



# Post-2028 Residential Exchange Program Residential Purchase and Sale Agreement Workshop 2 September 24, 2025

Sept. 24<sup>th</sup>, 9:00 am – 4:00pm

[RHR and WebEx](#)

POST  
2028  
REP



# September 24<sup>th</sup>, Workshop Agenda

Workshop #2 Topics	Presenter(s)
Opening Remarks	Kim Thompson
Introductions and Agenda	Scott Winner
Revisions to Section 6	Paulina Cornejo
Participant Feedback on Workshop 1	Paulina Cornejo
In-Lieu	Rich Greene
Cost Benefit Pass-Through and Compliance	Paulina Cornejo
Remaining Provisions and Exhibits	Rich Greene
Closeout and Next Steps	Scott Winner
Breaks	Est. Times
Lunch	Noon – 1:00 pm



# Post-2028 REP Team

- Kim Thompson, REP Sponsor (VP of NW Requirements Marketing)
- Paulina Cornejo, REP Policy Lead (PSRF)
- Michael Edwards, REP Technical Lead (PSRF)
- Aimee Robinson, Economist (PSRF)
- Rich Greene, Legal Counsel
- Neal Gschwend, Legal Counsel
- Stephanie Adams, Rates and 7(b)(2) Lead (PSR)
- Jonathan Ramse, Economist (PSR)
- Daniel Fisher, Power Rates Manager (PSR)
- Scott Winner, PSRF Supervisor

# WS2 Topics and RPSA Sections

**Workshop 2:**  
**Wednesday, Sept. 24<sup>th</sup>**

## WS 2 Topics

## RPSA Section(s)

- |  |   |
|--|---|
| 1. In-Lieu                                   | <ul style="list-style-type: none"> <li>Section 9: In-Lieu Transactions</li> <li>Exhibit D: In-Lieu Scheduling and Settlements</li> </ul>                                |
| 2. Benefit Pass-Through and Compliance       | <ul style="list-style-type: none"> <li>Section 7: Accounting and Review</li> <li>Section 10: Pass-Through of Benefits</li> <li>Exhibit E: Compliance Program</li> </ul> |
| 3. Remainder of RPSA Provisions and Exhibits | <ul style="list-style-type: none"> <li>Section 8: Adjustment to Cost Benefits</li> <li>Sections 2, 12-18</li> <li>Exhibits A, B and C</li> </ul>                        |

## Table of Contents

Section	Page
1. Term .....	
2. Definitions .....	
3. Applicable PF Exchange Rate .....	
4. Establishment of ASC to Activate Purchase and Exchange Sale .....	
5. Purchase and Exchange Sales by «Customer Name» and BPA .....	
6. Invoicing for Cost Benefits .....	
7. Accounting and Review .....	
8. Adjustments to Cost Benefits .....	
9. In-Lieu Transactions.....	
10. Pass-Through of Benefits.....	
11. Termination and Suspension of Agreement .....	
12. Notices and Contact Information .....	
13. Uncontrollable Forces .....	
14. Governing Law and Dispute Resolution .....	
15. Statutory Provisions .....	
16. Standard Provisions .....	
17. Information Exchange and Confidentiality .....	
18. Signatures.....	
Exhibit A Residential Load Definition	
Exhibit B CF/CT and New Large Single Loads	
Exhibit C Average System Cost Methodology	
Exhibit D In-Lieu Scheduling and Settlements	
Exhibit E Compliance Program	

# From WS 1: Section 6, and Participant Feedback

**Presenter – Paulina Cornejo**

**REP Policy Lead**

# Revisions to Section 6

- ❖ Revisions to section 6, Invoicing for Cost Benefits
  - Added two sub sections from the In-Lieu section:
    - 6.4/5 Residential Load Net of In-Lieu Power
    - 6.5/6 Disputed Invoices
  - Revised section 6 included in the workshop 2 RPSA document.

# Participant Feedback on WS 1

## ❖ Input from Publics

- Support implementing the REP as a financial exchange.
- Notes that the absence of a deemer account is a departure from historic implementation.
- Reserves the right to opine on the other two topics until there's a better understanding of their interplay with other BPA policy.

## ❖ Input from an IOU

- Support rolling over the current process to preset the Residential (Exchange) Load during the rate case.

# In-Lieu

**Presenter – Rich Greene**

**Senior-Attorney Advisor**

# What is In-Lieu?

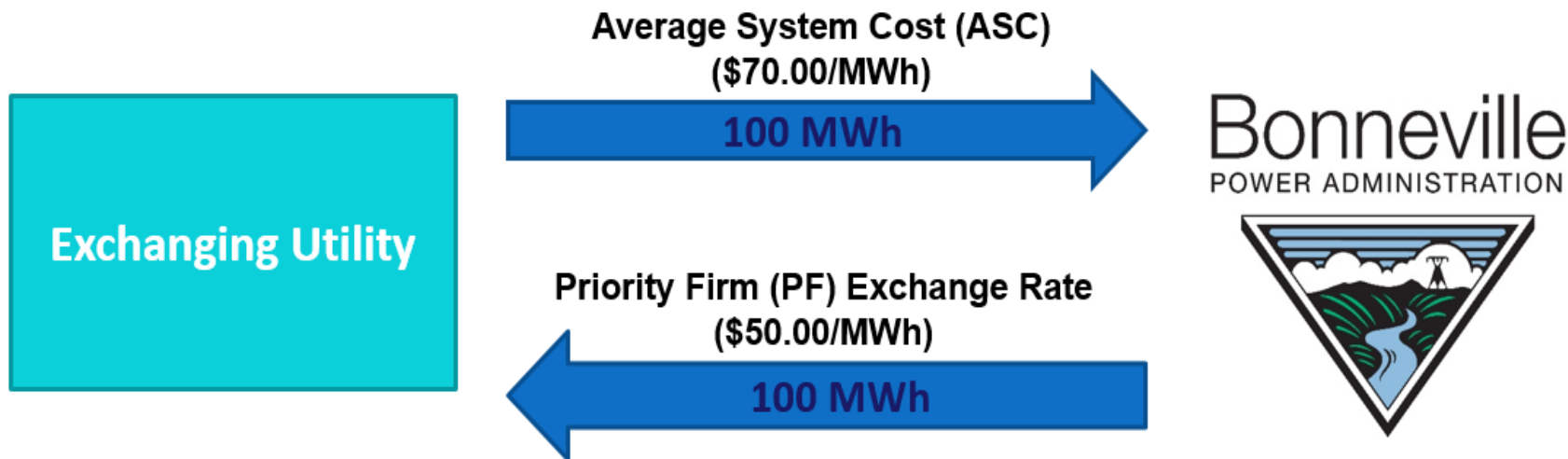
## ❖ Section 5(c)(5) of the NWPA

- *“Subject to the provisions of sections 4 and 6, in lieu of purchasing any amount of electric power offered by a utility under paragraph (1) of this subsection, the Administrator may acquire an equivalent amount of electric power from other sources to replace power sold to such utility as part of an exchange sale if the cost of such acquisition is less than the cost of purchasing the electric power offered by such utility.”*

## ❖ In other words:

- Instead of purchasing any amount of power offered by a utility, BPA may acquire power from other sources and sell that power to the utility if the cost of such power is less than the utility's ASC. In effect, the 5(c)(5) sale from BPA to the utility replaces all or a portion of the 5(c)(1) sale by the utility to BPA.

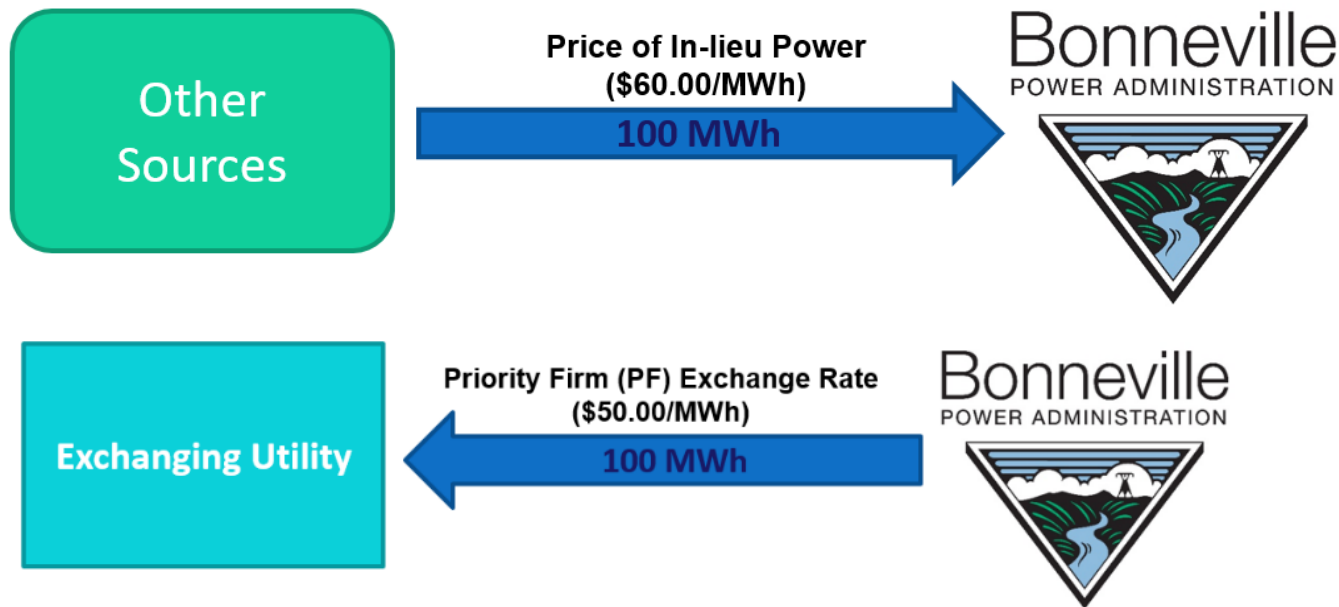
# Traditional REP Calculation



**$(ASC - PFx \text{ Rate}) \times \text{Exchange Load} = \text{REP benefit}$**

$(\$70 - \$50) \times 100 \text{ MWh} = \$2000$

# In Lieu Calculation



# The Math of In Lieu

	"Other Source" Cost	PFx Rate	MWh	Who gets \$\$	BPA's Net Position
BPA	\$60/MWh		100 MWh	Other Source	\$6000
REP-Utility		\$50/MWh	100 MWh	BPA	(\$5000)
					\$1000

	Utility's ASC	PFx Rate	MWh	Who gets \$\$	Utility's Net Position
REP-Utility	\$70/MWh		100 MWh	Utility's Resources	\$7000 (cancel)
REP-Utility		\$50/MWh	100 MWh	BPA	\$5000
					(\$2000) (avoided cost)

# Background

- ❖ Function of *in lieu* allows BPA to offset high-cost ASCs.
- ❖ Discretionary, “may” but....
  - BPA needs to have the *right* to *in lieu* in the RPSA. CERCD v. Johnson, 807 F.2d 1456 (9th Cir. 1987)
  - Under REP Settlement, BPA waived *in lieu*. Court said this was ok in settlement. See APAC v. BPA, 733 F.3d 939, 960-61 (9th Cir. 2013).
- ❖ Utility Specific
  - BPA can choose which utilities to *in lieu*.
- ❖ Physical
  - Energy neutrality of 5(c)(1) exchange is broken in *in lieu*.
  - Because physical energy involved, section 4 (Council’s Plan) and Section 6 (NWPAA acquisition provisions) are activated.
- ❖ Utility *PAYS BPA* for *in lieu* power.

# Primary features of *in lieu*

## ❖ Notice

- How much advance notice to IOU before *in lieu* takes place.

## ❖ Amount

- How much of the IOU's residential load is BPA going to *in lieu*.

## ❖ Duration

- Length of sale BPA is intending to make to the IOU.

## ❖ Rate Utility Pays / Cost of In Lieu Power

- The *Rate* the utility pays BPA for the power is the PFx rate. This is distinct from the cost BPA incurs in acquiring the *in lieu* power.

## ❖ Source

- Where BPA may obtain the power from.

## ❖ Alternatives

- Alternatives to actual implementation of *in lieu*, *i.e.*, utility would reduce ASC to cost of *in lieu* power, etc.

# In-Lieu in Prior RPSAs

Feature	1981 RPSA	1995 RPSA	2000 RPSA	2008 RPSA*
<b>Notice</b>	7 Years	31 Months*	30 days	Not stated
<b>Amount</b>	Any amount	Up to 20% of Residential Load	Any amount	Any amount
<b>Duration</b>	5 Years	7 years	At least 1 year	Not stated
<b>Price</b>	PFx Rate	PFx Rate	PFx Rate	PFx Rate
<b>Source</b>	Not stated	BPA/Others	BPA/Others	Not stated
<b>Alternatives</b>	Reduce ASC to cost of in lieu power	Reduce ASC to cost of the “resource package”	<ul style="list-style-type: none"> <li>- Reduce ASC to cost of <i>in lieu</i> power</li> <li>- Suspend if <i>in lieu</i> below PFx</li> </ul>	Suspend if <i>In lieu</i> less than PFx rate

# BPA's In-Lieu Proposal for RPSA 2028

- ❖ Section 9 restates BPA's right to implement In-Lieu transactions.
- ❖ Section 9.1, In-Lieu Transactions:
  - Outlines BPA's election to implement In-Lieu Power transactions, for all or a portion of utility's Residential Load, if BPA's purchase cost of the In-Lieu Power is below the utility's ASC.

# BPA's In-Lieu Proposal for RPSA 2028 Con't

## ❖ Section 9.2, In-Lieu Notice(s)

- ❖ This section outlines BPA's requirement to provide the utility with advance notice of its election to effectuate section 9.1.
- ❖ BPA shall give notice to the utility **10 months** prior to implementing an In-Lieu Power transaction.
- ❖ Issuance of the In-Lieu notice starts a **30-calendar day** window for the utility to opt out of the In-Lieu Power transaction.

# BPA's In-Lieu Proposal for RPSA 2028 Con't

- ❖ The In-Lieu notice, per section 9.2, shall provide the following:
  - ❖ Amount of In-Lieu Power
    - In monthly increments expressed in MWs and MWh.
  - ❖ BPA's Cost of Acquiring In-Lieu Power
    - Resource and transmission costs to deliver the In-Lieu Power to the Customer's system.
  - ❖ Duration of the In-Lieu Power Sale
    - Anticipated start and end date.
  - ❖ Source of In-Lieu Power
    - The purchasing entity.
  - ❖ Customer Point of Delivery (POD) of the In-Lieu Power
    - Customer's system, unless otherwise mutually agreed upon.

# BPA's In-Lieu Proposal for RPSA 2028 Con't

## ❖ Section 9.3, In-Lieu Opt Out Election

- ❖ This section provides the utility the option to conditionally decline the In-Lieu Power sale.
- ❖ Under Opt Out Election, the utility does not take In-Lieu Power but instead agrees to reduce its ASC to the *weighted average of the In-Lieu Power at BPA's cost to acquire the In-Lieu Power, and the utility's Residential Load at its ASC.*
- ❖ Utility will receive Cost Benefits for its full Residential Load.

# BPA's In-Lieu Proposal for RPSA 2028 Con't

## ❖ Section 9.3, In-Lieu Opt Out Election Visual

Utility's ASC	\$80/MWh
Utility's Residential Load	200 MWh
BPA's Cost of In-Lieu Power	\$70/MWh
In-Lieu Power	25 MWh

$$\begin{aligned} & [(\$80/\text{MWh} * 175 \text{ MWh}) + (\$70/\text{MWh} * 25 \text{ MWh})] \\ & \quad / 200 \text{ MWh} = \\ & \$78.75/\text{MWh} \text{ Weighted Average ASC} \end{aligned}$$

# BPA's In-Lieu Proposal for RPSA 2028 Con't

## ❖ Section 9.4, Price of In-Lieu Power

- The price at which BPA shall sell the In-Lieu Power to the utility shall be at the PF Exchange Rate.

## ❖ Section 9.5, In-Lieu Scheduling

- Scheduling terms housed in Exhibit D.

## ❖ Section 9.6, In-Lieu Conveyance of Environmental Attributes

- Any EAs of the In-Lieu Power delivery will be conveyed.

# BPA's In-Lieu Proposal for RPSA 2028 Con't

## ❖ Section 9.7, Residential Load Net of In-Lieu Power

- Ties back to invoicing for financial Cost Benefits in section 6.

## ❖ Section 9.8, Billing and Payment for In-Lieu Power

- These provisions outline the billing and payment process of the In-Lieu Power delivered to utility.

## ❖ Section 9.9, Late Payments

- Interest is assessed to late payments.

## ❖ Section 9.10, Disputed Bills

- Ties to provision in section 6.5.

# BPA's In-Lieu Proposal for RPSA 2028 Con't

## ❖ Exhibit D, In-Lieu Scheduling

- Terms to schedule In-Lieu Power sales to the utility, if utility does not elect to Opt Out.
- Scheduling terms must comply with requirements pursuant to WECC, NERC, NAESB and WRAP.
- BPA shall be responsible for delivering the In-Lieu Power to the utility.

❖ *Display provisions in RPSA of section 9 and Exhibit D*

# Q&A



# Pass-Through and Compliance

**Presenter – Paulina Cornejo**

REP Policy Lead

# REP Benefits Calculation

Section 5(c) of NWPA  
(ASC Methodology)

Sections 3(18),  
5(c)(1) of NWPA

$(\text{Average System Cost} - \text{PF Exchange Rate}) \times \text{Res\&Farm Load} = \text{REP } \$\$$

Section 7(b)(2) of NWPA  
(Legal Interpretation)  
(7(b)(2) Methodology)

# Statute Directing Compliance

## ❖ Section 5(c)(3) states

- The cost benefits, as specified in contracts with the Administrator, of any purchase and exchange sale referred to in paragraph (1) of this subsection which are attributable to any electric utility's residential load within a State shall be passed through directly to such utility's residential loads within such State, except that a State which lies partially within and partially without the region may require that such cost benefits be distributed among all of the utility's residential loads in that State.

## ❖ Section 3(18) defines “Residential Load” as

- Residential use or residential load means all usual residential, apartment seasonal dwelling and farm electrical loads or uses, but only the first four hundred horsepower during any monthly billing period of farm irrigation and pumping for any farm.

Residential Load, including farm and irrigation load (up to the first 400 HP), also known as Exchange Load, is a utility's load **eligible to receive the cost benefits of the Purchase and Exchange Sale**.

Detailed descriptions of eligible loads are found in the Customer Load Eligibility Guidelines (CLEG), available on the REP's external site.

# Compliance Program Evolution

- ❖ In the early phase of the REP, BPA relied on state commissions to audit the pass-through of REP benefits to consumers. At this time, BPA did not have a review or compliance process.
- ❖ In 1990, the GAO audited BPA on REP oversight of benefit payments and noted concerns with BPA's administration of Section 5(c)(3). BPA was advised by GAO to institute an oversight program.
- ❖ In 1994, BPA developed the first iteration of the Customer Load Eligibility Guidelines (CLEG) to aid utilities in qualifying accounts for REP benefit credits.
- ❖ Settlement of REP and litigation paused formal compliance throughout 2000-2011.
- ❖ 2011 through today: a full two-prong compliance program.

# REPSIA Compliance Processes

## ❖ Agreed-Upon Procedures (AUP) per Exhibits C and D:

- A biennial review utilities' accounting records to test (1) the accuracy of the source data of Exchange Loads, and (2) that benefits were passed-through to residential and farm consumers as bill credits.
- At BPA's expense, the utility's CPA was engaged to conduct these reviews. However, BPA has contractual latitude to deviate from these procedures, as necessary, and for the past two AUPs conducted similar reviews in-house.

# REPSIA Compliance Processes

## ❖ Annual REP Benefits Account Report per section 8:

- An end-of-year process tying out accounting records of REP benefits made by BPA to utilities for the most recent fiscal year.
- Utilities report the total amount of benefits paid out to their Exchange Load for the applicable fiscal year, and the ending balance of the REP account.
- Utilities' CFOs or equivalent signs certification forms attesting to the accuracy of the financial records.

# REPSIA Exchange Load Compliance

- ❖ BPA provides written guidelines for utilities and periodically performs load tests.
- ❖ Customer Load Eligibility Guidelines (CLEG)
  - A set of comprehensive written guidelines to aid utilities in correctly designating REP-benefits eligibility in accordance with the NWPA's "residential" load definition.
- ❖ Load reviews receiving REP credits
  - A comprehensive load review of each utility's REP-credit eligible accounts.
  - In 2014 BPA conducted a comprehensive load review over the spring and summer months and satisfactorily concluded less than 1% of the recipient loads were ineligible.
  - BPA recommended future comprehensive reviews every 10 years, or as needed.

# BPA's Proposal for the 2028 RPSA

- ❖ Detail the three processes to meet the compliance requirements under 5(c)(3) of the NWPA.
  - The AUP Review, Year-End Certification and Load Review are added to section 7.3, Compliance Review Program.
- ❖ Section 10, Pass-Through of Benefits
  - Requirements for utilities to disburse REP benefits in their entirety to their Residential Load.

# Remaining of Section 7

## ❖ Section 7.1, Account Records Requirements

- Utility is required to maintain accounting records and related documents of REP benefits, which include benefits from In-Lieu Power deliveries for pass-through to utility's Residential Load.

## ❖ Section 7.2, Duty to Retain Records

## ❖ Section 7.3, Compliance Program

- Explicitly states the three review processes requiring utility cooperation for BPA to achieve reasonable assurance of compliance with statutory requirements.

# Section 7.3 Compliance Processes

## ❖ Three review processes

- End-of-Year REP Benefit Certification
  - Process rolled over from REPSIA
- Biennial AUP Compliance Review
  - BPA may at its discretion and expense conduct these review in-house or engage the utilities' CPA. Details in Exhibit E.
- Residential Load Reviews
  - BPA may at its discretion conduct reviews of utilities' Residential Load to ensure their qualification for REP benefits.

# Exhibit E - AUP Process

- ❖ Rolls over the REPSIA's Exhibit C and D, that allow for (1) the engagement of utilities' CPA and fees reimbursement, and (2) details the AUP process steps.
- ❖ What changed from REPSIA?
  - The Exhibit takes a more general approach that allows BPA to conduct the AUP Review in-house or engage a utility's CPA.
- ❖ First AUP review under this Agreement will be conducted in 2031.
- ❖ *Display provisions in RPSA of sections: 10 and 7, and Exhibit E*

# Remainder of RPSA Provisions and Exhibits

**Presenter – Richard Greene**

Senior Attorney Advisor

# WS2 Topics and RPSA Sections

Workshop 2:  
Wednesday, Sept. 24<sup>th</sup>

## WS 2 Topics

## RPSA Section(s)

- | WS 2 Topics                                  | RPSA Section(s)  |
|--|--|
| 3. Remainder of RPSA Provisions and Exhibits | <ul style="list-style-type: none"> <li>Section 8: Adjustment to Cost Benefits</li> <li>Sections 2, 12-18</li> <li>Exhibits A, B and C</li> </ul> |

## Table of Contents

Section	Page
1. Term .....	
2. Definitions .....	
3. Applicable PF Exchange Rate .....	
4. Establishment of ASC to Activate Purchase and Exchange Sale .....	
5. Purchase and Exchange Sales by «Customer Name» and BPA .....	
6. Invoicing for Cost Benefits .....	
7. Accounting and Review .....	
8. Adjustments to Cost Benefits .....	
9. In-Lieu Transactions.....	
10. Pass-Through of Benefits .....	
11. Termination and Suspension of Agreement .....	
12. Notices and Contact Information .....	
13. Uncontrollable Forces .....	
14. Governing Law and Dispute Resolution .....	
15. Statutory Provisions .....	
16. Standard Provisions .....	
17. Information Exchange and Confidentiality .....	
18. Signatures.....	
Exhibit A Residential Load Definition	
Exhibit B CF/CT and New Large Single Loads	
Exhibit C Average System Cost Methodology	
Exhibit D In-Lieu Scheduling and Settlements	
Exhibit E Compliance Program	

# Remaining 2028 RPSA Provisions

## ❖ Section 8 – Adjustments to REP Benefits

- Adjusts benefits due to “overpayment/underpayments” stemming from errors by BPA or Utility in implementing the RPSA. (8.1)
- Permits adjustments in response to “remedies” resulting from Court/FERC decision that impact REP benefits. (8.2)

## ❖ Section 12 – Notices and Contact Information

- Who we send notices to. Simplified from POC.

## ❖ Section 13 – Uncontrollable Forces

- From POC.

## ❖ Section 14 – Governing Law and Dispute Resolution

- From POC but added reference to ASC Methodology and ASC determinations.
- Added 14.2 addressing “remedies” flowing from Court/FERC decision that impacts REP benefits. See also Adjustments to REP Benefits in Section 8.
- Remainder of dispute provision is same as POC.

# Remaining 2028 RPSA Provisions

## ❖ Section 15 – Statutory Provisions

- Mainly from POC, with irrelevant sections removed, and 15.1 added. 15.1 adds 5(c)(6) restriction on reduction in 5(c) exchange.
- NLSL section largely same as POC; removed references to “Planned” NLSL.

## ❖ Section 16 – Standard Provisions

- Mainly from POC, with irrelevant sections removed.

## ❖ Section 17 – Information Exchange and Confidentiality

- From POC but simplified.

## ❖ Section 18 – Signatures...

# Exhibits to 2028 RPSA

## ❖ Exhibit A – Residential Load Definition

- Defines residential loads / retail schedules for REP benefits.
- CLEG reference.

## ❖ Exhibit B – Contracted For/Committed To Loads and NLSLs

- Specific set of large loads from before Sept. 1, 1979, that may be included in ASC.
- Lists utility's NLSLs and Potential NLSLs.

## ❖ Exhibit C – Average System Cost Methodology

- Hyperlink to the ASC. ASC is a regulation; not part of contract.

# Close-out

**Presenter – Scott Winner**

Power Planning and Forecasting Supervisor

# Comments and Workshop 2 Details

- ❖ Workshop 2 comments **due COB Wednesday, October 1<sup>st</sup>, 2025.**
- ❖ Next workshop agenda:
  - Participant-led Topics from Workshops 1 and 2.
  - BPA responses to comments and questions.
- ❖ Reminders:
  - BPA will publish the preliminary RPSA on Wednesday, October 29<sup>th</sup> to its Post-2028 REP external site.
  - Informal comments will be due COB Tuesday, November 11<sup>th</sup>.

# Communication and Resources

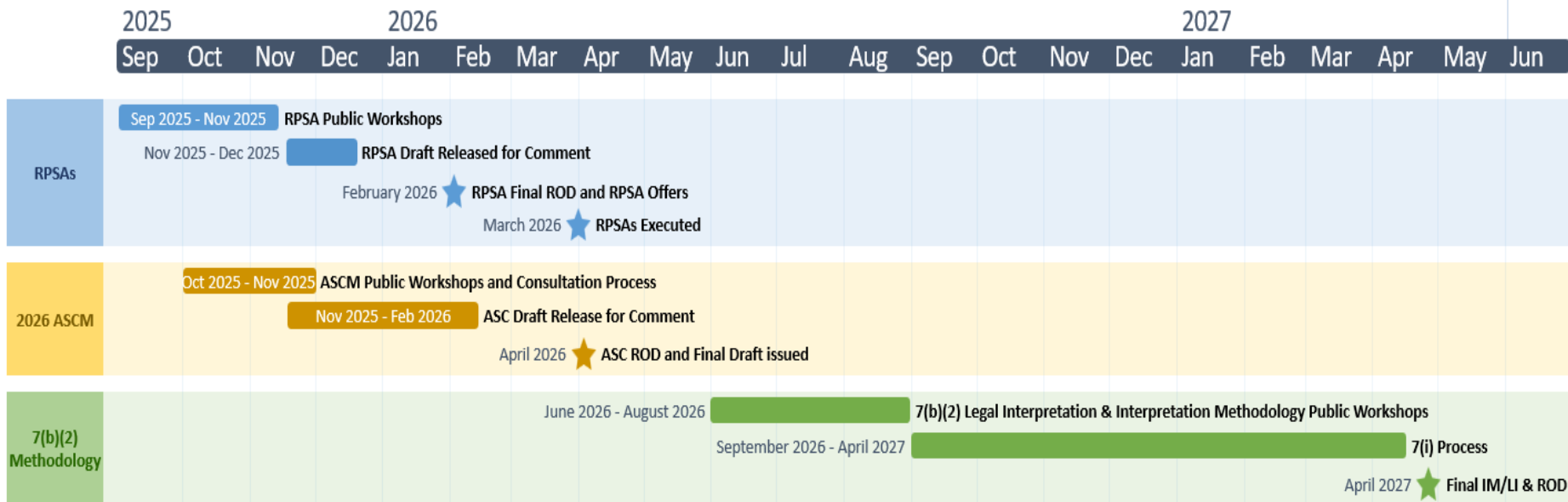
- ❖ Submit written comments and questions to [rep2028@bpa.gov](mailto:rep2028@bpa.gov).
- ❖ Details to attend all Post-2028 REP Phase 2 workshop can be found on [BPA's event calendar](#).
- ❖ For REP background, post-2028 public workshop materials, public notices, and additional REP resources, go to the [Post-2028 REP webpage](#).
- ❖ To receive pertinent notifications related to this process sign up for [Tech Forum](#).

**Thank you!**  
**Post 2028 REP Team**



# Phase 2 Public Engagement Timeline

BP-29 ASC  
Filings Due  
Jun 1, 2027



# Phase 2 Public Engagement Process

**Phase 2** focuses the post-2028 REP Public Engagement Process on development of three foundational components to prepare for a traditional implementation of the REP post-expiration of the 2012 REP Settlement agreements. The 2012 Settlement expires September 30, 2028.

1. Residential Purchase and Sale Agreements (RPSA)
2. Average System Cost Methodology (ASCM)
3. 7(b)(2) Legal Interpretation and Implementation Methodology

## PHASE 2 – TRADITIONAL REP PREPARATION

RPSA Template Development and  
ROD Publication  
(September 2025 – February 2026)

ASCM Consultation Process and  
ROD Publication  
(October 2025 – April 2026)

7(b)(2) L/I and I/M Process and  
ROD Publication  
(June 2026 – April 2027)

**BP-29**

# Phase 2 Public Engagement Objectives

**Bonneville's Objectives for Phase 2 of the Post-2028 REP efforts are to:**

- ❖ Complete Phase 2 before BPA's BP-29 Rate Case Proceedings.  
**Phase 2 target completion date is April 2027.**
- ❖ Facilitate a robust engagement process for BPA and regional parties to constructively work through applicable issues.

# Phase 2 Public Engagement Approach

## Broad approach to successfully achieve Phase 2 objectives:

- ❖ Hold regular public in-person workshops that include a virtual participation option. *BPA encourages parties that intend to engage in significant discussions to attend in-person.*
- ❖ Foster a collaborative workshop environment through informative presentations.
- ❖ Communicate priorities and expectations in each of the three Phase 2 processes.
- ❖ Provide multiple opportunities for regional parties to submit comments, feedback and questions.
- ❖ Respect one another and assume good intentions. Bring a constructive mentality. Be solution-oriented. Identify “parking lot” items for complicated / technical issues.

# RPSA Process

**Presenter - Paulina Cornejo**

REP Policy Lead

POST  
2028  
REP

# RPSA Engagement Timeline



# RPSA Engagement Timeline - Matrix

Event	RPSA Workshops					RPSA Drafts & Offers
	WS1	WS2	WS3	WS4	WS5	
RPSA WS1	9/11 - 9/12					
RPSA WS2		9/23 – 9/24				
RPSA WS3			10/9			
RPSA WS4				10/22		
RPSA Preliminary Draft Released						10/29
RPSA WS5					11/4	
Comments due on Preliminary Draft						11/11
RPSA Full Draft Released						11/17
Comments due on Full Draft						12/18
RPSA ROD and Offers						February 13, 2026
RPSA Executed						April 14, 2026

# Structure of RPSA Workshops

## Workshop Structure

- ❖ BPA will host a total of four two-day workshops between September through October. Most workshops are scheduled from 9am – 4pm. See BPA's Event Calendar for specific timeframes.
- ❖ BPA plans to fully utilize workshop days, however, two-day workshops may be reduced to a single-day depending at the pace at which materials are covered and on participant engagement.
- ❖ ASCM workshops will overlap starting October 10<sup>th</sup>, 2025. At which point, Day 1 will be reserved for RPSA topics and Day 2 will shift to ASCM.
- ❖ BPA will attempt to post on the Post-2028 REP external site workshop materials three business days in advance.
- ❖ BPA will post a word doc containing the initial RPSA provisions tied to the workshop topics alongside the workshop materials. Participants may download the document and submit their redlines, if any, to BPA.
- ❖ Following the publication of the preliminary RPSA draft, BPA will host a 5<sup>th</sup> workshop to walk-through the full document.

## The first part of subsequent workshops will be reserved for:

- ❖ Participant questions and BPA responses on previous workshop content.
- ❖ Participant-led topics on previous workshop content and discussion.
- ❖ Spillover of topics from the previous workshop.

# RPSA Workshop Topics Schedule

Workshop 1: Sept. 11<sup>th</sup>-12<sup>th</sup>

Workshop 2: Sept. 23<sup>rd</sup> – 24<sup>th</sup>

Workshop 3: Oct. 9<sup>th</sup>  
(Oct. 10<sup>th</sup> is reserved for ASCM)

Workshop 4: Oct. 22<sup>nd</sup>  
(Oct. 23<sup>rd</sup> is reserved for ASCM)

Workshop 5: Nov. 4<sup>th</sup>  
(Run-through of Full Preliminary Draft)

## Table of Contents

Section	Page
1. Term .....	
2. Definitions .....	
3. Applicable PF Exchange Rate .....	
4. Establishment of ASC to Activate Purchase and Exchange Sale .....	
5. Purchase and Exchange Sales by «Customer Name» and BPA .....	
6. Invoicing for Cost Benefits .....	
7. Accounting and Review .....	
8. Adjustments to Cost Benefits .....	
9. In-Lieu Transactions.....	
10. Pass-Through of Benefits .....	
11. Termination and Suspension of Agreement .....	
12. Notices and Contact Information .....	
13. Uncontrollable Forces .....	
14. Governing Law and Dispute Resolution .....	
15. Statutory Provisions .....	
16. Standard Provisions .....	
17. Information Exchange and Confidentiality .....	
18. Signatures .....	
Exhibit A	Residential Load Definition
Exhibit B	CF/CT and New Large Single Loads
Exhibit C	Average System Cost Methodology
Exhibit D	In-Lieu Scheduling and Settlements
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# Preliminary and Draft RPSAs

## Full RPSA Preliminary Draft:

- ❖ A full initial, preliminary, draft of the full RPSA will be released on October 29th for informal comment and input.
- ❖ A redline version will also be provided for comparison to the initial verbiage presented at the workshops.
- ❖ BPA will hold a workshop on November 4<sup>th</sup> to run through the full draft.
- ❖ An informal comment period will open for two weeks. Comments to the preliminary draft due November 11<sup>th</sup>.

## Draft RPSA:

- ❖ The Draft RPSA template will be released on November 17th for formal comment.
- ❖ A redline version will also be provided for comparison to the preliminary draft.
- ❖ Participant's formal comments will be due by COB December 18<sup>th</sup>.
- ❖ ***Target date for the RPSA ROD and Final RPSA template is February 13<sup>th</sup>, 2026.***

**In addition to workshop engagement, BPA will provide three methods to provide input during the RPSA development (next slide).**

# RPSA Engagement Methods

	Informal 1: Participants may submit informal comments on workshop topics/discussions and redlines to provisions after each workshop.	Informal 2: Participants may submit initial comments on the full RPSA preliminary draft after its release on <b>October 29th</b> .	Formal Comment: BPA will open a public <u>formal</u> comment period on <b>November 17th, 2025</b> , to respond to the Draft RPSA.
<b>Comment Deadline</b>	Feedback submittal and redlines are due within 1 week following each workshop.	Comments will be due by <b>COB Tuesday, November 11<sup>th</sup></b> .	Formal comments will be due by <b>COB Thursday, December 18<sup>th</sup></b> .
<b>Comment Repository</b>	via email to <a href="mailto:REP2028@bpa.gov">REP2028@bpa.gov</a>	via email to <a href="mailto:REP2028@bpa.gov">REP2028@bpa.gov</a>	Upload to a “Comments” page created for the Post-2028 REP RPSA process on bpa.gov. <i>Details to upload comments will be provided at Workshop 4.</i>
<b>BPA Responses</b>	BPA will consider all comments received and attempt to respond as applicable and as time permits at a subsequent workshop.	A redline copy will accompany the preliminary draft to crosswalk to the initial provisions.	BPA will provide its responses to formal comments in a published Record of Decision, accompanied by the final RPSA Template. Customers will have 60 days to sign.
<b>Additional Notes</b>	Participant comments will be made publicly available by being uploaded to the Post-2028 REP website.	Participant comments will be made publicly available by being uploaded to the Post-2028 REP website.	A Tech Forum notice will be sent out when the Draft RPSA is published. Comments will be posted on the “Comments” page on bpa.gov.