**PROVIDER OF CHOICE**

**DRAFT LOAD FOLLOWING CONTRACT TEMPLATE**

**October 31, 2024 Version**

**Reservation of Rights**

The following draft language has not been agreed to by NRU or any NRU member and is provided for discussion purposes only. The draft Provider of Choice contract red-lines, including this section, are subject to NRU’s ongoing review and recommended revision. NRU reserves the right to subsequently object to, and if necessary, reject the language below, in whole or in part, and/or propose alternative language, including the right to reject or propose alternatives to the edits proposed by NRU in this draft.

This is the draft Load Following Template. Stakeholder feedback and comments are requested.

|  |
| --- |
| **To Provide Comments:**   * Use “Review” menu to ensure Track Changes is on; provide redlined contract edits. * Add “New Comment” to use a comment box to provide suggested edits, comments, questions, or rationale for redlines. * Stakeholders can provide comments on the Master template or in the individual Load Following, Block and Slice/Block templates. * Please note the version dates of the provisions; they represent the most recent version shared at workshop. For some sections shared at workshops in late September through October 2024, BPA is still working on revisions based on comments received and will re-share those sections at a future workshop. It is not necessary to re-submit comments or edits on these sections. * Please provide review on this or associated individual templates by **Wednesday, November 27, 2024.** * Send comments to:[**post2028@bpa.gov**](mailto:post2028@bpa.gov)and copy your Power Account Executive. |

**Key:**

|  |  |
| --- | --- |
| **Style** | **Key** |
| Black non-italicized text | Draft contract language |
| ***Pink italicized text*** | 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. |
| ***Blue italicized text*** | 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. |
| ***Red italicized text*** | 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 (¶). |
| 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. |
| Yellow shaded text | Section references that will need to be double checked. BPA acknowledges that not all section references are highlighted yellow, and there are section references that are incorrect in this draft October 31 template. BPA will go through the entire contract to ensure section references are accurate. |

Contract No. «##»PS-«#####»

**DRAFT** 11/26/2024 12:43 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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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 ***(10/22/24 Version)***

*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:

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

**1. TERM** *(05/06/24 Version)*

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 ***(05/06/24 Version)***

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*

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

(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;

(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*

Until October 1, 2028, section 22, 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***(08/15/08 Version)*

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 and that the Parties agree should conform to the TRM as it may be revised. The Parties agree that if such definitions are revised pursuant to the TRM, they shall promptly amend this Agreement to incorporate such revised definitions from the TRM, to the extent they are applicable.

3. LOAD FOLLOWING POWER PURCHASE OBLIGATION

3.1 **Purchase Obligation*(10/22/24 Version)***

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 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*(10/22/24 Version)***

«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*(10/09/24 Version)***

«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 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.

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 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**

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 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.

3.4 **Shaping of Dedicated Resources*(08/15/08 Version)***

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

3.4.1 **Initial Monthly and Diurnal Resource Shapes**

The amounts for each Dedicated Resource shall be first listed in Exhibit A with one of the following shapes:

(1) Generating 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.

(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 Amounts in equal megawatt amounts for each hour in a year.

3.4.2 **Reshaping Dedicated Resources**

By each Notice Deadline «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 «Customer Name» is supporting with DFS or SCS from BPA, for the corresponding Purchase 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.

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 Dedicated Resources, then «Customer Name» shall elect both a monthly and a Diurnal shape for each Dedicated Resource that is reshaped.

3.4.3.1 **Generating Resources**

For each Generating Resource listed in section 2.1 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; (B) Resource Monthly Shape; (C) 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 Shapes: (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 Amounts**

«Customer Name» may elect to apply its Unspecified Resource Amounts, listed in section 3.1 of Exhibit A 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.

3.4.4 **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»’s Dedicated Resources listed 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 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.

3.5 **Changes to Dedicated Resources*(10/17/24 Version)***

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:

(1) 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.

3.5.2 **Specified Resources Added to Tier 1 Allowance** **Amount*(10/09/24 Version)***

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 2 of Exhibit A. 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.

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 2 of Exhibit A, and shall not exceed the lesser of 5 MW 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 A 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,
2. the Specified Resource is connected to «Customer Name»’s distribution system, regardless of voltage, and does not encumber capacity of BPA or Third-Party Transmission Provider facilities between the Specified Resource and «Customer Name» load; and,
3. the Specified Resource reduces «Customer Name»’s Total Retail Load.

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 23.2, then «Customer Name» may 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 23.6, 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 days of such notification «Customer Name» may add a Specified Resource to section 2 of Exhibit A in the amount of such decrement. If «Customer Name» does not add a Specified Resource to meet such decrement, then within 30 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 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 be subject to additional 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. If «Customer Name» elects to purchase additional power from BPA for the Annexed Load, then during that Rate Period such power purchases may be subject to additional 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 serve such load with Dedicated Resources pursuant to «Customer Name»’s elections to apply Dedicated Resources or purchase Firm Requirements Power at Tier 2 Rates as stated in Exhibit C.

3.5.8 **Resource Additions/Removals for NLSLs**

3.5.8.1 To serve 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 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 NLSL 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.

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.

3.6 **Consumer-Owned Resources*****(10/09/24 Version)***

Except for any Consumer-Owned Resources serving a Planned NLSL or NLSL, which «Customer Name» has applied to load consistent with section 23.3, «Customer Name» shall apply the output of Consumer-Owned Resources as follows:

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 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 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 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 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*(10/15/24 Version)***

If «Customer Name» is serving a Planned NLSL or an NLSL with Consumer-Owned Resource amounts pursuant to section 23.3 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 23.3 and section 1 of Exhibit D.

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*(10/09/24 Version)***

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.

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 «#» of Exhibit J, and those Specified Resources supported with RSS listed in section «#» of Exhibit J. The hourly amounts in the Submitted Schedule shall be determined in accordance with section 3.4.5.

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, «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.

4. THIS SECTION INTENTIONALLY LEFT BLANK *(10/31/24 Version)*

5. THIS SECTION INTENTIONALLY LEFT BLANK *(10/31/24 Version)*

6. PUBLIC RATE DESIGN METHODOLOGY *(10/09/24 Version)*

6.1 BPA has adopted a tiered rate construct for the term of this Agreement. BPA has established the tiered rate design in the PRDM and shall apply the PRDM in accordance with its terms, which shall govern BPA’s establishment, review and revision of all rates for power sold under this Agreement, pursuant to section 7(i) of the Northwest Power Act.

6.2 The recitation of language from the PRDM in this Agreement is not intended to incorporate such language into this Agreement. The PRDM’s language may be revised, but only in accordance with the requirements of PRDM section 9. If 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 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 9I(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, 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 «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 purposes of BPA’s conformance to this paragraph a “rate matter” shall not include budgetary and program level issues.

7. CONTRACT HIGH WATER MARKS *(09/18/24 Version)*

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.

8. APPLICABLE RATES *(09/17/24 Version)*

Purchases under this Agreement are subject to the following rate schedules, or their successors: Priority Firm Power (PF), 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. «Customer Name» may incur additional charges as provided in the Wholesale Power Rate Schedules and GRSPs, including the Unauthorized Increase Charge or its successors.

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, 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 priced at the NR rate and purchased for Planned NLSLs and NLSLs (with exception for the application of section 23.3.7.1 Renewable Resource/ Cogeneration Exception).

(2) Tier 2 Rates shall apply to planned annual amounts of Firm Requirements Power that «Customer Name» purchases to serve its Above-CHWM Load, pursuand to Exhibit C, that remains after applying «Customer Name»’s New Resources.

9. ELECTIONS TO PURCHASE POWER PRICED AT TIER 2 RATES *(10/09/24 Version)*

9.1 **Tier 2 Rate Alternatives**

Subject to therequirements 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 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.

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.

10. TIER 2 REMARKETING AND RESOURCE REMOVAL *(10/09/24 Version)*

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 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 Above-CHWM Load, as stated in Exhibit A, and (2) Tier 2 Rate purchase amounts, as stated in Exhibit C, 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

(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 Above-CHWM Load, 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 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.

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 «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.

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**

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.

11. RIGHT TO CHANGE PURCHASE OBLIGATION *(10/15/24 Version)*

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».

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 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 peak load obligation relative to the forecast of BPA’s total monthly Qualified Capacity Contribution (QCC) values, or successor capacity requirements, for the first Fiscal Year the purchase obligation change would become effective. If BPA receives multiple requests from customers to change their 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 of all customers’ requests.

If BPA determines that the purchase obligation change(s) would increase BPA’s peak load obligation in any one month by an amount greater than: (1) the QCC values of «Customer Name»’s Dedicated Resource(s), or (2) the aggregate of all change-requesting customers’ Dedicated Resources, then 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 that the purchase obligation change(s) would not increase BPA’s peak load obligation in any one month by an amount greater than:

(1) the QCC values of «Customer Name»’s Dedicated Resource(s), or (2) the aggregate of all change-requesting customers’ Dedicated Resources 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) request to change their purchase obligation.

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.

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.

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.

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.

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 (1) the sum of existing Slice/Block Product customers’ CHWMs multiplied by fifty percent, from (2) 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% pursuant to section 24.8 of this Agreement.

*End Option*

(2) If the available Slice Product calculated pursuant to section 11.9(1) 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.

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), 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.

12. BILLING CREDITS AND RESIDENTIAL EXCHANGE *(06/10/24 Version)*

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.

13. SCHEDULING *(09/17/24 Version)*

*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*

14. DELIVERY *(09/17/24 Version)*

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.

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.

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 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 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.

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.

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.

*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 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 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.

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.

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.

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 Exhibit G 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 any Transfer Service Eligible 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.

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 serve the load in excess of available transmission service from that Third-Party Transmission Provider.

(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 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 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 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 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 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 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.

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.

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

*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.

(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.*

15. METERING *(07/16/24 Version)*

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

(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.

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 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 loads that are monitored by BPA for an NLSL determination and any NLSLs shall be metered pursuant to section 23.3.4.

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.

16. BILLING AND PAYMENT *(10/22/24 Version)*

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 a final bill. 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.

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 availabity 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 payments owed, then BPA may terminate this Agreement pursuant to section 25.1. Written notices sent under this section 16.4 must comply with 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, «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 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 *(09/18/24 Version)*

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 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 [kslf@bpa.gov](mailto:kslf@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 [kslf@bpa.gov](mailto:kslf@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 (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.

«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.

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.

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](mailto:mdm@bpa.gov) and (2) the contacts shown in 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](mailto:mdm@bpa.gov), and (2) the contacts shown in 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.

17.5 **Transparency of Net Requirements Process**

By July 31 of each Forecast Year, 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

(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.

17.6 **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.

17.7 **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 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.

18. UNCONTROLLABLE FORCES *(06/10/24 Version)*

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:

(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 *(05/06/24 Version)*

*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.

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 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.

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*****(06/10/24 Version)***

«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.

20.2 **Insufficiency and Allocations*(06/10/24 Version)***

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 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*(10/15/24 Version)***

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 shall be subject to monitoring as determined necessary by BPA. For the purposes of section 2.«#», this section 20.3, and section 1 of Exhibit D, ten Average Megawatts means 87,600,000 kilowatt-hours for any year.

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 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 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;

(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 BPA does not determine at the outset that an 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 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, from the metered load at the facility for the preceding consecutive 12‑month monitoring period. 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.

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).

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.

«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, any BPA resource acquisition needs, any additional necessary studies from Power Services, 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 for any new resources Power Services forecasted to be needed by BPA to meet such increase in load. Such coordination will promote awareness of necessary 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 and meet such obligations.

Within 60 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.

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 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 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 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.

20.4 **Priority of Pacific Northwest Customers*(09/17/24 Version)***

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 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.

20.5 **Prohibition on Resale*(09/17/24 Version)***

«Customer Name» shall not resell Firm Requirements Power except to serve «Customer Name»’s Total Retail Load or as otherwise permitted by federal law.

20.6 **Use of Regional Resources*(09/17/24 Version)***

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» 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 «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, BPA shall decrement the amount of its Firm Requirements Power sold under this Agreement by the amount 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. 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 been used to serve firm consumer load in the Region, which contract will be performed in a manner that such output isno 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 and is participating 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.

20.7 **BPA Appropriations Refinancing*(06/10/24 Version)***

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.

21. STANDARD PROVISIONS

21.1 **Amendments*(06/10/24 Version)***

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.

21.2 **Entire Agreement and Order of Precedence*(06/10/24 Version)***

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 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*(10/15/24 Version)***

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*(10/15/24 Version)***

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*(06/10/24 Version)***

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*(06/10/24 Version)***

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 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*(06/10/24 Version)***

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.

21.7 **Rate Covenant and Payment Assurance*(06/10/24 Version)***

«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.

*Option: Include this section ONLY for cooperatives and tribal utilities.*

21.8 **Bond Assurances*(10/15/24 Version)***

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.

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 Section 21.8*

22. FUTURE AMENDMENT FOR DAY-AHEAD MARKET *(10/15/24 Version)*

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 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.

23. TERMINATION *(10/15/24 Version)*

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. SIGNATURES *(05/06/24 Version)*

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.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| «FULL NAME OF CUSTOMER» | |  | UNITED STATES OF AMERICA  Department of Energy  Bonneville Power Administration | | |
| By |  |  | By |  |
|  |  |  |  |  |
| Name |  |  | Name |  |
|  | *(Print/Type)* |  |  | *(Print/Type)* |
| Title |  |  | Title |  |
|  |  |  |  |  |
| Date |  |  | Date |  |

Exhibit A

**NET REQUIREMENTS AND RESOURCES *(09/17/24 Version)***

**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, 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.

*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), (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 (the BAA where resource is located). For Statutory Status, Resource Status, 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)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **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)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **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» |

**3. COMMITTED POWER PURCHASE AMOUNTS**

3.1 **Committed Power Purchase Amounts Used to Serve Total Retail Load**

3.1.1 **Shape of Committed Power Purchase Amounts**

BPA shall calculate «Customer Name»’s Committed Power Purchase Amounts using the selected monthly and Diurnal shapes listed below. BPA shall update the table below consistent with section 3.4.2 of the body of this Agreement.

*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 |

3.1.1 **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)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **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.*

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.*

*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 3.5.3 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 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**

*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 an NLSL at this time, in accordance with section 3.5.8 of the body of this Agreement.

*End Option 1.*

*Option 2: If customer wants to serve an NLSL with Dedicated Resource amounts include the following text and heading. If customer is serving the NLSL with Specified Resources add 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. Also describe in section 1.4 or 1.5 of Exhibit D how the resource listed below will match the NLSL.*

All of «Customer Name»’s Dedicated Resource amounts serving an NLSL, in accordance with section 3.5.8 of the body of this Agreement, are listed below.

4(1) **«Name of NLSL»** **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 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 not dedicated 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** |
|  |  |  |  |  |

(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.

(1) **«Resource Name»**

(A) **Resource Profile**

|  |  |  |  |
| --- | --- | --- | --- |
| **Resource Owner** | **Fuel Type** | **Nameplate Capability (MW)** | **Delivery Plan** |
|  |  |  |  |

(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.

(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** |
|  |  |  |  |

(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, 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» chose OPTION B in section 3.6.5 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. | | | | | | | | | | | | |

*End Sub-Option B.*

*End Option 2.*

7.4 **Consumer-Owned Resources Serving an NLSL**

*Option 1: If «Customer Name» does NOT have any Consumer-Owned Resources serving an NLSL include the following text:*

Pursuant to section 23.3.7 of the body of this Agreement, «Customer Name» does not have any Consumer-Owned Resources serving an NLSL at this time.

*End Option 1.*

*Option 2: If «Customer Name» has Consumer-Owned Resources serving an NLSL include the following text and complete sections (1)(A) and (B).*

Pursuant to section 23.3.7 of the body of this Agreement, all of «Customer Name»’s Consumer-Owned Resources serving an NLSL are listed below.

(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.*

**8.** **TABLES FOR ALLOWABLE DEDICATED RESOURCE SHAPES**

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** | **Total** |
| **FY 2010** |  |  |  |  |  |  |  |  |  |  |  |  | 100.0 |
| **FY 2015** |  |  |  |  |  |  |  |  |  |  |  |  | 100.0 |
| **FY 2020** |  |  |  |  |  |  |  |  |  |  |  |  | 100.0 |
| 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 Purchase Period for each Specified Resource. The monthly LLH and HLH distributions shall be the same across all years of a Purchase 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.

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. «Customer Name» shall submit to BPA twelve monthly ratios and such monthly ratios applicable shall apply for all years of the corresponding Purchase 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.*

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **HLH Diurnal Shape for Committed Power Purchase Amounts** | | | | | | | | | | | | |
| **Purchase Period** | **HLH to LLH Ratios (HLH:LLH)** | | | | | | | | | | | |
| **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| **FY 2012 – FY 2014** |  |  |  |  |  |  |  |  |  |  |  |  |
| **FY 2015 – FY 2019** |  |  |  |  |  |  |  |  |  |  |  |  |
| **FY 2020 – FY 2024** |  |  |  |  |  |  |  |  |  |  |  |  |
| **FY 2025 – FY 2028** |  |  |  |  |  |  |  |  |  |  |  |  |

**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.

(PS«X/LOC»- «File Name with Path».docx) «mm/dd/yy» *{Drafter’s Note: Insert date of finalized contract here}*

Exhibit B *(09/17/24 Version)*

**CONTRACT** **HIGH WATER MARKS**

**1. CONTRACT HIGH WATER MARK (CHWM)**

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 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.

(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) the division of Dedicated Resources between the utilities and (2) other pertinent information provided by «Customer Name» and the other utility:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| [ | Annexed Load minus annexed NLSLs, if any | ] | × | [ | Other utility’s pre-annexation CHWM | ] |
| Other utility’s pre-annexation Total Retail Load minus total NLSLs, if any |

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) the division of Dedicated Resources between the utilities and (2) other pertinent information advanced by «Customer Name» and the other utility:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| [ | Annexed Load minus annexed NLSLs, if any | ] | × | [ | «Customer Name»’s pre-annexation CHWM | ] |
| «Customer Name»’s pre-annexation Total Retail Load minus total NLSLs, if any |

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 the requirements in section 2.4.2.1 of the Provider of Choice Policy, March 2024, as amended or revised. By September 30, 2026, BPA shall fill in the table below indicating such eligibility.

*Drafter’s Note: Fill in “Yes” or “No” depending on customer’s eligibility for the Small Utility Adjustment*

|  |
| --- |
| **Eligible for Small Utility Adjustment** |
| Yes / No |

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 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).

(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) If a proposed CHWM adjustment under this section 1.2.5 would exceed the limit in section 1.2.5(4), then BPA shall reduce such adjustment to an amount resulting in a CHWM that equals the limit.

(6) If «Customer Name»’s CHWM has been adjusted pursuant to section 1.2.5(5), 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 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.

*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 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 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 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 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 the associated CF/CT load ceases to consume electric power or significantly reduces the amount of electric power it consumes for production demand, 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.

*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 of a Forecast Year BPA shall revise this Exhibit Bto increase «Customer 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 related to defense materials activities after September 30, 2028 shall not be included in «Customer Name»’s CHWM.

*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 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) 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) 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 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 BPA changes «Customer Name»’s CHWM pursuant to this section 1.6, 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.

(PS«X/LOC»- «File Name with Path».docx) «mm/dd/yy» *{Drafter’s Note: Insert date of finalized contract here}*

Exhibit C

**PURCHASE OBLIGATIONS**

**1. FIRM REQUIREMENTS POWER AT TIER 1 RATES*(10/09/24 Version)***

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.

**2. FIRM REQUIREMENTS POWER AT TIER 2 RATES*(10/09/24 Version)***

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 to serve its Above‑CHWM Load. «Customer Name»’s Above-CHWM Load purchase obligation shall be for the term of the Agreement unless «Customer Name» elects to change its Tier 2 Long-Term Rate purchase obligation amounts pursuant to the terms and conditions of section 2.2.3 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.

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 then flexible option**

«Customer Name» shall purchase and BPA shall provide 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 Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination and 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 amount of its Above-CHWM Load to be served with Firm Requirements Power sold at a Tier 2 Long-Term Rate. BPA shall update the following table to state such amount.

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

| **Fixed 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 then Tier 2 Long-Term Rate option**

A fixed Average Megawatt amount of «Customer Name»’s Above-CHWM Load 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 amount of its Above-CHWM Load to be served at the fixed flexible option for the duration of the contract.

«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 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 applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

2.2 **Rounding Option**

If «Customer Name» elects option B, C, or D under section 2.1 above, then by July 31, 2028, «Customer Name» may elect to have BPA serve up to 0.999 aMW of their Above-CHWM Load through the Tier 1 Rate design, pursuant to the PRDM, for the term of the Agreement. No later than September 30, 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 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 following «Customer Name»’s notification.

*Drafter’s Note: Leave table blank at contract signing. By September 30, 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. | |

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 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.

If «Customer Name» elects option B, 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 or the fixed Tier 2 Long-Term Election amount stated in section 2.1(2) 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.*

| **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 a Tier 2 Long-Term Rate, without any charges or fees, if «Customer Name» submits a written request to BPA prior to August 1, 2027, and BPA has not acquired power for the purposes of serving its 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 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 Tier 2 Long‑Term Rate. 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 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 Tier 2 Long‑Term Rate, including reducing such amount to zero.

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 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 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 Tier 2 Long-Term Rate, 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 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 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 amounts 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 amounts of Firm Requirements Power that «Customer Name» is obligated to purchase at Tier 2 Long‑Term Rates.

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.

If «Customer Name» elects option C under section 2.1 above, then the amount of Firm Requirements Power «Customer Name» requests to purchase at the Tier 2 Short-Term Rate shall not exceed «Customer Name»’s Above-CHWM Load amount or the fixed-flexible election amount stated in section 2.1(3) above.

*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. | | | | | | | | |

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.

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*(10/15/24 Version)***

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 a physical resource that BPA determines, in its sole discretion, to acquire for a period of greater than three years to form 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 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» 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.

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 either:

(1) treat any amount of power that exceeds «Customer Name»’s Above-CHWM Load as an advanced sale of surplus power 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 «Customer Name» the opportunity to purchase Firm Requirements 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 of each Rate Case Year, 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 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 **Amounts of Power to be Billed at Tier 2 Rates**

2.8.1 **Treatment for FY 2029 – FY 2030**

By March 31, 2027, BPA shall update the table in section 2.8.2 of this exhibit, consistent with «Customer Name»’s elections, with amounts of Firm Requirements Power which «Customer Name» shall purchase at applicable Tier 2 Long-Term Rate, Tier 2 Short-Term, and Tier 2 Vintage Rate, if applicable, for the FY 2029 – FY 2030 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.

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, 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.

*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. | | | | | | | | | |

**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}*

Exhibit D

**ADDITIONAL PRODUCTS AND SPECIAL PROVISIONS**

**1. CF/CT AND NEW LARGE SINGLE LOADS*(10/15/24 Version)***

*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)** |
|  |  |  |  |  |
| 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. 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 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 20.3.7, and 20.3.8 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 20.3 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» |

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 20.3 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» |

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 20.3.7, and section 20.3.8 if applicable, elects to have BPA serve the NLSL at the NR rate consistent with section 20.3 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 *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 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 20.3 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*

*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.

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 20.3.5 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 20.3.5.2 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 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 **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» 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*

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 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.

*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*(07/21/09 Version)***

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-RHWM 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 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 for* ***Load Following Customers with DFS provisions****:*

***Option 1:*** *Include the following language for customers who purchase DFS.*

2.3 **Diurnal Flattening Service (DFS)*(08/18/2016 Version)***

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 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 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:

|  |  |
| --- | --- |
| **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*(08/09/2019 Version)***

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:

(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*(08/04/2021 Version)***

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 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.

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-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. 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 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.*

* + 1. **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, 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:

2.3.5.1 **DFS Capacity Charge*(08/09/2019 Version)***

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*(08/09/2019 Version)***

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.

***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*(08/09/2019 Version)***

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. | | | | | | | | | | | | |

(2) Planned Amounts Table(s)

| **«RESOURCE NAME»’S** **PLANNED AMOUNTS** | | | | | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **annual aMW** |
| Rate Period Year 1 (FY 20«##») | | | | | | | | | | | | | |
| HLH MWh |  |  |  |  |  |  |  |  |  |  |  |  |  |
| LLH MWh |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total MWh |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Rate Period Year 2 (FY 20«##») | | | | | | | | | | | | | |
| 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. | | | | | | | | | | | | | |

(3) Hourly Average Planned Amounts Table(s)

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **«RESOURCE NAME»’S** **HOURLY AVERAGE PLANNED AMOUNTS** | | | | | | | | | | | | |
|  | **Oct** | **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 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 |  |

| **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) *(06/02/2009 Version)***

«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) *(08/18/2016 Version)***

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.

***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*(08/09/2019 Version)***

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 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-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. 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.*

* + 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 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-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 2.4.5.1 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.

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 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 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:

(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.

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. | | | |

(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)*(06/02/2009 Version)***

«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)*(08/18/2016 Version)***

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 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 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.

| **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)*(08/18/2016 Version)***

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 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 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.

| **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.

*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-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. 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 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-RHWM 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*(08/09/2019 Version)***

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-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. In any such plan of service, the power from «Resource Name(s)» shall be delivered on firm transmission.

*End Sub-Option 3.*

*End Option 2.*

*Option: Include the following for customers who are eligible to receive irrigation rate discount; delete this section if not applicable.*

**2. IRRIGATION RATE DISCOUNT*(06/10/24 Version)***

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*

*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 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)*(08/01/11 Version)***

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 «#».3.

«#».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 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-RHWM Load.

| **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)*(08/24/15 Version)***

«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 Wasco:* «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.

*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 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*

*Drafter’s Note: Include the following for customers served by Transfer Service and customers served by BOTH Transfer Service and are directly connected customers that are making a non-federal market purchase delivered to Mid-C (or BPA Power purchase from the trading floor) to serve Above-RHWM Load and qualify for the Market Purchase 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 PURCHASE EXCHANGE*(08/04/21 Version)***

Per the terms of this Agreement, «Customer Name» has elected to serve its Above‑RHWM Load with non-federal resource(s), specifically market purchase(s) delivered to Mid‑C. 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». 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 4.3.4.1.2 of Exhibit F, and delivers an equivalent amount of power to serve «Customer Name»’s Above‑RHWM Load. A Market Exchange is comprised of Market Transaction Part A, Market Transaction Part B, and Market Transaction Part C below.

If elected, «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).

By March 31 of a Rate Case Year the Parties shall update the table below with the amount of «Customer Name»’s Above‑RHWM 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 Amounts tables in Exhibit A for the applicable Fiscal Years as the Above-RHWM 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.*

*Option 1: Include for all customers except 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«##» | «#.###» 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*(08/04/21 Version)***

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 4.3.4.1.2 of Exhibit F, and shaped in accordance with section 3.4 of the body of the Agreement.

«#».2 **Market Exchange Transaction Part B*(02/21/23 Version)***

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 4.3.4.1.2 of Exhibit F.

This Agreement covers the Federal Columbia River Power System resource serving the portion of «Customer Name»’s Above-RHWM Load associated with the Market Exchange.  For purposes of designating a Network Resource in the «Customer Name»’s Network Transmission agreement with BPA Transmission Services, «Customer Name» shall not 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 Load for purposes of the Network Transmission 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 Transaction Part C, BPA will deliver federal power to «Customer Name»’s load, in hourly amounts equal to the hourly amounts scheduled pursuant to Market Exchange Transaction A. Such federal 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 BPA shall serve «Customer Name»’s load and assess «Customer Name» any applicable charges or penalties as provided in the 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*(02/21/23 Version)***

«#».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.

*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 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 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 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 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 1 of Exhibit G is exceeded.

(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 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.*

TSLF = Transmission System Loss Factor (BPA Network Loss Factor = See applicable % in BPA’s current Open Access Transmission Tariff; «Insert transmission system» = «#» %)

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 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 = «#» %; NVEnergy = «#» %)

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, 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 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, 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.

**«#». «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.*

*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*(06/04/2018 Version)***

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*(06/04/2018 Version)***

«#».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*

(PS«X/LOC»- «File Name with Path».docx) «mm/dd/yy» *{Drafter’s Note: Insert date of finalized contract here}*

Exhibit E

**METERING *(10/09/24 Version)***

*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 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. 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}*

*Option 1: Include for customers served by Transfer Service with a BPA NT Agreement and for directly-connected NT customers that elected to purchase power at a Tier 2 rate, Diurnal Flattening Service, or Secondary Crediting Service:*

Exhibit F

**TRANSMISSION SCHEDULING SERVICE *(02/10/10 Version)***

**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**

Transmission Scheduling Service is provided by Power Services to help «Customer Name» manage certain aspects of its BPA Network Integration Transmission Service Agreement (BPA NT Agreement), 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.

*Option 1: Include the following for customers purchasing Transmission Scheduling Service (TSS-Full)*

1.3 **Parameters of Transmission Scheduling Service**

Beginning October 1, 2011, and through the term of this Agreement, Power Services shall provide and «Customer Name» shall purchase Transmission Scheduling Service. Power Services shall schedule «Customer Name»’s federal power and Dedicated Resources to «Customer Name»’s Total Retail Load under «Customer Name»’s BPA NT Agreement and/or other transmission agreement(s). Power Services shall not provide Transmission Scheduling Service 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 specified in BPA’s applicable Wholesale Power Rate Schedules and GRSPs.

*End Option 1 TSS-Full*

*Option 2: Include the following for customers purchasing Transmission Scheduling Service-Partial (TSS-Partial)*

1.3 **Transmission Scheduling Service-Partial*(05/21/19 Version)***

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 1.3.3 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 «Customer Name»’s Dedicated Resource(s) must be a Mid‑C Resource(s) over Non‑Firm, consistent with section 4.3.4 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.

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. Power Services shall schedule «Customer Name»’s federal power to «Customer Name»’s Total Retail Load under «Customer Name»’s BPA NT Agreement and/or other transmission agreement(s), and «Customer Name» shall schedule «Customer Name»’s Dedicated Resources that require an E‑Tag to «Customer Name»’s Total Retail Load under «Customer Name»’s BPA NT Agreement and/or other transmission agreement(s). Power Services shall not provide Transmission Scheduling Service‑Partial for any delivery other than delivery to «Customer Name»’s Total Retail Load.

For all its Dedicated Resources that require 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 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 charged for service according to the rates, terms and conditions for Transmission Scheduling Service‑Partial specified in BPA’s applicable Wholesale Power Rate Schedules and GRSPs.

*End Option 2 TSS-Partial*

**2. ASSIGNMENT OF SCHEDULING RIGHTS**

Prior to Power Services providing Transmission Scheduling Service, «Customer Name» shall:

(1) notify Transmission Services that Power Services is the scheduling entity for service taken under «Customer Name»’s BPA NT Agreement;

(2) assign Power Services the right to acquire and manage secondary service pursuant to section 28.4 of the BPA OATT as necessary to fulfill BPA’s obligations under this Agreement; and

(3) provide copies of «Customer Name»’s 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).

**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. 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*(09/30/10 Version)***

*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 «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 **Prescheduling*(07/14/17 Version)***

«Customer Name» shall submit a delivery schedule to Power Services for its Dedicated Resources 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 power, 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. «***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 are to be delivered over secondary network transmission pursuant to section 4.3.4.1.2 below, then «Customer Name» shall submit its delivery schedule for such resource to Power Services by 1300 hours PPT on the preschedule day.***End Option 1*»«*Option 2****: Include for customers that have load BOTH directly connected and served by Transfer Service:*However, if «Customer Name»’s Dedicated Resources are to be delivered over secondary network transmission pursuant to section 4.3.4.1.2 or section 4.3.4.2.2 below, then «Customer Name» shall submit its delivery schedule to Power Services by 1300 hours PPT on the preschedule day.***End 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).

4.2 **Real-Time Scheduling**

Power Services shall accept megawatt adjustments to «Customer Name»’s Dedicated Resource 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.

*End Option 1 TSS-Full*

*Option 2: Include the following for customers purchasing TSS‑Partial*

**4. SCHEDULING OF «CUSTOMER NAME»’S DEDICATED RESOURCES*(09/30/10 Version)***

*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 «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*(05/21/19 Version)***

4.1.1 **E-Tags*(07/15/21 Version)***

«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‑RHWM 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](mailto: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 Service-Partial**

*«*None at this time*»* *or* *«*describe unique arrangements or requirements*»*

4.2 **Events, Charges for Events, BPA-Required Removal*(05/21/19 Version)***

BPA shall charge «Customer Name» for Transmission Scheduling Service‑Partial events consistent with the rates, terms and conditions for Transmission Scheduling Service‑Partial specified in BPA’s applicable Wholesale Power Rate Schedules and GRSPs.

If «Customer Name» has five or more Transmission Scheduling Service‑Partial events in one month, then BPA may require the removal of «Customer Name»’s Transmission Scheduling Service‑Partial. BPA will consider the circumstances of the five or more events in determining if BPA will require removal of Transmission Scheduling Service‑Partial. If BPA requires removal, then BPA will, pursuant to section 9 of this exhibit, provide notice to «Customer Name» that it may no longer purchase Transmission Scheduling Service‑Partial and must purchase Transmission Scheduling Service‑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 pursuant to this section 4.2, then «Customer Name» may request Transmission Scheduling Service‑Partial by July 15 prior to the start of a subsequent Fiscal 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)*(09/30/10 Version)***

As a feature of Transmission Scheduling Service, 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.

In accordance with the BPA OATT, TCMS coverage shall not apply while Transmission Services is redispatching «Customer Name»’s 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.*

4.3.3 **Curtailment and Outage Terms and Conditions** **for Resources without TCMS**

This section 4.3.3 shall apply to «Customer Name»’s Dedicated Resources for which Power Services is not providing TCMS coverage.

4.3.3.1 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, including UAI charges.

4.3.3.2 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, including UAI charges.

*Option 1: Include the following for customers purchasing TSS-Full*

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 notifying Power Services of the revised delivery schedule prior to the preschedule deadline described in section 4.1 of this exhibit.

*End Option 1 TSS-Full*

*Option 2: Include the following for customers purchasing TSS-Partial* ***(07/15/21 Version)***

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 **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***(07/14/17 Version)*

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 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 Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. BPA will allow such Mid‑C market purchases 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.

For purposes of this Agreement, such resource will be referred to as “Mid‑C Resource Over Non‑Firm”.

4.3.4.1.3 **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. 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 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 **Termination of TCMS Coverage*(07/14/17 Version)***

If, consistent with section 4.3.4.1.3 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 4.3.4.1.3 above, BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission and BPA offers «Customer Name» a Network Resource Exhibit to the Transfer Service Support for Non-Federal Resources Agreement for such Dedicated Resource, and such Network Resource Exhibit 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 1*

*Option 2: Include the following for customers that are exclusively directly connected.*

4.3.4.1 **Eligibility of Resources for TCMS Coverage*(07/14/17 Version)***

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 such resource is: (1) a WSPP Schedule C market purchase delivered to 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 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”.

4.3.4.1.3 **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 4.3.7.1 of this exhibit.

4.3.4.2 **Termination of TCMS Coverage*(07/14/17 Version)***

If, consistent with section 4.3.4.1.3 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 BOTH directly connected and served by Transfer Service.*

4.3.4.1 **Eligibility of Resources Serving Transfer Service Load for TCMS Coverage*(07/14/17 Version)***

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.

4.3.4.1.1 **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 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 Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. BPA will allow such Mid‑C market purchases 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.

For purposes of this Agreement, such resource will be referred to as “Mid‑C Resource Over Non‑Firm”.

4.3.4.1.3 **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. 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 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 **Eligibility of Resources Serving Directly Connected Load for TCMS Coverage*(07/14/17 Version)***

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.

4.3.4.2.1 **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.

4.3.4.2.2 **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 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 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”.

4.3.4.2.3 **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 4.3.7.1 of this exhibit.

4.3.4.3 **BPA’s Determination for TCMS Coverage for Resources Serving Transfer Service Load*(07/14/17 Version)***

If, consistent with section 4.3.4.1.3 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.

4.3.4.4 **Termination of TCMS Coverage*(07/14/17 Version)***

If, consistent with section 4.3.4.2.3 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 4.3.4.1.3 above, BPA is providing TCMS to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission and BPA offers «Customer Name» a Network Resource Exhibit to the Transfer Service Support for Non-Federal Resources Agreement for such Dedicated Resource, and such Network Resource Exhibit 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 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-RHWM 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-RHWM 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;

(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 3: Include the following for customers who are receiving Exhibit F TSS language for the first time.*

4.3.5 **This Section Intentionally Left Blank*(07/23/13 Version)***

*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 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«##»*(07/23/13 Version)*** | | | | | | | | |
| **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«##»*(05/21/19 Version)*** | | | | |
| **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*(07/14/17 Version)***

*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*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *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«##»*(07/14/17 Version)*** | | | | |
| **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 |
|  |  |  |  |  |

4.3.7 **Curtailment and Outage Terms and Conditions for Resources with TCMS Coverage*(07/14/17 Version)***

For Dedicated Resources with TCMS coverage identified in section 4.3.6 above, however not including Mid‑C Resources Over Non‑Firm, BPA shall deliver replacement power to «Customer Name» during any 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 for customers that have load 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*

*Option 1: Include the following for customers exclusively served by Transfer Service*

For Mid‑C Resources Over Non-Firm, per section 4.3.4.1.2 above, with TCMS coverage identified in section 4.3.6 above, BPA shall deliver replacement power to «Customer Name»’s load 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 4.3.4.1.2 above.

*End Option 1*

*Option 2: Include the following for customers exclusively directly connected.*

For Mid-C Resources Over Non-Firm, per section 4.3.4.1.2 above, with TCMS coverage identified in section 4.3.6 above, BPA shall deliver replacement power to «Customer Name» load 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 BOTH directly connected and served by Transfer Service.*

For Mid-C Resources Over Non-Firm, per section 4.3.4.1.2 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 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 4.3.4.1.2 above.

For Mid-C Resources Over Non-Firm, per section 4.3.4.2.2 above, with TCMS coverage identified in section 4.3.6 above, BPA shall deliver replacement power to «Customer Name»’s directly connected load 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*

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.

4.3.7.1 **Limitations on the Frequency of TCMS Coverage*(07/14/17 Version)***

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 4.3.7.1.

If, pursuant to section 4.3.4 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».

4.3.7.2 **TCMS Payment Obligations*(07/14/17 Version)***

«Customer Name» shall be subject to charges for Transmission Scheduling Service, including applicable costs for TCMS, consistent with the provisions of this Agreement and BPA’s Wholesale Power Rate Schedules and GRSPs, including any applicable UAI charges. Additionally, during a Transmission Event, BPA shall not assess a UAI charge on a Dedicated Resource with TCMS coverage; provided, however if «Customer Name» applies a Mid‑C Resource Over Non‑Firm with TCMS coverage, then BPA shall not assess a UAI 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.

4.3.8 **TCMS Coverage after Termination**

If TCMS coverage is terminated, pursuant to section 4.3.4 or 4.3.7.1 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 UAI charges that may apply pursuant to section 4.3.3 above.

In addition, for any resource for which BPA has terminated TCMS coverage due to frequency of use, as described in section 4.3.4 or 4.3.7.1 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 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 customers purchasing Transmission Scheduling Service-Partial (TSS-Partial)*

**5. E‑TAGS*(05/21/19 Version)***

To the extent E‑Tags are required by transmission provider(s), Power Services shall create all E‑Tags necessary for delivery of federal energy to «Customer Name»’s Total Retail Load. «Customer Name» shall create all E‑Tags necessary for delivery of its Dedicated Resources 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 for an hour and the actual generation produced across such hour; 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 UAI 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 for customers that have load BOTH directly connected and served by Transfer Service.*

**9. REVISIONS*(05/21/19 Version)***

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, 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 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. 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*(05/21/19 Version)***

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, or their successors or assigns, or

*Option 2a: 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 2a*

*Option 2b: 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 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, or 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 and the Associated Exhibit Revision**

If «Customer Name» is no longer purchasing:

(1) BPA’s Diurnal Flattening Service; 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 from Power Services and the Parties shall modify this exhibit to eliminate the terms and conditions of such service.

*End Option 2*

(PS«X/LOC»- «File Name with Path».docx) «mm/dd/yy» *{Drafter’s Note: Insert date of finalized contract here}*

*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 to purchase power at a Tier 2 rate:*

Exhibit F

**SCHEDULING *(08/15/08 Version)***

**1.** **TRANSMISSION SCHEDULING SERVICE**

If «Customer Name»:

(1) acquires BPA’s Diurnal Flattening Service; and/or

(2) acquires BPA’s Secondary Crediting Service; and/or

(3) 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.

**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 pursuant to 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 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, 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.

(PS«X/LOC»- «File Name with Path».docx) «mm/dd/yy» *{Drafter’s Note: Insert date of finalized contract here}*

*End Option 2*

*Option 3: Include for customers with a BPA PTP Transmission Agreement:*

**Exhibit F**

**SCHEDULING *(08/15/08 Version)***

**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.

**2. 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.

**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, 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, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

(PS«X/LOC»- «File Name with Path».docx) «mm/dd/yy» *{Drafter’s Note: Insert date of finalized contract here}*

*End Option 3*

*Option 1: Include the following for customers not served by Transfer Service.*

Exhibit G

**THIS EXHIBIT INTENTIONALLY LEFT BLANK*(10/15/24 Version)***

(PS«X/LOC»- «File Name with Path».docx) «mm/dd/yy» *{Drafter’s Note: Insert date of finalized contract here}*

*End Option 1*

*Option 2: Include the following exhibit for customers served by Transfer Service.*

Exhibit G

**TERMS RELATED TO TRANSFER SERVICE*(10/15/24 Version)***

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.

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.

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 «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, 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 |

2.2Application 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.

**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 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 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.

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 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 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.

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,

(6) 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 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, 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.

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, 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 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: 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}*

*End Option 2*

Exhibit H

**RENEWABLE ENERGY CERTIFICATES AND ENVIRONMENTAL ATTRIBUTES*(10/09/24 Version)***

**1. 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. Whatever the regulatorily-defined environmental characteristics are of the power that customers buy from BPA, the purpose of this Exhibit H is to convey environmental characteristics to customers commensurate with the physical amount of power they buy. However, BPA is not defining those characteristics herein, nor is BPA representing or warranting that anything conveyed herein is suitable 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.

**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 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 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. One megawatt-hour of energy generation from a resource 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 INVENTORY AND ACCOUNTING**

3.1 **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 conduct an Environmental Attribute Accounting Process for each upcoming Rate Period.

3.2 **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 for RECs generated during the prior calendar year based on the Attribute Pool from the applicable Environmental Attribute Accounting Process.

**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.

**5. TRANSFER AND TRACKING OF RECS**

By December 1, 2028, «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 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 5of 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.

**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 Emission Allowances to BPA on the schedule and in the amount requested by BPA 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 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.*

**9. TERMS AND CONDITIONS OF CUSTOMER’S WREGIS SUBACCOUNT**

9.1 **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 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.

9.2 **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.

9.3 **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 9.5 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).

9.4 **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.

9.5 **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 «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) 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*(06/10/24 Version)***

**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):

*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» | **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** **«Customer Name»** **Contact**:  «Utility Name»  «Street Address»  «P.O. Box »  «City, State, Zip»  Attn: «Contact Name»  «Contact Title»  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. 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 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.

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Exhibit J

**ADDITIONAL RESOURCE AND ENERGY STORAGE DEVICE REQUIREMENTS*(09/17/24 Version)***

*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.*

**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 TCMS coverage by resource language out of Exhibit F and into this Exhibit J.*

**5. TCMS 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 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.** **NETWORK RESOURCE INFORMATION*(10/15/24 Version)***

*Option 1: If «Customer Name» does NOT have any Network Resources include the following text:*

«Customer Name» does not have any Network Resources at this time.

*End Option 1.*

*Option 2: If «Customer Name» has Network Resources include the following text and complete section «#».1 for each resource. If customer has more than one Network Resource, number each separately as «#».1, «#».2, etc. and indent appropriately.*

All of «Customer Name»’s 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 Network Resource.*

*«#*».1 **«Resource Name»**

*«#*».1.1 **General Description of 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.*

(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 Network Resource:** «xxxx»

(8) **MW amount of designation from Contract Resource:** «xxxx»

(9) **Amount of Above RHWM Load to be served with «Resource Name»:** «### MW(s)»

*«#*».1.2 **Operating characteristics of 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»:

     (1) Redispatch

     (2) Congestion management

     (3) Distribution and low-voltage delivery

     (4)Real power losses

     (5) Ancillary Services

     (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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