name» wants BPA to Retire, BPA shall Retire «Customer Name»'s RECs on its behalf. In such Retirement notice, «Customer Name» shall identify REC quantity, the name of the renewable project(s) which generated the RECs, and the month and year the RECs were generated by the project(s).

98.4 WREGIS Subaccount Fees

BPA shall pay the fees associated with «Customer Name»'s WREGIS subaccount consistent with section 5 of this exhibit. BPA shall pass through and «Customer Name» shall reimburse BPA for all other fees associated with «Customer Name»'s WREGIS subaccount including but not limited to any REC Retirement fees. «Customer Name» shall be responsible for all WREGIS fees incurred from the termination of its WREGIS subaccount, and «Customer Name» shall pay all fees associated with establishment of its own WREGIS account.

98.5 Termination of Customer's WREGIS Subaccount

Either Party may terminate «Customer Name»'s WREGIS subaccount after providing written notice to the other Party.

BPA shall not terminate «Customer Name»'s WREGIS subaccount until (1) «Customer Name» has established its own WREGIS account or «Customer Name» has arranged for its RECs to be handled by a third party and (2) BPA has received written notice from «Customer Name» to transfer 100 percent of

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«Customer Name»’s RECs into «Customer Name»’s own WREGIS account or a third-party WREGIS account. After BPA has transferred «Customer Name»’s RECs from its WREGIS subaccount to «Customer Name»’s new WREGIS account or a third party WREGIS account, «Customer Name» may not have both a WREGIS account and a WREGIS subaccount open at the same time.

Unless otherwise agreed by the Parties, if «Customer Name» asks BPA to terminate its WREGIS subaccount, then BPA shall not establish another WREGIS subaccount for «Customer Name» for the remaining term of this Agreement.

End WREGIS Subaccount Option

«#». REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to add or remove the terms and conditions of «Customer Name»’s WREGIS subaccount following either «Customer Name»’s election of a WREGIS subaccount pursuant to section 5 of this exhibit or either Party’s notice for termination of a WREGIS subaccount; and;
- ~~(2) —to comply with changes to federal law or to comport with state laws;~~
- ~~(3)~~(2) to incorporate any significant edits related to a change to the commercial tracking system, pursuant to the last paragraph of section-5 of this exhibit.

All other changes require mutual agreement.

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Exhibit I

NOTICES AND CONTACT INFORMATION

Commented [RMM109]: Exhibit I, Notices and Contact Information, was shared at the April 10, May 6, and June 10 workshops.

1. NOTICES AND CONTACT INFORMATION

1.1 Notices

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

- (1) delivered in person;
- (2) by a nationally recognized delivery service with proof of receipt;
- (3) by United States Certified Mail with return receipt requested;
- (4) electronically, with verification of the electronic notice's origin, date, time of transmittal and receipt; or
- (5) by another method agreed to by the Parties.

Notices are effective when received.

1.2 Contact Information

The Parties shall deliver notices to the following people and address(es):

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Reviewer's Note: Customers can work with their Account Executives at contract offer and over the term of the Agreement to add additional customer contacts to this section, if necessary.

If to «Customer Name»:

«Utility Name»
«Street Address»
«P.O. Box »
«City, State, Zip»
Attn: «Contact Name»
«Contact Title»
Phone: «###-###-####»
E-Mail: «E-mail address»

**Additional «Customer Name»
Contact:**

«Utility Name»
«Street Address»
«P.O. Box »
«City, State, Zip»
Attn: «Contact Name»
«Contact Title»
Phone: «###-###-####»
E-Mail: «E-mail address»

If to BPA:

Bonneville Power Administration
«Street Address»
«P.O. Box»
«City, State, Zip»
Attn: «AE Name - Routing»
Power Account Executive
Phone: «###-###-####»
E-Mail: «E-mail address»

Additional BPA Contact:

Bonneville Power Administration
«Street Address»
«P.O. Box»
«City, State, Zip»
Attn: «Manager Name - Routing»
«Eastern or Western» Power
Customer Services Manager
Phone: «###-###-####»
E-Mail: «E-mail address»

2 OPERATIONAL CONTACT INFORMATION

As applicable, the Parties shall notify the following people using the following methods for operations related to this Agreement, including scheduling:

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Reviewer's Note: ~~2~~Customers can work with their Account Executives at contract offer and over the term of the Agreement to add additional customer contacts to this section, as necessary.

If to «Customer Name»:

«Include necessary operational contact information and details: Function, e-mail, phone, etc. or Not Applicable»

Or another mutually agreed upon form of notification.

If to BPA:

Preschedule
E-Mail: PBLPresched@bpa.gov

Real Time: See E-Tag for contact

Include in ***Slice/BLOCK*** template:
Slice operational contacts

Slice Group
Phone: 503-230-3130
E-Mail: SliceSupport@bpa.gov

Slice Desk
Phone: 503-230-5502
END SLICE/BLOCK template.

Or another mutually agreed upon form of notification.

3. REVISIONS

Either Party shall notify the other Party of changes to their contact information above. After such notice, BPA may unilaterally revise section 1.2 and section 2 of this exhibit to reflect such changes to the Parties' contact information. All other revisions to this exhibit shall be by mutual agreement of the Parties.

(PS«X/LOC»- «File Name with Path».docx) «mm/dd/yy» {Drafter's Note: Insert date of finalized contract here}

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~~(PS«X/LOC»-«File Name with Path».docx) «mm/dd/yy» {Drafter's Note: Insert date of finalized contract here}~~

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Exhibit J

ADDITIONAL RESOURCE AND ENERGY STORAGE DEVICE REQUIREMENTS

Reviewer's Note: Section 1 would include new election and requirement tables.

1. CUSTOMER RESOURCE ELECTIONS AND CHARACTERISTICS SUMMARY

Reviewer's Note: BPA is proposing to move the RSS language into Exhibit J. In the Regional Dialogue contract, the RSS provisions are in Exhibit D (are currently in Exhibit D, grayed out.)

2. RESOURCE SUPPORT SERVICES

Reviewer's Note: This is a potential home/placeholder for this new section.

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

2.1 BPA shall develop RSS products to support eligible Specified Resources listed in section 2 of Exhibit A and make RSS available starting in FY 2029. BPA shall offer RSS contract provisions as a revision to this exhibit by July 31, 2027. Prior to that date, BPA shall provide «Customer Name» a reasonable opportunity to provide input into the development of the RSS products and the related contract provisions.

2.2 If «Customer Name» adds a New Resource to meet its obligations to serve Above-CHWM Load, consistent with the notice requirements in section 3.5.1 of the body of this Agreement, then «Customer Name» may purchase RSS from BPA to support such resource.

*End **LOAD FOLLOWING** template.*

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

RSS is only available to «Customer Name» to support renewable resources that are New Resources used to serve Total Retail Load that are added after September 30, 2023. «Customer Name»'s purchase of RSS shall include all support services necessary to convert the actual scheduled output from the resource being supported into a flat annual block.

2.1 BPA shall develop -RSS products to support applicable Specified Resources listed in section 2 of Exhibit A and make RSS available starting in FY 2029. BPA shall offer RSS contract provisions as a revision to this exhibit by July 31, 2027. Prior to that date, BPA shall provide «Customer Name» a reasonable opportunity to provide input into the development of the RSS products and the related contract provisions.

2.2 If «Customer Name» adds an eligible New Resource to meet its obligations to serve Above-CHWM Load, consistent with the notice requirements in section 3.5.1 of the body of this Agreement, «Customer Name» may purchase RSS from BPA to support such resource.

*End **BLOCK** and **SLICE/BLOCK** templates.*

Commented [RMM110]: BPA is proposing to add a new Exhibit J to capture Resource and Energy Storage Device related elections and requirements. Exhibit J is currently *concept only* and was shared at the Sept. 17 workshop. There have been several new resource related elections/requirements developed during Regional Dialogue and being introduced under Provider of Choice. Exhibit J will capture specific elections/requirements, by resource, to better organize the resource related exhibit information for both internal staff (PS, Revenue Analysts, etc) and customers.

Commented [OJ(P6111)]: At the Dec. 11th workshop, BPA discussed a proposal to develop the full RSS provisions after contract offer. BPA provided a proposed timeline for development, review and contract amendment in slides shared at that workshop. In response to customer comment at that Dec. 11 workshop, BPA proposes this placeholder language here in Exh. J until BPA develops full RSS provisions.

Commented [WC(P6112)]: PRDM DRAFT Appendix D Support Service Framework provides RSS to Slice and Block Customers for renewable New Resources to serve Above-CHWM load.

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3. EXISTING DISPATCHABLE RESOURCE CAPACITY SHAPING REQUIREMENTS

Reviewer's Note: This is a potential home/placeholder for this new section.

4. RESOURCE ADEQUACY SUBMITTALS FOR COMMITTED POWER PURCHASE AMOUNTS

Reviewer's Note: BPA is proposing to move the ~~TCMSTSS~~ coverage by resource language out of Exhibit F and into this Exhibit J.

5. ~~TCMSTSS~~ COVERAGE BY RESOURCE

Reviewer's Note: This is a potential home/placeholder for this new section.

6. ENERGY STORAGE DEVICES

Reviewer's Note: The following proposed Network Resource section was shared at the October 15, 2024 ~~workshop~~ and December 11, 2024 workshops at the end of the Exhibit G document. ~~It was shared as a mock-up of what BPA proposed to include in this Exhibit J.~~

Option: Include this section for customers served by Transfer Service.

7. NON-FEDERAL NETWORK RESOURCE INFORMATION FOR TRANSFER SERVICE

Option 1: If «Customer Name» does NOT have any non-federal Network Resources include the following text:

«Customer Name» does not have any non-federal Network Resources at this time.

End Option 1.

Option 2: If «Customer Name» has non-federal Network Resources include the following text and complete section «##».1 for each resource. If customer has more than one non-federal Network Resource for Transfer Service, number each separately as «##».1, «##».2, etc. and indent appropriately.

All of «Customer Name»'s non-federal Network Resources are listed below.

Drafter's Note: This template is intended to be a starting point to work from when drafting this section of the exhibit. Headings and content are expected to change to accommodate unique situations associated with the relevant non-federal Network Resource.

«##».1 **«Resource Name»**

«##».1.1 General Description of Non-Federal Network Resource:

- (1) **Resource type:** «Generating or Contract Resource»
- (2) **Resource fuel type:** «hydro, gas, bio-mass, co-generation, coal, etc»
- (3) **Physical Location:** «City, County, State»
- (4) **Generation meter number:** «#####»

Drafter's Note: N/A for Contract Resource. When meter number is available, information needs to be added, or should match Exhibit E of customer's RD contract.

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- (5) Counterparty: «XXXX»
- (6) Balancing Authority Area (BAA) in which «Resource Name» is located: «XXXX»
- (7) Generator unit(s) size (nameplate) and quantity of capacity from that unit being designated as the non-federal Network Resource: «XXXX»
- (8) MW amount of designation from Contract Resource: «XXXX»
- (9) Amount of Above RHEW Load to be served with «Resource Name»: «### MW(s)»

«#».1.2 Operating characteristics of Non-Federal Network Resource

- (1) Operating restrictions:
 - (i) Periods of restricted operations: «routine limitations, i.e. fuel»
 - (ii) Maintenance schedules: «XXXX»
 - (iii) Must-run unit designations: «XXXX»
- (2) Operational protocols: «XXXX»
- (3) Metering responsibilities: «XXXX»

«#».1.3 General Description of Transmission Arrangements made by «Customer Name»

- (1) «Customer Name»'s BPA Network Transmission (NT) contract number: «#####»
- (2) List reference number(s) assigned by OASIS for transmission reservations made: «#####» (include current status of any transmission arrangements made associated with «Resource Name»)
- (3) List inter-connection arrangements (if any) made by «Customer Name»: «XXXX»
- (4) List the location at which «Customer Name» will take possession of the power: «XXXX»
- (5) List Point of Receipt (POR) on the Third-Party Transmission Provider's system where «Resource Name» will be delivered: «XXXX»
- (6) Firming or sleeving arrangements:

«#».1.4 Cost Obligations

BPA shall charge «Customer Name» and «Customer Name» shall pay for the following costs of Transfer Service for «Resource Name»:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | (1) Redispatch |
| <input type="checkbox"/> | (2) Congestion management |
| <input type="checkbox"/> | (3) Distribution and low-voltage delivery |
| <input type="checkbox"/> | (4) Real power losses |
| <input type="checkbox"/> | (5) Ancillary Services |

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- ☐ (a) Scheduling, System Control and Dispatch

Drafter's Note: Applies only if the resource is located in the same BAA as the customer's load and is not recovered through a separate arrangement

- ☐ (b) Generation Imbalance

- ☐ (c) Regulation and Frequency Response

- (d) Operating Reserves

- ☐ (i) Spinning

- ☐ (ii) Non-Spinning

Drafter's Note: Includes all costs directly assigned to BPA related to the study, maintenance, expansion or construction of new transmission facilities necessary to transmit power from the resource to the customer's load

- ☐ (6) Direct Assignment Costs

Drafter's Note: Includes all transmission costs associated with energy which exceed the Above Fiscal Year Transfer Cap

- ☐ (7) Other costs

End Option 2.

End Option

«#». REVISIONS

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Include in **SLICE/BLOCK** template:

Exhibit K

ANNUAL SLICE PERCENTAGE AND FIRM SLICE AMOUNTS

1. ANNUAL SLICE PERCENTAGE

By March 31 concurrent with BPA's calculation of «Customer Name's Net Requirement pursuant to section 1 of Exhibit A, BPA shall enter «Customer Name's formula inputs and Slice Percentage, calculated pursuant to section 5.3 of this Agreement, into the table below ~~no later than September 15, 2028, and by each September 15 thereafter.~~

Drafter's Note: This table left blank at contract signing. Enter values as a percentage rounded to the fifth digit, and as a decimal value rounded to the seventh digit.

Fiscal Year	TRL forecast (aMW)	Existing Resources (aMW)	NLSL (aMW)	Tier 1 Allowance Amount (aMW)	Customer CHWM (aMW)	Annual CHWM System (aMW)	Slice Percentage (percent value)	Slice Percentage (decimal value)
FY 2029							xx.xxxxx %	(0.xxxxxxx)
FY 2030							xx.xxxxx %	(0.xxxxxxx)
FY 2031							xx.xxxxx %	(0.xxxxxxx)
FY 2032							xx.xxxxx %	(0.xxxxxxx)
FY 2033							xx.xxxxx %	(0.xxxxxxx)
FY 2034							xx.xxxxx %	(0.xxxxxxx)
FY 2035							xx.xxxxx %	(0.xxxxxxx)
FY 2036							xx.xxxxx %	(0.xxxxxxx)
FY 2037							xx.xxxxx %	(0.xxxxxxx)
FY 2038							xx.xxxxx %	(0.xxxxxxx)
FY 2039							xx.xxxxx %	(0.xxxxxxx)
FY 2040							xx.xxxxx %	(0.xxxxxxx)
FY 2041							xx.xxxxx %	(0.xxxxxxx)
FY 2042							xx.xxxxx %	(0.xxxxxxx)
FY 2043							xx.xxxxx %	(0.xxxxxxx)
FY 2044							xx.xxxxx %	(0.xxxxxxx)

2. ANNUAL CHWM SYSTEM

By March 31 concurrent with BPA's calculation of «Customer Name's Net Requirement pursuant to section 1 of Exhibit A, BPA shall ~~enter~~ update the table below with the Annual CHWM System monthly Average Megawatts ~~into the table below no later than September 15, 2028, and by each September 15 thereafter.~~ The Annual CHWM System is an input in the calculation of «Customer Name's Firm Slice Amount pursuant to section 5.4 of this Agreement.

Commented [RMM113]: Exhibit K was shared in the Sept. 17 workshop. While no new edits were shared, BPA brought Exhibit K back for discussion at the Oct. 22 workshop. At that workshop, BPA shared the Planned Product Group's (PPG's) comments submitted on Oct. 3. At the October 22 workshop, participants discussed accepting some of the PPG edits and sharing those in this draft template. The Exhibit K version included here in this template is the the PPG edits and BPA edits discussed Oct. 22.

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	ANNUAL Annual CHWM System (aMW)												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
FY 2029													
FY 2030													
FY 2031													
FY 2032													
FY 2033													
FY 2034													
FY 2035													
FY 2036													
FY 2037													
FY 2038													
FY 2039													
FY 2040													
FY 2041													
FY 2042													
FY 2043													
FY 2044													

Note: Fill in the table above with average megawatt values rounded to a whole number xxx decimal places.
Drafter's Note: Add the following when revising this table: "2_This table updated per Revision ___ to Exhibit K."

3. FIRM SLICE AMOUNT

By March 31 concurrent with BPA's calculation of «Customer Name»'s Net Requirement pursuant to section 1 of Exhibit A, BPA shall ~~enter~~update the table below with «Customer Name»'s Firm Slice Amount calculated pursuant to section 5.4 of this Agreement ~~into the table below no later than September 15, 2028, and by each September 15 thereafter.~~

Drafter's Note: The table below will be blank at contract signing.

Firm Slice Amount													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2029													
Energy (aMW)													
Energy (MWh)													
Fiscal Year 2030													
Energy (aMW)													
Energy (MWh)													
Fiscal Year 2031													
Energy (aMW)													
Energy (MWh)													
Fiscal Year 2032													
Energy (aMW)													
Energy (MWh)													
Fiscal Year 2033													
Energy (MWh)													
Energy (MW)													

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Firm Slice Amount													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2034													
Energy (MWh)													
Energy (MW)													
Fiscal Year 2035													
Energy (aMW)													
Energy (MWh)													
Fiscal Year 2036													
Energy (aMW)													
Energy (MWh)													
Fiscal Year 2037													
Energy (aMW)													
Energy (MWh)													
Fiscal Year 2038													
Energy (aMW)													
Energy (MWh)													
Fiscal Year 2039													
Energy (aMW)													
Energy (MWh)													
Fiscal Year 2040													
Energy (aMW)													
Energy (MWh)													
Fiscal Year 2041													
Energy (aMW)													
Energy (MWh)													
Fiscal Year 2042													
Energy (aMW)													
Energy (MWh)													
Fiscal Year 2043													
Energy (aMW)													
Energy (MWh)													
Fiscal Year 2044													
Energy (aMW)													
Energy (MWh)													
Note: Fill in the table above with megawatt-hour values rounded to a whole number, and average megawatt values rounded to three decimal places. <i>Drafter's Note: Add the following when revising this table: "2_This table updated per Revision ____ to Exhibit K."</i>													

4. **REVISIONS**
BPA shall revise the tables in sections 1, 2 and 3 of this Exhibit K for each Fiscal Year of the Rate Period in accordance with the terms of this Exhibit K. Other changes to Exhibit K shall be by mutual agreement of the Parties.

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Exhibit L

PROVIDER OF CHOICE SLICE ~~COMPUTER~~ APPLICATION

Commented [RMM114]: Exhibit "M" will be shared at workshop in November. However, BPA has updated the exhibit letter to Exhibit L.

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1. <u>Provider of Choice</u> Slice Computer Application – General Description	
2. Definitions	
3. Slice Water Routing Simulator	
3.1 General Description	
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5. Default User Interface	
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8. <u>SCAPOCSA</u> Trial Periods	
9. Revisions	
<i>Drafter's Note: When the Signatures clause is included at the end of the revision, list it in the Table of Contents.</i>	
10. Signatures	

1. PROVIDER OF CHOICE SLICE ~~COMPUTER~~ APPLICATION – GENERAL DESCRIPTION

The Provider of Choice Slice ~~Computer~~ Application (SCAPOCSA) is a proprietary BPA computer application developed and maintained by BPA in consultation with «Customer Name» and other SIGSlice Operations Forum (SOF) members. The Slice Computer ApplicationPOCSA consists of the Slice Water Routing Simulator, the Balance of System Module, the Default User Interface, and other related processes used for scheduling, tagging, and accounting of Slice Output and communication of information, all as described below.

The Slice Computer Application is used to determine «Customer Name»'s hourly POCSA calculates the Slice Output Energy ~~amounts~~amount that ~~will be made~~BPA makes available ~~by Power Services for delivery to~~ «Customer Name» in each Scheduling Hour. The total amount of Slice Output Energy ~~to be scheduled in~~ each Scheduling Hour is comprised of the results of the Simulator and the BOS Module, as set forth in section 7 of this exhibit. «Customer Name» shall use the

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POCSA on a day-ahead timeframe to submit Customer Inputs and BOS Flex Requests to BPA for each Scheduling Hour in the next Slice Operating Day, pursuant to section 4.1 of Exhibit F.

In the event Exhibit O is implemented pursuant to section 5.10.3.2 of the body of this Agreement, only sections 3.5, 5, 8, and 9 of this Exhibit M shall be in effect as long as Exhibit O remains in effect.

2. DEFINITIONS

The following definitions apply only to this Exhibit ~~ML~~.

- 2.1 “Algorithm Tuning Parameters” means factors, coefficients, or variables that are embedded within Simulator algorithms or formulas and are adjusted by Power Services as needed to appropriately implement provisions of this Agreement.
- 2.2 “Bypass Spill” means Spill that occurs at a hydroelectric project associated with lock operations, leakage and fish bypass systems.
- 2.3 “Forced Spill” means Spill other than Bypass Spill, Elective Spill, or Fish Spill that occurs at a hydroelectric project and is unavoidable in order to operate the project within applicable Operating Constraints.
- 2.4 “Incremental Side Flows” means the portion of a hydroelectric project’s natural inflow that enters the river on which the project is located between that project and the next-upstream project.
- 2.5 “Logic Control Parameters” means flags or toggles that are embedded within the ~~Slice Computer Application~~POCSA logic and are set by Power Services as needed to appropriately implement provisions of this Agreement.
- 2.6 “Simulator Initialization Time” means the date and time that represents the beginning of the first one-hour period of the Simulator Modeling Period.
- 2.7 “Simulator Modeling Period” means the variable time period represented by the Simulator output, including between 216 and 241 one-hour time periods, as described in section 3.1.2 of this exhibit.

3. SLICE WATER ROUTING SIMULATOR

3.1 General Description

The Simulator is designed to determine «Customer Name»’s potential range of available Simulated Output Energy Schedules and Delivery Limits associated with the Simulator Projects. «Customer Name» shall utilize the Simulator to simulate the routing of available stream flow through the Simulator Projects in compliance with established Simulator Parameters. Power Services is responsible for establishing and managing Simulator

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Parameters within the Simulator, pursuant to section 3.2 of this exhibit, and «Customer Name» is responsible for establishing and managing Customer Inputs within the Simulator, pursuant to section 3.3 of this exhibit.

~~«Customer Name» shall use the Slice Computer Application to determine and make its requests for Slice Output Energy scheduled from Power Services.~~

3.1.1 «Customer Name» shall have access to the Simulator for the purpose of running various Simulated Operating Scenarios.

3.1.2 The Simulator ~~shall be designed to produce~~produces Simulated Operating Scenarios in one-hour time periods for no less than 216 hours and no more than 241 hours, depending upon the Simulator Initialization Time. ~~The one-hour time periods shall begin with the hour that begins with the Simulator Initialization Time and will continue for the remaining hours of that calendar day plus the subsequent nine calendar days.~~

The one-hour time periods used in the Simulated Operating Scenarios shall begin with the first hour of the day following the most recent operating day that «Customer Name» submitted Customer Inputs pursuant to section 4.1 of Exhibit F.

3.1.3 The Simulator ~~shall incorporate~~incorporates approximate hydraulic time lags between Simulator Projects.

3.1.4 The Simulator ~~shall reflect~~reflects the application of all Operating Constraints in effect for each Simulator Project, including compliance with Operating Constraints in effect at downstream projects.

3.1.5 The Simulator ~~shall calculate~~calculates simulated inflows to Grand Coulee based upon forecast (or measured when available) discharges from upstream projects plus forecast Incremental Side Flows between those projects and Grand Coulee, as adjusted for forecast Banks Lake irrigation pumping flows.

3.1.6 The Simulator ~~shall compute~~calculates the simulated Grand Coulee discharge, generation, and forebay elevation based on «Customer Name»'s Customer Inputs ~~and shall use such~~. Such computed discharge ~~is used~~ to establish «Customer Name»'s simulated Chief Joseph inflow, given appropriate time lags, and as adjusted for forecast Chief Joseph Incremental Side Flows.

3.1.7 The Simulator ~~shall calculate~~calculates simulated inflows to McNary based upon forecast (or measured when available) discharges from Priest Rapids and Ice Harbor after considering approximate hydraulic time lags between those projects and McNary, as adjusted for forecast McNary Incremental Side Flows. The Simulator ~~shall~~ also

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~~incorporate~~incorporates «Customer Name»'s Hydraulic Link Adjustment, pursuant to section 3.7 of this exhibit, into «Customer Name»'s simulated McNary inflow.

- 3.1.8 The Simulator ~~shall compute~~calculates the simulated McNary discharge, generation, and forebay elevation based on «Customer Name»'s Customer Inputs ~~and shall use such computed~~. Such calculated discharge is used to establish «Customer Name»'s simulated John Day inflow, given appropriate time lags, and as adjusted for forecast John Day Incremental Side Flows.
- 3.1.9 The Simulator ~~will compute~~calculates the simulated discharge, generation and forebay elevations for John Day, The Dalles and Bonneville, as well as simulated inflows into The Dalles and Bonneville for «Customer Name», in the manner described in section ~~3.1.8~~ above.
- 3.1.10 The Simulator ~~will does~~ not ~~be designed to~~ accept aggregated Customer Inputs for the ~~LCOL~~Lower Columbia Complex or the Coulee-Chief Complex. «Customer Name» may develop aggregated Customer Inputs for use in its in-house processes but must translate such aggregated Customer Inputs into individual Customer Inputs for each Simulator Project to enable the ~~Slice Computer Application~~POCSA to validate «Customer Name»'s simulated operation of individual Simulator Projects against Operating Constraints.

3.2 Simulator Parameters

~~Power Services~~BPA shall ~~establish~~ monitor and update the Simulator Parameters, as specified in this section 3.2, applicable to each Simulator Project to reflect: (1) Operating Constraints in effect or to take effect at the actual Tier 1 System Resource, and (2) forecast system conditions used by BPA in the operation of the Tier 1 System Resources, for the entire Simulator Modeling Period. ~~Power Services~~BPA shall designate each Operating Constraint established as a Simulator Parameter as either an Absolute Operating Constraint, a Hard Operating Constraint, or a Soft Operating Constraint. BPA shall notify Slice Customers of any Absolute Operating Constraint or Hard Operating Constraint that cannot be modelled in the POCSA. The simulated operating capability available from the Simulator Projects as affected by the Simulator Parameters shall reasonably represent the actual operating capability available from the Tier 1 System Resources that comprise the Simulator Projects as affected by the associated Operating Constraints. To the maximum extent practicable, ~~Power Services~~BPA shall monitor the operating conditions that affect the Simulator Projects and shall revise the Simulator Parameters as necessary to reflect changes.

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3.2.1 ~~Power Services~~BPA shall ~~have~~update the ~~right to revise~~ Simulator Parameters ~~affecting applicable to~~ each Scheduling Hour ~~up to 75 minutes in the Simulator Modeling Period no later than three hours prior to the beginning~~Customer Inputs submission deadline in section 4.1 of Exhibit F on each ~~such Scheduling hour. For example, Power Services~~calendar day. BPA shall have the right to revise Simulator Parameters ~~affecting applicable to each~~ Scheduling Hour ~~13 up until 10:45 a.m. to 75 minutes prior to the Customer Inputs submission deadline in section 4.1 of Exhibit F.~~

3.2.2 The Simulator Parameters shall include:

- (1) Hourly regulated inflows (Grand Coulee and McNary only);
- (2) Hourly Incremental Side Flows;
- (3) Initial forebay elevations;
- (4) Water to energy conversion factors (H/~~Ks~~ks);
- (5) Content to elevation conversion tables;
- (6) Project turbine capacities;
- (7) Spill limitations and requirements, including Bypass Spill quantities;
- (8) Generation limitations and requirements;
- (9) Discharge limitations and requirements as needed to meet both discharge and tailwater elevation requirements;
- (10) Forebay limitations and requirements;
- (11) System wide requirements that affect the Simulator Projects (e.g. Vernita Bar, chum spawning, or Operating Reserves);
- (12) Algorithm Tuning Parameters;
- (13) Logic Control Parameters that affect the Simulator Projects (e.g. CGS Displacement election, PSB enforcement flag, etc.); and
- (14) Simulator Parameters as implemented pursuant to section 5.12 of the body of this Agreement and included in the specification manual described in section 3.5.1 of this exhibit.

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- 3.3 ~~«Customer Name»'s~~ Customer Inputs and Use of the Simulator
«Customer Name» shall be responsible for accessing the Simulator and submitting at least one Customer Input for each of the Simulator Projects for each one-hour time period for the entire Simulator Modeling Period. «Customer Name» is required to submit Customer Inputs to the Simulator separately from all other Slice Customers' Customer Inputs.
- 3.3.1 Customer Inputs shall include:
- (1) Generation requests;
 - (2) Elevation requests;
 - (3) Discharge requests; and,
 - (4) Customer Inputs as implemented pursuant to section 5.12 of the body of this Agreement and included in the specification manual described in section 3.5.1 of this exhibit.
- 3.3.2 Customer Inputs shall be stated in terms of whole project capability rather than «Customer Name»'s Slice Percentage of project capability.
- 3.3.3 The Simulator shall apply a fixed prioritization of Customer Inputs among generation, elevation, and discharge requests.
- 3.3.4 ~~Upon submission to Power Services, the~~The Simulator shall process «Customer Name»'s Customer Inputs to determine a Simulated Operating Scenario. The simulated generation values resulting from each Simulated Operating Scenario shall represent «Customer Name»'s potential Simulated Output Energy Schedules. Simulated Output Energy Schedules are not considered schedules for power delivery.
- 3.3.5 For each Simulated Operating Scenario the ~~Slice Computer Application~~POCSA will provide «Customer Name» with a report stating for each Simulator Project: (1) the resulting simulated generation, discharge and elevation values, (2) which, if any, Absolute or Hard Operating Constraints limited the Simulated Operating Scenario, and (3) which, if any, Absolute or Hard Operating Constraints were violated.
- 3.3.6 If «Customer Name» submits Customer Inputs for a Simulated Operating Scenario that would otherwise result in violations of one or more Absolute or Hard Operating Constraints, the Simulator shall, to the extent possible, establish a Simulated Operating Scenario that conforms to the Absolute or Hard Operating Constraints. In such event, «Customer Name» shall ~~make the election~~elect to either cancel

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the submission of its Customer Inputs or accept the results of the Simulated Operating Scenario. «Customer Name» shall contact the Power Services duty scheduler on shift no earlier than three hours prior to the Customer Inputs submission deadline in section 4.1 of Exhibit F and no later than thirty minutes prior to the Customer Inputs submission deadline to request shielding from Simulated Operating Scenario constraint violations for the next Slice Operating Day. Shielding eliminates the energy reduction at the Simulator Project where the constraint violation occurred. The Power Services duty scheduler on shift or other position designated by BPA shall have the sole discretion to approve or deny shielding requests. Shielding requests will not be approved by BPA after the fact. «Customer Name» shall resubmit a final feasible Simulated Operating Scenario for such shielding to take place.

- 3.3.7 «Customer Name» shall have the right to modify and submit to Power Services its Customer Inputs for each Scheduling Hour within included in the scheduling next Slice Operating Day prior to the Customer Inputs submission deadline established in section 4.1 of Exhibit F. As of the scheduling deadline prior to each Scheduling Hour, the

The Simulator shall process the Customer Inputs last submitted by «Customer Name» to determine Inputs after the Customer Inputs submission deadline to calculate «Customer Name»'s final Simulated Operating Scenario and associated final Simulated Output Energy Schedules, which shall be. The final Simulated Operating Scenario and final Simulated Output Energy Schedules are inputs to the basic calculation of «Customer Name»'s Delivery Slice Output Energy Request, as described in (SOER), pursuant to section 7 of this exhibit, for applicable to each such Scheduling Hour in the next operating day.

- 3.3.8 At least once per day For the Customer Inputs listed in section 3.3.1 of this exhibit, «Customer Name» shall be required to produce and submit to BPA at least one preliminary and one final Simulated Operating Scenario that demonstrates all Simulator Projects are in compliance with all applicable Operating Constraints for the duration of the Simulator Modeling Period. «Customer Name» may elect to produce more than one such Simulated Operating Scenario during a day. Power Services may suspend this requirement during periods when Power Services «Customer Name» shall produce and submit a preliminary Simulated Operating Scenario to BPA no earlier than 17 hours prior to the Customer Inputs submission deadline in section 4.1 of Exhibit F and no later than four hours prior to the Customer Inputs submission deadline. «Customer Name» shall produce and submit the final Simulated Operating Scenario to BPA no later than the Customer Input submission deadline in section 4.1 of Exhibit F. If «Customer Name» does not submit a final Simulated

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Operating Scenario to BPA that complies with the requirements of this section 3.3. then «Customer Name»'s preliminary Simulated Operating Scenario shall become its final Simulated Operating Scenario for the applicable time period. BPA may suspend this requirement during periods when BPA determines «Customer Name» is not able to comply due to conflicting Operating Constraints.

~~3.3.9 Power Services shall provide «Customer Name» with access, via the Slice Computer Application, to a test version of the Simulator that can be used for scenario testing. In this test version «Customer Name» shall have the ability to modify Simulator Parameters.~~

3.4 Simulator Output

Based on the Simulator Parameters and Customer Inputs in effect, the Simulator ~~shall produce~~produces the following results for each one-hour time period for the entire Simulator Modeling Period:

- 3.4.1 «Customer Name»'s potential Simulated Output Energy Schedules (simulated generation), simulated discharge, and simulated forebay elevation associated with each Simulator Project.
- 3.4.2 A list of Customer Inputs that resulted in violation of Operating Constraints within the Simulated Operating Scenario, pursuant to section 3.3.6 of this exhibit, or that were not achieved by the Simulator, for each Simulator Project.
- 3.4.3 A list of Operating Constraints that were violated within «Customer Name»'s simulated operation for each Simulator Project.
- 3.4.4 An explanation for each occurrence listed pursuant to sections 3.4.2 and 3.4.3 of this exhibit.
- 3.4.5 «Customer Name»'s Hydraulic Link Adjustment amounts as established pursuant to section 3.7 of this exhibit.

3.5 Simulator Documentation, Performance Test, and Accuracy

3.5.1 Simulator Documentation

~~Power Services~~BPA, with «Customer Name»'s input, shall develop ~~an updated~~ Slice Water Routing Simulator (SWRS) manual with specifications describing the Simulator computations, processes and algorithms ~~in sufficient detail to permit «Customer Name» to understand and verify the Simulator computations and accuracy of the Simulator outputs.~~ The SWRS manual shall include, but shall not be limited to, the following:

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- (1) A documented list of data points, including the source systems of record, such as BPA's internal modeling tools or stream flow forecasting databases, that are accessed and used to determine Simulator Parameters;
- (2) Full documentation, excluding computer code, of the processes by which the Simulator ~~computes~~calculates and produces output values;
- (3) Full documentation, excluding computer code, of the Simulator functions available to «Customer Name», including access and controls of the Simulator; and
- (4) Full documentation of the data output/display processes and communication protocols associated with «Customer Name's computer systems.

~~3.5.2 If requested, Power Services may provide «Customer Name» assistance in developing an operational manual to explain how the Simulator is to be operated by «Customer Name». After a reasonable period of time (as determined by Power Services) following the SCA Implementation Date, Power Services may charge «Customer Name» for any such assistance Power Services provides.~~

~~3.5.3 Simulator Performance Test~~

~~Power Services~~3.5.2 Simulator Performance Test

~~BPA~~ shall conduct the Simulator Performance Test specified in this section 3.5.~~32~~ of this exhibit, and as required pursuant to section 5.~~109~~.4 of the body of this Agreement and section 3.5.~~43~~.2 of this exhibit.

3.5.~~32~~.1 Storage Content Test

Using actual stream flows (including calculated Incremental Side Flows), operating constraints, initial monthly Simulator Project forebay elevations, and Simulator Project discharges for the months of January through September ~~2010, 2025~~ as input parameters, ~~Power Services~~BPA shall produce Simulated Operating Scenarios for each month of that period. ~~Power Services~~BPA shall ~~compute~~calculate the hourly Storage Content difference for each Simulator Project as the difference between the simulated Storage Content and the actual Storage Content for each such Simulator Project for each hour of the test period. For each month of the test period, a Simulator Project will have passed the Storage Content test if: (1) the hourly Storage Content difference is greater than the Storage Content value contained in column A of the table below on no more than 4 percent of the

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hours in the month; and, (2) no hourly Storage Content difference during the month is greater than the lesser of (i) the Storage Content value contained in column B of the table below or (ii) one-half of the applicable monthly available Storage Content. If a Simulator Project fails either of these tests for a month, then such Simulator Project will have failed the Storage Content test for such month.

Simulator Project	Column A	Column B
Grand Coulee	5 ksfd	15 ksfd
Chief Joseph	5 ksfd	11.5 ksfd
McNary	5 ksfd	15 ksfd
John Day	5 ksfd	15 ksfd
The Dalles	5 ksfd	12.5 ksfd
Bonneville	5 ksfd	15 ksfd

The overall Storage Content test will be deemed to have failed if one or more of the following occurs:

- (1) Grand Coulee fails the test in one or more of the nine months;
- (2) More than 25 percent of the 54 monthly tests fail;
- (3) Four or more Simulator Projects fail the test in any single month; or
- (4) Any of the Simulator Projects fail the test in all 9 months.

3.5.32.2 **Energy Test**

Using actual stream flows (including calculated Incremental Side Flows), operating constraints, initial monthly Simulator Project forebay elevations, Simulator Project discharge values, and Simulator Project H/Ks-ks (for the months of January through September 2010,2025) as input parameters, Power ServicesBPA shall produce Simulated Operating Scenarios for each month of that period. Power ServicesBPA shall computecalculate the daily and monthly differences between the simulated generation and actual generation for each Simulator Project. For each month of the test period, a Simulator Project will have passed the energy test if: (1) for each day of the month the daily generation difference is no greater than 5 percent of the associated Simulator Project’s actual daily generation; and, (2) the monthly generation difference is no greater than 3 percent of the associated

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Simulator Project's actual monthly generation. The overall energy test will be deemed to have failed if one or more of the following occurs:

- (1) Grand Coulee fails the test in one or more of the 9 months;
- (2) More than 25 percent of the 54 monthly tests fail;
- (3) Four or more Simulator Projects fail the monthly test in any single month; or
- (4) Any of the Simulator Projects fail the test in all 9 months.

3.5.3.3 **Peaking Test**

~~Power Services~~BPA shall produce a separate Simulated Operating Scenario as specified below, for the hottest consecutive 3-day period and the coldest consecutive 3-day period that occurred during the period January through September ~~2010~~2025

The 3-day test periods shall be determined by ~~Power Services~~BPA based on the weighted-average temperatures for three major load centers: Portland, Seattle, and Spokane. The weighted-average temperatures for these load centers will be determined as follows:

- (1) Each city's daily maximum and daily minimum temperature will be averaged;
- (2) The resulting day-average temperature from each city will be weighted by applying load center percentage weightings, which will be determined by ~~Power Services~~BPA and will sum to 100 percent for the three cities; and
- (3) The resulting weighted day-average temperatures for each city will then be combined to determine each day's weighted-average load center temperature.

The daily weighted-average load center temperatures will be averaged for each consecutive 3-day period for the January ~~2025~~ through September ~~2010~~2025 period. The lowest such average will establish the coldest 3-day period, and the highest such average will establish the hottest 3-day period.

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The Simulated Operating Scenarios will be developed using actual stream flows (including calculated Incremental Side Flows), operating constraints, and initial Simulator Project forebay elevations from the 3-day test periods as input parameters. Each Simulator Project's hourly generation request will be set equal to such Simulator Project's actual generation value from the representative test periods. ~~Power ServicesBPA~~ will compare each of the Simulator Project's simulated hourly generation values to such Simulator Project's actual hourly generation values for each of the 6 peak hours on any of the test days. The 6 peak hours shall be established as the 6 hours with the largest combined actual Simulator Project generation each day. The peaking test will be deemed to have failed if either of the following occurs:

- (1) The Simulator Projects' combined simulated generation value deviates from the Simulator Projects' combined actual generation value by more than 200 aMW over the 6 peak hours on any of the test days; or
- (2) The Simulator Projects' combined simulated generation value deviates from the Simulator Projects' combined actual generation value by more than 400 MW on any of the 6 peak hours on any of the test days.

3.5.32.4 Ramp Down Test

Using actual stream flows (including calculated Incremental Side Flows), operating constraints, initial Simulator Project forebay elevations, and Simulator Project generation values from the dates specified below as input parameters, ~~Power ServicesBPA~~ shall develop a separate Simulated Operating Scenario for each specified date. ~~Power ServicesBPA~~ shall ~~compute~~calculate the difference between the simulated Grand Coulee generation change and the actual Grand Coulee generation change for each two consecutive hours between Scheduling Hour 20 and Scheduling Hour 02 for each study day. The ramp down test will be deemed to have failed if one or more of the following occurs:

- (1) The difference between the simulated and actual Grand Coulee generation change is greater than 300 MW on any two consecutive hours between Scheduling Hour 20 and Scheduling Hour 02, on any ramp down test date~~s~~.
- (2) The average difference between the simulated and actual Grand Coulee generation change is greater than

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100 MW for each two consecutive hours between
Scheduling Hour 20 and Scheduling Hour 02 on any
ramp down test date.

~~(3) The ramp down test dates will be:
January 7-8 (Th-F) and 16-17 (Sa-Su), 2010;
February 4-5 (Th-F) and 24-25 (W-Th), 2010;
March 10-11 (W-Th) and 22-23 (M-Tu), 2010;
April 2-3 (F-Sa) and 19-20 (M-Tu), 2010;
May 6-7 (Th-F) and 27-28 (Th-F), 2010;
June 9-10 (W-Th) and 21-22 (M-Tu), 2010;
July 1-2 (Th-F) and 30-31 (F-Sa), 2010;
August 12-13 (Th-F) and 20-21 (F-Sa), 2010;
September 6-7 (M-Tu) and 16-17 (Th-F), 2010.~~

~~3.5.3(3)~~ BPA shall determine the ramp down test dates
and provide such dates to «Customer Name» no later
than October 31, 2027.

3.5.2.5 **Changes to Simulator Performance Test Criteria**

If the Simulator Performance Test fails, and after ~~Power
Services~~BPA discusses the results of the test with «Customer
Name», and the Parties agree the test criteria is
unreasonable, inappropriate, or unattainable, then the
Parties may mutually agree to either deem the Simulator
Performance Test as having passed, or alter the test criteria
prior to conducting subsequent Simulator Performance Tests.

3.5.43 **Simulator Accuracy**

«Customer Name» and ~~Power Services~~BPA acknowledge that model
errors are inevitable. No cumulative accounting of model error
impacts shall be required or established.

3.5.~~43~~.1 To minimize such errors ~~Power Services~~BPA shall ensure
Simulator Parameters established for the Simulator
reasonably reflect the expected values for forecasted inflows
and Operating Constraints and that the Simulator
reasonably represents the operational attributes of the
Simulator Projects. ~~Power Services~~BPA shall develop a
process to account and correct for differences between
forecasted and measured inflows and H/~~K~~ values reflected
in the Simulator in an effort to minimize cumulative
deviations. «Customer Name» shall accept such inputs and
corrections, and shall ensure that Customer Inputs
established for the Simulator reasonably reflect «Customer
Name»'s intended use of hourly scheduling flexibility within
the established Delivery Limits.

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3.5.43.2 As an ongoing check of the Simulator's accuracy, ~~Power Services~~BPA shall run a retrospective Simulator Performance Test, as described in section 3.5.32 of this exhibit, ~~each calendar year during after major changes to the term of this Agreement, beginning with calendar year 2012.~~Simulator have occurred, at BPA discretion. The Simulator accuracy criteria for each Simulator Performance Test shall be set equal to actual Simulator accuracy associated with the preceding Simulator Performance Test results, unless the Parties agree otherwise through the SIGSOF process. ~~The specific study dates for each Simulator Performance Test shall be as agreed by the Parties.~~ The test criteria for each Simulator Performance Test may be modified as agreed by the Parties. ~~The through the SOF process pursuant to section 5 in the body of this Agreement. BPA shall provide the results of each such test shall be made available to «Customer Name» by November 15 of each calendar year. The frequency of such tests may be modified by agreement of the Parties through the SIG process within a reasonable timeframe.~~

3.5.43.3 If any ~~annual~~ Simulator Performance Test results are not within the accuracy criteria established pursuant to section 3.5.43.2 of this exhibit, ~~Power Services~~BPA, in consultation with «Customer Name» and other members of the SIGSOF, shall make a plan to promptly implement modifications ~~needed~~necessary to bring the Simulator output in compliance with such accuracy criteria pursuant to section 5.12 of this Agreement.

3.5.54 Documentation of Simulator Updates, Upgrades, or Replacements and «Customer Name's» Required Actions

At least 30 days prior to ~~Power Services~~BPA implementing any major updates, upgrades, or replacements to the Simulator, the Simulator specifications manual described in section 3.5.1 of this exhibit shall be revised by ~~Power Services~~BPA, with «Customer Name's» input, and distributed to «Customer Name's» SIGSOF representative. Within such 30 day period «Customer Name» shall test its systems and provide sufficient training to its staff to allow it to prudently manage the changes resulting from the updates, upgrades, or replacements.

3.6 Forecasted H/~~K~~, Corrected H/~~K~~, Bypass Spill, and Fish Spill

3.6.1 ~~Power Services~~The POCSA shall ~~compute~~automatically calculate forecasted ~~h~~H/~~k~~ values for each Simulator Project for use as ~~h~~H/~~k~~ Simulator Parameters. Forecasted ~~h~~H/~~k~~ values shall be

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~~computed~~calculated using observed turbine discharge and gross generation amounts associated with the most recent contiguous periods that include hours ending 2300 through 0600 and hours ending 0700 through 2200, separately. The forecast ~~h~~H/k values shall be applied to all hours of each future, like, contiguous period within the Simulator Modeling Period. Such applied forecasted ~~h~~H/k values shall be adjusted for each ~~hour~~Scheduling Hour based upon the ratio of «Customer Name»'s hourly simulated head associated with the prior ~~hour~~Scheduling Hour and the observed head associated with the applicable observed contiguous period.

3.6.2 ~~Power Services~~The POCSA shall ~~compute~~automatically calculate observed hourly ~~h~~H/k values for each Simulator Project for use in deviation accounting. Observed hourly ~~h~~H/k values shall be based on observed turbine discharge and gross generation amounts for each hour and shall be adjusted based upon the ratio of «Customer Name»'s simulated head and the observed head for each hour. Observed hourly ~~h~~H/k values shall be applied to «Customer Name»'s final simulated turbine discharge values associated with the same hour to determine corrected SOES amounts and ~~h~~H/k correction return amounts («Customer Name»'s Slice Percentage of the corrected SOES minus «Customer Name»'s Slice Percentage of the final SOES). The sum of «Customer Name»'s ~~h~~H/k correction return amounts for each hour shall be applied to «Customer Name»'s ~~Delivery Request~~SOER for the Scheduling Hour that occurs 168~~_~~ hours after the applicable observed hour.

3.6.3 ~~Power Services~~The POCSA shall ~~automatically~~ apply forecasted Bypass Spill amounts to «Customer Name»'s simulations for the entire Simulation Modeling Period. ~~Power Services~~The POCSA shall ~~compute~~calculate hourly observed Bypass Spill amounts as soon as practicable following each hour. Such hourly observed Bypass Spill amounts shall replace the forecasted Bypass Spill amounts for the Scheduling Hour that occurs 24~~_~~ hours after the applicable observed hour.

~~3.6.4 Power Services shall monitor for differences between forecasted and observed Fish Spill amounts. Power Services shall apply adjustments to «Customer Name»'s deviation account balance for differences between forecasted and observed Fish Spill amounts which equal or exceed 5% of the day average observed Fish Spill amounts, as measured in kcf.~~

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3.7 Calculation and Application of the Hydraulic Link Adjustment

- 3.7.1 «Customer Name»'s Hydraulic Link Adjustment values shall be determined for each hour of this Agreement, beginning October 1, ~~2011~~2028.
- 3.7.2 «Customer Name»'s Hydraulic Link Adjustment values shall be equal to «Customer Name»'s Chief Joseph simulated discharge for each hour, minus the Chief Joseph measured discharge for the same hour.
- 3.7.3 «Customer Name»'s Hydraulic Link Adjustment values shall be applied as a component of «Customer Name»'s simulated inflow to McNary after considering appropriate lag times and smoothing functions.

4. BALANCE OF SYSTEM (BOS) MODULE

The BOS Module ~~will include processes that compute~~calculates: (1) the BOS Base amounts, (2) the BOS Flex amounts, and (3) «Customer Name»'s BOS Deviation Return amounts, ~~and (4) «Customer Name»'s Additional Energy amounts~~, all as specified below.

4.1 BOS Base Amount

Consistent with the following provisions, the BOS Base amount shall be determined by Power Services and provided to «Customer Name».

- 4.1.1 The BOS Base amount, for each ~~hour~~Scheduling Hour, shall be equal to the sum of: (1) ~~Power Services BPA's~~ latest planned or scheduled generation amounts associated with the BOS Complex projects, (2) the amount of Elective Spill ~~Power Services BPA~~ implements on the BOS Complex projects, (3) the amount of ~~RHWMCHWM Modeled~~ Augmentation, ~~as described in Exhibit L~~, and (4) the forecast amount of energy associated with ~~Tier 1 Designated~~ System Obligations. ~~Tier 1 System Obligations will be netted against or added to the BOS Complex generation as appropriate.~~ Energy associated with ~~RHWMCHWM Modeled~~ Augmentation included in the BOS Base amount shall be applied in equal amounts each hour of each ~~FY~~Fiscal Year.
- 4.1.2 «Customer Name»'s hourly BOS Base schedules shall be equal to the hourly BOS Base amounts multiplied by «Customer Name»'s Slice Percentage.
- 4.1.3 ~~Power Services BPA~~ shall have the right to revise BOS Base amounts to reflect changes in items listed in section ~~4.1.1(1) – (4)~~ affecting each Scheduling Hour up to 75 minutes prior to the ~~beginning~~Customer Inputs submission deadline in section 4.1 of ~~each such Scheduling hour~~. ~~For example, Power Services shall have the right to revise BOS~~

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~~Base amounts affecting Scheduling Hour 13 up until
10:45 a.m. Exhibit F.~~

4.2 BOS Flex Amount

Consistent with the following provisions, the BOS Flex amount shall be determined by ~~Power Services~~BPA and made available to «Customer Name» on an as-available basis.

4.2.1 The BOS Module will: (1) determine if there is sufficient flexibility to reshape the hourly generation associated with the Lower Snake Complex that is included in the BOS Base amount, and if so, (2) provide as output the resulting amount by which the BOS Base amount can be increased or decreased on any given hour. The BOS Module will specify the BOS Flex amounts that are available for the current calendar day and the subsequent calendar day.

4.2.2 Such BOS Flex amounts shall reflect, in the judgment of ~~Power Services~~BPA, the amount by which the BOS Base amount can reasonably be reshaped using the ~~within-day~~ flexibility available in the Lower Snake Complex, taking into account the Operating Constraints and stream flow conditions.

4.2.3 «Customer Name» shall determine its planned hourly use of the BOS Flex and submit to ~~Power Services~~BPA, positive and negative hourly BOS Flex schedules that sum to zero for each day. A positive hourly BOS Flex schedule shall reflect an increase relative to the BOS Base amount and a negative hourly BOS Flex schedule shall reflect a decrease relative to the BOS Base amount.

4.2.4 «Customer Name» shall update its hourly BOS Flex schedules to comply with revised BOS Flex amounts. ~~If a mid-day change to the BOS Flex amounts prohibits «Customer Name» from scheduling its net day total BOS Flex energy to equal zero, then «Customer Name» shall adjust its BOS Flex schedules to bring its net day total BOS Flex schedule as close to zero as possible within the revised BOS Flex amounts. Any non-zero BOS Flex balance remaining at the end of a calendar day shall be applied as «Customer Name»'s beginning BOS Flex balance for the following calendar day.~~

4.2.5 The BOS Flex available to «Customer Name» shall be equal to the BOS Flex amounts determined pursuant to this section 4.2 multiplied by «Customer Name»'s Slice Percentage.

4.2.6 If «Customer Name» determines it has a significant risk of not meeting its firm load service at any time, ~~then «Customer Name» may request that Power Services, as time permits and based on its professional judgment,~~BPA assess the ability to modify the

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established BOS Flex amounts within applicable Operating Constraints. ~~If Power Services~~ If BPA, as time permits and in its sole discretion, alters such BOS Flex amounts, then such updated values shall apply to all Slice Customers. «Customer Name» acknowledges that such assessment by ~~Power Services~~ BPA may result in an increase, decrease or no change to any of the remaining hourly BOS Flex amounts.

4.2.7 ~~Power Services~~ BPA shall have the right to revise BOS Flex amounts to reflect changes in items listed in ~~section sections~~ 4.2.1(1) ~~—(2)—~~ and ~~section~~ 4.2.1(2) and section 4.2.6 affecting each Scheduling Hour up to 75 minutes prior to the beginning of each such Scheduling hour. For example, Power Services shall have the right to revise BOS Flex amounts affecting Scheduling Hour 13 up until 10:45 a.m. Customer Inputs submission deadline in section 4.1 of Exhibit F.

4.3 BOS Deviation Return Amounts

The BOS Module will ~~compute~~ calculate and establish «Customer Name»'s BOS Deviation Return amounts as established in section 4.2.1 of Exhibit ~~NM~~.

~~4.4 Additional Energy Amounts~~

~~The BOS Module will compute and establish «Customer Name»'s Additional Energy schedules pursuant to section 5.8 of the body of this Agreement.~~

4.51 Total BOS Amounts

«Customer Name»'s total BOS amount shall be equal to the sum the following components:

- (1) the BOS Base schedule as established pursuant to section 4.1 of this exhibit;
- (2) the BOS Flex schedule as established pursuant to section 4.2 of this exhibit; and
- (3) the BOS Deviation Return amount described in section 4.3 of this exhibit; and

~~(4) the Additional Energy amount described in section 4.4 of this exhibit.~~

5. DEFAULT USER INTERFACE

~~Power Services~~

5.1 BPA shall ~~develop and~~ maintain a Default User Interface (DUI) for «Customer Name»'s use in interacting with, to access the ~~Slice Computer Application~~ POCSA. «Customer Name» may utilize the DUI as its primary interface for the POCSA or may use an alternate interface, provided that such alternate interface shall be reviewed and approved by BPA prior to usage. Any alternative interface shall be compliant with BPA's system

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standards and cyber security requirements as determined by BPA. «Customer Name» shall provide BPA all information, data, and documentation that BPA determines to be necessary for testing and validation of the alternative interface, including but not limited to cyber security requirements. BPA does not guarantee that an alternative interface will be compatible with BPA's systems and requirements, nor does it develop in-house guarantee that it will be approved for use by «Customer Name». If «Customer Name»'s primary interface is not the DUI, then «Customer Name» shall maintain back-up functionality through, and staff capability to operate, the DUI in the event «Customer Name»'s in-house alternate interface is unavailable. The DUI shall include the functional capabilities listed below:

- (1) Provide «Customer Name» access to the Simulator for submittal of Customer Inputs and to run Simulated Operating Scenarios.
- (2) Provide «Customer Name» feedback and reports from the Simulator and BOS Module as set forth in sections 3.4 and 4.2.1 of this exhibit.
- (3) Provide «Customer Name» input/output displays related to the Simulator and BOS Module.

5.2 Customer Unable to Utilize DUI

If, as of the POCSA Deployment Date, «Customer Name» is not functionally ready to access and utilize the DUI, then beginning on the POCSA Deployment Date and continuing until 30 calendar days after «Customer Name» provides BPA with written notice that it is functionally ready to utilize the DUI, then BPA shall use the POCSA to determine «Customer Name»'s hourly SOERs in accordance with the following procedures:

5.2.1 BPA Actions - Customer Inputs

- (1) BPA shall set «Customer Name»'s Customer Inputs (generation requests) for Grand Coulee and Chief Joseph equal to Power Services' planned Grand Coulee and Chief Joseph's respective generation.
- (2) BPA shall set «Customer Name»'s Customer Inputs (elevation requests) for the LCOL Complex projects such that those projects pass inflow on an hourly basis.
- (3) BPA shall set «Customer Name»'s hourly BOS amount equal to «Customer Name»'s Slice Percentage multiplied by the BOS Base amount (no BOS Flex allowed).
- (4) BPA shall communicate «Customer Name»'s SOERs to «Customer Name» via a mutually agreed upon delivery method as determined by the Parties.

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5.2.2 BPA shall revise «Customer Name»'s Customer Inputs applying the same criteria in section 5.2.1 of this exhibit. BPA shall provide «Customer Name» its revised SOERs, as needed to reflect BPA's latest estimated generation, inflow and BOS Base values no later than one hour prior to the Customer Input submission deadline in section 4 of Exhibit F.

5.2.3 Submission of Electronic Tags

«Customer Name» shall submit electronic tags to Power Services on day ahead timeframe, pursuant to Exhibit F, which shall indicate energy amounts equal to «Customer Name»'s hourly SOERs established under this section 5.2

(1) If energy amounts indicated on «Customer Name»'s electronic tags are greater than its hourly SOERs, then «Customer Name» shall receive the electronic tag amounts and shall incur additional charges or penalty charges as established in the Wholesale Power Rate Schedules and GRSPs, including the Unauthorized Increase Charge, or its successor, for the energy that is in excess of the Slice Output Energy amount.

(2) If energy amounts indicated on «Customer Name»'s electronic tags are less than its hourly SOERs, then «Customer Name» shall receive the electronic tag amounts and shall forfeit the remaining Slice Output Energy amount.

5.2.4 Delivery Limit Penalties

Except as described in section 5.2.3, Delivery Limit penalties established in Exhibit M shall not be assessed for the first 90 days that the circumstances described in this section 5.2 are in effect.

6. SCAPOCSA REPORTS

6.1 As soon as practicable, but no later than 30 minutes past the end of each Scheduling Hour, the SCAPOCSA shall provide «Customer Name» a detailed automated report that specifies: (1) «Customer Name»'s hourly Storage Offset Adjustment (SOA) amounts as defined in section 2.2 of Exhibit N M, and as specified in section 4 of Exhibit NM, and (2) the after-the-fact project Simulator Project data associated with the determination of such used to calculated hourly SOA amounts. The POCSA shall apply the SOA amounts to each Simulator Project 48 hours after the difference in streamflows occurred.

6.2 Power ServicesThe POCSA shall make available to provide «Customer Name» via the Slice Computer Application, a report which shall present that specifies all changes to Simulator Parameters that have been made by Power

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~~Services~~BPA between a user specified start date/time and end date/time.
~~Power Services~~The report shall include brief, concise explanatory statements coincidental with significant Simulator Parameter changes.

- 6.3 ~~Power Services~~The POCSA shall ~~make available to provide~~ «Customer Name» ~~via the Slice Computer Application»~~ a report ~~which shall present that~~ specifies all Prudent Operating Decisions implemented by ~~Power Services~~BPA in the Simulator, between a user-specified start date/time and end date/time. The report shall include the reason for imposing the Prudent Operating Decision and the manner in which ~~Power Services~~BPA incorporated the Prudent Operating Decision into the Simulator Parameters.

~~7. HOURLY DELIVERY REQUEST~~

~~7. SOER FOR EACH SCHEDULING HOUR~~

«Customer Name»'s ~~hourly Delivery Request~~ for ~~Slice Output Energy associated with any given~~SOER in each Scheduling Hour shall be equal to the sum of the following components, rounded to a whole number:

- (1) the sum of «Customer Name»'s final Simulated Output Energy Schedules established per section 3.3.7 of this exhibit for each of the Simulator Projects multiplied by «Customer Name»'s Slice Percentage;
- (2) «Customer Name»'s total BOS amount, established pursuant to section 4.5.4 of this exhibit;
- (3) «Customer Name»'s reduction penalty amount established per section 5.1.4 of Exhibit ~~N.M.~~, multiplied by -1; and
- (4) «Customer Name»'s H/~~K~~ correction return established per section 3.6.2 of this exhibit.

~~Any revision to «Customer Name»'s SOER shall revise its hourly Delivery Requests for Slice Output Energy consistent with~~ conform to the requirements of section 3.4 of Exhibit ~~F.~~ and the scheduling deadline in section 4.1 of Exhibit F.

8. ~~SCAPOCSA TEST VERSIONS AND TRIAL PERIODS~~

8.1 BPA shall facilitate at least four week-long ~~SCAPOCSA~~ trial periods. During these trial periods, BPA shall maintain ~~and provide «Customer Name» with access to a single~~ test version of the ~~SCAPOCSA~~ in a form as near to production status as possible, including the functionality for «Customer Name» to submit Customer Inputs and run the Simulator to produce Simulated Operating Scenarios and final Simulated Operating Scenarios through the DUI and through the secure network protocols, and to receive results from the submittal processes.

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8.2 In this test version of the POCSA «Customer Name» shall have the ability to modify Simulator Parameters. The test version of the POCSA availability shall be no less than 90% uptime. The test version of the POCSA shall use production data from the most recent two-year period.

8.3 The selection of specific weeks for such trial periods will be coordinated through the ~~SIGSOF~~, but shall begin no earlier than April 1, ~~2014~~2027 and shall end no later than 14 days prior to the ~~SCA Implementation Date~~.date when the POCSA is revised with the day-ahead functionality on October 1, 2028. Results and feedback of the trial periods will be reported to the ~~SIGSOF~~ at which time any suggestions for improving the SCA, the Simulator, or the processes necessary to support and maintain the ~~SCAPOCSA~~ will be discussed and considered by the Parties.

9. REVISIONS

Revisions

9.1 BPA may unilaterally revise the deadline for BPA to update Simulator Parameters in section 3.2.1 of this exhibit as necessary to comply with BPA's obligations as stated in the Western Power Pool Western Resource Adequacy Program tariff, or its successor. BPA shall provide «Customer Name» notice of the revised deadline in section 3.2.1 at least 60 days prior to the effective date of such revision.

9.2 BPA may unilaterally revise Forecasted H/k, Corrected H/k, Bypass Spill, and Fish Spill in section 3.6.1 of this exhibit if such changes are approved by the SOF pursuant to section 5.12 of the body of this Agreement. BPA shall provide «Customer Name» notice of such revision at least 30 days prior to the effective date of such revision.

9.3 All other revisions to this Exhibit ~~ML~~ shall be by mutual agreement of the Parties.

(PS«X/LOC»- «File Name with Path».docx) «mm/dd/yy» {Drafter's Note: Insert date of finalized contract here}

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Exhibit ~~M~~

SLICE ~~IMPLEMENTATION~~OPERATING PROCEDURES

Commented [RMM115]: Exhibit “N” will be shared at workshop in November. However, BPA has updated the exhibit letter to Exhibit M.

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1. SLICE ~~IMPLEMENTATION~~OPERATING PROCEDURES – GENERAL DESCRIPTION

The procedures established in this Exhibit ~~NM~~ shall be used by BPA and «Customer Name» in conjunction with Exhibit ~~ML~~ to implement deliveries of ~~energy~~Slice Output Energy sold to «Customer Name» under the Slice Product.

~~In the event Exhibit O is implemented pursuant to section 5.10.3.2 of the body of this Agreement and provisions of this Exhibit N are in conflict with provisions of Exhibit O, provisions of Exhibit O shall prevail.~~

2. DEFINITIONS

The following definitions apply only to this Exhibit ~~NM~~.

2.1 “Multiyear Hydroregulation Study” means a hydroregulation study that simulates the prospective monthly operation of the Tier 1 System, typically for a 12-month period, given a range of stream flow sequences.

2.2 “Storage Offset Adjustment” or “SOA” means the hourly difference between forecasted and observed inflows for each Simulator Project, ~~as more fully set forth in section~~ that are to be applied 48 hours after its calculation, pursuant to section 4 of this exhibit.

3. DATA PROVIDED BY POWER SERVICES

In addition to information exchanged and provided through provisions of Exhibit ~~ML~~, and ~~in order~~ to assist «Customer Name» in managing and planning the use of its Slice Output, ~~Power Services~~BPA shall provide «Customer Name» the following information.

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3.1 Tier 1 System operational information ~~as described in pursuant to~~ sections 7, 8 and 9 of this exhibit.

3.2 «Customer Name»'s SOA amounts and BOS ~~deviation account~~ Deviation Account balance ~~as described in pursuant to~~ section 4 of this exhibit.

4. STORAGE OFFSET ADJUSTMENT AND DEVIATION ACCOUNTING
As described below, ~~Power Services, BPA~~ shall ~~determine~~ calculate and ~~make~~ ~~available~~ apply to «Customer Name»'s ~~Provider of Choice Slice Application (POCSA)~~ a separate Storage Offset Adjustment (SOA) for each Simulator Project that represents simulated water deviation accounting. ~~Power Services 48 hours after the difference in inflow occurred. BPA~~ shall also ~~determine~~ calculate and ~~make~~ ~~available~~ apply to «Customer Name» a BOS ~~deviation account~~ Deviation Account balance that represents energy deviation accounting.

4.1 «Customer Name»'s ~~Storage Offset Adjustments~~ SOAs shall be established for each Simulator Project each ~~hour~~ Scheduling Hour and shall account for the differences between forecasted and observed stream flow values. SOAs shall be ~~stated in terms of thousands of second foot hours (ksfh), and shall be~~ applied as adjustments to «Customer Name»'s associated Simulator Project inflows ~~on the third hour following~~ 48 hours after the hour for which the SOA is calculated. For example, an SOA that is calculated for Grand Coulee for ~~Scheduling Hour~~ hour 14 shall be applied to Grand Coulee's simulated inflow for Scheduling Hour ~~17 of the same day~~ 14 two calendar days later.

4.2 ~~Beginning on October 1, 2028 and ending on «Customer Name»'s Slice Product End Date.~~ «Customer Name»'s BOS Deviation Account, expressed in MWh, shall be equal to the sum of (1) ~~the cumulative difference between~~ (A) «Customer Name»'s BOS Base amount for each Scheduling Hour and ~~the product of the~~ (B) Actual BOS Generation ~~and multiplied by «Customer Name»'s Slice Percentage for each such hour,~~ (2) ~~the mathematical remainder resulting from rounding «Customer Name»'s hourly~~ Delivery Requests ~~Slice Output Energy Request (SOER) to whole numbers, and~~ (3) ~~miscellaneous deviation adjustments, such as those related to fish spill discrepancies.~~ «Customer Name»'s BOS Deviation Account balance shall be adjusted based on the following procedures:

4.2.1 ~~Any time~~ Beginning on October 1, 2028 and ending on «Customer Name»'s Slice Product End Date, when the absolute value of «Customer Name»'s BOS Deviation Account balance, as of 2400 ~~hours~~ Pacific Prevailing Time on any calendar day, is greater than «Customer Name»'s Slice Percentage ~~of 4800 multiplied by 2400 MWh~~ (Slice Percentage * ~~4800~~ 2400 MWh), a BOS Deviation Return will be triggered ~~24 hours later for the next available scheduling day starting at HE 01 Pacific Prevailing Time.~~ When a BOS Deviation Return is triggered, the following shall occur:

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- (1) «Customer Name»'s BOS Deviation Account balance shall be adjusted toward zero by an amount equal to «Customer Name»'s Slice Percentage ~~of multiplied by~~ 2400 MWh (Slice Percentage * 2400 MWh); and
- (2) BOS Deviation Return amounts shall be applied to «Customer Name»'s total BOS amount, as described in ~~Section section~~ 4.5 of Exhibit ~~ML~~, for each hour of the ~~following full calendar day-next Slice Operating Day that «Customer Name» is preparing Customer Inputs for submission.~~ For example, if «Customer Name»'s BOS Deviation Account balance associated with 2400 hours on a Monday, as determined the following Tuesday, triggers a BOS Deviation Return, then «Customer Name»'s total BOS amounts for the following Wednesday shall include BOS Deviation Return amounts. BOS Deviation Return amounts shall be rounded to the nearest tenth of a megawatt. BOS Deviation Return amounts shall be applied in equal amounts for each hour of the associated calendar day. Such BOS Deviation Return amounts shall be applied as positive or negative values in accordance with the sign of «Customer Name»'s BOS Deviation Balance that triggers the associated BOS Deviation Return.

~~4.2.2 On or before the 15th day of each month Power Services shall determine and provide to «Customer Name» the results of an Actual BOS Generation calculation for the previous month that incorporates updated actual project generation and Tier 1 System Obligation values for each hour of such month. Based on the monthly Actual BOS Generation calculation for each hour, Power Services shall determine a monthly BOS deviation, expressed in MWh, compared to the hourly BOS Base amounts. On the 20th day of each month Power Services shall adjust~~4.2.2 Each calendar day the POCSA shall calculate the hourly deviation of observed and forecast BOS between hour ending 2300 of the previous day and hour ending 2200 Pacific Prevailing Time of the current day as well as any observed value that has changed in the previous 45 calendar days. The POCSA will apply this BOS deviation, expressed in MWh, to «Customer Name»'s BOS Deviation Account balance by an amount equal to «Customer Name»'s Slice Percentage multiplied by the monthly BOS deviation calculated for such previous month each 45-day period.

- 4.3 «Customer Name» shall make all reasonable efforts to adjust its Simulated Operating ~~Scenarios such that their~~Scenario to make its simulated forebay elevations ~~are~~ equal to Power Services forecasted forebay elevations ~~for 2400 hours PPT on September 30, 2028, or the date of conversion to another power product under section 11 of this Agreement, or the date of termination~~

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~~of this Agreement, whichever occurs earlier. For purposes of this section, such date shall be referred to as the~~ «Customer Name»'s Slice Product End Date. Any differences between «Customer Name»'s simulated project forebays and the measured project forebays as of the Slice Product End Date shall be converted to energy amounts by multiplying such differences (simulated minus actual) by the associated federal downstream H/~~Ks~~. The resulting energy amounts shall be summed with «Customer Name»'s BOS Deviation Account balance as of one month after the Slice Product End Date. The resulting amount of energy, expressed in MWh, if positive, shall be delivered by Power Services to «Customer Name», or if negative, delivered by «Customer Name» to Power Services, within the next 60 days after ~~the~~«Customer Name Slice Product End Date.

5. OPERATING CONSTRAINT VIOLATIONS AND BOS FLEX VALIDATIONS

5.1 Operating Constraint Violations

The Simulator is designed such that «Customer Name»'s Simulated Operating Scenario maintains compliance with all Hard and Absolute Operating Constraints, ~~whenever possible, that BPA can accurately model in the POCSA. BPA shall notify Slice Customers of any Hard or Absolute Operating Constraints that cannot be accurately modeled in the POCSA.~~ «Customer Name» shall comply with such constraints in its Simulated Operating Scenario. However, ~~Power Services~~BPA and «Customer Name» recognize there may be occasions where one or more Hard or Absolute Operating Constraints are violated within a Simulated Operating Scenario. In the event the Customer Inputs submitted by «Customer Name» result in the violation of one or more Hard or Absolute Operating Constraints in a final Simulated Operating Scenario, as established per section 3.3.7 of Exhibit ~~M, Power Services~~L, BPA shall establish operating guidelines based upon its determination of how ~~Power Services~~BPA would operate the system under similar conditions, such as operating to a minimum flow constraint, that «Customer Name» shall follow until such time as «Customer Name»'s final Simulated Operating Scenario is in compliance with all Operating Constraints. ~~Power Services~~BPA may also, upon its determination that «Customer Name» could have reasonably avoided such Operating Constraint violation, apply a penalty pursuant to section 5.1.4 of this exhibit for as long as such Hard or Absolute Operating Constraint is violated based upon «Customer Name»'s final Simulated Operating Scenarios.

5.1.1 «Customer Name» shall be responsible for monitoring and anticipating potential Operating Constraint violations on a prospective basis and adjusting Customer Inputs as needed to maintain compliance.

5.1.2 Hourly Operating Constraint validations and violations associated with the Simulator Projects shall be based on Customer Inputs established by «Customer Name» in the SCA and submitted to ~~Power Services within the Power Services real time scheduling~~BPA no later

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than the Customer Inputs submission deadline pursuant to section 4.1 of Exhibit F.

- 5.1.3 Grand Coulee's Project Storage Bound (PSB) validations and «Customer Name»'s actions for associated violations shall be determined pursuant to section 6 of this exhibit.

- 5.1.4 ~~Pursuant to the terms set forth in section 5 above, but not prior to February 1, 2012, Power Services~~BPA shall have the right to reduce «Customer Name»'s ~~Delivery Request~~SOER by up to 100% of «Customer Name»'s total Simulated Output Energy Schedule for the Lower Columbia (LCOL) Complex for lower Columbia Simulator Project violations, or the Coulee-Chief Complex for Grand Coulee or Chief Joseph Simulator Project violations, on any ~~given hour~~Scheduling Hour, taking into account the extent to which BPA determines it would face consequences under similar conditions, subject to the following provisions:

- 5.1.4.1 Only for ~~hour~~each Scheduling Hour in which «Customer Name»'s final Simulated Operating Scenarios are in violation of a Hard or Absolute Operating Constraint at one or more Simulator Projects, which includes instances where there is a Soft Constraint of the same value applicable to the same Simulator Project as the Hard or Absolute Operating Constraint that is violated;

- 5.1.4.2 Only to the extent ~~Power Services~~BPA notifies «Customer Name» ~~, pursuant to section 3.2.1 of Exhibit M, of the reduction at least 75 minutes prior to the Customer Input submission deadline pursuant to section 4.1, of Exhibit F for the applicable Slice. Scheduling Hour on which the reduction shall be applied~~Day, and;

- 5.1.4.3 Only to the extent «Customer Name» fails to remedy the Operating Constraint violation prior to the Customer Input submission deadline ~~established in~~pursuant to section 4.1 of Exhibit F.

5.2 BOS Flex Validations

Delivery Limit validations associated with BOS Flex amounts shall be based on «Customer Name»'s BOS Flex requests submitted to ~~Power Services~~BPA as of the BOS Flex submission deadline ~~set forth in~~pursuant to section 4.1 of Exhibit F. «Customer Name»'s BOS Flex schedules shall be limited to «Customer Name»'s Slice Percentage multiplied by such BOS Flex amounts.

6. GRAND COULEE PROJECT STORAGE BOUNDS (PSB)

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When Grand Coulee's upper or lower PSB is established as either a Soft or Hard Operating Constraint, «Customer Name»'s simulated Grand Coulee forebay elevation shall be validated against such Grand Coulee's PSB at least once each day, pursuant to section 3.3.8 of Exhibit M. When Grand Coulee's upper or lower PSB is established as an Absolute Operating Constraint, «Customer Name»'s simulated Grand Coulee forebay elevation shall be validated against such Grand Coulee's PSB on all hours of in each Shour in each day.

6.1 Determination of Grand Coulee PSB

Power Services shall estimate the upper and lower Grand Coulee PSB associated with each day the end of month requirement, and/or within month requirement, of the following 3three months as part of each 3-month forecast submitted pursuant to section 8 of this exhibit, and shall update such Grand Coulee PSB as conditions change and as needed to reflect updated Operating Constraints. To determine Grand Coulee's PSBs, Power Services shall calculate the Storage Content associated with the Grand Coulee upper and lower ORCs as established by Operating Constraints in effect. Power Services shall apply a Storage Content difference between the upper and lower Grand Coulee PSB equivalent to at least ½-foot at all times except when Grand Coulee is required to fill to 1290.0 feet for verification of refill, or another specific elevation. Power Services may specify other conditions under which this ½-foot difference does not apply.

6.2 Application of the Grand Coulee PSB

Power Services shall designate each Grand Coulee PSB that does not represent an Absolute Operating Constraint as either a Hard Operating Constraint or a Soft Operating Constraint. Unless designated otherwise by Power Services, Grand Coulee PSB associated with date-specific required forebay elevations shall be designated as Hard Operating Constraints and Grand Coulee PSB associated with interpolated points in effect on days between such date-specific required forebay elevations shall be designated as Soft Operating Constraints. «Customer Name» shall maintain its simulated Grand Coulee forebay elevation within the upper and lower Grand Coulee PSB that are designated as Hard Operating Constraints, or be subject to penalties as established in pursuant to section 5.1.4 of this exhibit. «Customer Name»'s simulated Grand Coulee forebay may exceed the upper or lower Grand Coulee PSB designated as Soft Operating Constraints without penalties. However, «Customer Name» recognizes that simulating Grand Coulee's forebay outside of the upper or lower Grand Coulee PSB designated as Soft Operating Constraints increases «Customer Name»'s risk of violating the Grand Coulee PSB designated as Hard Operating Constraints and incurring the associated penalties.

~~6.3 Grand Coulee PSB Violations and «Customer Name»'s Actions~~ ~~«Customer Name» shall be responsible for monitoring its Simulated Operating Scenarios and any Grand Coulee PSB violations.~~

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~~6.3.1 If «Customer Name»'s simulated Grand Coulee forebay elevation violates the upper Grand Coulee PSB on a day in which the upper Grand Coulee PSB is designated as a Hard Operating Constraint, the following shall apply.~~

~~6.3.1.1 «Customer Name» shall immediately modify and submit to Power Services its Customer Inputs associated with Grand Coulee such that Grand Coulee's simulated forebay elevation is within the upper Grand Coulee PSB. If the upper Grand Coulee PSB is not attainable, «Customer Name» shall immediately modify and submit to Power Services its Customer Inputs such that the most restrictive maximum discharge constraint in effect at the Simulator Projects is achieved in its Simulated Operating Scenario. «Customer Name» shall maintain such simulated operation until such time as «Customer Name»'s simulated Grand Coulee forebay elevation is within Grand Coulee's upper and lower PSB.~~

~~6.3.1.2 Such actions shall not relieve «Customer Name» of any penalty that may apply under section 5.1.4.~~

~~6.3.2 If «Customer Name»'s simulated Grand Coulee forebay elevation violates the lower Grand Coulee PSB on a day in which the lower Grand Coulee PSB is designated as a Hard Operating Constraint, the following shall apply.~~

~~6.3.2.1 «Customer Name» shall immediately modify and submit to Power Services its Customer Inputs associated with Grand Coulee such that Grand Coulee's simulated forebay elevation is within the lower Grand Coulee PSB. If the lower Grand Coulee PSB is not attainable, «Customer Name» shall immediately modify and submit to Power Services its Customer Inputs such that the most restrictive minimum discharge constraint in effect at the Simulator Projects is achieved in its Simulated Operating Scenario. «Customer Name» shall maintain such simulated operation until such time as «Customer Name»'s simulated Grand Coulee forebay elevation is within Grand Coulee's upper and lower PSB.~~

~~6.3.2.2 Such actions shall not relieve «Customer Name» of any penalty that may apply under section 5.1.4.~~

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7. COMMUNICATIONS

- 7.1 «Customer Name» shall be ~~solely responsible for its internal dissemination of information provided by Power Services~~ able to utilize the DUI, pursuant to section 5 of Exhibit M and this Exhibit N.
- ~~7.2 «Customer Name» shall be able to utilize the Default User Interface, as described in section 5 of Exhibit ML, to review the Simulator Parameters established by Power Services~~BPA.
- 7.3 ~~Power Services~~2 ~~BPA~~ shall make reasonable efforts to promptly notify «Customer Name» of potential and significant system ~~condition~~conditions or operational changes via e-mail, XML messaging, and/or the daily conference call ~~described in pursuant to~~ section 7.54 of this exhibit.
- 7.4 ~~Power Services~~3 ~~BPA~~ shall communicate Federal Operating Decisions and Prudent Operating Decisions to «Customer Name» in the following manner:
- 7.4.3.1 An initial listing and description of Federal Operating Decisions and Prudent Operating Decisions that affect the Simulator Projects and are in effect as of September 30, ~~2011~~2028;
- 7.4.3.2 A publication via the ~~Slice Computer Application~~POCSA as soon as practicable after BPA is informed of ~~a~~ Federal Operating ~~Decision~~Decisions, or BPA makes either ~~a~~ Federal Operating ~~Decision~~Decisions or Prudent Operating ~~Decision~~Decisions affecting the Simulator Projects; and
- 7.4.3.3 A verbal report to the attendees during the next scheduled daily conference call ~~as described in pursuant to~~ section 7.54 of this exhibit regarding Federal Operating Decisions or Prudent Operating ~~decisions~~Decisions that have a material impact on the operation of the Simulator Projects, BOS Complex, or ~~Tier 1~~Designated System Obligations.
- 7.54 Beginning September 28, ~~2011~~2028, and on each Business Day thereafter, ~~Power Services~~BPA shall initiate an informational conference call with «Customer Name» and the other Slice Customers promptly at ~~12:40 PPT~~1240 PM Pacific Prevailing Time to discuss current and upcoming operating parameters and other related matters. The time and frequency of the call may be changed upon the mutual agreement of ~~Power Services~~BPA, «Customer Name», and the other ~~SIG~~Slice Operations Forum (SOF) members. «Customer Name» shall receive notice from ~~Power Services~~BPA via e-mail at least three Business Days prior to any such change.

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~~7.6 — Subject to the provisions set forth in section 5.12 of the body of this Agreement, Power Services, «Customer Name», and other Slice Customers shall establish a forum to review and discuss Operating Constraints and their application.~~

8. 3-MONTH FORECAST OF SLICE OUTPUT

8.1 Prior to September 24, ~~2011~~2028 and prior to the 24th day of each month thereafter, ~~Power ServicesBPA~~ shall provide «Customer Name» with the results of a 3-month forecast, pursuant to section 8.2 of this exhibit. ~~Power ServicesBPA~~ shall revise such forecast during the month in the event conditions change significantly and shall make such revised forecast available to «Customer Name» in a timely manner.

8.2 ~~Power ServicesBPA~~, consistent with its internal study processes, shall perform two single-trace hydroregulation studies that incorporate the expected stream flow condition for the upcoming 3-month period in weekly time periods. One study shall operate Grand Coulee as needed to satisfy the minimum Simulator Project flow constraint ~~in order~~ to attain the highest reservoir elevations possible at Grand Coulee, limited by its upper ~~ORC~~Operating Rule Curves, and one study shall operate Grand Coulee as needed to satisfy the Simulator Project maximum flow constraint in order to attain the lowest reservoir elevations possible at Grand Coulee, limited to its lower ORC. Both studies shall reflect a pass-inflow operation at all other Simulator Projects and the expected operation at all other Tier 1 System Resources and non-federal projects that are represented in the study, such as Brownlee, ~~Kerr~~Seli's Ksanka Qlispe' Dam (SKQ), and the mid-Columbia projects. ~~Power ServicesBPA~~ shall initialize the starting reservoir Storage ~~Contents~~Content for each study equal to the Storage Contents projected to occur at midnight on the study initialization date. Based on the results of these studies, Power Services shall provide to «Customer Name» the weekly natural inflow, turbine discharge, generation, ~~Spill~~spill discharge, and ending elevation for each of the Simulator Projects, the Snake Complex projects, Libby, Hungry Horse, Dworshak, and Keenleyside (Arrow); the weekly generation forecasts for the sum of the remaining BOS projects, excluding CGS; the weekly CGS generation forecast; and the weekly forecast of the individual ~~Tier 1~~Designated System Obligations. ~~Power ServicesBPA~~ shall also provide a summary of weekly aggregated planned generator maintenance outages for all Tier 1 System Resources, expressed in total MW, as well as the estimated ~~daily~~Grand Coulee upper and lower PSB ~~associated with the end of month requirement and/or within month requirement~~ for the study period.

9. 12-MONTH FORECAST OF SLICE OUTPUT

9.1 Prior to June ~~15, 2014~~30, 2027, and prior to each June ~~15~~30 thereafter during the term of this Agreement, ~~Power Services, «Customer Name», and~~

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~~other~~BPA shall initiate a conference call with Slice ~~purchasers shall~~
~~meet~~Customers to discuss and review inputs, assumptions, and content of the
Multiyear Hydroregulation Study used to develop the 12-month forecast
~~described in~~pursuant to section 9.4 of this exhibit.

- 9.2 Prior to July ~~1, 2014~~31, 2027, and prior to each July ~~1~~31 thereafter during
the term of this Agreement, ~~Power Services~~BPA shall provide «Customer
Name» with results from the 12-month forecast, pursuant to section 9.4 of
this exhibit.
- 9.3 Prior to August ~~15, 2014~~31, 2027, and prior to each August ~~15~~31 thereafter
during the term of this Agreement, ~~Power Services~~BPA, «Customer Name»,
and other Slice ~~purchasers~~Customers shall meet to discuss the results of the
12-month forecast ~~described in~~pursuant to section 9.4 of this exhibit.
- 9.4 ~~Power Services~~BPA, consistent with its internal study processes, shall
perform a single Multiyear Hydroregulation Study for the upcoming October
through September period ~~representing~~during the term of this Agreement
that represents a range of potential stream flow traces, using the number of
traces used by ~~Power Services~~BPA for its internal study purposes. The study
shall reflect Grand Coulee operating to its ORC at times when its upper and
lower ORC are equal. At times when Grand Coulee's upper and lower ORC
are not equal, the study shall reflect Coulee operating in a manner that
achieves all Simulator Project flow constraints when possible. The study
shall represent a pass-inflow operation at all other Simulator Projects and
the expected operation at all other Tier 1 System Resources and non-federal
projects that are represented in the study, such as Brownlee, ~~Kerr~~SKQ, and
the mid-Columbia projects. ~~Power Services~~BPA shall initialize the starting
reservoir Storage Contents for this study at the Storage Contents projected to
occur at midnight on the study initialization date. Based on the results of
this study, ~~Power Services~~BPA shall provide to «Customer Name» the
monthly natural inflow, turbine discharge, generation, ~~Spill~~spill discharge,
and ending elevation for each of the Simulator Projects, the Snake Complex
projects, Libby, Hungry Horse, Dworshak, and Keenleyside (Arrow); the
monthly generation forecasts for the sum of the remaining BOS projects,
excluding CGS; the monthly CGS generation forecast; and the monthly
forecast of the individual ~~Tier 1~~Designated System Obligations. Power
Services shall also provide a summary of monthly aggregated planned
generator maintenance outages, expressed in total MW, for all Tier 1 System
Resources.

~~10. CONGESTION MANAGEMENT~~

~~If there are congestion management requirements placed on Power Services by the
Balancing Authority, Power Services shall adhere to the operational requirements of
such congestion management requirements and shall apply such operational
requirements to «Customer Name» consistent with the terms of this Agreement.~~

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~~11.9.5~~ Any updates or revisions to the Multiyear Hydroregulation Study shall be completed at BPA's sole discretion, including the decision to perform a subsequent Multiyear Hydroregulation Study to incorporate changes in operations.

10. CONFIDENTIALITY

BPA considers all prospective operational information associated with the Tier 1 System or any Tier 1 System Resource to be proprietary and business sensitive. Such information that is provided by BPA to «Customer Name» or its scheduling agent pursuant to Exhibit ~~ML~~ or this Exhibit ~~NM~~ shall be treated as confidential by «Customer Name» ~~and its scheduling agent.~~, «Customer Name» and any third parties it has designated to use the POCSA shall execute a POCSA Access and Use Agreement with BPA pursuant to section 5.10 in the body of this Agreement. «Customer Name» shall limit its use of such information to its employees ~~or agent~~ solely for the implementation of the terms of this Agreement, ~~and to no others.~~ BPA reserves the right to withhold such operational information from scheduling agents that BPA determines are significant, active participants in WECC footprint wholesale power or transmission markets and that are not ~~purchasers of the Slice Product~~Customers. If «Customer Name» enlists the services of a scheduling agent that is not a ~~purchaser of the Slice Product~~Customer, then «Customer Name» shall require its scheduling agent to develop systems or procedures that create functional separation between Slice related operational information and ~~such~~the scheduling agent's marketing functions.

~~12~~11. REVISIONS

Revisions to this Exhibit ~~NM~~ shall be by mutual agreement of the Parties.

(PS«X/LOC»- «File Name with Path».docx) «mm/dd/yy» *{Drafter's Note: Insert date of finalized contract here}*

12/20/24-POC Redlined Draft Master Template: POC 10/31 version compared to 12/19 version

Exhibit N

SLICE COMPUTER APPLICATION DEVELOPMENT SCHEDULE

1. SLICE COMPUTER APPLICATION DEVELOPMENT SCHEDULE

The Following table represents milestones and the associated dates by which BPA intends to meet those milestones during development of the Slice Computer Application.

Milestone Description	Date
Publish SCA Requirements Document	1/30/2009
Project kick-off with Slice Customers	2/3/2009
Review of SCA Requirements Document Complete	3/2/2009
Publish Simulator Requirements Document	6/1/2009
Publish BOS and Reporting module Requirements Document	8/1/2009
Publish Customer Facing Web Service Design Specification	10/1/2009
Begin Prototype Simulator Testing	4/1/2010
Publish Draft Simulator Specification	6/1/2010
"Performance Test Ready" version of Simulator Complete	8/1/2010
Performance Test Complete	10/31/2010
Publish Simulator Specification	1/15/2011
Begin Customer application integration testing with Customer facing Web Service	1/15/2011
Publish Functionality Test Procedures	4/15/2011
Functionality Test Complete	7/1/2011
Begin Customer Training and Testing of SCA	7/1/2011
SCA "Go Live"	10/1/2011

2. REVISIONS

The timelines represented in the table above are non-binding, pursuant to section 5.11 of the body of this Agreement, and are subject to change. BPA shall revise this Exhibit P as needed to reflect significant changes.

(PS«X/LOC» «File Name with Path».doex) «mm/dd/yy» {Drafter's Note: Insert date of finalized contract here}
END SLICE/BLOCK template.

Commented [RMM116]: Exhibit "P" will be shared at workshop in November. However, BPA has updated the exhibit letter to Exhibit N.