

Information Exchange and Confidentiality “Clean” (11/21/07) version

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- (c) **Information Exchange and Confidentiality** *(11/21/07 Version)*
- (1) **Conservation and Renewables Plans** *(11/21/07 Version)*
Reviewer’s Note: This section is based on the Regional Dialogues Policy (page 57, section XII, New Long Term Contracts)
«Customer Name» shall provide BPA with the information required below. «Customer Name» may submit to BPA a copy of its conservation and/or renewable resource plan(s) required under state law, such as the Washington State Energy Independence Act (RCW 19.285), or federal law to meet the requirements of this subsection if it includes, or is supplemented by, the information required below.
- (A) **Conservation** *(11/21/07 Version)*
Reviewer’s Note: The overall objective of requiring this information is to minimize the cost of conservation resource planning.
- (i) The requirement in this subsection (i) is waived if «Customer Name» has committed to purchase its entire load above its HWM with BPA power priced at Tier 2 rates. Beginning January 1, 2010, and no later than January 1 every 2 years thereafter, «Customer Name» shall submit to BPA a 10-year conservation plan including a biennial conservation target.
- (ii) «Customer Name» shall verify and report all cost-effective (as defined by section 3(4) of the Northwest Power Act) non-BPA-funded conservation measures and projects savings achieved by «Customer Name» through the Regional Technical Forum’s Planning, Tracking and Reporting database or its successor tool. Verification protocols of conservation measures and projects, reporting timelines and documentation requirements shall comply with BPA’s Energy Efficiency Implementation Manual.
- (B) **Renewables** *(11/21/07 Version)*
The two following renewables planning requirements are waived if «Customer Name» has committed to purchase its entire load above HWM with BPA power priced at Tier 2 rates.

Beginning June 1, (*Reviewer's Note: June 1 is consistent with Washington reporting requirements, not locked into it*) 2012 and by June 1 every year thereafter, «Customer Name» shall provide BPA with the following:

- (i) Updated information on renewable resources currently under contract or owned by «Customer Name». Such information shall include: project name, fuel type(s), location, date contract signed, project energization date, capacity, capacity factor, remaining term of purchase (or if direct ownership remaining life of the project), and the percentage of output dedicated to «Customer Name»'s loads for the forthcoming Fiscal Year.
- (ii) An updated long-term renewable resource plan. «Customer Name» shall provide BPA with «Customer Name»'s 2-year forecast of expected renewable resource acquisitions. Such forecast shall disclose the capacity of expected acquisitions by fuel type and percentage of output dedicated to «Customer Name»'s loads.

(2) **Resource Adequacy (10/08/07 Version)**

Reviewer's Note: The following contract principles are based on the Regional Dialogue Policy (page 43, section IX, Resource Adequacy). It is not ready for detailed review of contract language and will be refined after additional discussions.

Principle: «Customer Name» shall provide the following data directly to the Pacific Northwest Utilities Conference Committee, or its successor organization, and the Northwest Power and Conservation Council: *data to be determined*.

(3) **Information Exchange (10/08/07 Version)**

Reviewer's Note: If there is information required below that is duplicative of any information required in section 1, above, we will eliminate the duplication AFTER the information requirements for each section are determined.

The parties shall provide each other with any information that is reasonably required to administer this Agreement. This includes scheduling and metering information that is reasonably necessary to prepare power bills, resolve billing disputes, and administer transfer service. «Customer Name» shall also provide BPA with:

Principle: These data requirements will be drafted after additional internal discussions and discussions with customers. However, we plan to include in this sub

section any data requirements related to calculation of HWMs, Net Requirements, annual reports, etc.

(4) **Confidentiality** *(11/27/07 Version)*

Before «Customer Name» provides information that is subject to a privilege of confidentiality or nondisclosure to BPA, «Customer Name» shall clearly mark 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 will limit the use and dissemination of confidential information within BPA to employees who need it for purposes of administering this Agreement.

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Information Exchange and Confidentiality Comparison with 10/17/07 version

(c) **Information Exchange and Confidentiality** *(11/21/07 Version)*

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Reviewer's Note: This section is based on the Regional Dialogues Policy (page 57, section XII, New Long Term Contracts)
«Customer Name» shall provide BPA with the information required below. «Customer Name» may submit to BPA a copy of its conservation and/or renewable resource plan(s) required under state law, such as the Washington State Energy Independence Act (RCW 19.285), or federal law to meet the requirements of this subsection if it includes, or is supplemented by, the information required below.

- (A) **Conservation** *(11/21/07 Version)*
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- (B) **Renewables** *(11/21/07 Version)*
The two following renewables planning requirements are waived if «Customer Name» has committed to purchase its entire load above HWM with BPA power priced at Tier 2 rates.

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Comment [jpw1]: Because we will be counting all cost-effective conservation savings from BPA-funded and customer-funded (Policy pg. 30, 2nd paragraph, last sentence) we will need to require that ... [1]

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Beginning June 1, *(Reviewer's Note: June 1 is consistent with Washington reporting requirements, not locked into it)* 2012 and by June 1 every year thereafter, «Customer Name» shall provide BPA with the following:

(i) Updated information on renewable resources currently under contract or owned by «Customer Name». Such information shall include: project name, fuel type(s), location, date contract signed, project energization date, capacity, capacity factor, remaining term of purchase (or if direct ownership remaining life of the project), and the percentage of output dedicated to «Customer Name»'s loads for the forthcoming Fiscal Year

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The parties shall provide each other with any information that is reasonably required to administer this Agreement. This includes scheduling and metering information that is reasonably necessary to prepare power bills, resolve billing disputes, and administer transfer service. «Customer Name» shall also provide BPA with:

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. In addition, customers who are required to report under the Washington State Energy Independence Act 19.285 RCW (or similar reporting requirements imposed by other laws or regulations) shall provide BPA with a copy of their annual renewable energy report as prepared for the Washington State Department of Trade and Economic Development or comparable agencies for other states. ¶

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section any data requirements related to calculation of HWMs, Net Requirements, annual reports, etc.

(4) **Confidentiality** *(11/27/07 Version)*

Before «Customer Name» provides information that is subject to a privilege of confidentiality or nondisclosure to BPA, «Customer Name» shall clearly mark 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 will limit the use and dissemination of confidential information within BPA to employees who need it for purposes of administering this Agreement.

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BPA may release information provided by

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