**PROVIDER OF CHOICE SECTION 2 DEFINITIONS AND SECTION 5 PROVISIONS FOR JOE CUSTOMERS IN THE SLICE/BLOCK CONTRACT TEMPLATE**

**To Provide Comments:**

* Grayed out sections are not JOE language and are included for context to aid in stakeholders’ review of proposed JOE provisions.
* 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.
* Submit your comments by 5pm, June 6, 2025 and in accordance with the instructions found on [BPA’s Public Involvement website](https://www.bpa.gov/learn-and-participate/public-involvement-decisions/make-a-public-comment).

2. DEFINITIONS

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

2.«#» “**Preliminary Net Requirement**”*(XX/XX/XX Version)* means the sum of the JOE’s Members’ Preliminary Member Net Requirements.***[SL, BL]***

*End Option 2*

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

2.«#» “**Preliminary Member Net Requirement**”*(XX/XX/25 Version)* means a JOE Member’s annual Net Requirement prior to accounting for any New Resources used to serve Above-CHWM Load. Preliminary Net Requirement is determined as the forecasted annual Total Retail Load less Existing Resources, NLSLs, Specified Resources added to Tier 1 Allowance Amount, and Consumer-Owned Resources serving On-Site Consumer Load, as determined in the Above-CHWM Load Process. ***[ SL, BL]***

*End Option*

*Option 1: Include the following for customers that are not JOEs.*

2.«#» “Slice Percentage”*(03/12/25 Version)* means the percentage used to determine the amount of the Slice Product a customer purchases, pursuant to its CHWM Contract.***[LF, SL, BL]***

*End Option 1*

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

2.«#» “Slice Percentage”*(XX/XX/25 Version)* means the sum of the JOE Member’s Slice Percentages, used to determine the amount of the Slice Product a JOE purchases, pursuant to its CHWM Contract.***[ SL]***

*End Option 2*

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

2.«#» “Member Slice Percentage”*(XX/XX/25 Version)* means the portion of the JOE’s Slice Percentage that is attributable to the Member.***[ SL]***

*End Option*

5. SLICE PRODUCT *(XX/XX/25 Version)*

*Option 1: Include the following for customers that have* ***not*** *had their Slice Percentage limited or reduced pursuant to sections 11.9 or 21.8. Include this option for all Slice/Block customers that are not JOEs at contract offer.*

5.3 **Annual Calculation of Slice Percentage**

By March 31, 2028 and each March 31 of a Rate Case Year thereafter, and by March 31 in a Forecast Year that «Customer Name» submits a Total Retail Load forecast update pursuant to section 17.6.2, and concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall calculate «Customer Name»’s Slice Percentage by:

(1) multiplying 50 percent by the lesser of:

(A) «Customer Name»’s Provider of Choice FY 2026 CHWM, including an increase for «Customer Name»’s Annexed Load from a CHWM Customer, and a decrease for «Customer Name»’s load annexed by another customer or a third party; or

(B) «Customer Name»’s Preliminary Net Requirement, and

(2) Dividing by the annual CHWM System in section 2 of Exhibit K, and

(3) Multiplying by 100.

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

By March 31, 2028 and each March 31 of a Rate Case Year thereafter, and by March 31 in a Forecast Year that «Customer Name» submits a Total Retail Load forecast revision pursuant to section 17.6.2, and concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall revise and state «Customer Name»’s Slice Percentage in section 1 of Exhibit K.

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

*End Option 1*

*Option 2: Include the following for customers if their Slice Percentage is limited pursuant to section 11.9 and if the customer is not a JOE and is a public body (not a cooperative or tribal utility).*

5.3 **Annual Calculation of Slice Percentage**

The amount of Slice Product available to «Customer Name» is less than 50 percent of «Customer Name»’s CHWM pursuant to section 11.9. BPA shall revise and state such limitations on «Customer Name»’s Slice Percentage in section 1 of Exhibit K at the Effective Date or at the time of a change in purchase obligation to the Slice Product. If «Customer Name»’s Slice Percentage is limited, then «Customer Name»’s Tier 1 Block Amount will increase pursuant to section 4.3 of this Agreement.

By March 31, 2028 and each March 31 of a Rate Case Year thereafter, or by March 31 in a Forecast Year that «Customer Name» submits a Total Retail Load forecast revision pursuant to section 17.6.2, and concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall calculate «Customer Name»’s Slice Percentage as the lesser of:

(1) «Customer Name»’s Slice Percentage limit in section 1 of Exhibit K; or

(2) Multiplying 50 percent by «Customer Name»’s Preliminary Net Requirement, and (A) dividing by the annual CHWM System in section 2 of Exhibit K, and (B) multiplying by 100.

The Slice Percentage shall be rounded to the fifth decimal in percentage format and rounded to the seventh decimal in number format.

Expressed as a formula, the Slice Percentage in each year of the Rate Period is calculated as follows:

*End Option 2*

*Option 3: Include the following for cooperatives, and tribal utilities that are not members of a JOE* ***if*** *the customer’s Slice Percentage is reduced pursuant to section 21.8.*

5.3 **Annual Calculation of Slice Percentage**

The amount of Slice Product available to «Customer Name» is limited to less than 50 percent of «Customer Name»’s CHWM pursuant to section 21.8. BPA shall revise and state such limitations on «Customer Name»’s Slice Percentage in section 1 of Exhibit K at the Effective Date or at the time of a change in purchase obligation to the Slice Product. If «Customer Name»’s Slice Percentage is limited, then «Customer Name»’s Tier 1 Block Amounts will increase pursuant to section 4.3 of this Agreement.

By March 31, 2028 and each March 31 of a Rate Case Year thereafter, or by March 31 in a Forecast Year that «Customer Name» submits a Total Retail Load forecast revision pursuant to section 17.6.2, and concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall calculate «Customer Name»’s Slice Percentage as the lesser of:

(1) «Customer Name»’s Slice Percentage limit in section 1 of Exhibit K; or

(2) Multiplying 50 percent by «Customer Name»’s Preliminary Net Requirement, and (a) dividing by the annual CHWM System in section 2 of Exhibit K, and (b) multiplying by 100.

The Slice Percentage shall be rounded to the fifth decimal in percentage format and rounded to the seventh decimal in number format.

Expressed as a formula, the Slice Percentage in each year of the Rate Period is calculated as follows

*End Option 3*

*Option 4: Include the following for JOEs with cooperative and/or tribal utilities* ***if*** *the customer’s Slice Percentage is reduced pursuant to section 21.8.*

5.3 **Annual Calculation of Slice Percentage**

The amount of Slice Product available to «Customer Name» is limited to less than 50 percent of «Customer Name»’s CHWM pursuant to section 21.8. BPA shall revise and state such limitations on «Customer Name» Member’s Slice Percentages in section 1 of Exhibit K at the Effective Date or at the time of a change in purchase obligation to the Slice Product. If «Customer Name»’s Member’s Slice Percentage is limited to less than 50 percent of the Member’s Preliminary Member Net Requirement for the applicable Fiscal Year, then the Member’s portion of «Customer Name»’s Tier 1 Block Amounts and «Customer Name»’s Tier 1 Block Amounts will increase pursuant to section 4.3 of this Agreement.

By March 31, 2028 and each March 31 of a Rate Case Year thereafter, or by March 31 in a Forecast Year that «Customer Name» submits a Total Retail Load forecast revision pursuant to section 17.6.2, and concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall calculate «Customer Name»’s Slice Percentage and the Member Slice Percentage for each of «Customer Name»’s Members.

BPA shall calculate the Member Slice Percentage for each of «Customer Name»’s Members as the lesser of:

(1) Each «Customer Name» Member’s Slice Percentage limit in section 1 of Exhibit K; or

(2) Multiplying 50 percent by the «Customer Name» Member’s Preliminary Member Net Requirement, and (A) dividing by the annual CHWM System in section 2 of Exhibit K, and (B) multiplying by 100.

Expressed as a formula, the Member Slice Percentage in each Fiscal Year of the Rate Period is calculated as follows:

BPA shall calculate «Customer Name»’s Slice Percentage for the applicable Fiscal Year as the sum of the Member Slice Percentages.

The Slice Percentage and Member Slice Percentages shall be rounded to the fifth decimal in percentage format and rounded to the seventh decimal in number format.

By March 31, 2028 and each March 31 of a Rate Case Year thereafter, and by March 31 in a Forecast Year that «Customer Name» submits a Total Retail Load forecast revision pursuant to section 17.6.2, and concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall revise and state «Customer Name»’s Slice Percentage and Member Slice Percentages in section 1 of Exhibit K.

After BPA calculates «Customer Name»’s Slice Percentage and Member Slice Percentages for the Fiscal Year pursuant to this section 5.3, BPA shall not make mid-Fiscal Year adjustments to «Customer Name»’s Slice Percentage or the Member Slice Percentages. BPA shall adjust the Member’s portion of «Customer Name»’s Tier 1 Block Amounts and «Customer Name»’s Tier 1 Block Amounts when a mid-Fiscal Year adjustment is required.

*End Option 4*

*Option 5: Include the following for JOEs that have Members that are public bodies (do not have cooperative or tribal Members).*

5.3 **Annual Calculation of Slice Percentage**

By March 31, 2028 and each March 31 of a Rate Case Year thereafter, or by March 31 in a Forecast Year that «Customer Name» submits a Total Retail Load forecast revision pursuant to section 17.6.2, and concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall calculate «Customer Name»’s Slice Percentage and the portion of «Customer Name»’s Slice Percentage that is attributable to each of «Customer Name»’s Members.

BPA shall calculate the Member Slice Percentage for each of «Customer Name»’s Members as the lesser of:

(1) the «Customer Name» Member’s FY2026 CHWM, including an increase for Annexed Load from a CHWM Contract customer, and a decrease for load annexed by another customer or a third party; or

(2) Multiplying 50 percent by the portion of the Member’s Preliminary Member Net Requirement, and (A) dividing by the annual CHWM System in section 2 of Exhibit K, and (B) multiplying by 100.

Expressed as a formula, the Member Slice Percentage in each year of the Rate Period is calculated as follows

BPA shall calculate «Customer Name»’s Slice Percentage for the applicable Fiscal Year as the sum of Member Slice Percentages.

The Slice Percentage and Member Slice Percentage shall be rounded to the fifth decimal in percentage format and rounded to the seventh decimal in number format.

By March 31, 2028 and each March 31 of a Rate Case Year thereafter, and by March 31 in a Forecast Year that «Customer Name» submits a Total Retail Load forecast revision pursuant to section 17.6.2, and concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall revise and state «Customer Name»’s Slice Percentage and Member Slice Percentages in section 1 of Exhibit K.

After BPA calculates «Customer Name»’s Slice Percentage and Member Slice Percentages for the Fiscal Year pursuant to section 5.3. of this Agreement, BPA shall not make mid-Fiscal Year adjustments to «Customer Name»’s Slice Percentage or Member Slice Percentages. BPA shall adjust the Member’s portion of «Customer Name»’s Tier 1 Block Amounts and «Customer Name»’s Tier 1 Block Amounts when a mid-Fiscal Year adjustment is required.

*End Option 5*

*Option 1: Include the following for customers that are NOT JOEs.*

5.4 **Firm Slice Amount**

5.4.1 By March 31, 2028 and each March 31 of a Rate Case Year thereafter, and by March 31 in a Forecast Year that «Customer Name» submits a Total Retail Load forecast revision pursuant to section 17.6.2, and concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall calculate «Customer Name»’s Firm Slice Amount for each month of the applicable Fiscal Year(s) in monthly Average Megawatts by (1) multiplying the monthly Average Megawatts of the CHWM System listed in the table in section 1 of Exhibit K for the applicable month in each Fiscal Year by «Customer Name»’s Slice Percentage applicable to each such Fiscal Year stated in section 2 of Exhibit K, and (2) rounding the results to three decimal places. BPA shall calculate «Customer Name»’s Firm Slice Amount for each month of the applicable Fiscal Year(s) in megawatt-hours by (1) multiplying the Firm Slice Amount in Average Megawatts for each month of the applicable Fiscal Year(s) by the number of hours in the month, and (2) rounding the result to the nearest whole megawatt. BPA shall revise and state «Customer Name»’s Firm Slice Amount in Average Megawatts and megawatt-hours for each month of the applicable Fiscal Year(s) in section 3 of Exhibit K.

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

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

*End Option 1*

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

5.4 **Firm Slice Amount**

5.4.1 By March 31, 2028 and each March 31 of a Rate Case Year thereafter, and by March 31 in a Forecast Year that «Customer Name» submits a Total Retail Load forecast revision pursuant to section 17.6.2, and concurrent with BPA’s calculation of «Customer Name»’s Net Requirement pursuant to section 1 of Exhibit A, BPA shall calculate the following Firm Slice Amounts:

(1) «Customer Name»’s Firm Slice Amount for each month of the applicable Fiscal Year(s) in monthly Average Megawatts by (A) multiplying the monthly Average Megawatts of the CHWM System listed in the table in section 1 of Exhibit K for the applicable month in each Fiscal Year by «Customer Name»’s Slice Percentage applicable to each such Fiscal Year stated in section 2 of Exhibit K, and (B) rounding the results to three decimal places.

(2) «Customer Name»’s Firm Slice Amount for each month of the applicable Fiscal Year(s) in megawatt-hours by (A) multiplying the Firm Slice Amount in Average Megawatts for each month of the applicable Fiscal Year(s) by the number of hours in the month, and (B) rounding the result to the nearest whole megawatt.

(3) The portion of «Customer Name»’s Firm Slice Amount attributable to each of «Customer Name»’s Members in Average Megawatts by (A) multiplying the monthly Average Megawatts of the CHWM System listed in the table in section 1 of Exhibit K for the applicable month in each Fiscal Year by each Members’s Member Slice Percentage applicable to each such Fiscal Year stated in section 2 of Exhibit K, and (B) rounding the results to three decimal places.

(4) The portion of «Customer Name»’s Firm Slice Amount attributable to each of «Customer Name»’s Members in megawatt hours by (A) multiplying the Firm Slice Amount in Average Megawatts for each month of the applicable Fiscal Year(s) by the number of hours in the month, and (B) rounding the result to the nearest whole megawatt.

BPA shall revise and state «Customer Name»’s Firm Slice Amount and each Member’s attributed portion of «Customer Name»’s Firm Slice Amount in Average Megawatts and megawatt-hours for each month of the applicable Fiscal Year(s) in section 3 of Exhibit K.

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

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

*End Option 2*