***CONFORMED BLOCK MASTER TEMPLATE   
(06.26.2023)***

**CONFORMED COPY**

This Conformed Copy of the Agreement incorporates Amendment No. 1 (Clean-up Amendment) and all non-customer specific exhibit revisions prior to June 2023.

**Disclaimer:** *This conformed copy of the Block Master Template is provided as a convenience and is not intended to replace the original agreement, amendments or exhibit revisions executed between BPA and its individual customers. While BPA has attempted to make this conformed copy as accurate as possible, it may not reflect all amendments and revisions. Customers are advised to review the terms of their own originally signed agreement, amendments and exhibit revisions.*

Contract No. «##PB»-«#####»

**DRAFT** 6/26/2023 8:02 AM

*{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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*Option 1: Include for customers not served by Transfer Service*

**Exhibit G This Exhibit Intentionally Left Blank**

*END Option 1*

*Option 2: Include for customers served by Transfer Service*

**Exhibit G Principles of Non-Federal Transfer Service**

*END Option 2*

**Exhibit H Renewable Energy Certificates and Carbon Attributes**

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

«Customer Name»’s current power sales agreement (Contract No. «##PB»‑«#####») continues through September 30, 2011, and will be replaced by this Agreement on October 1, 2011.

BPA has functionally separated its organization in order to separate the administration and decision-making activities of 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 administrative activities that are jointly performed.

BPA is authorized to market federal power to qualified entities that are 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 eligible customers for the sale and purchase of federal power to serve their retail consumer load in the Region that is not met by the customer’s use of its non-federal resources.

BPA has proposed the adoption of a tiered rate pricing methodology for federal power sold to meet BPA’s obligations under section 5(b) of the Northwest Power Act to eligible customers, in order to provide more efficient pricing signals and encourage the timely development of regional power resource infrastructure to meet regional consumer loads under this Agreement.

To effect that purpose, in this Agreement BPA establishes a Contract High Water Mark for «Customer Name» that will define the amounts of power «Customer Name» may purchase from BPA at the Tier 1 Rate, as defined in BPA’s Tiered Rate Methodology.

The Parties agree:

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

**1. TERM*(08/15/08 Version)***

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2028. Performance by BPA and «Customer Name» shall commence on October 1, 2011, 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*(09/08/08 Version)***

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2028, subject to approval of the United States Department of Agriculture Rural Utilities Service. Performance by BPA and «Customer Name» shall commence on October 1, 2011, with the exception of those actions required prior to that date that are included in:

*END Option 2*

(1) sections 3.3 through 3.6 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, 2011, 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.

**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.

2.1 “5(b)/9(c) Policy”***(08/15/08 Version)*** means BPA’s Policy on Determining Net Requirements of Pacific Northwest Utility Customers Under sections 5(b)(1) and 9(c) of the Northwest Power Act issued May 23, 2000, and its revisions or successors.

2.2 “**7(i) Process**”***(07/21/09 Version)*** means a public process conducted, pursuant to section 7(i) of the Northwest Power Act or its successor, by BPA to establish rates for the sale of power and other products.

2.3 “**Above-RHWM Load**”***(07/21/09 Version)*** means the forecast annual Total Retail Load, less Existing Resources, NLSLs, and the customer’s RHWM, as determined in the RHWM Process. For the Transition Period (as defined in the TRM), Above-RHWM Load will be established as described in section 4.3.2.2 of the TRM.

2.4 “Annexed Load”***(08/15/08 Version)*** means existing load, distribution system, or service territory «Customer Name» acquires after the Effective Date from another utility, by means of annexation, merger, purchase, trade, or other acquisition of rights, the acquisition of which has been authorized by a final state, regulatory or court action. The Annexed Load must be served from distribution facilities that are owned or acquired by «Customer Name».

2.5 “Average Megawatts” or “aMW”***(08/15/08 Version)*** means the amount of electric energy in megawatt‑hours (MWh) during a specified period of time divided by the number of hours in such period.

2.6 “**Balancing Authority**”***(08/15/08 Version)*** means the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.

2.7 “**Balancing Authority Area**”***(08/15/08 Version)***means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority.

2.8 “**Business Day(s)**”***(07/21/09 Version)*** means every Monday through Friday except Federal holidays.

2.9 “Carbon Credit”***(08/15/08 Version)*** shall have the meaning as defined in section 1 of Exhibit H.

2.10 “**CHWM Contract**”***(08/15/08 Version)*** means the power sales contract between a customer and BPA that contains a Contract High Water Mark (CHWM), and under which the customer purchases power from BPA at rates established by BPA in accordance with the TRM.

2.11 “Consumer-Owned Resource”***(08/15/08 Version)*** means a Generating Resource connected to «Customer Name»’s distribution system that is owned by a retail consumer, has a nameplate capability greater than 200 kilowatts, is operated or applied to load, and is not operated occasionally or intermittently as a back-up energy source at times of maintenance or forced outage. Consumer-Owned Resource does not include a resource where the owner of the resource is a retail consumer that exists solely for the purpose of selling wholesale power and for which «Customer Name» only provides incidental service to provide energy for local use at the retail consumer’s generating plant for lighting, heat and the operation of auxiliary equipment.

2.12 “Contract Demand Quantity” or “CDQ”***(08/15/08 Version)*** shall have the meaning as defined in the TRM, the definition of which is recited in section 6.6.1.

2.13 “Contract High Water Mark” or “CHWM”***(08/15/08 Version)*** shall have the meaning as defined in the TRM, the definition of which is recited in section 6.6.1.

2.14 “Contract Resource”***(08/15/08 Version)*** means any source or amount of electric power that «Customer Name» acquires from an identified or unidentified electricity-producing unit or units by contract purchase, and for which the amount received by «Customer Name» does not depend on the actual production from an identified Generating Resource.

2.15 “Dedicated Resource”***(08/15/08 Version)*** means a Specified Resource or an Unspecified Resource Amount listed in Exhibit A that «Customer Name» is required by statute to provide or obligates itself to provide under this Agreement for use to serve its Total Retail Load.

2.16 “Diurnal”***(08/15/08 Version)*** means the division of hours within a month between Heavy Load Hours (HLH) and Light Load Hours (LLH).

*Option: Include the following definition if customer chooses a Tier 1 block shaped to its net requirement up to 60% HLH within each month in section 1.2.2 of Exhibit C. If customer does not choose this option, delete the following definition and type “Intentionally Left Blank”.*

2.17 “Diurnal Shaping Factors”***(08/15/08 Version)*** shall have the meaning as defined in section 1.2.2 of Exhibit C.

*End Option.*

2.18 “**Diurnal Flattening Service**” or “DFS”***(07/21/09 Version)*** means a service that makes a resource that is variable or intermittent, or that portion of such resource that is variable or intermittent, equivalent to a resource that is flat within each Monthly/Diurnal period, as defined in the TRM.

2.19 “Due Date”***(09/08/08 Version)*** shall have the meaning as described in section 16.2.

2.20 “Effective Date”***(09/08/08 Version)*** means the date on which this Agreement has been signed by «Customer Name» and BPA.

2.21 “Environmental Attributes”***(12/13/13 Version)*** shall have the meaning as defined in section 1 of Exhibit H.

2.22 “Environmentally Preferred Power RECS” or “EPP RECs”***(09/08/08 Version)*** shall have the meaning as defined in section 1 of Exhibit H.

2.23 “Existing Resource”***(09/08/08 Version)*** means a Specified Resource listed in section 2 of Exhibit A that «Customer Name» was obligated by contract or statute to use to serve «Customer Name»’s Total Retail Load prior to October 1, 2006.

2.24 “FERC”***(09/08/08 Version)*** means the Federal Energy Regulatory Commission, or its successor.

2.25 “Firm Requirements Power”***(09/08/08 Version)*** means federal power that BPA sells under this Agreement and makes continuously available to «Customer Name» to meet BPA’s obligations to «Customer Name» under section 5(b) of the Northwest Power Act.

2.26 “**Fiscal Year**” or “FY”***(09/08/08 Version)*** means the period beginning each October 1 and ending the following September 30.

2.27 “**Forced Outage Reserve Service**” or “FORS”***(07/21/09 Version)*** means a service that provides an agreed-to amount of capacity and energy to load during the forced outages of a qualifying resource.

2.28 “Forecast Year”***(09/08/08 Version)*** means the Fiscal Year ending one full year prior to the commencement of a Rate Period.

2.29 “Generating Resource”***(09/08/08 Version)*** means any source or amount of electric power from an identified electricity-producing unit, and for which the amount of power received by «Customer Name» or «Customer Name»’s retail consumer is determined by the power produced from such identified electricity-producing unit. Such unit may be owned by «Customer Name» or «Customer Name»’s retail consumer in whole or in part, or all or any part of the output from such unit may be owned for a defined period by contract.

2.30 “Heavy Load Hours (HLH)”***(09/08/08 Version)*** means hours ending 0700 through 2200 hours Pacific Prevailing Time (PPT), Monday through Saturday, excluding holidays as designated by the North American Electric Reliability Corporation (NERC). BPA may update this definition as necessary to conform to standards of the Western Electricity Coordinating Council (WECC), North American Energy Standards Board (NAESB), or NERC.

2.31 “Integrated Network Segment”***(09/08/08 Version)*** shall have the meaning as defined in section 14.1.

2.32 “Interchange Points”***(09/08/08 Version)*** means the points where Balancing Authority Areas interconnect and at which the interchange of energy between Balancing Authority Areas is monitored and measured.

2.33 “Issue Date”***(09/08/08 Version)*** shall have the meaning as described in section 16.1.

2.34 “Light Load Hours (LLH)”***(09/08/08 Version)*** means: (1) hours ending 0100 through 0600 and 2300 through 2400 hours PPT, Monday through Saturday, and (2) all hours on Sundays and holidays as designated by NERC. BPA may update this definition as necessary to conform to standards of the WECC, NAESB, or NERC.

*Option: Include the following definition if customer chooses a Tier 1 block shaped to its monthly net requirement in section 1.2 of Exhibit C. If customer does not choose this option, delete the following definition and type “Intentionally Left Blank”.*

2.35 “Monthly Shaping Factors”***(09/08/08 Version)*** shall have the meaning as defined in section 1.2.1 of Exhibit C.

*End Option*

2.36 “Net Requirement”***(09/08/08 Version)*** means the amount of federal power that «Customer Name» is entitled to purchase from BPA to serve its Total Retail Load minus amounts of «Customer Name»’s Dedicated Resources shown in Exhibit A, as determined consistent with section 5(b)(1) of the Northwest Power Act.

2.37 “New Large Single Load” or “NLSL”***(09/08/08 Version)*** has the meaning specified in section 3(13) of the Northwest Power Act and in BPA’s NLSL policy.

2.38 “New Resource”***(09/08/08 Version)*** means (1) a Specified Resource listed in section 2 of Exhibit A that «Customer Name» was or is first obligated by contract, or was or is obligated by statute, to use to serve «Customer Name»’s Total Retail Load after September 30, 2006, and (2) any Unspecified Resource Amounts listed in Exhibit A.

2.39 “Northwest Power Act”***(09/08/08 Version)*** means the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §839, Public Law No. 96‑501, as amended.

2.40 “Notice Deadlines”***(09/08/08 Version)*** means the dates established in section 9.1.1.

2.41 “Onsite Consumer Load”***(09/08/08 Version)*** means the electric load of an identified retail consumer of «Customer Name» that is directly interconnected or electrically interconnected on the same portion of «Customer Name»’s distribution system with a Consumer-Owned Resource of that same identified retail consumer such that no transmission schedule is needed to deliver the generation from the Consumer-Owned Resource to the consumer load.

2.42 “Operating Year”***(09/08/08 Version)*** means the period, beginning each August 1 and ending the following July 31, that is designated under the Pacific Northwest Coordination Agreement (PNCA) for resource planning and operational purposes.

2.43 “Pacific Northwest Coordination Agreement” or “PNCA”***(09/08/08 Version)*** means Contract No. 97PB-10130, as such agreement may be amended or replaced, among BPA, the U.S. Army Corps of Engineers, the Bureau of Reclamation, and certain generating utilities in the Region that sets forth the terms and conditions for the coordinated operation of generating resources in the Region.

2.44 “Point of Delivery” or “POD”***(09/08/08 Version)*** means the point where power is transferred from a transmission provider to «Customer Name».

2.45 “Point of Metering” or “POM”***(09/08/08 Version)*** means the point at which power is measured.

2.46 “Power Services”***(09/08/08 Version)*** means the organization, or its successor organization, within BPA that is responsible for the management and sale of Federal power.

2.47 “Preliminary Net Requirement”***(09/08/08 Version)*** shall have the meaning as defined in section 10.1.

2.48 “Primary Points of Receipt”***(09/08/08 Version)*** shall have the meaning as defined in section 14.1.

2.49 “Purchase Periods”***(09/08/08 Version)*** means the time periods established in section 9.1.1.

2.50 “Rate Case Year”***(09/08/08 Version)*** means the Fiscal Year ending prior to the commencement of a Rate Period. The Rate Case Year immediately follows the Forecast Year and is the year in which the 7(i) Process for the next Rate Period is conducted.

2.51 “**Rate Period**”***(09/08/08 Version)*** means the period of time during which a specific set of rates established by BPA pursuant to the TRM is intended to remain in effect.

2.52 “Rate Period High Water Mark” or “RHWM”***(09/08/08 Version)*** shall have the meaning as defined in the TRM, the definition of which is recited in section 6.6.1.

2.53 “Region”***(09/08/08 Version)*** means the Pacific Northwest as defined in section 3(14) of the Northwest Power Act.

2.54 “Renewable Energy Certificates” or “RECs”***(09/08/08 Version)*** shall have the meaning as defined in section 1 of Exhibit H.

2.55 “Resource Support Services” or “RSS”***(12/13/13 Version)*** means the Diurnal Flattening Service and Forced Outage Reserve Service BPA provides to support resources that are renewable resources and are Specified Resources used to serve Total Retail Load after September 30, 2006, and may in the future include other related services that are priced in the applicable 7(i) Process consistent with the TRM.

2.56 “Scheduling Points of Receipt”***(09/08/08 Version)*** shall have the meaning as defined in section 14.1.

2.57 “Shaping Capacity”***(12/13/13 Version)*** is as established in section 1.4 of Exhibit C, when applicable.

2.58 “Specified Resource”***(09/08/08 Version)*** means a Generating Resource or Contract Resource that has a nameplate capability or maximum hourly purchase amount greater than 200 kilowatts, that «Customer Name» is required by statute or has agreed to use to serve its Total Retail Load. Each such resource is identified as a specific Generating Resource or as a specific Contract Resource with identified parties and is listed in sections 2 and 4 of Exhibit A.

2.59 “Statement of Intent”***(09/08/08 Version)*** shall have the meaning as defined in section 2.3 of Exhibit C.

2.60 “Surplus Firm Power”***(09/08/08 Version)*** means firm power that is in excess of BPA’s obligations, including those incurred under sections 5(b), 5(c), and 5(d) of the Northwest Power Act, as available.

2.61 “Third Party Transmission Provider”***(09/08/08 Version)*** means a transmission provider other than BPA that delivers power to «Customer Name».

2.62 “Tier 1 Rate”***(09/08/08 Version)*** means the Tier 1 Rate as defined in the TRM.

2.63 “Tier 1 RECs”***(09/08/08 Version)*** shall have the meaning as defined in section 1 of Exhibit H.

2.64 “**Tier 2 Cost Pools**”***(12/13/13 Version)*** means all of the Cost Pools to which Tier 2 Costs will be allocated by BPA.

2.65 “Tier 2 Load Growth Rate”***(09/08/08 Version)*** means a Tier 2 Rate at which Load Following customers may elect to purchase Firm Requirements Power in accordance with section 2.2 of Exhibit C.

2.66 “Tier 2 Rate”***(09/08/08 Version)*** means the Tier 2 Rate as defined in the TRM.

2.67 “Tier 2 RECs”***(09/08/08 Version)*** shall have the meaning as defined in section 1 of Exhibit H.

2.68 “Tier 2 Short-Term Rate”***(09/08/08 Version)*** means a Tier 2 Rate at which customers may elect to purchase Firm Requirements Power in accordance with section 2.4 of Exhibit C.

2.69 “Tier 2 Vintage Rate”***(09/08/08 Version)*** means a Tier 2 Rate at which customers may elect to purchase Firm Requirements Power in accordance with section 2.3 of Exhibit C.

2.70 “Tiered Rate Methodology” or “TRM”***(09/08/08 Version)*** means the long-term methodology established by BPA in a Northwest Power Act section 7(i) hearing as the Tiered Rate Methodology to implement the Policy (as defined in the TRM) construct of tiering BPA’s Priority Firm Power rates for serving load under CHWM Contracts.

2.71 “Total Retail Load”***(09/08/08 Version)*** means all retail electric power consumption, including electric system losses, within «Customer Name»’s electrical system excluding:

(1) those loads BPA and «Customer Name» have agreed are nonfirm or interruptible loads,

(2) transfer loads of other utilities served by «Customer Name», and

(3) any loads not on «Customer Name»’s electrical system or not within «Customer Name»’s service territory, unless specifically agreed to by BPA.

2.72 “Transfer Service”***(09/08/08 Version)*** means the transmission, distribution and other services provided by a Third Party Transmission Provider to deliver electric energy and capacity over its transmission system.

2.73 “Transmission Services”***(09/08/08 Version)*** means the organization, or its successor organization, within BPA that is responsible for the management and sale of transmission service on the Federal Columbia River Transmission System.

2.74 “Uncontrollable Force”***(09/08/08 Version)*** shall have the meaning as defined in section 21.

2.75 “Unspecified Resource Amount”***(09/08/08 Version)*** means an amount of firm energy, listed in sections 3 and 4 of Exhibit A, that «Customer Name» has agreed to supply and use to serve its Total Retail Load. Such amount is not attributed to a Specified Resource.

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

**3. BLOCK POWER PURCHASE OBLIGATION WITHOUT SHAPING CAPACITY*(09/08/08 Version)***

3.1 **Purchase Obligation**

From October 1, 2011, and continuing through September 30, 2028, BPA shall sell and make available, and «Customer Name» shall purchase, Firm Requirements Power each hour in specific amounts to serve «Customer Name»’s forecasted Net Requirement, as listed in Exhibit A. The annual, monthly, and Diurnal amounts of Firm Requirements Power priced at Tier 1 Rates and Tier 2 Rates are listed in Exhibit C.

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

*End Option 1*

*Option 2: Include if customer chooses* ***Shaping Capacity****:*

**3. BLOCK POWER PURCHASE OBLIGATION WITH SHAPING CAPACITY *(09/08/08 Version)***

3.1 **Purchase Obligation**

From October 1, 2011, and continuing through September 30, 2028, BPA shall sell and make available, and «Customer Name» shall purchase, Firm Requirements Power each hour in specific amounts, including Shaping Capacity in accordance with section 1.4 of Exhibit C, to serve «Customer Name»’s forecasted Net Requirement, as listed in Exhibit A. The annual, monthly, and Diurnal amounts of Firm Requirements Power priced at Tier 1 Rates and Tier 2 Rates are listed in Exhibit C.

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

*End Option 2*

3.2 **Take or Pay*(12/13/13 Version)***

«Customer Name» shall pay for the amount of Firm Requirements Power it has committed to purchase and that BPA makes available under section 3.1, at the rates BPA establishes in a 7(i) Process in accordance with the TRM, as applicable to such power, whether or not «Customer Name» took actual delivery of such power.

3.3 **Application of** **Dedicated Resources**

«Customer Name» agrees to 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 shall be listed in section 2.1 of Exhibit A,

(2) Specified Resources that are Contract Resources shall be listed in section 2.2 of Exhibit A, and

(3) Unspecified Resource Amounts shall be listed in section 3.1 of Exhibit A.

«Customer Name» shall use its Dedicated Resources to serve its Total Retail Load, and specify amounts of its Dedicated Resources in the tables shown in Exhibit A, as stated below for each specific resource and type.

3.3.1 **Specified Resources**

3.3.1.1 **Application of Specified Resources**

«Customer Name» shall use the output of all Specified Resources, listed in section 2 of Exhibit A, to serve «Customer Name»’s Total Retail Load. BPA shall determine «Customer Name»’s Net Requirement, using the amounts listed in the then current Exhibit A for each Fiscal Year. The amounts listed are not intended to interfere with «Customer Name»’s operation of its Specified Resources.

3.3.1.2 **Determining Specified Resource Amounts*(07/21/09 Version)***

«Customer Name» shall state, for each Specified Resource listed in section 2 of Exhibit A, firm energy amounts for each Diurnal period for each month beginning with the later of the date the resource was dedicated to load or October 1, 2011, through the earlier of the date the resource will be permanently removed or September 30, 2028. BPA in consultation with «Customer Name» shall determine the firm energy amounts for each Diurnal period for each month for each Specified Resource consistent with the 5(b)/9(c) Policy. BPA shall incorporate the peak amounts for each month for each Specified Resource listed in section 2 of Exhibit A consistent with section 3.4.

3.3.2 **Unspecified Resource Amounts**

3.3.2.1 **Application of Unspecified Resource Amounts**

To serve Above-RHWM Load that «Customer Name» commits to meet with Dedicated Resources in Exhibit C, «Customer Name» shall provide and use Unspecified Resource Amounts to meet any amounts not met with its Specified Resources, listed in section 2 of Exhibit A.

3.3.2.2 **Determining Unspecified Resource Amounts**

By September 15, 2011, and by each September 15 thereafter, the Parties shall calculate, and BPA shall fill in the tables in section 3.1 of Exhibit A with, «Customer Name»’s Unspecified Resource Amounts for the upcoming Fiscal Year. Upon termination or expiration of this Agreement any Unspecified Resource Amounts listed in Exhibit A shall expire, and «Customer Name» shall have no further obligation to apply Unspecified Resource Amounts.

3.4 **Peak Amount Methodologies*(10/17/08 Version)***

3.4.1 **Standard for Calculating Resource Peak Amounts**

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

3.4.2 **Method for Determining Peak Energy Amounts**

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

3.4.3 **Process for Modifying Peak Amounts**

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

3.5 **Changes to Dedicated Resources**

3.5.1 **Specified Resource Additions to Meet Above-RHWM Load**

By written notice to BPA, «Customer Name» may elect to add Specified Resources to section 2 of Exhibit A to meet any obligations «Customer Name» may have in Exhibit C to serve its Above-RHWM Load with Dedicated Resources. «Customer Name» shall determine amounts for such Specified Resources in accordance with section 3.3.1.2 by June 30, 2011, and by June 30 of each Fiscal Year thereafter. BPA shall revise Exhibit A consistent with «Customer Name»’s elections.

3.5.2 **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.

3.5.3 **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 Unspecified Resource Amounts to section 3.2 of Exhibit A in the amount and for the duration of such decrement.

3.5.4 **Temporary Resource Removal**

By September 15, 2011, and by September 15 of each Fiscal Year thereafter, BPA shall revise «Customer Name»’s Dedicated Resource amounts listed in the tables of Exhibit A consistent with «Customer Name»’s resource removal elections made in accordance with section 10.

3.5.5 **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.

3.5.6 **Resource Additions for Annexed Loads*(12/13/13 Version)***

If «Customer Name» acquires an Annexed Load after the Effective Date, «Customer Name» shall add Dedicated Resources to Exhibit A to serve amounts of such load for which «Customer Name» did not receive a CHWM addition pursuant to section 1.2.2 of Exhibit B. «Customer Name» shall serve such load with Dedicated Resources for the remainder of the Purchase Period during which «Customer Name» acquires such load. «Customer Name» may only purchase Firm Requirements Power at Tier 2 Rates to serve such Annexed Load amounts, if «Customer Name» has provided BPA with its election by a Notice Deadline for such power purchase at Tier 2 during the corresponding Purchase Period.

3.5.7 **Resource Additions/Removals for NLSLs**

3.5.7.1 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 an NLSL in «Customer Name»’s service territory.

3.5.7.2 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, 2028. «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.

3.5.8 **PURPA Resources*(07/21/09 Version)***

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.

3.6 **Consumer-Owned Resources*(07/21/09 Version)***

Except for any Consumer-Owned Resources serving an NLSL, which «Customer Name» has applied to load consistent with section 23.3.7, «Customer Name» shall apply the output of the 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 Onsite 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 Onsite Consumer Load. «Customer Name» shall make such designation to BPA in writing within 120 days of the first production of energy by 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 Onsite Consumer Load in section 7.1 of Exhibit A, Consumer-Owned Resources not serving Onsite Consumer Load in section 7.2 of Exhibit A, and Consumer-Owned Resources serving both Onsite Consumer Load and load other than Onsite Consumer Load in section 7.3 of Exhibit A.

3.6.3 **Application of Consumer-Owned Resources Serving Onsite Consumer Load*(07/21/09 Version)***

Power generated from Consumer-Owned Resources listed in section 7.1 of Exhibit A shall serve the Onsite Consumer Load. «Customer Name» shall receive no compensation from BPA for excess power generated on any hour from such resources.

3.6.4 **Application of Consumer-Owned Resources Serving Load Other than Onsite Consumer Load**

«Customer Name» shall ensure that power generated from Consumer-Owned Resources listed in section 7.2 of Exhibit A is scheduled for delivery and either: (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 Onsite Consumer Load and Load Other than Onsite Consumer Load**

If «Customer Name» designates a Consumer-Owned Resource to serve both Onsite Consumer Load and load other than Onsite Consumer Load then «Customer Name» shall select either Option A or Option B below.

3.6.5.1 **Option A: Maximum Amounts Serving Onsite 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 Onsite 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 Onsite Consumer Load is less than the specified maximum hourly amounts, all such Onsite 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 Onsite Consumer Load in excess of the specified maximum hourly amounts shall be served with Firm Requirements Power. Any power generated from the identified Consumer-Owned Resource in excess of the specified maximum hourly amounts shall be applied to load other than Onsite Consumer Load in accordance with section 3.6.4.

3.6.5.2 **Option B: Maximum BPA-Served Onsite 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 Onsite 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 Onsite Consumer Load is less than the specified maximum hourly amounts, all such Onsite Consumer Load shall be served with Firm Requirements Power. «Customer Name» shall serve any hourly amounts of the identified Onsite 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 Onsite Consumer Load shall be applied to load other than Onsite 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.

**4. THIS SECTION INTENTIONALLY LEFT BLANK*(08/15/08 Version)***

**5. THIS SECTION INTENTIONALLY LEFT BLANK*(08/15/08 Version)***

**6. TIERED RATE METHODOLOGY*(07/21/09 Version)***

6.1 BPA has proposed the TRM to FERC for either confirmation and approval for a period of 20 years (through September 30, 2028) or a declaratory order that the TRM meets cost recovery standards. The then-effective TRM shall apply in accordance with its terms and shall govern BPA’s establishment, review and revision pursuant to section 7(i) of the Northwest Power Act, of all rates for power sold under this Agreement.

6.2 In the event that FERC approves the TRM for a period less than through September 30, 2028, or issues a declaratory order that the TRM meets cost recovery standards for a period less than through September 30, 2028, BPA shall, before the approved period of the TRM expires: (1) propose continuation of the TRM in a hearing conducted pursuant to section 7(i) of the Northwest Power Act or its successor; and then (2) resubmit the TRM to FERC for approval or declaratory affirmation of cost recovery standards through September 30, 2028.

6.3 The recitation of language from the TRM in this Agreement is not intended to incorporate such language into this Agreement. The TRM’s language may be revised, but only in accordance with the requirements of TRM sections 12 and 13. If language of the TRM is revised, then any such language recited in this Agreement shall be modified accordingly, and the Amendment process of section 24.1 shall not apply to any such modifications.

6.4 Any disputes over the meaning of the TRM or rates or whether the Administrator is correctly implementing the TRM or rates, including but not limited to matters of whether the Administrator is correctly interpreting, applying, and otherwise adhering or conforming to the TRM or rate, shall (1) be resolved pursuant to any applicable procedures set forth in the TRM; (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 9(e)(5) of the Northwest Power Act of the rates or rate matters determined in such section 7(i) proceeding (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, be reviewable as a final action 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 TRM, or any BPA repudiation of its obligation here and under the TRM to revise the TRM only in accordance with the TRM sections 12 and 13 procedures for revision, 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 TRM 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 TRM means or requires and BPA thereafter persists in its prior position.

6.5 BPA shall not publish a Federal Register Notice regarding BPA rates or the TRM 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 TRM 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.

6.6 The TRM established by BPA as of the Effective Date includes, among other things, the following:

6.6.1 Definitions (from Definitions section of the TRM):

“**Contract High Water Mark**” or “**CHWM**” means the amount (expressed in Average Megawatts), computed for each customer in accordance with section 4 of the TRM. For each customer with a CHWM Contract, the CHWM is used to calculate each customer’s RHWM in the RHWM Process for each applicable Rate Period. The CHWM Contract specifies the CHWM for each customer.

“**Rate Period High Water Mark**” or “**RHWM**” means the amount, calculated by BPA in each RHWM Process (as defined in the TRM) pursuant to the formula in section 4.2.1 of the TRM and expressed in Average Megawatts, that BPA establishes for each customer based on the customer’s CHWM and the RHWM Tier 1 System Capability (as defined in the TRM). The maximum planned amount of power a customer may purchase under Tier 1 Rates each Fiscal Year of the Rate Period is equal to the RHWM for Load Following customers and the lesser of RHWM or Annual Net Requirement for Block and Slice/Block customers.

“**Contract Demand Quantity**” or “**CDQ**” means the monthly quantity of demand (expressed in kilowatts) included in each customer’s CHWM Contract that is subtracted from the Customer System Peak (as defined in the TRM) as part of the process of determining the customer’s Demand Charge Billing Determinant (as defined in the TRM), as calculated in accordance with section 5.3.5 of the TRM.

6.6.2 Rate Period High Water Mark Calculation (from section 4.2.1 of the TRM)***(07/21/09 Version)***:

Expressed as a formula, the RHWM will be calculated by BPA for each customer as follows:

|  |  |  |
| --- | --- | --- |
| *RHWM* = | *CHWM* | × *T1SC* |
| Σ*CHWM* |

where:

*RHWM* = Rate Period High Water Mark, expressed in Average Megawatts

*CHWM* = Contract High Water Mark

*ΣCHWM* = sum of all Publics’ (as defined in the TRM) Contract High Water Marks, including those for Publics without a CHWM Contract

*T1SC* = forecast RHWM Tier 1 System Capability (as defined in the TRM), averaged for the Rate Period

**7. HIGH WATER MARKS AND CONTRACT DEMAND QUANTITIES**

7.1 **Contract High Water Mark (CHWM)*(07/21/09 Version)***

BPA shall establish «Customer Name»’s CHWM in the manner defined in section 4.1 of the TRM. «Customer Name»’s CHWM and the circumstances under which it can change are stated in Exhibit B.

7.2 **Rate Period High Water Mark (RHWM)**

«Customer Name»’s CHWM shall also be «Customer Name»’s RHWM for FY 2012 and FY 2013. BPA shall establish «Customer Name»’s RHWM for the next Rate Period by September 30, 2012, and for subsequent Rate Periods by September 30 of each Forecast Year thereafter. BPA shall establish «Customer Name»’s RHWM in the manner defined in section 4.2 of the TRM that was current as of the Effective Date.

7.3 **Contract Demand Quantities (CDQs)**

BPA shall establish «Customer Name»’s CDQs pursuant to the TRM. «Customer Name»’s CDQs are listed in Exhibit B.

**8. APPLICABLE RATES*(08/15/08 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 under this Agreement are subject to BPA’s Wholesale Power Rate Schedules, established in accordance with the TRM, as applicable, and its GRSPs (or their successors).

8.1 **Priority Firm Power (PF) Rates**

BPA shall establish its PF power rates that apply to purchases under this Agreement pursuant to section 7 of the Northwest Power Act, and in accordance with the TRM. BPA shall establish PF power rates that include rate schedules for purchase amounts at Tier 1 Rates and purchase amounts at Tier 2 Rates. «Customer Name»’s purchase of Firm Requirements Power shall be priced as follows:

(1) Subject to «Customer Name»’s Net Requirement, all amounts of «Customer Name»’s planned annual purchase of Firm Requirements Power that are equal to or less than «Customer Name»’s RHWM shall be priced at Tier 1 Rates.

(2) Subject to «Customer Name»’s Net Requirement, all amounts of «Customer Name»’s planned annual purchase of Firm Requirements Power that are above «Customer Name»’s RHWM shall be priced at Tier 2 Rates elected by «Customer Name» in section 2 of Exhibit C.

8.2 **New Resource Firm Power (NR) Rate*(12/13/13 Version)***

Pursuant to sections 23.3.6 and 23.3.7, «Customer Name» agrees to serve NLSLs with Dedicated Resources or Consumer-Owned Resources listed in section 4 or 7.4, respectively, of Exhibit A.

8.3 **Firm Power Products and Services (FPS) Rate**

Services sold under this Agreement to «Customer Name» at the FPS rate, if any, are listed in Exhibit D.

8.4 **Additional Charges**

«Customer Name» may incur additional charges or penalty charges as established in the Wholesale Power Rate Schedules and GRSPs, including the Unauthorized Increase Charge and the Resource Shaping Charge, or their successors.

**9. ELECTIONS TO PURCHASE POWER PRICED AT TIER 2 RATES*(08/15/08 Version)***

9.1 **Determination and Notice to Serve Above-RHWM Load*(08/15/08 Version)***

«Customer Name» shall determine and provide notice, as described below, to BPA whether «Customer Name» shall serve its Above-RHWM Load that is greater than or equal to 8,760 megawatt‑hours with either: (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). «Customer Name» shall make such determination and provide such notice as follows:

9.1.1 **Notice Deadlines and Purchase Periods**

Notice Deadlines and corresponding Purchase Periods are as follows:

| **Notice Deadline** |  | **Purchase Period** |
| --- | --- | --- |
| November 1, 2009 | For | FY 2012 – FY 2014 |
| September 30, 2011 | For | FY 2015 – FY 2019 |
| September 30, 2016 | For | FY 2020 – FY 2024 |
| September 30, 2021 | For | FY 2025 – FY 2028 |

9.1.2 **Elections to Purchase at Tier 2 Rates**

By each Notice Deadline, «Customer Name» shall elect in writing to purchase, or not to purchase, Firm Requirements Power at Tier 2 Rates for at least the upcoming Purchase Period. If «Customer Name» elects to purchase Firm Requirements Power at Tier 2 Rates, then «Customer Name» shall make such election pursuant to sections 2.2 through 2.4 of Exhibit C. BPA shall update Exhibit C to state «Customer Name»’s Tier 2 Rate purchase elections.

9.1.3 **Elections Not to Purchase at Tier 2 Rates**

If «Customer Name» elects under section 9.1.2 not to purchase Firm Requirements Power at Tier 2 Rates to serve Above-RHWM Load for a Purchase Period, BPA shall update section 2.1 of Exhibit C to indicate such election. Such election shall not eliminate any existing obligation that extends into the Purchase Period or beyond to purchase Firm Requirements Power at Tier 2 Rates.

9.1.4 **Failure to Make an Election**

If «Customer Name» makes no election by a Notice Deadline in section 9.1.1 for the corresponding Purchase Period, «Customer Name» shall be deemed to have elected not to purchase Firm Requirements Power at Tier 2 Rates to serve Above-RHWM Load, except for any existing obligation to purchase such power that extends into the Purchase Period or beyond.

9.2 **Tier 2 Rate Alternatives**

Subject to the requirements of this section 9 and those stated in Exhibit C, «Customer Name» shall have the right to purchase Firm Requirements Power at Tier 2 Vintage Rates and Tier 2 Short-Term Rates.

9.3 **Flat Block**

Amounts of Firm Requirements Power priced 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*(10/17/08 Version)***

For the purpose of this section 10, any Dedicated Resources added to Exhibit A pursuant to section 3.5.3 or 3.5.7 do not have temporary resource removal or remarketing rights under this section. In addition, any Dedicated Resource amounts or amounts purchased at a Tier 2 Rate that would otherwise be made eligible for removal or remarketing due to the addition of resources under section 3.5.3 do not have temporary resource removal or remarketing rights under this section.

10.1 **Definition of Preliminary Net Requirement**

“Preliminary Net Requirement” means BPA’s forecast of «Customer Name»’s Net Requirement for each Fiscal Year prior to the removal of any resources in accordance with this section 10.

10.2 **Resource Removal and Remarketing of Tier 2 Purchase Amounts – First Fiscal Year of Each Rate Period**

If «Customer Name»’s Preliminary Net Requirement for the first Fiscal Year of an upcoming Rate Period is less than the sum of: (1) «Customer Name»’s RHWM, and (2) «Customer Name»’s Tier 2 Rate purchase amounts, as stated in Exhibit C, then Tier 2 remarketing and removal of New Resources shall apply for such year to the extent necessary to comply with section 10.4. If such remarketing and removal of New Resources applies, then by August 31 of the applicable Rate Case Year, «Customer Name» may notify BPA of the order and associated amounts of «Customer Name»’s Tier 2 Rate purchase amounts that BPA shall remarket and the New Resources «Customer Name» shall remove for the upcoming Fiscal Year. If compliance with the requirements of section 10.4 would cause «Customer Name» to remove part or all of any New Resource that «Customer Name» uses to fulfill a state or federal renewable resource standard or other comparable legal obligation, then «Customer Name» shall have the right to substitute its right to remove New Resources for the same amount of Existing Resources to the extent necessary to comply with section 10.4, provided that the hourly, monthly, and Diurnal amounts so 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.

If «Customer Name» does not provide BPA with such timely notice in accordance with the preceding paragraph, then BPA shall determine the order and associated amounts of Tier 2 remarketing and removal of New Resources to the extent necessary to comply with section 10.4.

10.3 **Resource Removal and Remarketing of Tier 2 Purchase Amounts – Subsequent Fiscal Years of Each Rate Period**

For each subsequent Fiscal Year of each Rate Period, the process established in section 10.2 shall also apply, and after BPA remarkets all Tier 2 Rate purchase amounts and «Customer Name» removes all amounts of its New Resources, then Existing Resources are eligible for resource removal to the extent necessary to comply with section 10.5. By August 31 prior to the applicable Fiscal Year, «Customer Name» may notify BPA of the order and associated amounts of Existing Resource removal for the upcoming Fiscal Year.

If «Customer Name» does not provide BPA with such timely notice, then BPA shall determine the order of and associated amounts of Existing Resource removal for the upcoming Fiscal Year.

10.4 **Extent of Removal for the First Fiscal Year of Each Rate Period**

Tier 2 remarketing and resource removal pursuant to section 10.2 shall apply until:

(1) the remarketed Tier 2 Rate purchase amounts plus the removed New Resource amounts equal the amount by which «Customer Name»’s Tier 2 Rate purchase amounts plus its RHWM exceed its Preliminary Net Requirement, or

(2) all of «Customer Name»’s Tier 2 Rate purchase amounts are remarketed and all of its New Resources are removed.

10.5 **Extent of Removal for Subsequent Fiscal Years of Each Rate Period**

For each subsequent Fiscal Year of a Rate Period, Tier 2 remarketing and resource removal pursuant to section 10.3 shall apply as stated in section 10.4. In addition, if «Customer Name»’s Preliminary Net Requirement for the applicable subsequent Fiscal Year of a Rate Period is lower than «Customer Name»’s Preliminary Net Requirement for the first Fiscal Year of the same Rate Period, then resource removal shall apply to «Customer Name»’s Existing Resources. As long as «Customer Name» has Existing Resources to remove, the amount of such removal shall equal the lesser of: (1) the remaining amount that «Customer Name»’s RHWM exceeds its Preliminary Net Requirement, or (2) the difference between «Customer Name»’s Preliminary Net Requirement for the first Fiscal Year and «Customer Name»’s Preliminary Net Requirement for the applicable subsequent Fiscal Year of the Rate Period. If «Customer Name»’s Preliminary Net Requirement for the applicable subsequent Fiscal Year of a Rate Period is greater than or equal to «Customer Name»’s Preliminary Net Requirement for the first Fiscal Year of the same Rate Period, then resource removal shall not apply to «Customer Name»’s Existing Resources.

10.6 **Partial Resource Removal**

When only a portion of a Specified Resource or Unspecified Resource Amounts is being removed pursuant to section 10.2 or 10.3, such resources shall be removed proportionally to maintain the same annual shape for the resource that «Customer Name» has established in Exhibit A.

10.7 **Rounding of Tier 2 Rate Purchase Amounts*(12/13/13 Version)***

To the extent remarketing of Tier 2 Rate purchase amounts results in an amount less than a whole Average Megawatt, BPA shall round such amount to a whole Average Megawatt.

10.8 **Remarketing of Power*(07/21/09 Version)***

Consistent with rates established under the TRM, «Customer Name» shall be subject to applicable charges or credits associated with BPA’s remarketing of purchase amounts of Firm Requirements Power at Tier 2 Rates. Except as specified in section 10.9, «Customer Name» shall be responsible for remarketing of any amounts of its Dedicated Resources, Specified or Unspecified, that are removed or reduced pursuant to this Agreement.

10.9 **Removal of Resources Taking DFS**

The following shall apply for any Dedicated Resources: (1) for which «Customer Name» is purchasing DFS under this Agreement, and (2) that are partially or entirely removed in accordance with sections 10.2 or 10.3.

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

10.9.2 BPA shall remarket the amounts of any such resources that are removed pursuant to sections 10.2 or 10.3 in the same manner BPA remarkets Tier 2 Rate purchase amounts in section 10.8. BPA shall continue to provide DFS in accordance with applicable provisions in Exhibit D to any amounts of such resources that remain after resource removal.

**11. RIGHT TO CHANGE PURCHASE OBLIGATION*(08/12/08 Version)***

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

Subject to this section 11.1, «Customer Name» shall have a one-time right to change its purchase obligation, identified in section 3, to another purchase obligation available from BPA, including *(Drafter’s Note: Delete product customer is currently purchasing)* «Load Following/Block» or Slice/Block. If «Customer Name» chooses to change its purchase obligation, then «Customer Name» shall first provide notice to BPA of its intent and then confirm its decision as established below. Any elections of Tier 2 Rate alternatives, Dedicated Resource additions, or other notices given to BPA 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 11.1.3.

11.1.1 **Notice to Change**

By May 31, 2016, «Customer Name» may provide written notice to BPA that it is requesting to change its purchase obligation effective October 1, 2019, subject to confirmation described in section 11.1.4. «Customer Name»’s notice shall state the type of service requested. If such service is the Slice/Block purchase obligation, then «Customer Name» shall state a range of Slice amounts between a specified minimum and maximum amount of Slice that «Customer Name» will accept, provided that the maximum amount of Slice shall not exceed 70% of «Customer Name»’s CHWM.

11.1.2 **Limitations Due to Peak Load Increase**

By July 31, 2016, BPA shall assess the aggregate effect of all requests to change purchase obligations on BPA’s forecast of its total monthly firm coincident peak loads in the first year the changes become effective. If the increase in this peak load in any one month exceeds 300 megawatts, then BPA may, after consulting with «Customer Name» and other customers with a CHWM Contract, do one of the following to reduce the increase in such peak load to 300 megawatts: (1) deny «Customer Name»’s request to change its purchase obligation, or (2) approve «Customer Name»’s request but defer the date on which «Customer Name»’s new purchase obligation change becomes effective.

11.1.3 **Charge to Change Purchase Obligation**

In addition to the limitations established in section 11.1.2, «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 by September 30, 2016, BPA shall determine and present «Customer Name» with 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.

11.1.4 **Change Confirmation**

Within 30 days of BPA’s presentation to «Customer Name» of the additional charges determined in section 11.1.3, «Customer Name» shall provide BPA with written notice whether it wishes to proceed with its request to change its purchase obligation. If «Customer Name» is requesting a change to the Slice/Block purchase obligation, then such confirmation constitutes agreement that «Customer Name» shall purchase an amount of Slice within «Customer Name»’s specified range of acceptable Slice amounts, if made available by BPA. If «Customer Name» does not provide BPA with such confirmation, then «Customer Name»’s existing purchase obligation identified in section 3 shall continue to apply.

11.1.5 **Slice Amount**

If «Customer Name» requests a change to a Slice/Block purchase obligation, then BPA shall determine «Customer Name»’s specific amount of Slice as follows:

(1) BPA shall determine the total amount of Slice available for purchase by all customers requesting a change to Slice/Block. Such amount shall be the sum of any unsubscribed amount of Slice as of October 1, 2011, plus any amount of Slice made available by customers switching from the Slice/Block purchase obligation.

(2) If such amount is sufficient to meet the requested maximum amount of Slice from all customers requesting a change to Slice/Block, then BPA shall provide to «Customer Name» its requested maximum amount of Slice as part of the new purchase obligation.

(3) If such amount is insufficient to meet the requested maximum amount of Slice from all customers requesting a change to Slice/Block, then BPA shall reduce individual Slice amounts of customers requesting a change to Slice/Block pro rata based on the requested maximum amount of Slice. If «Customer Name»’s individual Slice amount is below its specified minimum, then «Customer Name» shall retain its current purchase obligation.

11.1.6 **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. The amended Agreement shall be effective no later than October 1, 2019.

11.2 **This Section Intentionally Left Blank**

**12. BILLING CREDITS AND RESIDENTIAL EXCHANGE*(08/15/08 Version)***

12.1 **Billing Credits**

If «Customer Name» develops a Generating Resource 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 Limit 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 other than pursuant to Section IV(G) of BPA’s 2008 Average System Cost Methodology or its successor. «Customer Name» recognizes that the quantity of residential load will be determined in a subsequent policy or rate determination. «Customer Name»’s agreement in this section 12.2 is a material precondition to BPA offering and executing this Agreement.

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

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

**14. DELIVERY*(08/15/08 Version)***

14.1 **Definitions**

14.1.1 “Integrated Network Segment” means those facilities of the Federal Columbia River Transmission System that are required for the delivery of bulk power supplies, the costs for which are recovered through generally applicable transmission rates, and that are identified as facilities in the Integrated Network Segment, or its successor, in the BPA segmentation study for the applicable transmission rate period as determined in a hearing establishing or revising BPA’s transmission rates pursuant to section 7(i) of the Northwest Power Act.

14.1.2 “Primary Points of Receipt” means the points on the Pacific Northwest 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.

14.1.3 “Scheduling Points of Receipt” means the points on the Pacific Northwest transmission system where Firm Requirements Power is made available by Power Services to «Customer Name» for purposes of 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 delivery of 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 delivery of power from the Scheduling Points of Receipt, except as provided under section 14.6.

*End option 2*

14.2.2 «Customer Name» shall provide at least 60 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 obtain long-term firm transmission for delivery of power sold under this Agreement. If required by Transmission Services 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 a Scheduling Point 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) 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) 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.

14.3 **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 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. (\*Note: section 14.6 is over 2 pages long)*

14.6 **Delivery by Transfer**

Subject to the limitations in this section, BPA agrees to acquire and pay for Transfer Service to deliver Firm Requirements Power and Surplus Firm Power to «Customer Name»’s PODs, as listed in Exhibit E, in an amount not to exceed «Customer Name»’s Total Retail Load on an hourly basis. *[Drafter’s Note: Include the following sentence for all Transfer Service customers* ***with*** *ARTS contracts and add the ARTS contract number. Delete the following sentence for* *Transfer Service customers* ***without*** *ARTS contracts:*In the event that a conflict exists between the provisions of this Agreement and the Agreement Regarding Transfer Service (ARTS) Contract No. 05EO‑«#####», this Agreement shall govern.*]*

14.6.1 **Ancillary Services*(07/21/09 Version)***

BPA shall acquire and pay for Ancillary Services, as defined in BPA’s Open Access Transmission Tariff, needed for «Customer Name»’s Transfer Service 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 Ancillary Service(s) 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 for the Ancillary Service(s) charges to deliver power to such POD(s), at the applicable or equivalent Transmission Services Ancillary Services rate, in accordance with any applicable BPA Wholesale Power Rate Schedules or GRSPs.

14.6.2 **Low Voltage Delivery**

Low Voltage Delivery is 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 equivalent to the voltage level of the facilities excluded by Transmission Services from the Integrated Network Segment. For Low Voltage Delivery, «Customer Name» shall pay Power Services the applicable General Transfer Agreement (GTA) Delivery Charge, or its successor rate, consistent with the applicable BPA Wholesale Power Rate Schedules and GRSPs. The Parties shall list «Customer Name»’s PODs that require Low Voltage Delivery in Exhibit E.

14.6.3 **Direct Assignment Costs**

«Customer Name» shall pay BPA for all directly assigned costs, including but not limited to: facility or system studies 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. Such costs shall be consistent with Transmission Services’ “Guidelines for Direct Assignment Facilities,” and the “Final Supplemental Guidelines for Direct Assignment of Facilities Costs Incurred Under Transfer Agreements” included in BPA’s Long Term Regional Dialogue Final Policy, July 2007, or any other revision of that policy, or as established in a BPA 7(i) Process.

14.6.4 **Penalties Assessed By the Third Party Transmission Provider**

BPA has the right to directly 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. 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 for federal power deliveries to serve «Customer Name»’s Annexed Load. «Customer Name» shall provide BPA written notice of any Annexed Load acquired greater than one Average Megawatt no later than 90 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 Long Term Regional Dialogue Final Policy, July 2007, or any revision of that policy.

*Drafter’s Note: Do not delete text “Governing Law and Dispute Resolution” in section reference in this section 14.6.7*

14.6.7 **Non-Federal Deliveries**

If «Customer Name» has a non-federal resource or is acquiring a non-federal resource necessary to serve its Above-RHWM Load, and «Customer Name» has requested that BPA assist in the acquisition of transmission services for such resource, then BPA shall offer «Customer Name» a separate agreement for 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 agreement consistent with the principles of service specified in Exhibit G.

*END Option 14.6 for Transfer Service Customers.*

*Drafter’s Note: Include section 14.7 for customers served by Transfer Service with load interconnected to multiple transmission systems (This section is 2 pages long):*

14.7 **Delivery of New Resources Over Multiple Transmission Systems**

14.7.1 **Determination of «Customer Name»’s Baseline Load Percentages*(05/14/14 Version)***

If «Customer Name» is applying New Resources to serve its Above-RHWM Load and its load is located on multiple transmission systems, then BPA shall by October 31 of every Rate Case Year through the term of this Agreement:

(1) calculate «Customer Name»’s baseline delivery percentages and amounts for the upcoming Rate Period. Such percentages and amounts shall be based on BPA’s forecast Total Retail Load for «Customer Name» for use in the applicable RHWM process, and shall serve as the basis from which BPA calculates any cost shifts, pursuant to section 14.7.3 below. BPA shall calculate «Customer Name»’s load growth on each applicable transmission system by comparing forecast Total Retail Load on each applicable transmission system to Total Retail Load in 2010 on each applicable transmission system. BPA shall then calculate «Customer Name»’s baseline delivery percentages by comparing «Customer Name»’s load growth on each applicable transmission system and «Customer Name»’s load growth on all transmission systems. BPA shall then calculate «Customer Name»’s baseline delivery amounts by applying «Customer Name»’s baseline delivery percentage for each transmission system to «Customer Name»’s Above-RHWM Load; and

(2) provide «Customer Name» with written notice of its baseline delivery percentages and amounts.

14.7.2 **De Minimis Load**

If, when BPA calculates «Customer Name»’s baseline delivery percentages and amounts, «Customer Name»’s Above-RHWM Load served over a transmission system is forecasted to be less than 8,760 megawatt‑hours, then «Customer Name»’s delivery amount for that system shall be zero, and the load deemed de minimis shall be added to the delivery amount of the other transmission system(s).

14.7.3 **Delivery of New Resources at Percentages Different than Baseline**

14.7.3.1 **Notification of Proposed Delivery Option*(05/14/14 Version)***

«Customer Name» may notify BPA by November 15 of every Rate Case Year through the term of this Agreement, of «Customer Name»’s proposed option for delivering its New Resources and non-federal resources which «Customer Name» is seeking to include as a New Resource to its Above-RHWM Loads. In such notice, «Customer Name» shall provide BPA a table that includes the monthly amounts of each New Resource and non-federal resource which «Customer Name» is seeking to include as a New Resource, in megawatt‑hours, and that it proposes to deliver over each transmission system to its load(s) for the upcoming Rate Period. «Customer Name»’s proposed delivery amount over a transmission system shall be no more than the minimum forecast load served over such transmission system during any hour of the upcoming Rate Period.

If «Customer Name» does not notify BPA with a proposed option for delivering its New Resources and non-federal resources to its Above-RHWM Loads as described above, then BPA shall revise Exhibit D to include «Customer Name»’s baseline delivery percentages and amounts, including any applicable de minimis amounts, by December 31 of every Rate Case Year.

14.7.3.2 **Cost Shift Calculations*(05/14/14 Version)***

If BPA receives notification from «Customer Name» with its proposed delivery amounts, BPA shall compare the baseline delivery amounts and «Customer Name»’s proposed delivery amounts to calculate the costs BPA determines would be shifted between the «Customer Name» and Tier 1 Rates by such a proposal.

In its calculation of «Customer Name»’s cost shifts, BPA shall:

(1) include any reasonable cost shifts from «Customer Name» to Tier 1 Rates;

(2) include any reasonable benefits of «Customer Name»’s delivery proposal that offset costs to BPA; and

(3) not include any costs to «Customer Name» attributable to future BPA resource acquisition decisions.

Such categories of costs shall include, but are not limited to, losses, risk of increased curtailments, ancillary services, and increased costs of delivering remote BPA resources that BPA is acquiring at the time that «Customer Name»’s non-federal resource is first included in «Customer Name»’s delivery option. Once BPA, in consultation with «Customer Name», determines the categories of costs for each New Resource and non-federal resource which «Customer Name» is seeking to include as a New Resource that will apply in BPA’s cost shift calculation, BPA shall not add any additional categories of costs into its calculations as long as the resource remains committed to serve load interconnected to the same transmission system.

14.7.3.3 **Notification of Costs*(05/14/14 Version)***

BPA shall notify «Customer Name» of such costs by December 15 of every Rate Case Year through the term of this Agreement.

If, after «Customer Name»’s review of such costs, the Parties agree to mutually acceptable delivery options that are different than the baseline delivery percentages, the Parties shall, by December 31 of every Rate Case Year, revise Exhibit D to include the details of such delivery options.

After the December 31 revision each Rate Case Year, if there are any changes to «Customer Name»’s New Resources, significant changes to load, significant changes to transmission conditions, or other changes that directly affect the cost shift categories since the previous cost shift calculation, then the Parties shall revise Exhibit D to reflect such changes by September 30 of every Rate Case Year through the term of this Agreement.

14.7.4 **Delivery of New Resources at the Baseline Delivery Percentages**

Unless the Parties have agreed otherwise pursuant to section 14.7.3 above, «Customer Name» shall apply its New Resources to serve its Above-RHWM Load consistent with the baseline delivery percentages listed in Exhibit D.

*End Option 14.7 Proportional Scheduling*

**15. METERING*(09/08/08 Version)***

*Option 1: Include the following language for customers that do NOT have meters on* ***all*** *PODs:*

15.1 **Requirements for Meters**

«Customer Name»’s purchase commitment in section 3 does not require load meters for billing and payment. For purposes of forecasting and planning, BPA may require «Customer Name» to provide BPA some or all of «Customer Name»’s load data, as required by section 17.5.

If, during the term of this Agreement, BPA determines that the load data BPA has requested and «Customer Name» has provided to BPA is not adequate or verifiable, or if BPA determines that either load or resource meter data is needed to administer this Agreement, then «Customer Name» shall allow BPA to install BPA owned meters, at BPA’s expense, to collect such data. For all existing meters listed in Exhibit E, used by BPA for forecasting and planning, and for new meters, the following requirements shall apply.

*End Option 1*

*Option 2: Include the following language for customers that currently have load meters accessible to BPA on all of the customer’s load:*

15.1 **Requirements for Meters**

BPA shall access «Customer Name»’s load meter data for purposes of forecasting and planning. The following requirements shall apply to all meters listed in Exhibit E.

*End Option 2*

15.1.1 **BPA Owned Meters**

At BPA’s expense, BPA shall operate, maintain, and replace, as necessary all metering equipment owned by BPA that is needed to forecast and plan for «Customer Name»’s power needs under this Agreement. «Customer Name» authorizes BPA to maintain and replace any BPA owned meter on «Customer Name» facilities. 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.

If, at any time, BPA or «Customer Name» 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.

BPA shall give «Customer Name» access to meter data from the BPA owned meters listed in Exhibit E.

15.1.2 **Non-BPA Owned Meters**

15.1.2.1 **Customer Owned Meters**

For all «Customer Name» owned metering equipment that is needed by BPA to forecast and plan for «Customer Name»’s power needs under this Agreement, «Customer Name» shall give BPA direct, electronic access to meter data from all «Customer Name» owned meters that are capable of being accessed electronically. For the purpose of inspection, «Customer Name» shall grant BPA reasonable physical access to «Customer Name»’s meters at BPA’s request.

«Customer Name» shall operate, maintain, and replace, as necessary at «Customer Name» expense, all «Customer Name» owned metering equipment.

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 and, with reasonable advance notice, BPA may conduct tests on such meters. «Customer Name» shall have the right to witness any meter tests conducted by BPA.

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

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

If, at any time, it is determined that a non-BPA owned meter not owned by «Customer Name» listed in Exhibit E is defective or inaccurate, then «Customer Name» shall make commercially reasonable efforts to arrange to adjust, repair, or replace the meter, to provide accurate metering as soon as practical. To the extent possible, BPA may witness any meter tests on non-BPA owned meters not owned by «Customer Name» listed in Exhibit E and, with reasonable advance notice, BPA may conduct tests on such meters. «Customer Name» shall have the right to witness any meter tests conducted by BPA.

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

This section 15.1.2 shall not apply to non-BPA owned meters that are owned by a Third-Party Transmission Provider with which BPA holds a transmission contract for service to «Customer Name» load. In these cases the metering arrangements shall be between BPA and the Third-Party Transmission Provider.

15.1.3 **New Meters**

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

All new and replaced meters installed by BPA or «Customer Name» shall meet the American National Standard Institute standards, including, but not limited to, C12.20, Electricity Meters‑‑0.2 and 0.5 Accuracy Classes and the Institute of Electrical and Electronics Engineers, Inc. standard C57.13, Requirements for Instrument Transformers, or their successors. Any new and replaced meters shall be able to record meter data hourly, store data for a minimum of 45 days, and be accessed electronically.

15.2 **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.

15.3 **Metering Exhibit**

«Customer Name» shall provide meter data specified in section 17.3 and shall notify BPA of any changes to PODs, POMs, Interchange Points and related information for which it is responsible. BPA shall list «Customer Name»’s PODs and meters in Exhibit E.

**16. BILLING AND PAYMENT*(08/15/08 Version)***

16.1 **Billing**

BPA shall bill «Customer Name» monthly for all products and services provided during the preceding month(s). BPA may send «Customer Name» an estimated bill followed by a final bill. The Issue Date is the date BPA electronically sends the bill to «Customer Name». If electronic transmittal of the entire bill is not practical, then BPA shall transmit a summary electronically, and send the entire bill by United States mail.

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**

After the Due Date, a late payment charge 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;

shall be applied each day to any unpaid balance.

16.4 **Termination**

If «Customer Name» has not paid its bill in full by the Due Date, it shall have 45 days to cure its nonpayment by making payment in full. If «Customer Name» does not provide payment within three Business Days after receipt of an additional written notice from BPA, and BPA determines in its sole discretion that «Customer Name» is unable to make the payments owed, then BPA may terminate this Agreement. Written notices sent under this section 16.4 must comply with section 20.

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.

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.

**17. INFORMATION EXCHANGE AND CONFIDENTIALITY*(08/15/08 Version)***

17.1 **General Requirements**

Upon request, each Party shall provide the other Party with 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, and otherwise implement this Agreement. For example, this obligation includes transmission and power scheduling information and load and resource metering information (such as one-line diagrams, metering diagrams, loss factors, etc.). In addition, «Customer Name» shall provide information BPA requests about Dedicated Resources for purposes of meeting BPA’s statutory obligations under section 7(b) of the Northwest Power Act. Information requested under this section 17.1 shall be provided in a timely manner. 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.

17.3 **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 it is responsible. «Customer Name» shall ensure BPA has access to all data from load and resource meters that BPA determines is necessary to forecast, plan, schedule, and bill under this Agreement. Access to this data shall be on a schedule determined by BPA. Meter data shall be in hourly increments for all meters that record hourly data. Meter data includes, but is not limited to: «Customer Name»’s actual amounts of energy used or expended for loads and resources, 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 or 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 At least 15 calendar days in advance, «Customer Name» shall e‑mail BPA at: (1) [mdm@bpa.gov](mailto:mdm@bpa.gov) and (2) the contact shown in section 20 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: (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. 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 contact shown in section 20 within 72 hours after the event.

17.4 **Data for Determining CHWM and CDQs**

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 and CDQs. 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 **Hourly Total Retail Load Data**

BPA shall notify «Customer Name» by June 30, 2009, if BPA determines that it does not have adequate hourly meter data to calculate «Customer Name»’s Total Retail Load. If BPA sends such notification, «Customer Name» shall e‑mail the following hourly data to BPA at [kslf@bpa.gov](mailto:kslf@bpa.gov) according to the schedule below. «Customer Name» shall submit such data in a comma-separated-value (csv) format with the time/date stamp in one column and load amounts, with units of measurement specified, in another column.

17.5.1 By December 31, 2009, «Customer Name» shall send to BPA «Customer Name»’s actual hourly Total Retail Load data for Fiscal Year 2002 through Fiscal Year 2009.

17.5.2 By December 31, 2010, «Customer Name» shall send to BPA, «Customer Name»’s actual hourly Total Retail Load data for each Point of Delivery for Fiscal Year 2010.

17.5.3 By December 31, 2011, and by December 31 of each year thereafter, «Customer Name» shall send BPA «Customer Name»’s actual hourly Total Retail Load data for the immediately preceding Fiscal Year.

17.6 **Total Retail Load Forecast**

By June 30, 2011, and by June 30 of each year thereafter, «Customer Name» shall provide BPA a forecast of «Customer Name»’s monthly energy and «Customer Name»’s system coincidental peak of «Customer Name»’s Total Retail Load for the upcoming ten Fiscal Years. «Customer Name» shall e‑mail the forecast to BPA at [kslf@bpa.gov](mailto:kslf@bpa.gov), in a comma-separated-value (csv) format. «Customer Name» shall send the csv file with the following data elements in separate columns:

(1) four-digit calendar year,

(2) three-character month identifier,

(3) monthly energy forecast,

(4) unit measurement of monthly energy forecast,

(5) monthly «Customer Name»-system coincidental peak forecast, and

(6) unit measurement of monthly «Customer Name»-system coincidental peak forecast.

17.7 **Transparency of Net Requirements Process**

17.7.1 **Data Made Publicly Available**

By July 31, 2011, and by July 31 every year thereafter, BPA shall make the following information publicly available to «Customer Name» and all other BPA regional utility customers with a CHWM:

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

(2) BPA’s forecast of «Customer Name»’s Total Retail Load, for the upcoming Fiscal Year, in monthly energy amounts and monthly customer-system peak amounts, and

(3) «Customer Name»’s Dedicated Resource energy and peak amounts for the upcoming Fiscal Year and the previous Fiscal Year.

17.7.2 **Waiver of Confidentiality and Comment Process**

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

17.8 **Confidentiality**

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

17.9 **Resources Not Used to Serve Total Retail Load**

«Customer Name» shall list in section 6 of Exhibit A all Generating Resources and Contract Resources «Customer Name» owns that are: (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 200 kilowatts 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. CONSERVATION AND RENEWABLES*(08/15/08 Version)***

18.1 **Conservation**

18.1.1 **Evaluations**

At BPA’s expense, BPA may conduct, and «Customer Name» shall cooperate in, conservation impact and project implementation process evaluations to assess the amount, cost-effectiveness, and reliability of conservation in BPA’s or «Customer Name»’s service area.

BPA shall select the timing, frequency, and type of such evaluations. BPA shall do so with reasonable consideration of «Customer Name»’s and «Customer Name»’s consumers’ needs.

18.1.2 **Reporting Requirements**

18.1.2.1 This section 18.1.2.1 does not apply if «Customer Name»’s Total Retail Load from the most recent prior Fiscal Year is 25 annual Average Megawatts or less, or if «Customer Name» purchases all of its power from BPA to serve its Total Retail Load. Beginning June 1, 2010, and no later than June 1 every two years thereafter, «Customer Name» shall submit a ten‑year conservation plan stating «Customer Name»’s projection of planned conservation, including biennial conservation targets. This requirement may be satisfied by submitting any plans «Customer Name» prepares in the normal course of business if the plans include, or are supplemented by, the information required above. This includes plans required under state law (such as the Washington State Energy Independence Act (RCW 19.285)).

18.1.2.2 «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 System 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 or its successor.

18.2 **Renewable Resources**

18.2.1 **Renewable Energy Certificates**

BPA shall transfer Renewable Energy Certificates (RECs), or their successors, to «Customer Name» in accordance with Exhibit H.

18.2.2 **Reporting Requirements*(07/21/09 Version)***

This section 18.2.2 does not apply if «Customer Name»’s Total Retail Load from the most recent prior Fiscal Year is 25 annual Average Megawatts or less or if «Customer Name» purchases all of its power from BPA to serve its Total Retail Load. If «Customer Name»’s Total Retail Load from the most recent prior Fiscal Year is above 25 annual Average Megawatts, the following requirements may be satisfied by submitting plans and reports «Customer Name» prepares in the normal course of business as long as such plans and reports include the information required below.

Beginning September 1, 2012, and by September 1 every year thereafter, «Customer Name» shall provide BPA with the following:

(1) updated information on power forecasted to be generated over the forthcoming calendar year by renewable resources with nameplate capabilities greater than 200 kilowatts, including net metered renewable resources operating behind the BPA meter, used by «Customer Name» to serve its Total Retail Load, under Exhibit A. Such information shall include: project name, fuel type(s), location, date power purchase 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 that will be used to serve «Customer Name»’s Total Retail Load that calendar year. Where resources are jointly owned by «Customer Name» and other customers that have a CHWM Contract, «Customer Name» may either submit a report on behalf of all owners or identify the customer that will submit the report;

(2) the amount of all purchases of RECs used to meet requirements under state or federal law for the forthcoming calendar year; and

(3) if «Customer Name» is required under state law or by Transmission Services to prepare long-term integrated resource plans or resource forecasts, then «Customer Name» shall provide Power Services with updated copies of such or authorize Transmission Services to provide them directly to Power Services.

**19. RESOURCE ADEQUACY*(08/15/08 Version)***

By November 30, 2010, and by November 30 each year thereafter, «Customer Name» shall provide to the Pacific Northwest Utilities Conference Committee (PNUCC), or its successor, forecasted loads 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 Regional Resource Adequacy Forum, 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 19 are waived if «Customer Name» purchases from BPA all of its power to serve its Total Retail Load.

**20. NOTICES AND CONTACT INFORMATION*(08/15/08 Version)***

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, if both Parties have means to verify 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. Either Party may change the name or address for delivery of notice by providing notice of such change or other mutually agreed method. The Parties shall deliver notices to the following person and address:

*(Drafter’s Note: Check BPA address and phone number prefix to ensure it is applicable.)*

|  |  |
| --- | --- |
| If to «Customer Name»:  «Utility Name»  «Street Address»  «P.O. Box »  «City, State, Zip»  Attn: «Contact Name»  «Contact Title»  Phone: «###-###-####»  FAX: «###-###-####»  E-Mail: «E-mail address» | If to BPA:  Bonneville Power Administration  «Street Address»  «P.O. Box»  «City, State, Zip»  Attn: «AE Name - Routing»  «Senior »Account Executive  Phone: «###-###-####»  FAX: «###-###-####»  E-Mail: «E-mail address» |

**21. UNCONTROLLABLE FORCES*(08/15/08 Version)***

21.1 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 or work stoppage;

(4) floods, earthquakes, other natural disasters, or terrorist acts; 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.

21.2 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.

21.3 If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall:

(1) immediately 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 section 20.

**22. GOVERNING LAW AND DISPUTE RESOLUTION*(08/15/08 Version)***

*Option: Include for new 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 22, the Parties reserve their rights to individually seek judicial resolution of any dispute arising under this Agreement.

22.1 **Judicial Resolution*(07/21/09 Version)***

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 22, 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 22, 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 22.

22.2 **Arbitration**

Any contract dispute or contract issue between the Parties arising out of this Agreement, which is not excluded by section 22.1 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 22.2 and sections 22.3 and 22.4 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 22.2 and sections 22.3 and 22.4 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 22.1 above and is not resolved via binding arbitration, unless «Customer Name» notifies BPA that it does not wish to proceed with nonbinding arbitration.

22.3 **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.

22.4 **Arbitration Remedies**

The payment of monies shall be the exclusive remedy available in any arbitration proceeding pursuant to this section 22. 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.

22.5 **Finality**

22.5.1 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.

22.5.2 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.

22.6 **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.

**23. STATUTORY PROVISIONS*****(08/15/08 Version)***

23.1 **Retail Rate Schedules**

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

23.2 **Insufficiency and Allocations**

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

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

23.3.1 **Determination of an NLSL*(07/21/09 Version)***

In accordance with BPA’s NLSL Policy, BPA may determine that a load is an NLSL as follows:

23.3.1.1 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.

23.3.1.2 For the sole purpose of computing the increase in energy consumption between any two consecutive 12‑month periods of comparison under this section 23.3.1, reductions in the end-use consumer’s load associated with a facility during the first 12‑month period of comparison due to unusual events reasonably beyond the control of the end-use consumer shall be determined by BPA, and the energy consumption shall be computed as if such reductions had not occurred.

23.3.1.3 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.

23.3.2 **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 contracted for, served or billed as a single load under «Customer Name»’s customary billing and service policy;

(6) consideration of the facts from previous similar situations; and

(7) any other factors the Parties determine to be relevant.

23.3.3 **Administrative Obligations and Rights**

23.3.3.1 «Customer Name»’s CF/CT loads and NLSLs are listed in Exhibit D.

23.3.3.2 «Customer Name» shall provide reasonable notice to BPA of any expected increase in a single load that may qualify as an NLSL. The Parties shall list any such potential NLSLs in Exhibit D. If BPA determines that any load associated with a single facility is capable of growing ten Average Megawatts or more in a consecutive 12‑month period, then such load shall be subject to monitoring as determined necessary by BPA.

23.3.3.3 When BPA makes a 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, including but not limited to making a final NLSL, facility, or CF/CT determination. «Customer Name» shall make a request to the end-use consumer to provide BPA, at reasonable times, physical access to inspect a facility for these purposes.

23.3.3.4 Unless the Parties agree pursuant to section 23.3.1.3 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 is an NLSL, BPA shall notify «Customer Name» and the Parties shall add the NLSL to Exhibit D to reflect BPA’s determination.

23.3.4 **Metering an NLSL**

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 otherwise, «Customer Name» may install meters meeting the exact specification 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 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 NLSL meter data that BPA determines is necessary to forecast, plan, schedule, and bill for power.

23.3.5 **Undetermined NLSLs*(07/21/09 Version)***

If BPA does not determine at the outset that an increase in load is an NLSL, then the Parties shall install metering equipment as required by section 23.3.4 above, and BPA shall bill «Customer Name» for the increase in load at the applicable PF rate 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 bill to reflect the difference between the applicable PF rate and the applicable NR rate in effect for the monitoring period in which the increase takes place. «Customer Name» shall pay that bill with simple interest computed 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.

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 sections 23.3.3 and 23.3.4, BPA may determine any load subject to NLSL monitoring to be an NLSL, in which case «Customer Name» shall be billed and pay in accordance with the last two sentences of 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.

23.3.6 **Service Elections for an NLSL*(07/21/09 Version)***

«Customer Name» shall serve all NLSLs with Dedicated Resource amounts added in Exhibit A that are not already being used to serve «Customer Name»’s Total Retail Load in the region. «Customer Name» agrees to provide such Dedicated Resources on a continuous basis as identified in Exhibit A. Under no circumstances shall BPA be required to acquire firm power for service to such NLSLs.

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

23.3.7.1 **Renewable Resource/Cogeneration Exception**

An end-use consumer served by «Customer Name», with a facility whose load is, in whole or in part, an NLSL, may reduce its NLSL to less than ten Average Megawatts in a consecutive 12‑month period by applying an onsite renewable resource or onsite cogeneration behind «Customer Name»’s meter to its facility load. «Customer Name» shall ensure that such resource is continuously applied to serve the NLSL, consistent with BPA’s “Renewables and On-Site Cogeneration Option under the NLSL Policy” portion of its Policy for Power Supply Role for Fiscal Years 2007-2011, adopted February 4, 2005, and the NLSL policy included in BPA’s Long Term Regional Dialogue Final Policy, July 2007, as amended or replaced. If the NLSL end-use consumer meets the qualification for the exception, then the Parties shall: (1) list the Consumer-Owned Resource serving the NLSL in section 7.4 of Exhibit A and (2) amend Exhibit D to add the onsite renewable resource or cogeneration facility and the requirements for such service.

23.3.7.2 **Consumer-Owned Resources that are not Renewable Resources/Cogeneration**

If «Customer Name» serves an NLSL with a Consumer-Owned Resource that does not qualify for the renewable resource or cogeneration exception, the Parties shall list such Consumer-Owned Resource serving the NLSL in section 7.4 of Exhibit A.

23.4 **Priority of Pacific Northwest Customers**

The provisions of sections 9(c) and 9(d) of the Northwest Power Act and the provisions of P.L. 88‑552 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 BPA power consistent with such provisions.

23.5 **Prohibition on Resale**

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

23.6 **Use of Regional Resources**

23.6.1 Within 60 days prior to the start of each Fiscal Year, «Customer Name» shall provide notice to BPA of any Firm Power from a Generating Resource, or a Contract Resource during its term, 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. For purposes of this section 23.6, “Firm Power” means electric power which is continuously made available from «Customer Name»’s operation of generation or from its purchased power, which is able to meet its Total Retail Load, except when such generation or power is curtailed or restricted due to an Uncontrollable Force. Firm Power includes firm energy and firm peaking energy or both.

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 Purchase 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 Purchase Periods when it has a purchase obligation.

23.6.2 «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.

23.6.3 If «Customer Name» fails to report to BPA in accordance with section 23.6.1, 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.

23.6.4 For purposes of this section 23.6, 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 PNCA resource planning criteria, or other resource planning criteria generally used for such purposes within the Region.

23.7 **BPA Appropriations Refinancing**

The Parties agree that the provisions of section 3201(i) of the Bonneville Power Administration Refinancing section of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (BPA Refinancing Act), P.L. 104‑134, 110 Stat. 1321, 350, as stated in the United States Code on the Effective Date, are incorporated by reference and are a material term of this Agreement.

**24. STANDARD PROVISIONS*(08/15/08 Version)***

24.1 **Amendments**

Except where this Agreement explicitly allows for one Party to unilaterally amend a provision or exhibit, no amendment of this Agreement shall be of any force or effect unless set forth in writing and signed by authorized representatives of each Party.

24.2 **Entire Agreement and Order of Precedence**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. It supersedes all previous communications, representations, or contracts, either written or oral, which 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:*

24.3 **Assignment**

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party’s written consent. Such consent shall not be unreasonably withheld. Without limiting the foregoing, BPA’s refusal to consent to assignment shall not be considered unreasonable if, in BPA’s sole discretion: (1) the sale of power by BPA to the assignee would violate any applicable statute, or (2) such sale might adversely affect the tax-exempt status of bonds issued as part of an issue that finances or refinances the Columbia Generating Station or that such sale might limit the ability to issue future tax-exempt bonds to finance or refinance the Columbia Generating Station. «Customer Name» may not transfer or assign this Agreement to any of its retail consumers.

*End Option 1*

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

24.3 **Assignment**

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without: (1) the other Party’s written consent, which shall not be unreasonably withheld; and (2) the written consent of the United States Department of Rural Utilities Service. 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 2*

24.4 **No Third‑Party Beneficiaries**

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

24.5 **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or of any other breach of this Agreement.

24.6 **BPA Policies**

Any reference in this Agreement to BPA policies, including any revisions, does not constitute agreement of «Customer Name» to such policy by execution of this Agreement, nor shall it be construed to be a waiver of the right of «Customer Name» to seek judicial review of any such policy.

24.7 **Rate Covenant and Payment Assurance**

«Customer Name» agrees that it shall establish, maintain and collect rates or charges sufficient to assure recovery of its costs for power and energy and other services, facilities and commodities sold, furnished or supplied by it through any of its electric utility properties. BPA may require additional forms of payment assurance if: (1) BPA determines that such rates and charges may not be adequate to provide revenues sufficient to enable «Customer Name» to make the payments required under this Agreement, or (2) BPA identifies in a letter to «Customer Name» that BPA has other reasonable grounds to conclude that «Customer Name» may not be able to make the payments required under this Agreement. If «Customer Name» does not provide payment assurance satisfactory to BPA, then BPA may terminate this Agreement. Written notices sent under this section must comply with section 20.

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

24.8 **Bond Assurances**

BPA has advised «Customer Name» that: (1) the Columbia Generating Station has been financed and refinanced in large part by bonds that are intended to bear interest that is exempt from federal income tax under section 103 of the Internal Revenue Code of 1954, as amended, and Title XIII of the Tax Reform Act of 1986, and (2) the tax-exempt status of those bonds and other bonds issued together with those bonds might be jeopardized if «Customer Name» or any other nongovernmental person has a contract to purchase additional amounts of the output of the Columbia Generating Station.

Consequently, «Customer Name» shall notify BPA at least 90 days before «Customer Name» acquires an Annexed Load, or «Customer Name» is acquired, in whole or in part, as an Annexed Load. «Customer Name» hereby acknowledges and agrees that BPA shall have the right to reduce «Customer Name»’s CHWM in connection with any such Annexed Load to the extent the aggregate CHWM, including the Annexed Load, (or the aggregate CHWM, including the Annexed Load, of related entities) otherwise would result in a nongovernmental customer with a CHWM share of the Tier 1 System Resources that exceeds 2.8 percent.

*End Option 24.8*

**25. TERMINATION*(08/15/08 Version)***

25.1 **BPA’s Right to Terminate**

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 24.7.

Such termination is without prejudice to any other remedies available to BPA under law.

25.2 **Customer’s Right to Terminate**

«Customer Name» may provide written notice to terminate this Agreement not later than 60 days after: (1) a Final FERC Order is issued declining to approve the Tiered Rate Methodology (if BPA seeks FERC’s confirmation and approval of it), (2) FERC issues a final declaratory order finding that the TRM does not meet cost recovery standards, or (3) FERC issues a Final FERC Order that determines rates established consistent with the TRM cannot be approved because the TRM precludes the establishment of rates consistent with cost recovery. The notice shall include a date of termination not later than 90 days after the date of such notice. For purposes of this section 25.2, “Final FERC Order” means a dispositive order by FERC on the merits, and does not include any interim order. A dispositive order on the merits is, for purposes of this section, final when issued and there is no need to await a FERC order on rehearing before the decision is considered final.

**26. SIGNATURES**

The Parties have executed this Agreement as of the last date indicated below.

*[[See original Agreement for signatures]]*

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

**Exhibit A**

**NET REQUIREMENTS AND RESOURCES*(08/15/08 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.

BPA shall annually calculate a forecast of «Customer Name»’s Net Requirement for the upcoming Fiscal Year as follows:

1.1 **Forecast of Total Retail Load**

By September 15, 2011, and by each September 15 thereafter, BPA shall fill in the table below with «Customer Name»’s Total Retail Load forecast (submitted pursuant to section 17.6 of the body of this Agreement) for the upcoming Fiscal Year. BPA shall notify «Customer Name» by July 31 immediately preceding the start of the Fiscal Year if BPA determines «Customer Name»’s submitted forecast is reasonable or not reasonable. If BPA determines «Customer Name»’s submitted forecast is not reasonable, then BPA shall fill in the table below with a forecast BPA determines to be reasonable by September 15 immediately preceding the start of the Fiscal Year.

«Customer Name» may submit to arbitration, which may be binding arbitration under a separate agreement or nonbinding arbitration as agreed to by the Parties, pursuant to section 22 of the body of the Agreement, the issue of the reasonableness of BPA’s forecast of «Customer Name»’s Total Retail Load used by BPA to fill in the table below. Such arbitration shall not include issues of the interpretation or application of BPA’s policies with respect to such forecast, including without limitation BPA’s 5(b)/9(c) Policy.

*Drafter’s Note: The table below will be blank at contract signing.*

| **Annual Forecast of Monthly Total Retail Load** | | | | | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **annual aMW** |
| **Fiscal Year 2012** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2013** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2014** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2015** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2016** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2017** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2018** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2019** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2020** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2021** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2022** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2023** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2024** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2025** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2026** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2027** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2028** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Notes: Fill in the table above with megawatt‑hours rounded to whole megawatt‑hours, with megawatts rounded to one decimal place, and annual Average Megawatts rounded to three decimal places.  *Drafter’s Note: Add the following when revising this table: “2\_This table updated per Revision \_\_\_ to Exhibit A.”* | | | | | | | | | | | | | |

1.2 **Forecast of Net Requirements**

By September 15, 2011, and by each September 15 thereafter, BPA shall calculate, and fill in the table below with, «Customer Name»’s Net Requirement forecast for the upcoming Fiscal Year by month. «Customer Name»’s Net Requirement forecast equals «Customer Name»’s Total Retail Load forecast, shown in section 1.1 above, minus «Customer Name»’s Dedicated Resource amounts, shown in section 5 below. In no event shall «Customer Name»’s planned Firm Requirements Power purchased for a Fiscal Year under this Agreement exceed «Customer Name»’s Net Requirement forecast for the Fiscal Year.

On a planning basis «Customer Name» shall serve that portion of its Total Retail Load that is not served with Firm Requirements Power with «Customer Name»’s Dedicated Resources.

*Drafter’s Note: The table below will be blank at contract signing.*

| **Annual Forecast of Monthly Net Requirements** | | | | | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **annual aMW** |
| **Fiscal Year 2012** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2013** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2014** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2015** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2016** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2017** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2018** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2019** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2020** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2021** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2022** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2023** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2024** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2025** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2026** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2027** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2028** | | | | | | | | | | | | | |
| **Energy (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: Fill in the table above with megawatt-hours rounded to whole megawatt-hours, with megawatts rounded to one decimal place, and annual Average Megawatts rounded to three decimal places.  *Drafter’s Note: Add the following when revising this table: “2\_This table updated per Revision \_\_\_ to Exhibit A.”* | | | | | | | | | | | | | |

**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. When using PNCA studies to calculate Dedicated Resource amounts use the results of the 2008-2009 Final Regulation Study released on August 6, 2008.*

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.

(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**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Fuel Type** | **Date Resource Dedicated to Load** | **Date of Resource Removal** | **Percent of Resource Used to Serve Load** | **Nameplate Capability (MW)** |
|  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Statutory Status** | | **Resource Status** | | **DFS or SCS?** | | **Dispatchable?** | | **PNCA?** | | **If PNCA, PNCA Updates?** | |
| 5b1A | 5b1B | Existing | New | Yes | No | 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 2012** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2013** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2014** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2015** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2016** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2017** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2018** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2019** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2020** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2021** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2022** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2023** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2024** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2025** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2026** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2027** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2028** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Peak (MW)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Notes: Fill in the table above with megawatt‑hours rounded to whole megawatt‑hours, with megawatts rounded to one decimal place, and annual Average Megawatts rounded to three decimal places.  *Drafter’s Note: Add the following when revising this table: “2\_This table updated per Revision \_\_\_ to Exhibit A.”* | | | | | | | | | | | | | |

*End Option 2.*

2.2 **Contract Resources**

*Option 1: If «Customer Name» 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» 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.*

**3. UNSPECIFIED RESOURCE AMOUNTS**

3.1 **Unspecified Resource Amounts Used to Serve Total Retail Load**

*Option 1: If «Customer Name» does NOT have any Unspecified Resource Amounts include the following text:*

«Customer Name» does not have any Unspecified Resource Amounts at this time.

*End Option 1.*

*Option 2: If «Customer Name» has Unspecified Resource Amounts include the following text and fill in the table below (adding additional years as needed):*

«Customer Name»’s Unspecified Resource Amounts are listed in the table below.

| **Unspecified Resource Amounts** | | | | | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **annual aMW** |
| **Fiscal Year 2012** | | | | | | | | | | | | | |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2013** | | | | | | | | | | | | | |
| **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 **Unspecified Resource Amounts for 9(c) Export Decrements**

BPA shall insert a table below pursuant to section 3.5.3 of the body of this Agreement.

**4. DEDICATED RESOURCE AMOUNTS FOR AN NLSL**

*Option 1: If «Customer Name» 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 3.5.7 of the body of this Agreement.

*End Option 1.*

*Option 2: If «Customer Name» wants to serve an NLSL with Dedicated Resource amounts include the following text and heading. If «Customer Name» is serving the NLSL with Specified Resources add and complete sections (1)(A) - (C) for each resource using the format in Option 2 of section 2.1. If «Customer Name» is serving the NLSL with Unspecified Resources 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 3.5.7 of the body of this Agreement, are listed below.

(1) **«Name of NLSL»** **NLSL**

*End Option 2.*

**5. TOTAL DEDICATED RESOURCE AMOUNTS**

*Option 1: If «Customer Name» 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 Name» 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 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 Name» 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 200 kilowatts of nameplate capability.

*End Option 1.*

*Option 2: If «Customer Name» 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 200 kilowatts 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** | **2012** | **2013** | **2014** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** |
| **Annual aMW** |  |  |  |  |  |  |  |  |  |
| **Fiscal Year** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** |  |
| **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 Onsite Consumer Load**

*Option 1: If «Customer Name» does NOT have any Consumer-Owned Resources serving Onsite 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 Onsite Consumer Load at this time.

*End Option 1.*

*Option 2: If «Customer Name» has Consumer-Owned Resources serving Onsite 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 Onsite 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** | **2012** | **2013** | **2014** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** |
| **Annual aMW** |  |  |  |  |  |  |  |  |  |
| **Fiscal Year** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** |  |
| **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 Onsite Consumer Load**

*Option 1: If «Customer Name» does NOT have any Consumer-Owned Resources serving load other than Onsite 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 Onsite Consumer Load at this time.

*End Option 1.*

*Option 2: If «Customer Name» has Consumer-Owned Resources serving load other than Onsite 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 Onsite 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** | **2012** | **2013** | **2014** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** |
| **Annual aMW** |  |  |  |  |  |  |  |  |  |
| **Fiscal Year** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** |  |
| **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 Onsite Consumer Load and Load Other than Onsite Consumer Load**

*Option 1: If «Customer Name» does NOT have any Consumer-Owned Resources serving both Onsite Consumer Load and load Other than Onsite 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 Onsite Consumer Load and load other than Onsite Consumer Load at this time.

*End Option 1.*

*Option 2: If «Customer Name» has Consumer-Owned Resources serving both Onsite Consumer Load and load other than Onsite 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 Onsite Consumer Load and load other than Onsite Consumer Load are listed in tables below.

(1) **«Resource Name»**

(A) **Resource Profile**

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

(B) **Expected Resource Output**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Expected Output – Energy (aMW)** | | | | | | | | | |
| **Fiscal Year** | **2012** | **2013** | **2014** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** |
| **Annual aMW** |  |  |  |  |  |  |  |  |  |
| **Fiscal Year** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** |  |
| **Annual aMW** |  |  |  |  |  |  |  |  |  |
| Note: Fill in the table above with annual Average Megawatts rounded to three decimal places. | | | | | | | | | |

(C) **Expected Onsite Consumer Load**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Expected Onsite Consumer Load – Energy (aMW)** | | | | | | | | | |
| **Fiscal Year** | **2012** | **2013** | **2014** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** |
| **Annual aMW** |  |  |  |  |  |  |  |  |  |
| **Fiscal Year** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** |  |
| **Annual aMW** |  |  |  |  |  |  |  |  |  |
| Note: Fill in the table above with annual Average Megawatts rounded to three decimal places. | | | | | | | | | |

*Sub-Option A: If «Customer Name» has Consumer-Owned Resources serving both Onsite Consumer Load and load other than Onsite Consumer Load AND «Customer Name» chose OPTION A in section 3.6.5 then complete the following table:*

(D) **Maximum Amounts Serving Onsite Consumer Load**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Maximum Hourly Amounts Serving Onsite 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 Name» has Consumer-Owned Resources serving both Onsite Consumer Load and load other than Onsite Consumer Load AND «Customer Name» chose OPTION B in section 3.6.5 then complete the following table:*

(D) **Maximum BPA-Served Onsite 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** | **2012** | **2013** | **2014** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** |
| **Annual aMW** |  |  |  |  |  |  |  |  |  |
| **Fiscal Year** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** |  |
| **Annual aMW** |  |  |  |  |  |  |  |  |  |
| Note: Fill in the table above with annual Average Megawatts rounded to three decimal places. | | | | | | | | | |

*End Option 2.*

**8. REVISIONS**

BPA shall revise this exhibit to reflect: (1) «Customer Name»’s elections regarding the application and use of all resources owned by «Customer Name» and «Customer Name»’s retail consumers and (2) BPA’s determinations relevant to this exhibit and made in accordance with this Agreement.

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

**Exhibit B**

**HIGH WATER MARKS AND CONTRACT DEMAND QUANTITIES**

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

1.1 **CHWM Amount*(04/09/14 Version)***

By September 15, 2011, BPA shall fill in the table below with «Customer Name»’s CHWM. Once established, «Customer Name»’s CHWM shall not change for the term of this Agreement except as allowed in section 1.2 of this exhibit.

*Drafter’s Note: Fill in the table with customer’s CHWM.*

*Drafter’s Note: New customers will receive the “Note” but will not receive the number 1 footnote.*

|  |  |
| --- | --- |
| **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, 2013 consistent with section 4.1.9 of the TRM.» | |

1.2 **Changes to CHWM**

If a change is made to «Customer Name»’s CHWM pursuant to this section 1.2, then BPA shall determine and notify «Customer Name» of the date such change will be effective as follows:

1.2.1 If a load included in «Customer Name»’s Measured 2010 Load, as defined in the TRM, is later found to have been an NLSL in FY 2010, then BPA shall reduce «Customer Name»’s CHWM by the amount of the NLSL. BPA shall notify «Customer Name» 30 days prior to when the updated CHWM will become effective. «Customer Name» shall be liable for payment of any charges to adjust for the ineligible Tier 1 PF rate purchases dating back to October 1, 2011.

1.2.2 If «Customer Name» acquires an Annexed Load from a utility that has a CHWM, then BPA shall increase «Customer Name»’s CHWM by adding part of the other utility’s CHWM to «Customer Name»’s CHWM. The CHWM increase shall be effective on the date that «Customer Name» begins service to the Annexed Load. BPA shall establish the amount of the CHWM addition as follows:

(1) If «Customer Name» and the other utility involved in the annexation agree on the amount of the CHWM addition, 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 addition, or if BPA determines the amount agreed to in section 1.2.2(1) of this exhibit is unreasonable, then the amount of the CHWM addition shall equal the calculated amount below; provided however, BPA may adjust the calculated amount below to reflect the division of Dedicated Resources between the utilities and other pertinent information advanced 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 |

*[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 24.8 of the body of this Agreement.*]*

1.2.3 If another utility with a CHWM annexes load of «Customer Name», then BPA shall reduce «Customer Name»’s CHWM by adding part of «Customer Name»’s CHWM to the other utility’s CHWM. The CHWM reduction shall be effective on the date that the other utility begins service to the Annexed Load. BPA shall establish the amount of the CHWM reduction as follows:

(1) If «Customer Name» and the other utility involved in the annexation agree on the amount of the CHWM reduction, 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 reduction, or if BPA determines the amount agreed to in section 1.2.3(1) of this exhibit is unreasonable, then the amount of the CHWM reduction shall equal the calculated amount below; provided however, BPA may adjust the calculated amount below to reflect the division of Dedicated Resources between the utilities and 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 |

1.2.4 BPA may change «Customer Name»’s CHWM if BPA’s Administrator determines that BPA is required by court order about an Annexed Load to make such changes. BPA shall determine the effective date of such a change and shall update this exhibit with the changed CHWM.

*Drafter’s Note: Include in DOE Richland’s contract:*

1.2.5 «Customer Name»’s CHWM may also change under the following conditions:

1.2.5.1 Subject to sections 1.2.5.2 through 1.2.5.5 of this exhibit, BPA shall increase «Customer Name»’s CHWM if «Customer Name»’s electricity consumption increases due to the loads related to defense materials activities that are onsite at the DOE facilities that «Customer Name» serves in the state of Washington.

1.2.5.2 «Customer Name» shall notify BPA at least three years prior to when the loads related to defense materials activities are expected to increase. «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 BPA is notified pursuant to these terms, then by the next September 30 of a Forecast Year BPA shall revise this exhibit to increase «Customer Name»’s CHWM for the Rate Period where these loads are expected to increase.

1.2.5.3 In no circumstance shall «Customer Name»’s CHWM exceed 92 average megawatts.

1.2.5.4 «Customer Name» shall meter loads not related to defense materials activities separately from «Customer Name»’s loads related to defense materials activities. Meters and metering equipment necessary to meter loads not related to defense materials activities shall be installed at «Customer Name»’s expense.

1.2.5.5 Tier 2 Rates shall apply to Firm Requirements Power that «Customer Name» purchases from BPA to serve new loads not related to defense materials activities after September 30, 2011.

*Drafter’s Note: End 1.2.5 for DOE Richland.*

*Drafter’s Note: Include in contracts of qualifying tribal utilities (e.g. Yakama and Umpqua Indian Utility Cooperative):*

1.2.5 «Customer Name»’s CHWM may also change under the following conditions stated in this section 1.2.5. This section 1.2.5 shall not apply after September 30, 2021.

1.2.5.1 At the time BPA calculates «Customer Name»’s RHWM for each Rate Period, and subject to sections 1.2.5.4 and 1.2.5.5 of this exhibit, BPA shall increase «Customer Name»’s CHWM by the amount of «Customer Name»’s forecasted load growth during the upcoming Rate Period.

1.2.5.2 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 sections 1.2.5.4 and 1.2.5.5 of this exhibit.

1.2.5.3 If «Customer Name» acquires an Annexed Load from a utility that has a CHWM, and if such Annexed Load exceeds the CHWM amount added from the other utility pursuant to section 1.2.2 of this exhibit, then BPA shall increase «Customer Name»’s CHWM by an additional amount equal to the amount of the excess, minus any annexed NLSLs, subject to sections 1.2.5.4 and 1.2.5.5 of this exhibit.

1.2.5.4 BPA shall not increase «Customer Name»’s CHWM under this section 1.2.5 if either of the following limits have been reached:

(1) the 40 Average Megawatts limit identified in section 4.1.6.4 of the TRM for all New Tribal Utilities as defined in the TRM, or

(2) the 250 Average Megawatts limit identified in section 4.1.6 of the TRM for all New Publics, as defined in the TRM.

For any Rate Period where the total amount of CHWM additions granted to all New Tribal Utilities would exceed either of the above limits, BPA shall reduce the CHWM additions of all New Tribal Utilities so that each such utility receives a pro rata share of the remaining amount under the applicable limit for that Rate Period. Each utility’s pro rata share shall be based on the amount that the utility’s CHWM would have been increased for that Rate Period absent the applicable limit.

1.2.5.5 Even while this section 1.2.5 is in effect, «Customer Name» shall elect whether it will serve its Above-RHWM Load with Firm Requirements Power purchased at Tier 2 Rates or with its Dedicated Resources, as provided in section 9.1 of the body of this Agreement.

*Drafter’s Note: End 1.2.5 for tribal utilities.*

**2. CONTRACT DEMAND QUANTITIES (CDQs)**

2.1 **CDQ Amounts*(04/09/14 Version)***

By September 15, 2011, BPA shall fill in the table below with «Customer Name»’s monthly CDQs. Calculation of such CDQs is established in the TRM. «Customer Name»’s monthly CDQs shall not change for the term of this Agreement except as allowed below.

*Drafter’s Note: Fill in the table with customer’s CDQs in whole numbers. Numbers should not be bolded and include the comma for numbers over 1,000. Include a footnote for customers that had their CDQ amounts adjusted as a result of the Provisional CHWM process.*

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Monthly Contract Demand Quantities**« 1/» | | | | | | | | | | | | |
|  | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| **kW** | «x» | «x» | «x» | «x» | «x» | «x» | «x» | «x» | «x» | «x» | «x» | «x» |
| Note: BPA shall round the amounts in the table above to the nearest whole kilowatt.  «1/ Monthly CDQs effective October 1, 2011 consistent with section 4.1.9 of the TRM.» | | | | | | | | | | | | |

2.2 **Changes Due to Annexation**

The Parties shall determine when changes to «Customer Name»’s CDQs, as allowed below, will become effective.

2.2.1 If «Customer Name» acquires an Annexed Load from a utility that has monthly CDQs, then BPA shall increase «Customer Name»’s CDQ for each month by adding the portion of the other utility’s monthly CDQ that is attributable to such Annexed Load. For each month, the sum of «Customer Name»’s and the other utility’s post-annexation CDQs shall not exceed the sum of the pre-annexation CDQs for such utilities. BPA shall establish the amount of the CDQ additions as follows:

(1) If «Customer Name» and the other utility involved in the annexation agree on the amounts of the CDQ additions, then BPA shall adopt those amounts.

(2) If «Customer Name» and the other utility cannot agree on the amounts of the CDQ additions, then BPA shall determine the amounts based on the monthly load factors of the Annexed Load.

2.2.2 If another utility with monthly CDQs annexes load of «Customer Name», then BPA shall reduce «Customer Name»’s CDQ for each month by removing the portion of «Customer Name»’s monthly CDQ that is attributable to the load that was annexed. For each month, the sum of «Customer Name»’s and the other utility’s post-annexation CDQs shall not exceed the sum of the pre-annexation CDQs for such utilities. BPA shall establish the amount of the CDQ reductions as follows:

(1) If «Customer Name» and the other utility involved in the annexation agree on the amounts of the CDQ reductions, then BPA shall adopt those amounts.

(2) If «Customer Name» and the other utility cannot agree on the amounts of the CDQ reductions, then BPA shall determine the amounts based on the monthly load factors of the Annexed Load.

**3. REVISIONS**

BPA may revise this exhibit to the extent allowed in sections 1 and 2 of this exhibit. All other changes shall be made by 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**

1.1 **Block Power - Annual Average Amount**

The annual average amount of Firm Requirements Power priced at Tier 1 Rates shall equal the lesser of «Customer Name»’s RHWM, or «Customer Name»’s Net Requirement forecast stated in section 1.2 of Exhibit A. By September 15, 2011, and by September 15 of each Fiscal Year thereafter, BPA shall fill in the table below with such amounts, rounded to three decimal places, for the upcoming Fiscal Year.

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

|  |  |
| --- | --- |
| **Annual Tier 1 Block Amounts** | |
| **Fiscal Year** | **Annual Tier 1 Block Amount (aMW)** |
|
| 2012 |  |
| 2013 |  |
| 2014 |  |
| 2015 |  |
| 2016 |  |
| 2017 |  |
| 2018 |  |
| 2019 |  |
| 2020 |  |
| 2021 |  |
| 2022 |  |
| 2023 |  |
| 2024 |  |
| 2025 |  |
| 2026 |  |
| 2027 |  |
| 2028 |  |

*Option 1: Include if customer chooses a flat annual Tier 1 block:*

1.2 **Flat Annual Block Shape**

Except for any amounts of Shaping Capacity specified in section 1.4 of this exhibit, amounts of Firm Requirements Power priced at Tier 1 Rates shall be equal in all hours of the year. For each Fiscal Year, the megawatt amounts of such power for each HLH and each LLH shall equal the Average Megawatt amount stated in section 1.1 of this exhibit, rounded to a whole number.

*End Option 1*

*Option 2: Include if customer chooses a Tier 1 block shaped to their Monthly Net Requirement:*

1.2 **Block Shaped to Net Requirement**

The amounts of Firm Requirements Power priced at Tier 1 Rates for each month, and for each HLH and each LLH within each month, are established as follows:

1.2.1 **Monthly Shaping Factors to Determine Amounts for Each Month**

“Monthly Shaping Factors” means the factors, as stated in section 1.2.1.3 of this exhibit, which BPA shall use to determine the amount of Firm Requirements Power priced at Tier 1 Rates for each month of a Fiscal Year. BPA shall determine «Customer Name»’s Monthly Shaping Factors in accordance with section 1.2.1.2 of this exhibit using «Customer Name»’s “monthly 2010 load values” and “annual 2010 load value” as determined in accordance with section 1.2.1.1 of this exhibit.

1.2.1.1 **Calculation of Monthly and Annual 2010 Load Values**

Each “monthly 2010 load value” for «Customer Name» shall be equal to «Customer Name»’s monthly Total Retail Load for FY 2010, as adjusted in accordance with sections 4.1.1.1, 4.1.1.2, and 4.1.1.3 of the TRM. «Customer Name»’s “annual 2010 load value” shall be equal to the sum «Customer Name»’s “monthly 2010 load values” for all months of FY 2010.

1.2.1.2 **Calculation of Monthly Shaping Factors**

«Customer Name»’s Monthly Shaping Factors shall be determined as follows:

(1) The “monthly shape numerator” shall be equal to (a) the “monthly 2010 load value” for the corresponding month in FY 2010 minus (b) «Customer Name»’s Existing Resource amounts for each month of FY 2012, as listed in section 2 of Exhibit A, expressed in MWh;

(2) The “monthly shape denominator” shall be equal to (a) the “annual 2010 load value,” minus (b) the sum of «Customer Name»’s Existing Resource amounts for all months of FY 2012, as listed in section 2 of Exhibit A, expressed in MWh; and

(3) The Monthly Shaping Factors shall be equal to (a) the “monthly shape numerator” for each month, divided by (b) the “monthly shape denominator”.

1.2.1.3 **Monthly Shaping Factors**

By September 15, 2011, BPA shall update the table below with «Customer Name»’s Monthly Shaping Factors calculated in accordance with this section 1.2.1. These Monthly Shaping Factors shall not change for the term of this Agreement.

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

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Monthly Shaping Factors** | | | | | | | | | | | | |
| **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Total** |
|  |  |  |  |  |  |  |  |  |  |  |  | 1.000 |
| Note: Round the factors in the table above to three decimal places. | | | | | | | | | | | | |

1.2.1.4 **Megawatt-Hour Amounts**

The megawatt-hours priced at Tier 1 Rates for each month of each Fiscal Year, beginning with FY 2012, shall be equal to (1) the annual average amount of Firm Requirements Power priced at Tier 1 Rates stated in section 1.1 of this exhibit multiplied by (2) the Monthly Shaping Factor for the corresponding month as specified in section 1.2.1.3 of this exhibit multiplied by (3) the number of hours in the Fiscal Year.

*Sub-Option 1: Include if customer chooses a flat Tier 1 block within each month:*

1.2.2 **Amounts Within Each Month**

Except for any amounts of Shaping Capacity specified in section 1.4 of this exhibit, amounts of Firm Requirements Power priced at Tier 1 Rates within each month shall be the same for all hours of the month. The megawatt amount of such power for each HLH and each LLH is the total megawatt-hours in the month established in section 1.2.1.4 of this exhibit divided by the number of hours in the month, rounded to a whole number.

*End Sub-Option 1*

*Sub-Option 2: Include if customer chooses a Tier 1 block that is shaped to their Net Requirement up to 60% HLH within each month:*

1.2.2 **Amounts Within Each Month**

“Diurnal Shaping Factors” means the factors, as stated in section 1.2.2.4 of this exhibit, which BPA shall use to determine the amounts of Firm Requirements Power priced at Tier 1 Rates for each HLH and each LLH within each month. BPA shall determine «Customer Name»’s Diurnal Shaping Factors in accordance with sections 1.2.2.2 and 1.2.2.3 of this exhibit using «Customer Name»’s “monthly 2010 HLH load values” as determined in section 1.2.2.1 of this exhibit and «Customer Name»’s “monthly 2010 load values” as determined in accordance with section 1.2.1.1 of this exhibit.

1.2.2.1 **Calculation of Monthly 2010 HLH Load Value**

Each “monthly 2010 HLH load value” for «Customer Name» shall be equal to «Customer Name»’s monthly HLH Total Retail Load for FY 2010, as adjusted in accordance with sections 4.1.1.1, 4.1.1.2, and 4.1.1.3 of the TRM.

1.2.2.2 **Calculation of HLH Diurnal Shaping Factors**

«Customer Name»’s HLH Diurnal Shaping Factors shall be determined as follows:

(1) The “monthly HLH shape numerator” shall be equal to (a) the “monthly 2010 HLH load value” for the corresponding month in FY 2010 minus (b) «Customer Name»’s Existing Resource amounts for the HLHs of the month of FY 2012, as listed in section 2 of Exhibit A, expressed in MWh;

(2) The “monthly HLH shape denominator” shall be equal to (a) the “monthly 2010 load value,” minus (b) «Customer Name»’s Existing Resource amounts for the month of FY 2012, as listed in section 2 of Exhibit A, expressed in MWh; and

(3) The HLH Diurnal Shaping Factor for each month shall be equal to the lesser of: (a) 0.6, or (b) the “monthly HLH shape numerator” for each month divided by the “monthly HLH shape denominator” for each such month.

1.2.2.3 **Calculation of LLH Diurnal Shaping Factors**

The LLH Diurnal Shaping Factor for each month shall equal one minus that month’s HLH Diurnal Shaping Factor.

1.2.2.4 **Diurnal Shaping Factors**

By September 15, 2011, BPA shall update the table below with «Customer Name»’s Diurnal Shaping Factors as calculated in accordance with this section 1.2.2. These Diurnal Shaping Factors shall not change for the term of this Agreement.

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

| **Diurnal Shaping Factors** | | | | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **Total** | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 |
| Note: Round the factors in the table above to three decimal places. | | | | | | | | | | | | |

1.2.2.5 **HLH and LLH Amounts**

Except for any amounts of Shaping Capacity specified in section 1.4 of this exhibit, the megawatt amount of Firm Requirements Power for each HLH of a month shall be equal to the following, rounded to a whole number: (1) the total MWh amount in the month established according to section 1.2.1.4 multiplied by (2) the HLH Diurnal Shaping Factor for the month stated in section 1.2.2.4 divided by (3) the HLHs in the month.

The megawatt amount of Firm Requirements Power for each LLH of a month shall be equal to the following, rounded to a whole number: (1) the total MWh amount in the month established according to section 1.2.1.4 multiplied by (2) the LLH Diurnal Shaping Factor for the month stated in section 1.2.2.4 divided by (3) the LLHs in the month.

*End Sub-Option 2*

*End Option 2 for Block shaped to Net Requirement*

1.3 **Current Tier 1 Block**

By September 15, 2011, and by September 15 of each Fiscal Year thereafter, BPA shall update the table below with whole megawatt amounts of Firm Requirements Power priced at Tier 1 Rates for the upcoming Fiscal Year as established according to sections 1.1 and 1.2 of this exhibit. Due to rounding, the total megawatt-hours established in the table below for any Fiscal Year may be slightly different than the megawatt-hours calculated by multiplying the amount stated in section 1.1 of this exhibit by the number of hours in that Fiscal Year.

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

| **Tier 1 Monthly Block Amounts (MW/hr)** | | | | | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Fiscal Year** | **Diurnal Period** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2012 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2013 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2014 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2015 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2016 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2017 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2018 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2019 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2020 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2021 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2022 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2023 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2024 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2025 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2026 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2027 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2028 | **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: Round the megawatt-per-hour amounts in the table above to whole megawatts-per-hour. | | | | | | | | | | | | | |

*Option 1: Include if customer does not purchase Shaping Capacity:*

1.4 **Shaping Capacity**

«Customer Name» is not purchasing any amount of Shaping Capacity.

*End Option 1*

*Option 2: Include if customer is purchasing Shaping Capacity (Option 2 is over one page long):*

1.4 **Shaping Capacity**

1.4.1 **Amounts**

BPA shall establish amounts of Shaping Capacity for each month by applying the following formula for each month:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| [[ | FY 2010 monthly peak in MW | | | ] × [ | FY 2012 HLH block amount from section 1.3 | ]] - [ | FY 2012 HLH block amount from section 1.3 | ] |
| Monthly HLH load in MWh | ÷ | HLH in month during FY 2010 |

For this calculation:

“Monthly HLH load” means the HLH load portion of «Customer Name»’s measured FY 2010 Total Retail Load, as adjusted in accordance with sections 4.1.1.1, 4.1.1.2, and 4.1.1.3 of the TRM, and

“FY 2010 monthly peak” means «Customer Name»’s FY 2010 customer system peak for the month.

By September 15, 2011, BPA shall update the table below with «Customer Name»’s amounts of Shaping Capacity in whole megawatts. These amounts shall not change for the term of this Agreement except as specified in section 1.4.3 of this exhibit. «Customer Name» shall pay for the full amount of Shaping Capacity megawatts listed below whether or not «Customer Name» used such Shaping Capacity.

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

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Monthly Shaping Capacity Amounts (MW)** | | | | | | | | | | | | |
|  | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| **HLH** |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: Round the megawatt amounts in the table above to whole megawatts. | | | | | | | | | | | | |

1.4.2 **Scheduling Shaping Capacity**

(1) «Customer Name» may preschedule for any HLH any amount that is greater than or less than the block amount listed in section 1.3 of this exhibit within the Shaping Capacity amounts listed in section 1.4.1 of this exhibit. For the HLH period each day, «Customer Name» shall preschedule an Average Megawatt amount equal to the HLH block megawatt amount stated in section 1.3 of this exhibit.

(2) When using Shaping Capacity, «Customer Name» shall preschedule according to Exhibit F.

1.4.3 **Additional Provisions**

(1) If BPA establishes a peaking energy limitation in accordance with section 3.4.2 of the body of this Agreement, then BPA shall limit the amounts of Shaping Capacity megawatts listed in section 1.4.1 of this exhibit for any month(s) where «Customer Name»’s monthly peaking Net Requirement listed in section 1.2 of Exhibit A is less than the sum of:

(A) «Customer Name»’s monthly HLH Tier 1 Rate purchase amount listed in section 1.3 of this exhibit,

(B) «Customer Name»’s monthly Tier 2 Rate purchase amount established in section 2 of this exhibit, and

(C) the monthly Shaping Capacity amounts listed in section 1.4.1 of this exhibit.

(2) If BPA determines that the Shaping Capacity amount for all customers purchasing Shaping Capacity exceeds 200 Average Megawatts in any month, then BPA may unilaterally amend this exhibit to add limits for such months to the amounts that prescheduled megawatts can vary from one hour to the next.

*End Option 2 for Shaping Capacity*

**2. FIRM REQUIREMENTS POWER AT TIER 2 RATES**

2.1 **Notice to Purchase Zero Amounts at Tier 2 Rates**

If «Customer Name» elects not to purchase Firm Requirements Power at Tier 2 Rates for a Purchase Period, then by March 31 immediately following the corresponding Notice Deadline, BPA shall update this exhibit to indicate such election by adding an “X” to the applicable cell in the following table. Such election means that for the Purchase Period specified below, «Customer Name» shall: (1) purchase zero amounts of Firm Requirements Power at Tier 2 Rates, and (2) serve all of its Above-RHWM Load with power other than Firm Requirements Power.

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

| **Zero Tier 2** | **Purchase Period** |
| --- | --- |
|  | FY 2012 - FY 2014 |
|  | FY 2015 - FY 2019 |
|  | FY 2020 - FY 2024 |
|  | FY 2025 - FY 2028 |

2.2 **Tier 2 Load Growth Rate**

«Customer Name» shall not have the right to purchase Firm Requirements Power at Tier 2 Load Growth Rates for the term of this Agreement.

2.3 **Tier 2 Vintage Rates**

2.3.1 **Election Process**

2.3.1.1 **Right to Convert**

Subject to the amounts of power BPA makes available at one or more Tier 2 Vintage Rates, «Customer Name» shall have the right to convert some or all of the amounts of Firm Requirements Power it has elected to purchase at Tier 2 Short-Term Rates, as stated in section 2.4 of this exhibit, to an equal purchase amount at Tier 2 Vintage Rates.

2.3.1.2 **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 offered by BPA. “Statement of Intent” means a statement prepared by BPA and signed by «Customer Name» that describes the approach and cost structure that will be used for a specific Tier 2 Cost Pool. If BPA establishes a Tier 2 Cost Pool for a Tier 2 Vintage Rate consistent with the Statement of Intent, then «Customer Name» agrees to have the portion of its Tier 2 Rate power purchase specified in the Statement of Intent priced at that rate. If BPA is unable to establish the Tier 2 Cost Pool for the specific Tier 2 Vintage Rate, then «Customer Name» agrees to purchase such amount of Firm Requirements Power at Tier 2 Short-Term Rates, except as stated in section 2.3.1.5 of this exhibit.

2.3.1.3 **Insufficient Availability**

The Statement of Intent shall include procedures to allocate between competing applications for a specific Tier 2 Cost Pool if requests exceed amounts available.

2.3.1.4 **Conversion Costs**

Upon establishment of a Tier 2 Vintage Rate for which «Customer Name» signed a Statement of Intent, «Customer Name» shall be liable for payment of any outstanding costs under Tier 2 Short-Term Rates that apply to «Customer Name». Such costs shall be those that BPA: (1) is obligated to pay and will not recover from «Customer Name» under Tier 2 Short-Term Rates as a result of the conversion, and (2) is unable to recover through other transactions. BPA shall determine such costs, if any, in the first 7(i) Process that establishes the applicable Tier 2 Vintage Rate. In no event shall BPA make payment to «Customer Name» as a result of «Customer Name»’s conversion of purchase amounts at Tier 2 Short-Term Rates to purchase amounts at Tier 2 Vintage Rates.

2.3.1.5 **Additional Offerings**

In addition to the right to convert to Tier 2 Vintage Rates established in section 2.3.1.1 of this exhibit, «Customer Name» may have the opportunity to purchase Firm Requirements Power at Tier 2 Vintage Rates regardless of whether «Customer Name» is purchasing at Tier 2 Short-Term Rates if:

(1) BPA determines, in its sole discretion, that all requests for service at Tier 2 Vintage Rates by purchasers of Firm Requirements Power at Tier 2 Short-Term Rates are able to be satisfied, and

(2) 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.

If «Customer Name» signs a Statement of Intent offered by BPA pursuant to this section 2.3.1.5, and if BPA is unable to establish the Tier 2 Cost Pool for the applicable Tier 2 Vintage Rate, then «Customer Name»’s current elections for service to its Above-RHWM Load shall continue to apply.

Except as provided in this section 2.3.1, 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.

2.3.1.6 **Exhibit Updates**

By September 15 immediately following the establishment of a Tier 2 Vintage Rate for which «Customer Name» signed a Statement of Intent, BPA shall amend this exhibit to show «Customer Name»’s Tier 2 Vintage Rate purchases and remove «Customer Name»’s Tier 2 Short-Term Rate purchases by the amounts purchased at the Tier 2 Vintage Rate, if «Customer Name» is converting to the Tier 2 Vintage Rate from the Tier 2 Short-Term Rate. BPA shall insert applicable tables, terms, and conditions for each Tier 2 Vintage Rate in section 2.3.2 of this exhibit.

*Option 1: For customers that* ***did not*** *sign the SOI for VR1-2014 or VR1-2016, leave in the following existing language:*

2.3.2 **Vintage Rate Elections*(02/25/15 Version)***

«Customer Name» has no Tier 2 Vintage Rate elections at this time.

*END Option 1*

*Option 2: For customers with a Vintage Rate election only. (Note: Each Vintage Rate is different. The language below does not apply to a new customer or a customer changing products. Use Option 1 for these instances.)*

*Drafter’s Note: Include for customers that signed the SOI for the VR1-2014 Rate:*

2.3.2.«#» **VR1-2014 Rate Purchase Obligation**

Pursuant to Contract No. 11PB-«#####», PF Tier 2 Vintage Market Sourced Rate Statement of Intent, «Customer Name» has elected to purchase Firm Requirements Power at a Tier 2 Vintage Rate (VR1‑2014 Rate), if established, for the Fiscal Years and in the amounts listed in the table below. If BPA is unable to establish the VR1‑2014 Rate, then «Customer Name» shall «purchase such amounts of Firm Requirements Power at Tier 2 Short-Term Rates/use Unspecified Resource Amounts» to serve that portion of its Above-RHWM Load.

| VR1-2014 Rate Purchase Obligation | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Fiscal Year** | **2015** | **2016** | **2017** | **2018** | **2019** |
| **Election** |  |  |  |  |  |
| Note: Insert amounts in Average Megawatts rounded to three decimal places for each year. | | | | | |

All applicable costs associated with the VR1-2014 Rate shall be determined in the 7(i) Process used to establish the VR1‑2014 Rate in each Rate Period. Costs shall be determined in accordance with the TRM and PF Tier 2 Vintage Market Sourced Rate Statement of Intent.

If BPA is unable to establish the VR1-2014 Rate then BPA shall update this exhibit accordingly.

*Drafter’s Note: Include for customers that signed the SOI for the VR1-2016 Rate. Replace the existing VR1-2016 Rate Election language with the following:*

2.3.2.«#» **VR1-2016 Rate Purchase Obligation**

Pursuant to Contract No. 12PS-«#####», Tier 2 Vintage Rate Statement of Intent, «Customer Name» has elected to purchase Firm Requirements Power at a Tier 2 Vintage Rate (VR1‑2016 Rate), if established, for the Fiscal Years and in the amounts listed in the table below. If BPA is unable to establish the VR1‑2016 Rate, then «Customer Name» shall purchase such amounts of Firm Requirements Power at Tier 2 Short‑Term Rates to serve that portion of its Above‑RHWM Load.

| **VR1-2016 Rate Purchase Obligation** | | | | |
| --- | --- | --- | --- | --- |
| **Fiscal Year** | **2016** | **2017** | **2018** | **2019** |
| **Election** |  |  |  |  |
| Note: Insert amounts in Average Megawatts rounded to three decimal places for each year. | | | | |

All applicable costs associated with the VR1‑2016 Rate shall be determined in the 7(i) Process used to establish the VR1‑2016 Rate in each Rate Period. Costs shall be determined in accordance with the TRM and Tier 2 Vintage Rate Statement of Intent.

If BPA is unable to establish the VR1‑2016 Rate then BPA shall update this exhibit accordingly.

*END Option 2*

2.4 **Tier 2 Short-Term Rate**

If «Customer Name» elects by the applicable Notice Deadline to purchase Firm Requirements Power at Tier 2 Short-Term Rates for a Purchase Period, then in its election «Customer Name» shall state its purchase amounts of such power for each year of the corresponding Purchase Period. By March 31 immediately following each Notice Deadline, BPA shall update the table below with: (1) «Customer Name»’s purchase amounts, if any, at Tier 2 Short-Term Rates for the corresponding Purchase Period, or (2) a zero purchase amount if «Customer Name» does not elect to purchase Firm Requirements Power at Tier 2 Short-Term Rates for the corresponding Purchase Period.

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

| **Tier 2 Short-Term Rate Table** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Fiscal Year** | **2012** | **2013** | **2014** | **2015** | **2016** |
| **aMW** |  |  |  |  |  |
| **Fiscal Year** | **2017** | **2018** | **2019** | **2020** | **2021** |
| **aMW** |  |  |  |  |  |
| **Fiscal Year** | **2022** | **2023** | **2024** | **2025** | **2026** |
| **aMW** |  |  |  |  |  |
| **Fiscal Year** | **2027** | **2028** |  |  |  |
| **aMW** |  |  |  |  |  |
| Note: Insert whole megawatt amounts for each year of the applicable Purchase Period. | | | | | |

2.5 **Amounts of Power to be Billed at Tier 2 Rates**

Prior to each Fiscal Year and consistent with «Customer Name»’s elections, BPA shall determine the amounts, if any, of Firm Requirements Power at Tier 2 Rates that need to be remarketed subject to section 10 of the body of this Agreement. By September 15 of each Fiscal year beginning September 15, 2011, BPA shall update the table below for the upcoming Fiscal Year with: (1) the annual average amounts of Firm Requirements Power which «Customer Name» shall purchase at each applicable Tier 2 Rate, (2) any remarketed Tier 2 Rate purchase amounts, and (3) the total amount of Firm Requirements Power priced at Tier 2 Rates, net of any remarketed amounts.

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

| **Annual Amounts Priced at Tier 2 Rates (aMW)** | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Fiscal Year** | **2012** | **2013** | **2014** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** |
| **No Tier 2 at this time** |  |  |  |  |  |  |  |  |  |
| **Minus Remarketed Amounts** |  |  |  |  |  |  |  |  |  |
| **Total Amount at Tier 2** |  |  |  |  |  |  |  |  |  |
| **Fiscal Year** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** |  |
| **No Tier 2 at this time** |  |  |  |  |  |  |  |  |
| **Minus Remarketed Amounts** |  |  |  |  |  |  |  |  |
| **Total Amount at Tier 2** |  |  |  |  |  |  |  |  |
| 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 whole annual Average Megawatts. | | | | | | | | | |

*Drafter’s Note: Include the following language if customer purchases DFS, as defined in section 2 of Exhibit D.*

2.6 **Displacement of Block Product Amounts for Diurnal Flattening Service*(06/02/09 Version)***

For each hour when the total scheduled generation from «Customer Name»’s Specified Resources listed in section 2.3.6.1 of Exhibit D, is greater than (up to the resource’s combined Operating Maximum amount) the total Planned Resource Amount for such Specified Resources, BPA’s obligation to make available the total planned Block Product amount (Tier 1 Block Amounts plus Tier 2 Block Amounts) specified in this exhibit shall be reduced by the amount the sum of the generation of such Specified Resources (that is equal to or less than the sum of the Operating Maximum of such resources) exceeds the sum of Planned Resource Amounts of such resources for each hour. «Customer Name» shall schedule its reduced Block Product deliveries as required for Diurnal Flattening Service pursuant to section 2.3 of Exhibit D and section 6 of Exhibit F. The total amount of DFS service provided to «Customer Name» for the month shall not exceed the total Block Product amount for that month.

*End Option for DFS*

**3. MONTHLY PF RATES**

Applicable monthly Tier 1 and Tier 2 Rates are specified in BPA Wholesale Power Rate Schedules and GRSPs.

**4. REVISIONS**

BPA shall revise this exhibit to reflect «Customer Name»’s elections regarding service to its Above-RHWM 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*(10/18/2021 Version)***

1.1 **Definitions**

1.1.1 “Grandfathered Load” means, for purposes of this section 1 of Exhibit D, the cumulative total of the load growth at a facility of a Potential NLSL, a Planned NLSL, or a large load that is subject to monitoring for NLSL purposes which does not equal or exceed ten Average Megawatts in any consecutive 12‑month monitoring period or periods.

1.1.2 “Planned NLSL” means the load at a facility that BPA and a customer have agreed, pursuant to the provisions of Section V.B. of the April 2001 Bonneville Power Administration New Large Single Load Policy, is expected to become an NLSL during the facility’s next consecutive 12‑month monitoring period.

1.1.3 “Potential NLSL” shall have the meaning as described in section 23.3.3.2 of the body of the Agreement.

*Option 1: Include the following if customer* ***has no*** *CF/CT loads.*

1.2 **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.*

1.2 **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:

Facility description:

Amount of firm energy (megawatts at 100 percent load factor) contracted for, or committed to:

*End Option 2*

*Option 1: Include the following if customer* ***has no*** *POTENTIAL NLSLs.*

1.3 **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 Planned NLSLs at same site or as needed.*

1.3 **Potential NLSLs*(12/20/2022 Version)***

«Customer Name» has the following Potential NLSLs:

End-use consumer’s name:

«Facility name:»

Facility location:

12-month monitoring period: «Month Day» through «Month Day»

Date load confirmed as a Potential NLSL:

Potential NLSL description:

*End Option 2*

*Option 1: Include the following if customer* ***has no*** *PLANNED NLSLs.*

1.4 **Planned NLSLs**

«Customer Name» has no Planned NLSLs.

*End Option 1*

*Option 2: Include the following if customer* ***has*** *PLANNED NLSLs and will serve the Planned NLSLs with Dedicated Resources and/or Consumer-Owned Resources.*

1.4 **Planned NLSLs*(12/20/2022 Version)***

«Customer Name» has one or more Planned NLSLs and elects to serve the Planned NLSLs listed below pursuant to section 23.3 and with resource amounts in Exhibit A that are not already used to serve any other portion of «Customer Name»’s Total Retail Load. BPA shall list such Dedicated Resources and Consumer-Owned Resources in section 4 or section 7.4, respectively, of Exhibit A.

*Drafter’s Note: If customer has more than one Planned NLSL, number each separately as (1), (2), etc. and indent appropriately. 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:

12-month monitoring period: «Month Day» through «Month Day»

Date load confirmed as a Planned NLSL:

Planned NLSL description:

Manner of service: «Direct or Transfer»

*Include if Planned NLSL is served with transfer:*Transfer Service Costs Coverage: «Passed Through BPA *or* Directly to Third Party Transmission Provider»

*Option: Include the following if the customer has one or more Planned NLSLs that are served with transfer.*

1.4.1 **Planned NLSL(s) Served by Transfer Service**

«Customer Name» shall pay for any Transfer Service costs related to serving «Customer Name»’s Planned NLSL(s) with Dedicated Resources or Consumer-Owned Resources during the applicable consecutive 12-month monitoring period. These may include, but are not limited to, costs of transmission, ancillary services, energy imbalance charges, and any other charges assessed by the Third Party Transmission Provider associated with delivering resources to the Planned NLSL.

*Suboption 1: Include the following if the customer has one or more Planned NLSLs that are served with transfer and BPA passes through the Transfer Service costs to the customer.*

For «Customer Name»’s Planned NLSL(s) listed above in section(s) 1.4(«#»), BPA will pass through the applicable Transfer Service costs to «Customer Name» on a monthly basis after BPA has received and verified the charges. At the end of the applicable consecutive 12‑month monitoring period, BPA will determine if the Planned NLSL became an NLSL according to section 1.6 below. However, 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 the load continues to be monitored as a Planned NLSL, then the applicable provisions of this section 1.4.1 will continue to apply.

«Placeholder for Special Provisions.»

*End Suboption 1*

*Suboption 2: Include the following if the customer has one or more Planned NLSLs that are served with transfer and customer has a contract with the transmission provider to pay Transfer Service costs directly.*

For «Customer Name»’s Planned NLSL(s) listed above in section(s) 1.4(«#»), «Customer Name» contracts directly with «Third Party Transmission Provider(s)» to deliver its resources to serve «Customer Name»’s Planned NLSL and will pay for all related costs directly through such agreement. «Customer Name» shall provide BPA with such agreement and any amendments, once available. Under no circumstance will BPA credit «Customer Name» for any Transfer Service costs paid directly to «Third Party Transmission Provider» for its Planned NLSLs. At the end of the applicable consecutive 12‑month monitoring period, BPA will determine if the Planned NLSL became an NLSL according to section 1.6 below. If needed, BPA and «Customer Name» will work together to determine a plan for long-term service to the Planned NLSL including the feasibility of customer assigning their contract for transmission service to the load to BPA, prior to the next upcoming 12-month monitoring period.

«Placeholder for Special Provisions.»

*End Suboption 2*

*End Option*

*End Option 2*

*Option 1: Include the following if customer* ***has no*** *NLSLs and DELETE both Options 1 and 2 for section 1.5.1 below.*

1.5 **NLSLs**

«Customer Name» has no NLSLs.

*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.*

1.5 **NLSLs*(12/20/2022 Version)***

«Customer Name» has one or more NLSLs and elects to serve the NLSLs listed below pursuant to section 23.3 of the body of this Agreement and with resource amounts in Exhibit A that are not already used to serve any other portion of «Customer Name»’s Total Retail Load. BPA shall list such Dedicated Resources and Consumer-Owned Resources in section 4 or section 7.4, respectively, of Exhibit A.

*Drafter’s Note: If customer has more than one NLSL, letter each separately as (1), (2), etc. and indent appropriately. Add facility name if there are two NLSLs at same site or as needed.*

End–use consumer’s name:

«Facility name:»

Facility location:

12-month monitoring period: «Month Day» through «Month Day»

Date load determined as an NLSL: «Month Day, Year» (See BPA Administrator’s letter dated «Month Day, Year»)

*Drafter’s Note: Use amount and monitoring period dates at the point when the load triggered NLSL status.*Approximate load: «X.XXX» aMW (load measured from «Month Day, Year» through «Month Day, Year»)

Description of NLSL:

Manner of service: «Direct or Transfer»

*Include if NLSL is served with transfer:*Transfer Service Costs Coverage: «Passed Through BPA *or* Directly to Third Party Transmission Provider»

*Option: Include the following if the customer has one or more NLSLs that are served with transfer.*

1.5.1 **NLSL(s) Served by Transfer Service**

«Customer Name» shall pay for any Transfer Service costs related to serving «Customer Name»’s NLSL(s)s with Dedicated Resources or Consumer-Owned Resources during the applicable consecutive 12-month monitoring period. These may include, but are not limited to, costs of transmission, ancillary services, energy imbalance charges, and any other charges assessed by the Third Party Transmission Provider associated with delivering resources to the NLSL.

*Suboption 1: Include the following if the customer has one or more NLSLs that are served with transfer and BPA passes through the Transfer Service costs to the customer.*

For «Customer Name»’s NLSL(s) listed above in section(s) 1.5(«#»), BPA will pass through the applicable Transfer Service costs to «Customer Name» on a monthly basis after BPA has received and verified the charges.

«Placeholder for Special Provisions.»

*End Suboption 1*

*Suboption 2: Include the following if the customer has one or more NLSLs that are served with transfer and customer has a contract with the transmission provider to pay Transfer Service costs directly.*

For «Customer Name»’s NLSL(s) listed above in section(s) 1.5(«#»), «Customer Name» contracts directly with «Third Party Transmission Provider(s)» to deliver its resources to serve «Customer Name»’s NLSL and will pay for all related costs directly through such agreement. «Customer Name» shall provide BPA with such agreement and any amendments, once available.

«Placeholder for Special Provisions.»

*End Suboption 2*

*End Option*

*End Option 2*

*Option 1: Include the following if customer* ***has*** *an NLSL but* ***has no*** *onsite renewable or cogeneration facilities to serve an NLSL:*

1.5.1 **Renewable Resource/Cogeneration Exception**

«Customer Name»’s end-use consumer is not currently applying an onsite renewable resource or cogeneration facility to an NLSL.

*End Option 1*

*Option 2: Include the following if customer* ***has*** *an NLSL and* ***has*** *an onsite renewable or cogeneration facility to serve that NLSL.*

1.5.1 **Renewable Resource/Cogeneration Exception**

*Drafter’s Note: Use Revision 5 to Exhibit D under Flathead’s Subscription Contract 00PB-12172 as a template and coordinate with the NLSL expert and general counsel to add specific renewable or cogeneration resource information.*

*Option: Choose whether customer is applying a renewable or cogeneration facility.*

«Customer Name»’s end-use consumer is applying an onsite «renewable resource or cogeneration facility» to its NLSL listed in section 1.5 of this exhibit. *Suboption: Include the following if the customers’ onsite renewable or cogeneration facility is served with Transfer.* BPA shall not be responsible for paying for Transfer Service costs related to applying «Customer Name»’s dedicated resources to its NLSL.*End Suboption*

*End Option 2*

*Drafter’s Note: Include the following sections 1.6 through 1.9 if a customer* ***has*** *one or more Potential NLSLs, Planned NLSLs, or NLSLs.*

1.6 **Load Status at the End of the Consecutive 12‑Month Monitoring Period**

Under section 23.3.1 of the body of this Agreement, 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.

If the load has grown by ten Average Megawatts or more in the preceding consecutive 12‑month monitoring period, then the load is an NLSL, and BPA shall notify «Customer Name» of the NLSL designation and shall update this section 1. Any future increases in the load shall be part of the NLSL.

If the load has grown by less than ten Average Megawatts in the preceding consecutive 12‑month monitoring period, then BPA shall notify «Customer Name» the load remains a Potential NLSL or Planned NLSL, and BPA will continue to monitor the load growth in the subsequent consecutive 12‑month monitoring period. BPA shall also determine if liquidated damages are applicable pursuant to section 1.9 below. BPA shall update section 1.7 below to add or revise the amount of Grandfathered Load to include the amount that the load increased during the preceding consecutive 12‑month monitoring period.

1.7 **Grandfathered Load for Potential NLSLs, Planned NLSLs, and NLSLs**

Any Grandfathered Load will be included in the calculation of «Customer Name»’s Firm Requirements Power eligible for service at BPA’s PF rates.

BPA shall list any Potential NLSLs, Planned NLSLs and NLSLs with Grandfathered Load in the table below. Upon BPA’s determination that a monitored load is an NLSL, all measured amounts of load of such NLSL that exceed the listed Grandfathered Load amount shall be «Customer Name»’s NLSL and will be served in accordance with section 23.3 of the body of this Agreement and this section 1 of Exhibit D.

*Drafter’s Note: Add a row for each additional Potential NLSL, Planned NLSL, or NLSL that has Grandfathered Load. Update at the end of each monitoring period. If customer has no Grandfathered Load, include N/A and retain «XX.XXX» as applicable.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Grandfathered Load** | | | |
| **Facility Name** | **Status of NLSL** | **Energy** | **Peak** |
| «Name of Potential NLSL, Planned NLSL, or NLSL *or* N/A» | «Potential NLSL, Planned NLSL or NLSL *or* N/A » | «XX.XXX» aMW | «XX.XXX» MW |

1.8 **Additional Requirements for Planned NLSLs and NLSLs**

1.8.1 **Submittal of Initial Forecast**

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 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 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 amounts, then BPA shall revise section 4 of Exhibit A to capture such amounts by September 15 of each year.

1.9 **Liquidated Damages for Planned NLSLs*(10/18/2021 Version)***

This section 1.9 will not apply if «Customer Name»’s Net Requirement is greater than its applicable RHWM for the Fiscal Year(s) coinciding with a consecutive 12‑month monitoring period. In addition, consistent with the Existing Resource removal terms and conditions of section 10.5 of the body of the Agreement, this section 1.9 will not apply to any Fiscal Year coinciding with a consecutive 12‑month monitoring period when «Customer Name»’s applicable Net Requirement does not change with the inclusion of the resource dedicated to serve the applicable Planned NLSL.

If BPA determines that a Planned NLSL has grown by less than ten Average Megawatts in the consecutive 12‑month monitoring period just completed, then BPA shall charge and «Customer Name» shall pay BPA the annual liquidated damages charge calculated by BPA as follows:

1.9.1 **Load Subject to Liquidated Damages**

To calculate the load subject to liquidated damages, BPA will multiply the applicable load by the RHWM Ratio. The applicable load is defined as the metered load at the Planned NLSL(s) during the 12‑month monitoring period minus any Grandfathered Load(s). The RHWM Ratio is defined as the lesser of: (1) the difference of the average of the applicable RHWM(s) during the 12-month monitoring period and the average of the applicable Annual Net Requirement(s) during the 12-month monitoring period divided by the Applicable Load or (2) one. The load calculation described in this section 1.9.1 is expressed in the following formula:

Where:

Applicable Load = the metered load at the Planned NLSL(s) – any Grandfathered load(s)

RHWM Ratio =

LD Load = load subject to liquidated damages

1.9.2 **Annual Liquated Damages Charge**

The annual liquated damages charge shall be the greater of $0 or the product of the load calculated in section 1.9.1 above and the difference between the average of the weighted average Powerdex Mid-Columbia Hourly Index prices for the applicable 12-month monitoring period and the weighted average of the applicable 12-month monitoring period Priority Firm Power Tier 1 Equivalent rate. The annual liquidated damages charge calculation described in this section 1.9.2 is expressed in the following formula:

)

Where:

LD Load = load calculated in section 1.9.1 above

Average Market = the average of the weighted average Powerdex Mid-Columbia Hourly Index prices for the applicable monitoring period

Average Priority Firm = weighted average of the applicable 12-month monitoring period Priority Firm Power Tier 1 Equivalent rate

The Priority Firm Power Tier 1 Equivalent rate is subject to adjustment during the Rate Period in accordance with the Power Rate Schedules and General Rate Schedule Provisions. If the applicable Priority Firm Power Tier 1 Equivalent rate is adjusted, then BPA will use such applicable adjusted rate.

**2.** **RESOURCE SUPPORT SERVICES*(07/21/09 Version)***

RSS is only available to «Customer Name» to support renewable resources that are added after September 30, 2006 and are Specified Resources used to serve Total Retail Load. «Customer Name»’s purchase of RSS shall include those support services necessary and consistent with «Customer Name»’s Block purchase to convert the actual scheduled output from the resource being supported into a flat annual block.

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.

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

**3. IRRIGATION RATE MITIGATION**

Subject to the terms specified in BPA’s applicable Wholesale Power Rate Schedules and GRSPs:

3.1 for billing purposes, in the months listed below for each year during the term of this Agreement, BPA shall apply Irrigation Rate Mitigation 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** |
|  |  |  |  |  |  |

3.2 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; and

3.3 «Customer Name» shall be responsible for implementing cost-effective conservation measures on irrigation systems in their service territories. «Customer Name» shall verify and report all conservation measures and project savings consistent with section 18.1.2 of the body of this Agreement.

*End IRM Option*

*Drafter’s Note: The following “Limitations on Exchange of Existing Resources” was offered to existing public customers, as a one-time offer, during the Regional Dialogue Clean-up Amendment (07/21/09). For the remaining term of the Regional Dialogue contracts, the following provision is only to be offered to new public customers.*

**«#». LIMITATIONS ON EXCHANGE OF EXISTING RESOURCES*(07/21/09 Version)***

«#».1 **Option on Full ASC Participation and Alternative Contract**

BPA’s 2008 Average System Cost (ASC) Methodology limits the loads and resource costs included in ASCs for consumer-owned utilities that sign a CHWM Contract. The TRM establishes a Tier 1 PF Exchange Rate for such consumer-owned utilities. Pursuant to section 12.2 of the body of this Agreement and section 20 of the Residential Purchase and Sale Agreement (RPSA), «Customer Name» is contractually precluded from seeking or receiving Residential Exchange Program (REP) benefits based on an ASC other than as provided for in Section IV(G) of the 2008 ASC Methodology or its successor.

BPA and «Customer Name» understand and acknowledge that this is the first time BPA has attempted to implement an REP with two different ASC cost structures and two differing levels of benefits, and that as a consequence, the implementation of the REP may be revised over time. Because of the contractual preclusions in the paragraph above and because a limited number of consumer-owned utilities with CHWM Contracts may participate in the REP, the intent of this section «#» is to provide limited protection to such consumer-owned utilities from future changes in the REP.

Any impact to «Customer Name»’s access to REP benefits, pursuant to section 5(c) of the Northwest Power Act, as a result of an action taken by BPA as required by a statutory change or final judicial action shall not be considered an Action as provided in section «#».2 below, shall not be subject to the criteria provided in section «#».3 below, and shall not make available the option provided in section «#».4 below.

Absent the exercise by «Customer Name» of the option set forth in section «#».4 below, nothing in this section «#» is intended to alter the application of any provision of the ASC Methodology.

«#».2 **Actions**

If BPA takes any of the following Actions and such Actions meet the criteria specified in section «#».3, then «Customer Name» may elect the option set forth in section «#».4 below.

**Action 1.** BPA adopts, in a final record of decision issued in a section 7(i) proceeding for a Rate Period, a Base Tier 1 PF Exchange Rate for customers with CHWM Contracts which is calculated in a manner that differs from the following:

Base T1 PF Exchange Rate =

(PFCosts – PFCredits) – (T2Costs – T2Credits) + TmnAddr

PFLoad – T2Load

Where:

Base T1 PF Exchange Rate is the Base Tier 1 PF Exchange rate prior to the final allocation of any rate protection costs arising from the section 7(b)(2) rate test, as determined in each 7(i) Process.

PFCosts are all costs allocated in a 7(i) Process to the Priority Firm rates when the Base PF Exchange rate is calculated (also known as the unbifurcated PF rate) and prior to any reflection of the tiering of the PF Preference rate.

PFCredits are all credits allocated in a 7(i) Process to the Priority Firm rates when the Base PF Exchange rate is calculated (also known as the unbifurcated PF rate) and prior to any reflection of the tiering of the PF Preference rate.

T2Costs are all costs allocated in a 7(i) Process to Tier 2 Cost Pools.

T2Credits are all credits allocated in a 7(i) Process to Tier 2 Cost Pools.

PFLoad is the BPA forecast of load used to determine the unbifurcated PF rate in a 7(i) Process.

T2Load is the BPA forecast of load used to determine Tier 2 Rates in a 7(i) Process.

TmnAddr is the same unit charge for transmission added to the Base PF Exchange rate.

The Tier 1 PF Exchange rate used to calculate «Customer Name»’s REP benefits is the Base Tier 1 PF Exchange rate as modified by any Supplemental 7(b)(3) Rate Charge, as determined in each 7(i) Process and may be adjusted pursuant to the Supplemental 7(b)(3) Rate Charge Adjustment, any cost recovery adjustment clause, and any dividend distribution clause, as determined to be applicable to the Tier 1 PF Exchange rate in a 7(i) Process.

**Action 2.** BPA adopts, in a final record of decision, policy or interpretation, a method of calculating «Customer Name»’s ASC for a Fiscal Year(s) of an Exchange Period pursuant to BPA’s 2008 ASC Methodology or its successor that differs from the following formula:

RHWM ASC =      Contract System Cost – NewRes$

Contract System Load – NewResMWh

Where:

RHWM ASC is the ASC for «Customer Name» for an Exchange Period, as defined by BPA’s 2008 ASC Methodology.

Contract System Cost is as defined in BPA’s 2008 ASC Methodology.

NewRes$ is the forecast cost of resources (including purchased power contracts) used under this Agreement to serve «Customer Name»’s Above-RHWM Load. Such resources are exclusive of «Customer Name»’s Existing Resources for CHWMs as specified in Attachment C, Column D, of the TRM, and exclusive of purchases of power at Tier 1 Rates from BPA. The costs included in NewRes$ will be determined using a methodology similar to Appendix 1 Endnote d of BPA’s 2008 ASC Methodology.

Contract System Load is as defined in BPA’s 2008 ASC Methodology.

NewResMWh is the forecast generation from resources (including purchased power contracts) used under this agreement to serve «Customer Name»’s Above-RHWM Load. Such resources are exclusive of «Customer Name»’s Existing Resources for CHWMs specified in Attachment C, Column D, of the TRM, and exclusive of purchases of power at Tier 1 Rates from BPA.

**Action 3.** BPA offers «Customer Name» an RPSA with an Exchange Load used to calculate «Customer Name»’s REP benefits payments that differs from the following formula, or interprets such RPSA in a manner that differs from the following formula:

Actual RHWM Exchange Load = RRL × T1Pctg

Where:

Actual RHWM Exchange Load is the monthly residential and small farm load of «Customer Name» used to calculate the actual monthly REP payments to «Customer Name» as specified in the RPSA.

RRL is «Customer Name»’s actual total qualifying residential and small farm retail load for a month as specified in the RPSA.

T1Pctg = T1MWh + ExistResMWh

TRL – NLSL

Where:

T1Pctg is BPA’s forecast percentage of «Customer Name»’s load that is expected to be served by purchases of power at Tier 1 Rates from BPA and from «Customer Name»’s Existing Resources for CHWM, and will be computed for each Fiscal Year of the applicable Rate Period. Such computation will be performed in the applicable RHWM Process for the Rate Period.

T1MWh is the amount of power at Tier 1 Rates BPA forecasts to be purchased by «Customer Name» from BPA in each Fiscal Year of a Rate Period as forecast in each RHWM Process for a Rate Period.

ExistResMWh is the specified output of «Customer Name»’s Existing Resources for CHWM, as specified in Attachment C, Column D, of the TRM.

TRL is BPA’s forecast of «Customer Name»’s Total Retail Load in each Fiscal Year of a Rate Period as forecast in each RHWM Process for a Rate Period.

NLSL is BPA’s forecast of «Customer Name»’s New Large Single Loads in each Fiscal Year of a Rate Period as forecast in each RHWM Process for a Rate Period.

**Action 4.** BPA adopts a final record of decision, policy or interpretation that changes the terms of the TRM or the 2008 ASC Methodology applicable to REP participants with CHWM Contracts and such change is not encompassed in Actions 1‑3, and such change meets the criteria in section «#».3 for application of the option in section «#».4.

«#».3 **Criteria**

The option set forth in section «#».4 below is available to «Customer Name» if BPA has taken any of the Actions 1‑4 set forth in section «#».2 and the Actions taken, when considered in combination with all BPA actions being undertaken at that time, result in a material reduction in the REP benefits of the class of REP participants with CHWM Contracts. A reduction shall not be “material” for purposes of this section «#».3 if such Action(s), when considered in combination with all BPA actions being undertaken at that time, are applied to the provisions applicable to all REP participants and produce the same or comparable effects on all REP participants, even if such Action(s) results in an otherwise material reduction in the REP benefits of the class of REP participants with CHWM Contracts.

«#».4 **Option**

If «Customer Name» believes that BPA has taken any of the Actions 1 through 4 set forth in section «#».2 that satisfies the criteria for this option as set forth in section «#».3, and if BPA has provided a public comment process as part of BPA’s decision process (for the relevant Action of Actions 1 through 4 set forth in section «#».2) in which «Customer Name» has commented that BPA was proposing or about to take such Action, then «Customer Name», within 30 calendar days of BPA taking such alleged Action(s), may provide written notice to BPA in accordance with section 20 of this Agreement requesting an alternative power sales contract without a CHWM.  Upon receipt of such written notice, BPA shall review the request and, within 60 calendar days, issue a written statement regarding whether the criteria of section «#».3 have been satisfied.

«#».4.1 If BPA believes the criteria of section «#».3 have not been satisfied, the dispute shall be resolved through the dispute resolution provisions in section 22 of this Agreement, provided, however, that the sole function of arbitration shall be to determine whether the criteria of section «#».3 have been satisfied, not the exclusive remedy of money damages set forth in section 22.4 of this Agreement. If the dispute resolution results in a final determination that the criteria of section «#».3 have been satisfied, BPA shall have 90 calendar days from the date of such final determination to take curative action to restore the REP benefits of the class of REP participants with CHWM Contracts to the level that would have existed had BPA not taken the Action(s) that resulted in the criteria of section «#».3 being satisfied; provided, however, that if BPA elects not to take such curative action within such 90 day period, BPA shall have 180 calendar days after the date of such determination to offer to «Customer Name» an alternative power sales contract without a CHWM.

«#».4.2 If BPA determines that the criteria of section «#».3 have been satisfied, BPA shall have 90 calendar days from the date of such determination to take curative action to restore the REP benefits of the class of REP participants with CHWM Contracts to the level that would have existed had BPA not taken the Action(s) that resulted in the criteria of section «#».3 being satisfied; provided, however, that if BPA elects not to take such curative action, it shall have 180 calendar days after the date of such determination to offer to «Customer Name» an alternative power sales contract without a CHWM.

«#».4.3 Such alternative power sales contract shall be for the same purchase obligation in section 3 of this Agreement that is in effect at the time the notice under this section «#».4 is provided to BPA. «Customer Name» acknowledges that the terms and conditions of such alternative power sales contract may vary from those contained in the CHWM Contract.

«#».4.4 «Customer Name» shall notify BPA in accordance with section 20 no later than 60 calendar days after the date of its receipt of such alternative power sales contract whether it will terminate its CHWM Contract and execute such alternative power sales contract, or retain its CHWM Contract. If «Customer Name» fails to notify BPA within the 60‑day period of its decision regarding its CHWM Contract, BPA’s offer of the alternative power sales contract without a CHWM shall be withdrawn as of the 61st day and «Customer Name» will be conclusively presumed to have elected to retain its CHWM Contract.

«#».4.5 If «Customer Name» provides BPA timely notice of its election to terminate its CHWM Contract and executes the alternative power sales contract, service under such alternative power sales contract shall not commence until the beginning of the Rate Period immediately following the Rate Period in which the alternative power sales contract is executed. Termination of «Customer Name»’s CHWM Contract shall be effective at commencement of service under the alternative power sales contract.

*Drafter’s Note: Include the following for customers with a BPA-managed WREGIS subaccount.*

**«#». TERMS AND CONDITIONS OF «CUSTOMER NAME»’S WREGIS SUBACCOUNT*(07/15/11 Version)***

Although section 5(2) of Exhibit H, Renewable Energy Certificates and Carbon Attributes states that the terms and conditions of «Customer Name»’s BPA-managed WREGIS subaccount (WREGIS subaccount) will be established in a separate agreement, this provision establishes the terms and conditions of «Customer Name»’s WREGIS subaccount into this Exhibit D in lieu of a separate agreement.

«#».1 **Definitions**

In addition to the defined terms included in Exhibit H, Renewable Energy Certificates and Carbon Attributes, this section «#» also includes the following defined term: “Retire” or “Retirement” which means an action taken to remove a REC from circulation within Western Renewable Energy Generation Information System (WREGIS) or its successor.

«#».2 **Establishment of WREGIS Subaccount**

In accordance with «Customer Name»’s election under section 5(2) of Exhibit H to have «Customer Name»’s RECs transferred to a WREGIS subaccount, 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 solely for the purposes of transferring and Retiring 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, Contract No. 08PB‑11957, executed by BPA and including any revisions. BPA shall make the executed WREGIS TOU Agreement available at a publicly accessible website.

«#».3 **Transfer of RECs to «Customer Name»’s WREGIS Subaccount**

BPA shall transfer «Customer Name»’s share of Tier 1 RECs, and Tier 2 RECs if applicable, to «Customer Name»’s WREGIS subaccount pursuant to the timeline established in section 5 of Exhibit H.

Any RECs BPA transfers to «Customer Name» shall be limited to those available to BPA through WREGIS and shall be a blend of RECs pursuant to Exhibit H. If BPA adds, replaces, or removes a resource from the list in section 2 of Exhibit H, then BPA may adjust the blend of RECs accordingly. BPA shall notify «Customer Name» of any such changes in the letter BPA provides to «Customer Name» by April 15 pursuant to section 3(2) of Exhibit H.

«#».4 **Resale, Purchase, and Retirement of RECs**

If «Customer Name» wants to sell RECs received from BPA outside of its service territory or purchase RECs other than those RECs it receives from BPA, then «Customer Name» shall terminate its WREGIS subaccount pursuant to section «#».6 below and establish its own WREGIS account.

Upon receipt of written notice for Retirement from «Customer Name», BPA shall Retire «Customer Name»’s RECs on its behalf. In such notice, for the RECs «Customer Name» wants BPA to Retire «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).

«#».5 **WREGIS Subaccount Fees**

Consistent with section 6 of Exhibit H, BPA shall pay any fees associated with establishing «Customer Name»’s WREGIS subaccount and any fees associated with the transfer of RECs into «Customer Name»’s WREGIS subaccount. «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. Such reimbursement shall be effectuated through a charge on «Customer Name»’s bill pursuant to section 16 of this Agreement. «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.

«#».6 **Termination of «Customer Name»’s WREGIS Subaccount**

Either Party may terminate «Customer Name»’s WREGIS subaccount after providing 30 days’ advance written notice to the other Party.

However, BPA shall not terminate «Customer Name»’s WREGIS subaccount until: (1) «Customer Name» has established its own WREGIS account and 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 (2) BPA has provided all RECs due to «Customer Name» for the previous calendar year under section «#».3 above and BPA has received written notification from «Customer Name» to Retire 100 percent of «Customer Name»’s RECs contained in «Customer Name»’s WREGIS subaccount. «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» terminates its WREGIS subaccount, then BPA shall not establish another WREGIS subaccount for «Customer Name» for the remaining term of this Agreement.

*Drafter’s Note: Include the following for customers served by Transfer Service with load interconnected to multiple transmission systems. The entire provision included below represents two separate contract revisions offered to customers. See section 14.7 of the body of the Agreement for more information.*

**«#». BASELINE DELIVERY PERCENTAGES AND AMOUNTS**

*Option 1: Include for customers that do NOT have an NLSL(s)*

«Customer Name»’s baseline delivery percentages and amounts, calculated in accordance with section 14.7.1 of the body of this Agreement, are listed in the table below. For each applicable Rate Period, «Customer Name» shall apply its New Resource(s) to serve its Above-RHWM Load consistent with the baseline delivery percentages and amounts listed in the table below.

*End Option 1*

*Option 2: Include for customers that HAVE an NLSL(s) or Planned NLSL(s)****(01/10/17 Version)***

«Customer Name»’s baseline delivery percentages and amounts are listed in the table below. For each applicable Rate Period, «Customer Name» shall apply its New Resource(s) to serve its Above-RHWM Load consistent with the baseline delivery percentages and amounts listed in the table below. A customer’s NLSL «(and any applicable Planned NLSLs)» is not part of its Above-RHWM Load eligible for service at the PF rates. Since «Customer Name» has «a Planned NLSL *or* an NLSL» as part of its Total Retail Load, BPA has modified the calculation of «Customer Name»’s baseline percentages and amounts, as stated in section 14.7.1, to exclude such NLSL(s).

*End Option 2*

*Drafter’s Note: Add rows to table as needed to identify multiple transfer system providers. If the customer is receiving this provision/table for the first time, do not include past Fiscal Years; just include the upcoming applicable Fiscal Years. For customers that already have this provision, add rows for upcoming Fiscal Years. If there is a gap between fiscal years, add rows for the missing fiscal years and put zeros in for the percentages and aMW amounts.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Baseline Delivery Percentages and Amounts** | | | |
| **Transmission System** | **Baseline Delivery Percentage** | **De Minimis Amount (aMW)** | **Baseline Delivery Amount (aMW)** |
| **Fiscal Year 2012** | | | |
| BPAT | «#.#»% | «#.###» | «#.###» |
| «Transfer System» | «#.#»% | «#.###» | «#.###» |
| **Fiscal Year 2013** | | | |
| BPAT | «#.#»% | «#.###» | «#.###» |
| «Transfer System» | «#.#»% | «#.###» | «#.###» |
| **Fiscal Year 2014** | | | |
| BPAT | «#.#»% | «#.###» | «#.###» |
| «Transfer System» | «#.#»% | «#.###» | «#.###» |
| **Fiscal Year 2015** | | | |
| BPAT | «#.#»% | «#.###» | «#.###» |
| «Transfer System» | «#.#»% | «#.###» | «#.###» |
| *Optional to include if a customer had proportional scheduling in prior Rate Period, but not current Rate Period:* Note: «Customer Name» did not have baseline delivery percentages and amounts for delivery of a New Resource to serve Above RHWM Load in FY«##»-FY«##». | | | |

*Drafter’s Note: Add rows to table as needed to identify multiple transfer system providers.*

A zero baseline delivery amount for a transmission system in the table above indicates the Above-RHWM Load served over that transmission system is deemed to be de minimis in accordance with section 14.7.2 of the body of this Agreement.

If, in accordance with section 14.7.3.3 of the body of this Agreement, the Parties agree to a delivery option other than the baseline delivery percentages, the Parties shall revise this exhibit to include the delivery option in a table below.

*Drafter’s Note: Add the following table and paragraph(s) for customers that propose a delivery option other than the baseline. Add rows to table as needed to identify multiple New Resources. If the customer is receiving this provision/table for the first time, do not include past Fiscal Years; just include the upcoming applicable Fiscal Years. For customers that already have this provision (PNGC has an example of this), add rows for upcoming Fiscal Years. The Delivery Amount (aMW) column should include the total amount of non-federal resource(s) that the customer is obligated to deliver to serve its Above-RHWM load.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Delivery Option Amount and Cost** | | | |
| **New Resource** | **Transmission System** | **Delivery Amount (aMW)** | **Cost ($ per month)** |
| **Fiscal Year 2012** | | | |
| «Resource Name» | «Transfer System» | «#.###» | $«##.##» |
| **Fiscal Year 2013** | | | |
| «Resource Name» | «Transfer System» | «#.###» | $«##.##» |
| **Fiscal Year 2014** | | | |
| «Resource Name» | «Transfer System» | «#.###» | $«##.##» |
| **Fiscal Year 2015** | | | |
| «Resource Name» | «Transfer System» | «#.###» | $«##.##» |
| Note: N/A (not applicable) in the Cost column indicates the delivery option is in accordance with the baseline delivery amount for that year. | | | |

«Customer Name» shall deliver its New Resources to serve the portion of its Above-RHWM Load served over the transmission system(s) listed in the table above titled Delivery Option Amount and Cost. BPA shall bill «Customer Name» monthly for the cost associated with this delivery option, if any, listed in the table above.

*Drafter’s Note: Include a section for each New Resource listed in the table above using one of the following options. If more than one option is necessary, number each section using the list format (i.e. (1), (2), etc.).*

*Option 1: Include the following for customers with a “Specified” New Resource listed in the table above.*

*Option 1a (Specified New Resources): Include the following if there is NO increased cost of delivering remote BPA resources:*

BPA shall apply the following cost categories to calculate the cost associated with the delivery option for «Customer Name»’s «Resource Name» resource served over the «Transfer System» transmission system: losses, risk of increased curtailments, ancillary services, «and» increased cost of delivering remote BPA resources that BPA is acquiring at the time the non-federal resource is first included in «Customer Name»’s delivery option, «add additional cost categories that apply». By December 15 of every Rate Case Year, BPA shall determine the costs associated with the categories listed above except for the increased cost of delivering remote BPA resources. BPA has determined that at the time «Customer Name» first notified BPA of its delivery option for its «Resource Name» resource, there was no increased cost of delivering remote BPA resources.

*End Option 1a*

*Option 1b (Specified New Resources): Include the following if there is an increased cost for delivering remote BPA resources:*

BPA shall apply the following cost categories to calculate the cost associated with the delivery option for «Customer Name»’s «Resource Name» resource served over the «Transfer System» transmission system: losses, risk of increased curtailments, ancillary services, «and» increased cost of delivering remote BPA resources that BPA is acquiring at the time the non-federal resource is first included in «Customer Name»’s delivery option, «add additional cost categories that apply». By December 15 of every Rate Case Year, BPA shall determine the costs associated with the categories listed above except for the increased cost of delivering remote BPA resources. BPA has determined that at the time «Customer Name» first notified BPA of its delivery option for its «Resource Name» resource the increased cost of delivering remote BPA resources was $«##.##» annually.

*End Option 1b*

*End Option 1*

*Option 2: Include the following for customers with an “Unspecified” New Resource amount listed in the table above.*

For FY 2014 – FY2015, BPA shall apply the following cost categories to calculate the cost associated with the delivery option for «Customer Name»’s Unspecified Resource Amounts served over the «Transfer System» transmission system: losses, risk of increased curtailments, ancillary services, «and» increased cost of delivering remote BPA resources that BPA is acquiring at the time the non-federal resource is first included in «Customer Name»’s delivery option, «add additional cost categories that apply».

*End Option 2*

**«#». «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.*

**«#». REVISIONS*(10/26/2018 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, this exhibit shall be revised by mutual agreement of the Parties to reflect additional products «Customer Name» purchases during the term of this Agreement.

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

*Option 1: for Customers who do not operate their own Balancing Authority Areas.*

**Exhibit E**

**METERING*(12/09/2022 Version)***

*Reviewer’s Note: The following Exhibit E format was approved in January 2023. This is not the version of Exhibit E that customers received when the RD contract was initially executed. This version is for all new customers.*

*Option 1: After January 1, 2023, if customers need a revision to Exhibit E metering information, the following table format will be used.*

*Drafter’s Notes: Rows will be added to the table for each Point of Delivery. The meter table will be sorted according to XYZ. Under Manner of Service, direct means the customer is not served by transfer over a Third Party Transmission Provider’s system.*

**1. METERING**

| **BPA POD Name** | **BPA POD Number** | **BPA Meter Point Name** | **BPA Meter Point Number** | **POD Location Description** | **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 in writing if updates to this exhibit are necessary to accurately reflect the actual characteristics of POD and meter information described in this exhibit. The Parties shall revise this exhibit to reflect such changes. The Parties shall mutually agree on any such exhibit revisions and agreement shall not be unreasonably withheld or delayed. The effective date of any exhibit revision shall be the date the actual circumstances described by the revision occur.

**3. SIGNATURES**

This revision 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 revision 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 |  |

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

*End Option 1*

*Reviewer’s Note: Option 2 is the version and formatting of Exhibit E that customers received when the RD contract was initially executed and was used for all Exhibit E revisions up through December, 2022.*

*Option 2*: *After January 1, 2023 this option is only to be used if the customers DOES NOT want the Option 1 format and* will not *sign the exhibit otherwise. It is to be used as a last resort format.*

**Exhibit E**

**METERING*(08/15/08 Version)***

**1. METERING**

*Drafter’s Note:* ***Direct*** *means the customer is not served by transfer over a Third Party Transmission Provider’s system.*

*Drafter’s Note: If a customer has no directly connected PODs, then enter a return after the header (1.1 Directly Connected Points…) and enter “None.” Then delete all information down to section 1.2.*

1.1 **Directly Connected Points of Delivery and Load Metering**

*Drafter’s Note: List all PODs for this customer that are directly connected. If there is only one POD, remove the numbering “(1)” from this section, move indent appropriately to line up and renumber the metering section. Make sure that each section ends with a semicolon, except the last item ends with a period.*

(1) **BPA POD Name:** «BPA POD Name»;

**BPA POD Number:** «BPA POD #»;

**WECC Balancing Authority:** «BA Name»;*{Drafter’s Note: WECC Balancing Authority Area is the new term for Control Area.}*

**Location:** the point«s» in «Owner’s Name»’s «Substation Name» Substation where the «##» kV facilities of «BPA» and «Customer Name» are connected;

**Voltage:** «##» kV;

*Drafter’s Note: List all POMs for this POD. If there is only one POM, remove the numbering “(A)” from this section, format it similarly to the Location section above. Renumber the (i) and (ii) meter information below with (A) and (B).*

**Metering:**

(A) in «Owner’s Name»’s «Substation Name» Substation in the «##» kV circuit«s» over which such electric power flows;

*Drafter’s Note: List all meters for this POM. If there is only one meter, remove the numbering “(i)” from this section and keep indented ½ inch from metering location description.*

(i) **BPA Meter Point Name:** «BPA POM Name»;

**BPA Meter Point Number:** «BPA POM #»;

**Direction for PF Billing Purposes:** «Positive/Negative/Not used»;

**Manner of Service:** «Direct, BPA to «Customer Name» or «Customer Name» to BPA»;

(ii) **BPA Meter Point Name:** «BPA POM Name»;

**BPA Meter Point Number:** «BPA POM #»;

**Direction for PF Billing Purposes:** «Positive/Negative/Not used»;

**Manner of Service:** «Direct, BPA to «Customer Name» or «Customer Name» to BPA»;

*Drafter’s Note: If there is more than one POM for this POD that requires metering loss factor adjustment, then list them by name. Enter “None” if there aren’t any.*

**Metering Loss Adjustment:** BPA shall adjust for losses between the POD and the «BPA POM Names» POM(s). Such adjustments shall be specified in writing between BPA and «Customer Name»;

*Drafter’s Note: Edit this to include any exceptions for this POD. Enter “None.” if there aren’t any. If there are none or only one, then format similar to Metering Loss Adjustment above.*

**Exception«s»:**

*Drafter’s Note: The following exceptions are guidelines for possible exceptions needed in sections 1.1 and 1.2 of the Metering Exhibit. Do not include in the final exhibit if not applicable.*

(A) The period of service for «BPA POD Name or BPA POM Name» shall commence when the «substation or equipment» is energized for commercial operation; *(Drafter’s Note: Use only when adding a new metering point that has not yet been energized.)*

(B) The period of service for « BPA POD Name or BPA POM Name» shall commence at «####» hours on «Month dd, yyyy»;*(Drafter’s Note: Use only if added a new metering point during the term of the contract and the date is known.)*

(C) The period of service for « BPA POD Name or BPA POM Name» shall end at «####» hours on «Month dd, yyyy»;*(Drafter’s Note: Use only if deleting a metering point during the term of the contract and the date is known.)*

(D) The revenue meters for «BPA POM Name» POM are owned by «Owner Name»;*(Drafter’s Note: Use only if revenue meters are not owned by BPA.)*

(E) This POD is subject to charges for Low Voltage Delivery established in section 14.6.2 of the body of this Agreement;*(Drafter’s Note: Use only if the POD is served by transfer and is subject to Low Voltage Delivery charges.)*

(F) This POD is subject to a «#,###» kWh demand limit;*(Drafter’s Note: Use only if the POD is subject to demand limit under the Transfer Agreement.)*

(G) «Customer Name» provides «#» kV step-down to «#» kV delivery service at «Owner Name»’s «Substation Name» Substation.*(Drafter’s Note: Use only if customer is providing step-down service and it is not a BPA owned substation.)*

(2) **BPA POD Name:** «BPA POD Name»;

**BPA POD Number:** «BPA POD #»;

**WECC Balancing Authority:** «BA Name»;

**Location:** the point«s» in «Owner’s Name»’s «Substation Name» Substation where the «##» kV facilities of «BPA» and «Customer Name» are connected;

**Voltage:** «##» kV;

**Metering:**

(A) in «Owner’s Name»’s «Substation Name» Substation in the «##» kV circuit«s» over which such electric power flows;

(i) **BPA Meter Point Name:** «BPA POM Name»;

**BPA Meter Point Number:** «BPA POM #»;

**Direction for PF Billing Purposes:** «Positive/Negative/Not used»;

**Manner of Service:** «Direct, BPA to «Customer Name» or «Customer Name» to BPA»;

(ii) **BPA Meter Point Name:** «BPA POM Name»;

**BPA Meter Point Number:** «POM #»;

**Direction for PF Billing Purposes:** «Positive/Negative/Not used»;

**Manner of Service:** «Direct, BPA to «Customer Name» or «Customer Name» to BPA»;

**Metering Loss Adjustment:** BPA shall adjust for losses between the POD and the «BPA POM Names» POM(s). Such adjustments shall be specified in writing between BPA and «Customer Name»;

**Exception«s»:**

*Drafter’s Note:* ***Transfer*** *means the customer is served by transfer over a Third Party Transmission Provider’s system.*

*Drafter’s Note: If a customer is not served by transfer, enter a return after the header (1.2 Transfer Points…) and enter “None.” Then delete all information down to section 1.3.*

1.2 **Transfer Points of Delivery and Load Metering**

*Drafter’s Note: List all PODs for this customer that are served by Transfer. If there is only one POD, remove the numbering “(1)” from this section, move indent appropriately to line up and renumber the metering section. Make sure that each section ends with a semicolon, except the last item ends with a period.*

(1) **BPA POD Name:** «BPA POD Name»;

**BPA POD Number:** «BPA POD #»;

**WECC Balancing Authority:** «BA Name»;*{Drafter’s Note: WECC Balancing Authority is the new term for Control Area.}*

**Location:** the point«s» in «Owner’s Name»’s «Substation Name» Substation where the «##» kV facilities of «BPA» and «Customer Name» are connected;

**Voltage:** «##» kV;

*Drafter’s Note: List all POMs for this POD. If there is only one POM, remove the numbering “(A)” from this section, format it similarly to the Location section above and renumber the meter information below.*

**Metering:**

(A) in «Owner’s Name»’s «Substation Name» Substation in the «##» kV circuit«s» over which such electric power flows;

*Drafter’s Note: List all meters for this POM. If there is only one meter, remove the numbering “(i)” from this section and move indent appropriately to line up.*

(i) **BPA Meter Point Name:** «BPA POM Name»;

**BPA Meter Point Number:** «BPA POM #»;

**Direction for PF Billing Purposes:** «Positive/Negative/Not used»;

**Manner of Service:** « Transfer, BPA to Transferor Name to «Customer Name» or «Customer Name» to Transferor Name to BPA»;

(ii) **BPA Meter Point Name:** «BPA POM Name»;

**BPA Meter Point Number:** «BPA POM #»;

**Direction for PF Billing Purposes:** «Positive/Negative/Not used»;

**Manner of Service:** « Transfer, BPA to Transferor Name to «Customer Name» or «Customer Name» to Transferor Name to BPA»;

*Drafter’s Note: If there is more than one POM for this POD that requires metering loss factor adjustment, then list them by name. Enter “None” if there aren’t any.*

**Metering Loss Adjustment:** BPA shall adjust for losses between the POD and the «BPA POM Names» POM(s). Such adjustments shall be specified in writing between BPA and «Customer Name»;

*Drafter’s Note: Edit this to include any exceptions for this POD. Enter “None.” if there aren’t any. If there are none or only one, then format similar to Metering Loss Adjustment above.*

**Exception«s»:**

*Drafter’s Note: If a customer does not have resources, enter a return after the header (1.3 Resource Locations) and enter “None.” Then delete all information down to section 2 Revisions.*

1.3 **Resource Locations and Metering**

*Drafter’s Note: If there is only one resource, remove the numbering “(1)” from this section, move indent appropriately to line up and renumber the metering sections.*

(1) **Resource Name:** «Resource Name»

*Drafter’s Note: If there is only one metering location, remove the numbering “(A)” from this section, move indent appropriately to line up and renumber the meter information below.*

**Metering:**

(A) in «Owner’s Name»’s «Substation Name» Substation in the «##» kV circuit«s» over which such electric power flows;

*Drafter’s Note: List all meters for this POM. If there is only one meter, remove the numbering “(i)” from this section and move indent appropriately to line up.*

(i) **BPA Meter Point Name:** «BPA POM Name»;

**BPA Meter Point Number:** «BPA POM #»;

**Direction for PF Billing Purposes:** «Positive/Negative»;

*Drafter’s Note: Below* ***Directly Connected*** *means the resource is directly connected to the customer’s system,* ***Wheeled*** *means the resource is not connected directly to the customer’s system and the power and energy from that resource is brought to the customer’s system over another utility’s transmission system.*

**Manner of Service:** «Directly Connected/Wheeled, Resource to BPA to «Customer Name» or Resource to «Customer Name» to BPA»;

(ii) **BPA Meter Point Name:** «BPA POM Name»;

**BPA Meter Point Number:** «POM #»;

**Direction for PF Billing Purposes:** «Positive/Negative»;

**Manner of Service:** «Direct/Transfer, Resource to BPA to «Customer Name» or Resource to «Customer Name» to BPA»;

*Drafter’s Note: If there is more than one POM that requires metering loss factor adjustment, then list them by name. Enter “None.” if there aren’t any.*

**Metering Loss Adjustment:** BPA shall adjust for losses between the «BPA POD Name» POD and the «BPA POM Names» POM(s). Such adjustments shall be specified in written correspondence between BPA and «Customer Name»;

*Drafter’s Note: Edit this to include any exceptions for this resource. Enter “None.” if there aren’t any. If there are none or only one, then format similar to Metering Loss Adjustment above. See section 1.1.1 for examples.*

**Exception«s»:**

**2. REVISIONS**

Each Party shall notify the other in writing if updates to this exhibit are necessary to accurately reflect the actual characteristics of POD and meter information described in this exhibit. The Parties shall revise this exhibit to reflect such changes. The Parties shall mutually agree on any such exhibit revisions and agreement shall not be unreasonably withheld or delayed. The effective date of any exhibit revision shall be the date the actual circumstances described by the revision occur.

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

*End Option 1 and 2 for Customers who do not operate their own Balancing Authority Areas.*

*Option 3: for Customers who operate their own Balancing Authority Areas.*

**Exhibit E**

**METERING *(10/07/08 Version)***

**1. DESCRIPTION OF INTERCHANGE METERS**

Although the following interchange meters are not necessary in order to prepare «Customer Name»’s power bills, inclusion of this information will help both Parties administer this Agreement. Information about the points of interchange and meter to interchange relationships are useful in providing the Parties a better understanding of the scope of «Customer Name»’s and BPA’s Balancing Authority Areas. This information will also help BPA review its forecasting assumptions.

*Drafter’s Note: If there is only one Point of Interchange, remove the numbering “1.1” from this section, move indent appropriately to line up.*

1.1 **Name of Interchange Point: «NAME» INTERCHANGE**

**Owner:** «Owner»;

**Metering Location:**

**2. REVISIONS**

Each Party shall notify the other in writing if updates to this exhibit are necessary to accurately reflect the actual characteristics of POD and meter information described in this exhibit. The Parties shall revise this exhibit to reflect such changes. The Parties shall mutually agree on any such exhibit revisions and agreement shall not be unreasonably withheld or delayed. The effective date of any exhibit revision shall be the date the actual circumstances described by the revision occur.

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

*End Option 3 for Customers who operate their own Balancing Authority Areas.*

**Exhibit F**

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

**1. SCHEDULING FEDERAL RESOURCES**

«Customer Name» is responsible for creating E‑Tags for all deliveries of federal power purchased under this Agreement.

*Option: Include if customer is purchasing Shaping Capacity. If customer is not purchasing Shaping Capacity delete this option:*

«Customer Name» shall submit its hourly megawatt schedule to Power Services by 1100 hours Pacific Prevailing Time (PPT) as follows:

| **Day Before Preschedule** | | |
| --- | --- | --- |
| Friday | For | Tuesday |
| Monday | For | Wednesday |
| Tuesday | For | Thursday |
| Wednesday | For | Friday, Saturday |
| Thursday | For | Sunday, Monday |

For non-standard scheduling days specified by WECC (e.g. holidays), «Customer Name» shall preschedule at least 24 hours earlier than as specified by WECC. «Customer Name» shall not have the right to change planned amounts of Firm Requirements Power on a shorter timeline than as stated above.

With written notice, BPA may require «Customer Name», when using Shaping Capacity, to submit its hourly megawatt schedule to Power Services by 0900 hours PPT instead of 1100 hours PPT.

*End Option*

**2. SCHEDULING OF DEDICATED RESOURCES**

No later than 10 days following the end of each month, «Customer Name» agrees that it will electronically copy Power Services on all electronic tags that were created or modified during the previous month in association with the delivery of «Customer Name»’s Dedicated Resources, if any, listed in sections 2, 3, and 4 of Exhibit A.

**3. AFTER THE FACT**

BPA and «Customer Name» agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and «Customer Name» shall verify all transactions per this Agreement, as to product or type of service, hourly amounts, daily and monthly totals, and related charges

**4. REVISIONS**

BPA may unilaterally revise this exhibit: (1) to implement changes that are applicable to all customers who are subject to this exhibit and that BPA determines are reasonably necessary to meet its power and scheduling obligations under this Agreement or (2) to comply with requirements of the WECC, NAESB, or NERC, or their successors or assigns.

Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA’s sole judgment, less notice is necessary to comply with an emergency change to the requirements of the WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

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

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

**Exhibit G**

**THIS EXHIBIT INTENTIONALLY LEFT BLANK*(08/15/08 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**

**PRINCIPLES OF NON-FEDERAL TRANSFER SERVICE*(08/15/08 Version)***

As provided by section 14.6.7 of the body of this Agreement and BPA’s Long-Term Regional Dialogue Final Policy, July 2007, or any other later revision of that policy, if «Customer Name» acquires non-federal resources to serve its retail load above its established RHWM, then BPA’s support and assistance to «Customer Name» regarding transfer service for its non-federal resources shall be consistent with the following principles:

**1.** **Established Caps and Limitations**

BPA shall provide financial support for the transmission capacity associated with non-federal resource purchases 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 2012 | 41 | 41 |
| FY 2013 | 41 | 82 |
| FY 2014 | 41 | 123 |
| FY 2015 | 41 | 164 |
| FY 2016 | 41 | 205 |
| FY 2017 | 41 | 246 |
| FY 2018 | 41 | 287 |
| FY 2019 | 41 | 328 |
| FY 2020 | 41 | 369 |
| FY 2021 | 41 | 410 |
| FY 2022 | 41 | 451 |
| FY 2023 | 41 | 492 |
| FY 2024 | 41 | 533 |
| FY 2025 | 41 | 574 |
| FY 2026 | 41 | 615 |
| FY 2027 | 41 | 656 |
| FY 2028 | 41 | 697 |

**2.** Application of section 14.6.7 of the body of this Agreement 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. Process and Parameters For Initially Choosing A Non-Federal Resource*(05/14/14 Version)***

3.1 BPA obtains Transfer Service from Third Party Transmission Providers pursuant to OATT Network Integration Transmission Service. Additionally, BPA acquires firm transmission for all load service obligations incurred. Therefore, BPA shall, on behalf of «Customer Name», pursue Network Resource designation, as defined in the FERC OATT for «Customer Name»’s non-federal resource. BPA shall provide all information the Third Party Transmission Provider requires to evaluate the Network Resource designation request. «Customer Name» shall provide all relevant information BPA determines is required to submit an application for designation of the resource as a Network Resource per section 29 of the OATT, or its successor.

*Option 1: Include the following for Transfer Service customers that have load served over multiple transmission systems (customers with proportional scheduling).*

3.2 «Customer Name» shall notify BPA of its intent and/or actions to acquire or purchase a non-federal resource at least one year prior to delivery. Such acquisition or purchase shall be for a period of no less than one year in duration.

On a case by case basis, BPA may, but is not obligated to, consider notifications made less than one year prior to delivery. One such instance for which BPA may consider less than one year notice is if «Customer Name» has a non-federal resource with a delivery option determined in accordance with section 14.7.3 of the Agreement.

*End option 1 for customers with proportional scheduling*

*Option 2: Include the following for Transfer Service customers that do NOT have load served over multiple transmission systems (customers that do NOT have proportional scheduling).*

3.2 «Customer Name» shall notify BPA of its intent and/or actions to acquire or purchase a non-federal resource at least one year prior to delivery. Such acquisition or purchase shall be for a period of no less than one year in duration. On a case by case basis, BPA may, but is not obligated to, consider notifications made less than one year prior to delivery.

*End option 2 for customers without proportional scheduling*

3.3 If BPA’s existing Transfer Service to «Customer Name» is pursuant to a non-OATT contractual arrangement, then BPA shall pursue all reasonable arrangements, including but not limited to OATT service, sufficient to enable «Customer Name» to utilize the non-federal resource to serve its load.

3.4 BPA shall not be liable to «Customer Name» in the event that Network Resource designation cannot be obtained.

3.5 BPA shall only obtain or pay for Transfer Service for «Customer Name»’s non-federal resource if it is designated as a Network Resource under the Third Party Transmission Provider’s OATT with a commitment of at least one year. The limitations in this principle 3 do not pertain to market purchases and the use of secondary network transmission, which are addressed below in principle 15.

**4.** «Customer Name» shall provide BPA all information BPA determines is reasonably necessary to administer firm network transmission service over the Third Party Transmission Provider’s system.

**5.** 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 arrange for, and pay any costs associated with, the delivery of non-federal power to an interconnection point with the Third Party Transmission Provider, including obtaining and paying for firm transmission across all intervening transmission systems.

**6.** «Customer Name» shall pay a portion of the costs of all Ancillary Services necessary to deliver any non-federal resource to serve its load. The Ancillary Service costs imposed by the Third Party Transmission Provider shall be apportioned between BPA and «Customer Name» based on either:

(1) metered/scheduled quantities of the non-federal resource, expressed as a percentage of total load, multiplied by the total costs assessed BPA by the Third Party Transmission Provider; or

(2) actual charges assessed by the Third Party Transmission Provider.

However, BPA shall treat the cost of load regulation service consistent with the load regulation service cost as described in section 14.6.1(1) of the body of this Agreement. BPA shall be responsible for the cost of generation supplied reactive power, and «Customer Name» shall be responsible for any generation imbalance costs, if any, related to «Customer Name»’s non-federal resource.

**7.** «Customer Name» shall be responsible for the costs of all other transmission services for non-federal deliveries not included in principles 5 and 6 above, including, but not limited to: redispatch, congestion management costs, system and facility study costs associated with adding the non-federal generation as a Network Resource, direct assigned system upgrades, distribution and low-voltage charges, if applicable and real power losses.

**8.** «Customer Name» shall be responsible for all costs of interconnecting generation to a transmission system.

**9.** «Customer Name» shall be responsible for acquiring transmission services from BPA, including wheeling for non-federal resources. If «Customer Name» does not require transmission services from BPA for wheeling non-federal resources, then «Customer Name» shall be responsible for a pro rata share of the Third Party Transmission Provider transmission costs that BPA incurs to serve «Customer Name».

**10.** «Customer Name» shall be responsible for all integration services to support its non-federal resources:

(1) in accordance with all requirements of the host Balancing Authority and/or Third Party Transmission Provider, and

(2) which are necessary for designation of the non-federal resource as a Network Resource.

**11.** As necessary, «Customer Name» shall meet all resource metering requirements including compliance with BPA standards and any requirements of the generation host Balancing Authority and/or Third Party Transmission Provider.

**12.** The Parties shall cooperate to establish the protocols, procedures, data exchanges or other arrangements the Parties deem reasonably necessary to support the transmission of «Customer Name»’s non-federal resource.

**13.** Unless otherwise agreed, «Customer Name» shall be responsible for managing any non-federal resource consistent with Exhibit F.

**14.** BPA shall have no obligation to pay for Transfer Service for non-federal power to serve any portion of «Customer Name»’s retail load that «Customer Name» is obligated to serve with federal power pursuant to this Agreement.

**15.** Once «Customer Name»’s non-federal resource has been designated as a Network Resource, BPA will not undesignate «Customer Name»’s Network Resource for marketing purposes. Also, once such Network Resource designation has been made, «Customer Name» may make market purchases to displace the Network Resource, which BPA shall schedule on secondary network service, provided that:

(1) such market purchases are at least one day in duration;

(2) the megawatt amount of the market purchase does not exceed the amount of the designated Network Resource that «Customer Name» would have scheduled to its load;

(3) such market purchases are only scheduled in preschedule consistent with section 4.1 of Exhibit F;

(4) «Customer Name» does not, under any circumstances, remarket its designated 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;

(5) «Customer Name» is responsible for any additional energy imbalance, redispatch, and/or UAI charges that result from a transmission curtailment that impacts the resulting secondary network schedule; and

(6) any RSS products that «Customer Name» has purchased from BPA are not applied to the market purchase(s).

**16.** These principles will be the basis for a separate agreement BPA shall offer to «Customer Name» to support the Transfer Service of «Customer Name»’s non-federal resource. BPA shall include terms specific to a particular non-federal resource in exhibits to the separate agreement, with a separate exhibit for each non-federal resource. «Customer Name» is under no obligation to accept this separate agreement or the exhibit for the particular non-federal resource and BPA is not bound to acquire or pay for Transfer Service for non-federal resources if «Customer Name» does not accept the separate agreement or the exhibit for the particular non-federal resource.

**17.** BPA shall recover the costs associated with any agreements with «Customer Name» reached under these principles pursuant to BPA’s Wholesale Power Rate Schedules and GRSPs.

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

*End Option 2*

*Reviewer’s Note: The following Exhibit H was negotiated during the REP Settlement conversations. This is not the version of Exhibit H that customers received when the RD contract was initially executed. This version is for all new customers.*

**Exhibit H**

**RENEWABLE ENERGY CERTIFICATES AND CARBON ATTRIBUTES*(08/11/11 Version)***

**1. DEFINITIONS**

1.1 “Available Carbon Credits” means (i) eighty-six percent (86%) of the Carbon Credits that BPA determines are attributable to resources whose output is used to establish Tier 1 System Capability, as Tier 1 System Capability is defined in the TRM, excluding the Initial Tier 1 Renewable Projects; and (ii) one-hundred percent (100%) of the Carbon Credits attributable to electrical generation from Initial Tier 1 Renewable Projects, excluding Carbon Credits associated with EPP RECs.

1.2 “Available Tier 1 RECs” means the sum of: (i) eighty-six percent (86%) of the Future Tier 1 RECs; and (ii) one-hundred percent (100%) of the Current Tier 1 RECs.

1.3 “Carbon Credits” means Environmental Attributes consisting of greenhouse gas emission credits, certificates, or similar instruments.

1.4 “Current Tier 1 RECs” means Tier 1 RECs that BPA determines are attributable to electrical generation from Initial Tier 1 Renewable Projects, excluding EPP RECs.

1.5 “Environmental Attributes” means the current or future credits, benefits, emission reductions, offsets and allowances 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.

1.6 “Environmentally Preferred Power RECS” or “EPP RECs” means the portion of the Current Tier 1 RECs that is equal to an amount of up to 130 percent of the annual average of equivalent environmentally preferred power (EPP) contracted for as of October 1, 2009, for FYs 2010 and 2011 under Subscription power sales contracts containing rights to Environmental Attributes through FY 2016, as determined by BPA to be necessary to administer such rights.

1.7 “Future Tier 1 RECs” means Tier 1 RECs that BPA determines are attributable to resources whose output is used to establish Tier 1 System Capability, as Tier 1 System Capability is defined in the TRM, excluding the Initial Tier 1 Renewable Projects.

1.8 “Initial Tier 1 Renewable Projects” means the following projects existing as of the Effective Date of «Customer Name»’s CHWM Contract:

|  |  |
| --- | --- |
| **Project** | **Capacity (MW)** |
| Foote Creek I | 15.32 |
| Foote Creek II | 1.8 |
| Stateline | 89.76 |
| Condon | 49.8 |
| Klondike I | 24 |
| Klondike III | 50 |
| Ashland Solar | 0.015 |

1.9 “Renewable Energy Certificates” or “RECs”means the certificates, documentation, or other evidence that demonstrates, in the tracking system selected under section 5 of this exhibit, the ownership of Environmental Attributes.

1.10 “Tier 1 RECs”means the sum of the Current Tier 1 RECs and Future Tier 1 RECs.

1.11 “Tier 2 RECs”means the RECs attributable to generation of the resources whose costs are allocated to a given Tier 2 Cost Pool in accordance with the TRM.

**2. BPA’S TIER 1 REC INVENTORY**

BPA shall maintain a list on a publicly accessible BPA website and shall periodically update it. This list will include any then-current resources that BPA has determined have Tier 1 RECs attributable to them. BPA shall also include on this list its inventory of then-current resources that BPA has determined have Available Tier 1 RECs (and Available Carbon Credits). BPA shall calculate its Available Tier 1 RECs and Available Carbon Credits annually and after‑the‑fact based on energy generated by listed applicable resources during the previous calendar year.

**3. «CUSTOMER NAME»’S SHARE OF TIER 1 RECS**

Beginning April 15, 2012, and by April 15 every year thereafter over the term of this Agreement, BPA shall transfer to «Customer Name», or manage in accordance with section 5 of this exhibit, at no additional charge or premium beyond «Customer Name»’s payment of the otherwise applicable Tier 1 Rate, a pro rata share of Available Tier 1 RECs based on «Customer Name»’s RHWM divided by the total RHWMs of all holders of CHWM Contracts.

The amount of Available Tier 1 RECs available to BPA to transfer or manage shall be subject to available Available Tier 1 REC inventory.

**4. TIER 2 RECS**

If «Customer Name» chooses to purchase Firm Requirements Power at a Tier 2 Rate, and there are RECs which BPA has determined are attributable to the resources whose costs are allocated to the Tier 2 Cost Pool for such rate, then beginning April 15 of the year immediately following the first Fiscal Year in which «Customer Name»’s Tier 2 purchase obligation commences, and by April 15 every year thereafter for the duration of «Customer Name»’s Tier 2 purchase obligation, BPA shall, based on «Customer Name»’s election pursuant to section 5 of this exhibit, transfer to or manage for «Customer Name» a pro rata share of applicable Tier 2 RECs generated during the previous calendar year. BPA shall, for transferred RECs, provide «Customer Name» with a letter assigning title of such Tier 2 RECs to «Customer Name». The pro rata share of Tier 2 RECs BPA transfers to «Customer Name» shall be the ratio of «Customer Name»’s amount of power purchased at the applicable Tier 2 Rate to the total amount of purchases under that Tier 2 Rate.

**5. TRANSFER, TRACKING, AND MANAGEMENT OF RECS**

Subject to BPA’s determination that the commercial renewable energy tracking system WREGIS is adequate as a tracking system, BPA shall transfer «Customer Name»’s share of Available Tier 1 RECs, and Tier 2 RECs if applicable, to «Customer Name» via WREGIS or its successor. If, during the term of this Agreement, BPA determines in consultation with customers that WREGIS is not adequate as a tracking system, then BPA may change commercial tracking systems with one year advance notice to «Customer Name». In such case, the Parties shall establish a comparable process for BPA to provide «Customer Name» its Available Tier 1 and Tier 2 RECs.

Starting on July 15, 2011, and by July 15 prior to each Rate Period through the term of this Agreement, «Customer Name» shall notify BPA which one of the following three options it chooses for the transfer and management of «Customer Name»’s share of Available Tier 1 RECs, and Tier 2 RECs if applicable, for each upcoming Rate Period:

(1) BPA shall transfer «Customer Name»’s Available Tier 1 and Tier 2 RECs into «Customer Name»’s own WREGIS account, which shall be established by «Customer Name»; or

(2) BPA shall transfer «Customer Name»’s Available Tier 1 and Tier 2 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) «Customer Name» shall give BPA the authority to market «Customer Name»’s Available Tier 1 and Tier 2 RECs on «Customer Name»’s behalf. BPA shall annually credit «Customer Name» for «Customer Name»’s pro rata share of all revenues generated by sales of Available Tier 1 and Tier 2 RECs from the same rate pool on its April bill, issued in May.

If «Customer Name» fails to notify BPA of its election by July 15 before the start of each Rate Period, then «Customer Name» shall be deemed to have elected the option in section 5(3) of this exhibit.

Any Available Tier 1 and Tier 2 RECs BPA transfers to «Customer Name» on April 15 of each year shall be limited to those generated January 1 through December 31 of the prior year, except that any Available Tier 1 and Tier 2 RECs BPA transfers to «Customer Name» by April 15, 2012, shall be limited to those generated October 1, 2011, through December 31, 2011.

**6. FEES**

BPA shall pay any reasonable fees associated with: (1) the provision of «Customer Name»’s Available Tier 1 and Tier 2 RECs and (2) the establishment of any subaccounts in «Customer Name»’s name pursuant to sections 5(1) and 5(2) of this exhibit. «Customer Name» shall pay all other fees associated with any WREGIS or successor commercial tracking system, including WREGIS retirement, reserve, and export fees.

**7. CARBON CREDITS**

In the absence of regulations or legislation concerning carbon credits and directly affecting BPA, BPA intends to convey the value of any future Available Carbon Credits to «Customer Name» on a pro rata basis in the same manner as described for Available Tier 1 RECs and Tier 2 RECs in sections 3 and 4 of this exhibit. This value may be conveyed as: (1) the Available Carbon Credits themselves; (2) a revenue credit after BPA markets such Available Carbon Credits; or (3) the ability to claim that power purchases at the applicable PF rate are derived from certain federal resources.

**8. BPA’S RIGHT TO TERMINATE «CUSTOMER NAME»’S RECS AND/OR CARBON CREDITS**

To the extent necessary to comply with any federal regulation or legislation which addresses Carbon Credits or any other form of Environmental Attribute(s) and includes compliance costs applicable to BPA, BPA may, upon reasonable notice to «Customer Name», terminate «Customer Name»’s contract rights to Available Tier 1 RECs under section 3 of this exhibit and/or «Customer Name»’s pro rata share of Available Carbon Credits under section 7 of this exhibit.

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