***CONFORMED LOAD FOLLOWING MASTER TEMPLATE
(03.15.2022)***

**CONFORMED COPY**

This Conformed Copy of the Agreement incorporates Amendment No. 1 (Clean-up Amendment) and all non-customer specific exhibit revisions prior to March 2022.

**Disclaimer:** *This conformed copy of the Load Following Master 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»-«#####»

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*{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*

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This POWER SALES AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and «FULL NAME OF CUSTOMER» («Customer Name»), hereinafter individually referred to as “Party” and collectively referred to as the “Parties”. «Customer Name» is a «public utility district, people’s utility district, non-profit corporation, municipal corporation, public body formed under tribal law, federal agency», organized and authorized under the laws of the State of «State», to purchase and distribute electric power to serve retail consumers from its distribution system within its service area. *Drafter’s Note: modify the previous sentence for tribal utilities and federal agencies to reflect their legal status independent of the state.*

RECITALS***(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 3.7 of section 3, Power Purchase Obligation;

(2) section 9, Elections to Purchase Power Priced at Tier 2 Rates;

(3) section 14, Delivery;

(4) section 17, Information Exchange and Confidentiality;

(5) section 18, Conservation and Renewables;

(6) section 19, Resource Adequacy;

(7) section 22, Governing Law and Dispute Resolution;

(8) section 25, Termination;

(9) Exhibit A, Net Requirements and Resources;

(10) Exhibit B, High Water Marks and Contract Demand Quantities;

(11) Exhibit C, Purchase Obligations;

(12) section 2 of Exhibit D, Additional Products and Special Provisions; and

*Drafter’s Note: Include for customers served by Transfer Service*

(13) Exhibit G, Principles of Non-Federal Transfer Service.

*END for customers served by Transfer Service*

Until October 1, 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).

2.17 “**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.

2.18 “Due Date”***(08/15/08 Version)*** shall have the meaning as described in section 16.2.

2.19 “Effective Date”***(08/15/08 Version)*** means the date on which this Agreement has been signed by «Customer Name» and BPA.

2.20 “Eligible Annexed Load”***(08/15/08 Version)*** shall have the meaning as defined in section 3.5.6.

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

2.23 “Existing Resource”***(08/15/08 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”***(08/15/08 Version)*** means the Federal Energy Regulatory Commission, or its successor.

2.25 “Firm Requirements Power”***(08/15/08 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”***(08/15/08 Version)*** means the period beginning each October 1 and ending the following September 30.

2.27 “Flat Annual Shape”***(08/15/08 Version)*** means a distribution of energy having the same Average Megawatt value of energy in each month of the year.

2.28 “Flat Within-Month Shape”***(08/15/08 Version)*** means a distribution of energy having the same Average Megawatt value of energy in each Diurnal period of the month.

2.29 “**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.

2.30 “Forecast Year”***(08/15/08 Version)*** means the Fiscal Year ending one full year prior to the commencement of a Rate Period.

2.31 “Generating Resource”***(08/15/08 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.

2.32 “Heavy Load Hours (HLH)”***(08/15/08 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.

2.33 “HLH Diurnal Shape”***(08/15/08 Version)*** means a distribution of energy between the Diurnal periods in which more megawatt‑hours per hour are applied in the Heavy Load Hour (HLH) periods than megawatt‑hours per hour applied in the Light Load Hour (LLH) periods. Such distributions are determined by «Customer Name» consistent with section 8.2 of Exhibit A.

2.34 “Integrated Network Segment”***(08/15/08 Version)*** shall have the meaning as defined in section 14.1.

2.35 “Interchange Points”***(08/15/08 Version)*** means the points where Balancing Authority Areas interconnect and at which the interchange of energy between Balancing Authority Areas is monitored and measured.

2.36 “Issue Date”***(08/15/08 Version)*** shall have the meaning as described in section 16.1.

2.37 “Light Load Hours (LLH)”***(08/15/08 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.

2.38 “Net Requirement”***(08/15/08 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.

2.39 “New Large Single Load” or “NLSL”***(08/15/08 Version)*** has the meaning specified in section 3(13) of the Northwest Power Act and in BPA’s NLSL policy.

2.40 “New Resource”***(08/15/08 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.

2.41 “Northwest Power Act”***(08/15/08 Version)*** means the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §839, Public Law No. 96‑501, as amended.

2.42 “Notice Deadlines”***(08/15/08 Version)*** means the dates established in section 9.1.1.

2.43 “Onsite Consumer Load”***(08/15/08 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.

2.44 “Operating Year”***(08/15/08 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.

2.45 “Pacific Northwest Coordination Agreement” or “PNCA”***(08/15/08 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.

2.46 “PNCA Update Shape”***(08/15/08 Version)*** means the monthly shape of a Specified Resource that is a hydro resource that will be revised each Fiscal Year based on the monthly amounts for such resource that are in the final PNCA planning hydro-regulation study published for the Operating Year that began on the August 1 immediately preceding the Fiscal Year. If the final study is not published 30 days prior to the beginning of the Fiscal Year, then the monthly shape of «Customer Name»’s Specified Resource that is a hydro resource will be revised based on the monthly amounts for such resource that are in the modified PNCA study published for the same Operating Year. The August and September amounts published for the Operating Year will be used as the August and September amounts for the Fiscal Year.

2.47 “Point of Delivery” or “POD”***(08/15/08 Version)*** means the point where power is transferred from a transmission provider to «Customer Name».

2.48 “Point of Metering” or “POM”***(08/15/08 Version)*** means the point at which power is measured.

2.49 “Power Services”***(08/15/08 Version)*** means the organization, or its successor organization, within BPA that is responsible for the management and sale of Federal power.

2.50 “Primary Points of Receipt”***(08/15/08 Version)*** shall have the meaning as defined in section 14.1.

2.51 “Purchase Periods”***(08/15/08 Version)*** means the time periods established in section 9.1.1.

2.52 “Rate Case Year”***(08/15/08 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.

2.53 “**Rate Period**”***(08/15/08 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.

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

2.55 “Region”***(08/15/08 Version)*** means the Pacific Northwest as defined in section 3(14) of the Northwest Power Act.

2.56 “Renewable Energy Certificates” or “RECs”***(08/15/08 Version)*** shall have the meaning as defined in section 1 of Exhibit H.

2.57 “Resource Diurnal Shape”***(08/15/08 Version)*** means a distribution of energy within each Diurnal period that a Generating Resource is expected to produce, as agreed to by the Parties in accordance with section 3.4.1(1).

2.58 “Resource Monthly Shape”***(08/15/08 Version)*** means a distribution of energy within each month that a Generating Resource is expected to produce, as agreed to by the Parties in accordance with section 3.4.1(1).

2.59 “Resource Support Services” or “RSS”***(08/15/08 Version)*** means the Diurnal Flattening Service, Forced Outage Reserve Service, Transmission Curtailment Management Service, and Secondary Crediting Service. BPA may in the future include other related services that are priced in the applicable 7(i) Process.

2.60 “Scheduling Points of Receipt”***(08/15/08 Version)*** shall have the meaning as defined in section 14.1.

2.61 “**Secondary Crediting Service**” or “SCS”***(08/15/08 Version)*** means the optional service offered by BPA that provides a monetary credit for the secondary output from an Existing Resource that has a firm critical energy component and a secondary energy component.

2.62 “Small Non-Dispatchable Resource”***(08/15/08 Version)*** means a Specified Resource connected to «Customer Name»’s distribution system the output of which cannot be shifted between Diurnal periods or days by the resource owner or operator. Such resource is further defined as:

(1) an Existing Resource that has a nameplate capability less than or equal to three megawatts, or

(2) a New Resource that has a nameplate capability less than or equal to one megawatt.

2.63 “Specified Resource”***(08/15/08 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.

2.64 “Statement of Intent”***(08/15/08 Version)*** shall have the meaning as defined in section 2.3 of Exhibit C.

2.65 “Submitted Schedule” shall have the meaning as defined in section 3.7.

2.66 “Super Peak Credit”***(08/15/08 Version)*** means a reduction in «Customer Name»’s demand billing determinants equal to the amount of additional energy provided by a Dedicated Resource, during a Super Peak Period, over the amount of energy that would have been provided by an equivalent amount of energy delivered flat across the monthly HLH period.

2.67 “Super Peak Period”***(08/15/08 Version)*** means the hours BPA defines for each Rate Period in accordance with section 3.4.4.1 into which «Customer Name» must reshape its HLH energy from its Dedicated Resources to receive a Super Peak Credit. The hours BPA establishes for the Super Peak Period may vary by month and will be either two 3-hour periods each day or a single 6-hour period each day.

2.68 “Surplus Firm Power”***(08/15/08 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.

2.69 “Third Party Transmission Provider”***(08/15/08 Version)*** means a transmission provider other than BPA that delivers power to «Customer Name».

2.70 “Tier 1 Rate”***(08/15/08 Version)*** means the Tier 1 Rate as defined in the TRM.

2.71 “Tier 1 RECs”***(08/15/08 Version)*** shall have the meaning as defined in section 1 of Exhibit H.

2.72 “**Tier 2 Cost Pools**”***(08/15/08 Version)*** means all of the Cost Pools to which Tier 2 Costs (as defined in the TRM) will be allocated by BPA.

2.73 “Tier 2 Load Growth Rate”***(08/15/08 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.

2.74 “Tier 2 Rate”***(08/15/08 Version)*** means the Tier 2 Rate as defined in the TRM.

2.75 “Tier 2 RECs”***(08/15/08 Version)*** shall have the meaning as defined in section 1 of Exhibit H.

2.76 “Tier 2 Short-Term Rate”***(08/15/08 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.

2.77 “Tier 2 Vintage Rate”***(08/15/08 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.

2.78 “Tiered Rate Methodology” or “TRM”***(08/15/08 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.

2.79 “Total Retail Load”***(08/15/08 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.

2.80 “Total Retail Load Monthly Shape”***(08/15/08 Version)*** means the distribution among months as listed in the table in section 8.1 of Exhibit A. The FY 2010 Total Retail Load Monthly Shape from the table will apply for the FY 2012-2014 and FY 2015-2019 Purchase Periods; the FY 2015 Total Retail Load Monthly Shape will apply for the FY 2020-FY 2024 Purchase Period; and the FY 2020 Total Retail Load Monthly Shape will apply for the FY 2025-2028 Purchase Period.

2.81 “Transfer Service”***(08/15/08 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.

2.82 “**Transmission Curtailment Management Service**” or “TCMS”***(07/21/09 Version)*** means the service BPA will provide to customers with a qualifying resource when a transmission curtailment occurs between such resource and the customer load.

2.83 “Transmission Services”***(08/15/08 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.

2.84 “Uncontrollable Force”***(08/15/08 Version)*** shall have the meaning as defined in section 21.

2.85 “Unspecified Resource Amount”***(08/15/08 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.

**3. LOAD FOLLOWING POWER PURCHASE OBLIGATION*(08/15/08 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 in hourly amounts equal to «Customer Name»’s hourly Total Retail Load minus the hourly firm energy from each of «Customer Name»’s Dedicated Resources as listed in Exhibit A. «Customer Name» shall determine the hourly firm energy from each of its Dedicated Resources pursuant to section 3.3. Such amounts of energy are subject to change pursuant to section 3.5 and section 10.

3.2 **Take or Pay**

«Customer Name» shall pay for the amount of Firm Requirements Power it has committed to purchase under section 3.1, and that BPA makes available at the rates BPA establishes pursuant to 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, except Small, Non-Dispatchable 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,

(3) Specified Resources that are Small Non-Dispatchable Resources shall be listed in section 2.3 of Exhibit A, and

(4) 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. BPA shall use the amounts listed in Exhibit A in determining «Customer Name»’s Net Requirement. The amounts listed are not intended to govern how «Customer Name» shall operate its Specified Resources, except for those resources that are Small Non-Dispatchable Resources and those resources supported with DFS or SCS from BPA.

3.3.1 **Specified Resources**

3.3.1.1 **Application of Specified Resources**

«Customer Name» shall apply the output of all Specified Resources, listed in section 2 of Exhibit A, to «Customer Name»’s Total Retail Load in predefined hourly amounts consistent with section 3.7, except for Small Non-Dispatchable Resources and Specified Resources «Customer Name» is supporting with DFS or SCS from BPA. «Customer Name» shall apply all Specified Resources supported with DFS or SCS from BPA to «Customer Name»’s Total Retail Load consistent with section 2 of Exhibit D. «Customer Name» shall apply all of the output as it is generated from its Small Non-Dispatchable Resources, listed in section 2.3 of Exhibit A, to «Customer Name»’s Total Retail Load.

3.3.1.2 **Determining Specified Resource Amounts**

«Customer Name» shall state, for each Specified Resource listed in section 2 of Exhibit A, firm energy amounts for each Diurnal period and peak amounts for each month beginning with the later of the date the resource was dedicated to load or October 1, 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 and peak amounts for each month for each Specified Resource consistent with the 5(b)/9(c) Policy, and using the allowable shapes established in 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 during each Purchase Period. «Customer Name» shall apply its Unspecified Resource Amounts, listed in section 3 of Exhibit A, to «Customer Name»’s Total Retail Load in predefined hourly amounts consistent with section 3.7.

3.3.2.2 **Determining Unspecified Resource Amounts**

By March 31 of each Rate Case Year, the Parties shall calculate, and BPA shall fill in the table in section 3.1.2 of Exhibit A with, «Customer Name»’s Unspecified Resource Amounts for each of the years of the upcoming Rate Period consistent with «Customer Name»’s elections for service to its Above-RHWM Load. Such Unspecified Resource Amounts shall be calculated using the monthly and Diurnal shapes listed in section 3.1.1 of Exhibit A. 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 **Shaping of Dedicated Resources**

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

3.4.1 **Initial Monthly and Diurnal Resource Shapes**

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

(1) Generating Resources in the amount of energy within each month and Diurnal period of a year each resource is expected to generate output as agreed to by the Parties.

(2) Contract Resources in equal megawatt amounts for each hour in a year.

(3) Small Non-Dispatchable Resources in the amount of energy within each month and Diurnal period of a year each resource is expected to generate output as agreed to by the Parties.

(4) Unspecified Resource Amounts in equal megawatt amounts for each hour in a year.

3.4.2 **Reshaping Dedicated Resources**

By each Notice Deadline «Customer Name» may elect in writing, pursuant to section 3.4.3, to reshape its amounts of Dedicated Resources listed in sections 2.1, 2.2, and 3.1 of Exhibit A, except for those Specified Resources «Customer Name» is supporting with DFS or SCS from BPA, for the corresponding Purchase Period. After BPA receives such notice from «Customer Name» for the first Notice Deadline (November 1, 2009), BPA shall, by March 31, 2011, revise Exhibit A to reflect such written elections. After BPA receives such written notice from «Customer Name» for any subsequent Notice Deadline, BPA shall, by the following March 31, revise Exhibit A to reflect such election.

If «Customer Name» elects the PNCA Update Shape for a hydro resource, then BPA shall update the shape of such resource annually, in accordance with such election, to be completed no later than September 15 preceding the start of the applicable Fiscal Year.

3.4.3 **Monthly and Diurnal Reshaping Options**

Consistent with section 3.4.2, «Customer Name» may elect to reshape one or more of its Dedicated Resources using the allowable monthly and Diurnal shapes described below. If «Customer Name» elects to reshape its Dedicated Resources, then «Customer Name» shall elect both a monthly and a Diurnal shape for each Dedicated Resource that is reshaped.

3.4.3.1 **Generating Resources**

For each Generating Resource listed in section 2.1 of Exhibit A «Customer Name» may elect to apply each resource in any of the following shapes:

(1) Monthly Shapes: (A) Total Retail Load Monthly Shape; (B) Resource Monthly Shape; (C) Flat Annual Shape; or (D) PNCA Update Shape if the resource is a hydro resource and is designated as a PNCA resource in section 2.1 of Exhibit A.

(2) Diurnal Shapes: (A) Resource Diurnal Shape; (B) Flat Within-Month Shape; or (C) HLH Diurnal Shape.

3.4.3.2 **Contract Resources**

For each Contract Resource listed in section 2.2 of Exhibit A «Customer Name» may elect to apply each resource in any of the following shapes:

(1) Monthly Shapes: (A) Total Retail Load Monthly Shape; or (B) Flat Annual Shape.

(2) Diurnal Shapes: (A) Flat Within-Month Shape; or (B) HLH Diurnal Shape.

3.4.3.3 **Unspecified Resource Amounts**

«Customer Name» may elect to apply its Unspecified Resource Amounts, listed in section 3.1 of Exhibit A in any of the following shapes:

(1) Monthly Shapes: (A) Total Retail Load Monthly Shape; or (B) Flat Annual Shape.

(2) Diurnal shapes: (A) Flat Within-Month Shape; or (B) HLH Diurnal Shape.

3.4.4 **Super Peak Credit**

3.4.4.1 **Super Peak Period**

By September 30 of each Forecast Year BPA shall notify «Customer Name» in writing of the Super Peak Period for the upcoming Rate Period.

3.4.4.2 **Super Peak Amounts**

By October 31 of each Rate Case Year «Customer Name» shall notify BPA in writing of the monthly megawatt amounts of additional energy «Customer Name» elects to apply to its Total Retail Load for the upcoming Rate Period, for which «Customer Name» shall receive a Super Peak Credit. «Customer Name» shall establish such amounts from its Dedicated Resources consistent with section 9 of Exhibit A. After BPA receives such notification from «Customer Name» BPA shall revise the table in section 9 of Exhibit A, by March 31 of the same Rate Case Year, to reflect monthly amounts «Customer Name» submitted to BPA.

3.4.5 **Hourly Resource Shape**

«Customer Name»’s Dedicated Resources listed in sections 2.1, 2.2, and 3.1 of Exhibit A, except for those Specified Resources «Customer Name» is supporting with DFS or SCS from BPA, shall be provided in equal megawatt amounts during all LLH of a month and in equal megawatt amounts during all HLH of a month, unless «Customer Name» reshapes its HLH amounts pursuant to section 3.4.4. If «Customer Name» reshapes its HLH amounts pursuant to section 3.4.4, then «Customer Name»’s Dedicated Resources shall be provided in (1) equal megawatt amounts during all LLH of a month, (2) equal megawatt amounts during all HLH of a month that are not in the Super Peak Period, and (3) equal megawatt amounts during all HLH of a month that are in the Super Peak Period. The hourly amounts provided in the Super Peak Period shall reflect the additional energy amounts listed in section 9 of Exhibit A.

3.5 **Changes to Dedicated Resources**

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 obligation «Customer Name» may have in Exhibit C to serve its Above-RHWM Load with Dedicated Resources. Subject to the following:

3.5.1.1 By any Notice Deadline, «Customer Name» may elect to add a Specified Resource to section 2 of Exhibit A with amounts effective at the start of the corresponding Purchase Period. The following applies for such Specified Resources:

(1) «Customer Name» shall determine amounts for such Specified Resources in accordance with section 3.3.1.2.

(2) «Customer Name» may elect to reshape such Specified Resources in accordance with section 3.4.3 or may elect to purchase DFS from BPA to support such Specified Resources.

3.5.1.2 After any Notice Deadline, and if «Customer Name» notifies BPA of its election in writing by October 31 of a Rate Case Year, then «Customer Name» may add Specified Resources to section 2 of Exhibit A with amounts effective at the start of the upcoming Rate Period. The following apply for such Specified Resources:

(1) «Customer Name» shall determine amounts for such Specified Resources in accordance with section 3.3.1.2.

(2) The shape of such resources shall either be in the shape selected in section 3.1.1 of Exhibit A for any Unspecified Resource Amounts for the applicable Purchase Period, or «Customer Name» may purchase DFS from BPA to support the Specified Resource pursuant to section 2.2 of Exhibit D.

3.5.1.3 BPA shall revise Exhibit A consistent with «Customer Name»’s elections by March 31 following «Customer Name»’s elections under sections 3.5.1.1 or 3.5.1.2.

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 March 31 of each Rate Case Year, BPA shall revise «Customer Name»’s Dedicated Resource amounts listed in the tables of Exhibit A consistent with «Customer Name»’s resource removal elections made in accordance with section 10.

3.5.5 **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**

If «Customer Name» acquires an Annexed Load, in addition to any resources assigned by the other utility to serve the Annexed Load, «Customer Name» may add Dedicated Resources to Exhibit A, subject to sections 3.5.6.1 and 3.5.6.2 below, to serve amounts of such Annexed Load that are Eligible Annexed Load. “Eligible Annexed Load” means an Annexed Load: (1) that is added after the Effective Date, and (2) for which «Customer Name» did not receive a CHWM addition pursuant to section 1.2.2 of Exhibit B.

3.5.6.1 During the Rate Period in which «Customer Name» acquires an Eligible Annexed Load, «Customer Name» may serve such load for the remainder of that Rate Period with Dedicated Resources in the shape of the load, as negotiated by the Parties, or with additional power purchased from BPA. If «Customer Name» elects to serve such load with Dedicated Resources, then «Customer Name» shall apply such resources for the remainder of the Rate Period and in accordance with applicable terms stated in Exhibit D. If «Customer Name» elects to purchase additional power from BPA for the Annexed Load, then during that Rate Period such power purchases may be subject to additional rates or charges as established in the Wholesale Power Rate Schedules and GRSPs and as applicable to the shape of the Eligible Annexed Load.

3.5.6.2 For all Rate Periods after the Rate Period when «Customer Name» acquires an Eligible Annexed Load, «Customer Name» may serve such load with Dedicated Resources pursuant to «Customer Name»’s elections to apply Dedicated Resources or Purchase Firm Requirements Power at Tier 2 Rates during the applicable Purchase Period as stated in Exhibit C.

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. «Customer Name» shall purchase DFS from BPA (or equivalent service if DFS is unavailable) to support such resources for the term of this Agreement.

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.

3.6.7 **Data Requirements for Consumer-Owned Resources**

«Customer Name» shall meter all Consumer-Owned Resources listed in section 7 of Exhibit A and shall provide such meter data to BPA pursuant to section 17.3.

3.7 **Hourly Dedicated Resource Schedule**

By June 30 of each Rate Case Year, «Customer Name» shall provide BPA an aggregated hourly schedule, in whole megawatt amounts consistent with section 3.7.3 and in the format described in section 3.7.2, for its Dedicated Resources with amounts in each hour, calculated pursuant to section 3.7.1, for each year of the upcoming Rate Period (“Submitted Schedule”). «Customer Name» shall schedule such hourly amounts to its Total Retail Load consistent with section 13.

3.7.1 **Schedule Amounts**

The amounts in the Submitted Schedule shall equal the sum of all monthly and Diurnal Dedicated Resource amounts listed in the tables in sections 2 and 3 of Exhibit A except for those Small Non-Dispatchable Resources listed in section 2.3 of Exhibit A, and those Specified Resources supported with DFS or SCS listed in section 2 of Exhibit D. The hourly amounts in the Submitted Schedule shall be determined in accordance with section 3.4.5.

If the amounts in the Submitted Schedule change in accordance with sections 3.4.4 and/or 3.5, then «Customer Name» shall send BPA a revised Submitted Schedule using the updated amounts within five Business Days of such amounts being updated in Exhibit A.

3.7.2 **Schedule Format**

«Customer Name» shall provide the Submitted Schedule to BPA electronically in a comma-separated-value (csv) format with the time/date stamp in the first column and load amounts, with units of measurement specified, in the following column.

3.7.3 **Whole Megawatt Amounts**

If «Customer Name»’s Submitted Schedule would otherwise have amounts in fractional megawatts-per-hour, «Customer Name» shall vary its hourly amounts by one megawatt in some hours so that over the course of the applicable month the amounts as scheduled in whole megawatts sum to the appropriate total. If «Customer Name»’s Dedicated Resource amounts are less than one megawatt-per-hour in any Diurnal period of a month, then «Customer Name» shall schedule one megawatt starting with the first hour of the Diurnal period of that month, and schedule one megawatt in each subsequent hour of the Diurnal period until the appropriate amount has been scheduled for that Diurnal period of such month.

**4. THIS SECTION INTENTIONALLY LEFT BLANK*(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 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) Tier 1 Rates shall apply to Firm Requirements Power that «Customer Name» purchases under this Agreement, less: (a) amounts of Firm Requirements Power priced at Tier 2 Rates elected by «Customer Name» in section 2 of Exhibit C, and (b) any amounts purchased for NLSLs.

(2) Tier 2 Rates shall apply to planned annual amounts of Firm Requirements Power that «Customer Name» purchases to serve its Above-RHWM Load that remains after applying «Customer Name»’s New Resources. The details of this calculation, including the use of a forecasted RHWM for FY 2012 and FY 2013, are established in the TRM.

8.2 **New Resource Firm Power (NR) Rate**

Except for the application of section 23.3.7.1 Renewable Resource/Cogeneration Exception, any amounts of Firm Requirements Power provided to «Customer Name» from BPA for service to an NLSL that is listed in Exhibit D shall be purchased at the NR Rate.

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**

The Resource Shaping Charge shall apply to «Customer Name»’s New Resources that are used to serve Total Retail Load in an amount other than equal megawatt amounts for each hour of the year. «Customer Name» may incur additional charges or penalty charges as provided in the Wholesale Power Rate Schedules and GRSPs, including the Unauthorized Increase Charge or its successors.

8.5 **Resource Support Services (RSS)**

For «Customer Name»’s Specified Resources, «Customer Name» may elect to purchase RSS products under this Agreement. Such purchases shall be listed in Exhibit D.

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

9.1 **Determination and Notice to Serve Above-RHWM Load*(07/21/09 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» may also provide notice to BPA that it shall use a Dedicated Resource to serve Above-RHWM Load that is less than 8,760 MWh. «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 purchased Firm Requirements Power at Tier 2 Short-Term Rates to serve Above-RHWM Load under Alternative A in section 2.4.1 of Exhibit C with zero Dedicated Resource amounts listed in the table in section 2.4.1.1(2) of Exhibit C, except for any existing obligation to apply Dedicated Resources 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 Load Growth Rates, 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*****(07/21/09 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 **Resource Removal and Remarketing of Tier 2 Purchase Amounts for Each Rate Period**

If «Customer Name»’s Above-RHWM Load as forecast for an upcoming Rate Period is less than the sum of (1) «Customer Name»’s Tier 2 Rate purchase amounts, as stated in Exhibit C, and (2) «Customer Name»’s New Resource amounts, as stated in Exhibit A, then by October 31 of each 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 each Fiscal Year in the upcoming Rate Period to the extent necessary to comply with section 10.2. If compliance with the requirements of section 10.2 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 10.2, 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 10.2.

10.2 **Extent of Removal**

Tier 2 remarketing and removal of New Resources pursuant to section 10.1 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 New Resources exceed its Above-RHWM Load, or

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

10.3 **Partial Resource Removal**

When only a portion of a Specified Resource or Unspecified Resource Amounts is being removed pursuant to section 10.1, such resources shall be removed proportionally to maintain the same annual shape for the resource that «Customer Name» has established in Exhibit A.

10.4 **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 10.5, «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.

10.5 **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 pursuant to section 10.1.

10.5.1 «Customer Name» shall continue to apply the entire amount of any such resources to load consistent with applicable provisions stated in Exhibit D.

10.5.2 BPA shall remarket the amounts of any such resources that are removed pursuant to section 10.1 in the same manner BPA remarkets Tier 2 Rate purchase amounts in section 10.4. 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. Such amendment shall include, but not be limited to, revising the peak amounts for each of «Customer Name»’s Specified Resources listed in section 2 of Exhibit A. The Parties shall revise such peak amounts using BPA’s peak standard applicable to «Customer Name»’s 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)***

*Option 1: Include for customers served by Transfer Service with a BPA NT Transmission Agreement:*

From October 1, 2011, through September 30, 2028, Power Services shall provide and «Customer Name» shall purchase Transmission Scheduling Service. The Parties shall administer «Customer Name»’s Transmission Scheduling Service consistent with Exhibit F.

*End Option 1*

*Option 2: Include for* ***non-****Transfer Service customers with a BPA NT Transmission Agreement:*

Over the term of this Agreement, «Customer Name» may be required to purchase, or may have the option to purchase, Transmission Scheduling Service from Power Services in accordance with Exhibit F. If «Customer Name» is required or elects to purchase Transmission Scheduling Service from Power Services, then Exhibit F shall be replaced with the Transmission Scheduling Service exhibit. If «Customer Name» is not purchasing Transmission Scheduling Service from Power Services, then «Customer Name» shall comply with the scheduling requirements described in sections 2 and 3 of Exhibit F.

*End Option 2*

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

«Customer Name» shall be responsible for scheduling transmission to serve its Total Retail Load. In addition, «Customer Name» shall comply with the scheduling requirements described in Exhibit F.

*End Option 3*

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

15.1 **Measurement**

By September 30, 2010, the Parties shall ensure that meters are installed on all PODs listed in Exhibit E, consistent with the requirements of this section 15. The amount of power measured by such meters shall be used by BPA for billing purposes. If the Parties agree that metering is economically or technologically impractical, then:

(1) the Parties shall use scheduled amounts to measure the amount of power purchased if such power is scheduled into or out of «Customer Name»’s service territory; or

(2) the Parties shall use mutually acceptable load profiles to measure the amount of power purchased if such power is not scheduled.

If the metering equipment associated with the meters listed in Exhibit E fails to properly measure or record the interval readings, then BPA shall apply the procedure set out in the Meter Usage Data Estimations provision of the Wholesale Power Rate Schedules and GRSPs to determine the appropriate billing adjustment.

The rights to locate meters and access facilities granted to BPA pursuant to this section 15 are subject to the terms of any applicable agreement between «Customer Name» and Transmission Services addressing the location, cost responsibility, access, maintenance, testing, and liability of the Parties with respect to meters.

15.2 **Existing BPA Owned Meters**

At BPA’s expense, BPA shall operate, maintain, and replace, as necessary, all existing metering equipment owned by BPA that is needed to plan, schedule, and bill for power. «Customer Name» authorizes BPA to maintain and replace any metering equipment on «Customer Name»’s facilities that is reasonably necessary to forecast, plan, schedule, and bill for power. With reasonable notice from BPA, and for the purpose of implementing this provision, «Customer Name» shall grant BPA reasonable physical access to BPA owned meters at BPA’s request.

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

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.

15.3 **Non-BPA Owned Meters**

15.3.1 **Customer Owned Meters**

«Customer Name» shall operate, maintain, and replace, as necessary at «Customer Name»’s expense, all non-BPA metering equipment owned by «Customer Name» that is needed by BPA to forecast, plan, schedule, and bill for power for:

(1) points of interconnection between «Customer Name»’s system and parties other than BPA;

(2) all loads that require separate measurement for purposes of forecasting, planning, scheduling, or billing for power; and

(3) Generating Resources listed in Exhibit A that are interconnected to «Customer Name»’s system.

«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» meters at BPA’s request.

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 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.

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

For non-BPA owned meters not owned by «Customer Name» needed by BPA to forecast, plan, schedule and bill for power under this Agreement, «Customer Name» shall make commercially reasonable efforts to arrange for such meters to be operated, maintained and replaced, as necessary, for the measurements described above in sections 15.3.1(1) and 15.3.1(2) and for any Generating Resources listed in Exhibit A that require metering.

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

15.3.3 **Non-BPA Owned Meters Owned by Third-Party Transmission Provider**

This section 15.3 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.

15.4 **New Meters**

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

All new and replaced meters shall meet 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 and store data for a minimum of 45 days.

15.5 **Metering an NLSL**

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

15.6 **Metering Exhibit**

«Customer Name» shall provide meter data specified in section 17.3 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 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. 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 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, 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.

*Option 1: Only include the following if customer was a BLOCK or a SLICE/BLOCK customer during Subscription. (\*Note: Option 1 is over a page long)*

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 according to the schedule below and 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:

(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.

(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.

17.6 **Transparency of Net Requirements Process**

By July 31 of each Forecast Year, BPA shall make the following information publicly available to «Customer Name» and all other BPA regional utility customers with a CHWM:

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

(2) «Customer Name»’s Dedicated Resources for the previous two Fiscal Years in monthly energy and peak amounts as listed in section 5 of Exhibit A.

«Customer Name» waives all claims of confidentiality regarding the data described above.

17.7 **Confidentiality**

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

17.8 **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.

*End Option 1*

*Option 2: Include the following if customer purchased a product* ***other than*** *BLOCK or SLICE/BLOCK during Subscription. (\*Note: Option 2 is about a page long)*

17.5 **Transparency of Net Requirements Process**

By July 31 of each Forecast Year, BPA shall make the following information publicly available to «Customer Name» and all other BPA regional utility customers with a CHWM:

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

(2) «Customer Name»’s Dedicated Resources for the previous two Fiscal Years in monthly energy and peak amounts as listed in section 5 of Exhibit A.

«Customer Name» waives all claims of confidentiality regarding the data described above.

17.6 **Confidentiality**

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

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

«Customer Name» shall list in section 6 of Exhibit A all Generating Resources and Contract Resources «Customer Name» owns that are (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 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.

*End Option 2*

**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 ExecutivePhone: «###-###-####»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 Election for an NLSL*(07/21/09 Version)***

Before the Parties add an NLSL to Exhibit D, «Customer Name» shall elect, in writing, to:

(1) have BPA serve the NLSL at the NR rate; or

(2) serve the NLSL by adding a Dedicated Resource to Exhibit A that is not already being used to serve «Customer Name»’s firm consumer load in the region.

This election shall be binding on «Customer Name» for the remaining term of this Agreement.

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.

**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, except Small Non-Dispatchable 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.*

*Drafter’s Note: The following language will need to be adjusted for PNGC so that the one megawatt limit applies to each member utility rather than PNGC as a whole.*

2.3 **Small Non-Dispatchable Resources**

*Option 1: If «Customer Name» does NOT have any Small Non-Dispatchable Resources include the following text:*

«Customer Name» does not have any Small Non-Dispatchable Resources at this time. If «Customer Name» adds Small Non-Dispatchable Resources to this section and if the aggregate nameplate capability of such Small Non-Dispatchable Resources that are also New Resources exceeds one megawatt, then BPA shall consider the impacts of the aggregate shape of such New Resources and may require the application of DFS to account for the impact of the aggregate shape on «Customer Name»’s load.

*End Option 1.*

*Option 2: If «Customer Name» has Small Non-Dispatchable 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 Small Non-Dispatchable Resources are listed below. If the aggregate nameplate capability of Small Non-Dispatchable Resources that are also New Resources exceeds one megawatt, then BPA shall consider the impacts of the aggregate shape of such New Resources and may require the application of DFS to account for the impact of the aggregate shape on «Customer Name»’s load.

*End Option 2.*

**3. UNSPECIFIED RESOURCE AMOUNTS**

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

3.1.1 **Shape of Unspecified Resource Amounts**

«Customer Name»’s Unspecified Resource Amounts shall be calculated using the selected monthly and Diurnal shapes listed below. BPA shall update the table below consistent with section 3.4.2 of the body of this Agreement.

*Drafter’s Note: Do not edit the following table. It should appear “as is” at contract signing.*

|  |
| --- |
| **Shape of Unspecified Resource Amounts** |
|  | **Monthly Shape Choice** | **Diurnal Shape Choice** |
| **Purchase Period** | **Total Retail Load Monthly Shape** | **Flat Annual Shape** | **HLH Diurnal Shape** | **Flat Within-Month Shape** |
| **FY 2012 – FY 2014** |  | X |  | X |
| **FY 2015 – FY 2019** |  | X |  | X |
| **FY 2020 – FY 2024** |  | X |  | X |
| **FY 2025 – FY 2028** |  | X |  | X |

3.1.2 **Unspecified Resource Amounts**

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

8.1 **Total Retail Load Monthly Shape**

By March 31 immediately following each of the Fiscal Years 2010, 2015, and 2020, BPA shall fill in the table below with «Customer Name»’s Total Retail Load Monthly Shape, in accordance with section 3.4.2 of the body of this Agreement. «Customer Name»’s Total Retail Load Monthly Shape shall be calculated by dividing «Customer Name»’s Total Retail Load (in megawatt‑hours) in each month of Fiscal Years 2010, 2015, and 2020 by the Fiscal Year total of «Customer Name»’s Total Retail Load (in megawatt‑hours). BPA shall weather-normalize «Customer Name»’s Total Retail Load data, prior to calculating the Total Retail Load Monthly Shape, using the same weather-normalization procedures set forth in section 4.1.1 of the TRM.

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

| **Total Retail Load Monthly Shape (%)** |
| --- |
|  | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Total** |
| **FY 2010** |  |  |  |  |  |  |  |  |  |  |  |  | 100.0 |
| **FY 2015** |  |  |  |  |  |  |  |  |  |  |  |  | 100.0 |
| **FY 2020** |  |  |  |  |  |  |  |  |  |  |  |  | 100.0 |
| Note: Fill in the table above with percents rounded to the nearest one decimal place |

8.2 **HLH Diurnal Shape**

8.2.1 **Specified Resources**

If «Customer Name» elects the HLH Diurnal Shape for its Specified Resources, «Customer Name» shall fill in a table with monthly LLH and HLH amounts for each year of the upcoming Purchase Period for each Specified Resource. The monthly LLH and HLH distributions shall be the same across all years of a Purchase Period. «Customer Name» shall submit the tables to BPA when «Customer Name» makes its reshaping elections. BPA shall update the appropriate Dedicated Resource amounts pursuant to «Customer Name»’s submitted elections and consistent with section 3.4.2 of the body of this Agreement.

8.2.2 **Unspecified Resource Amounts**

If «Customer Name» elects the HLH Diurnal Shape for its Unspecified Resource Amounts, then «Customer Name» shall submit to BPA in writing its elected ratios of megawatt‑hours per hour in HLH to megawatt‑hours per hour in LLH by the Notice Deadline. «Customer Name» shall submit to BPA twelve monthly ratios and such monthly ratios shall apply for all years of the corresponding Purchase Period. BPA shall update the table below pursuant to «Customer Name»’s submitted elections and consistent with section 3.4.2 of the body of this Agreement. BPA shall calculate «Customer Name»’s Unspecified Resource Amounts using the ratios in the table below.

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

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

**9. SUPER PEAK AMOUNTS**

«Customer Name» may reshape some or all of its HLH Dedicated Resource amounts for its (1) Specified Resources listed in section 2 of this exhibit, except for any Small Non-Dispatchable Resources and any Specified Resources «Customer Name» is supporting with DFS or SCS from BPA; and (2) Unspecified Resource Amounts listed in section 3.1.2 of this exhibit; into the Super Peak Period to receive a Super Peak Credit. BPA shall update the table below consistent with section 3.4.4 of the body of this Agreement.

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

| **Super Peak Amounts (MW)** |
| --- |
| **Fiscal Year** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| **2012** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2013** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2014** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2015** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2016** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2017** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2018** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2019** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2020** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2021** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2022** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2023** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2024** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2025** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2026** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2027** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2028** |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: Fill in the table above with megawatts rounded to the nearest three decimal places. |

**10. 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**

The portion of «Customer Name»’s purchase obligation that is priced at Tier 1 Rates is established in section 8.1(1) of the body of this Agreement.

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

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 that is greater than or equal to 8,760 megawatt‑hours with power other than Firm Requirements Power. «Customer Name» may serve its Above‑RHWM Load that is less than 8,760 megawatt‑hours 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**

2.2.1 **First Election Opportunity**

If «Customer Name» elects by the first Notice Deadline (November 1, 2009) to purchase Firm Requirements Power at Tier 2 Load Growth Rates starting October 1, 2011, then in its election «Customer Name» shall elect one of the three Tier 2 Load Growth Rate options listed in section 2.2.3 of this exhibit. If «Customer Name» elects Option 3, then «Customer Name» shall state the amounts to be listed in the table in section 2.2.3.3 of this exhibit and «Customer Name»’s Tier 2 Short-Term Rate election pursuant to section 2.4.1 of this exhibit. BPA shall amend this exhibit by March 31, 2010, to indicate «Customer Name»’s election by adding an “X” to the “1st Notice Deadline” box next to the applicable option below. If «Customer Name» does not elect to purchase Firm Requirements Power at Tier 2 Load Growth Rates by the first Notice Deadline, then «Customer Name» shall not have the right to purchase Firm Requirements Power at Tier 2 Load Growth Rates during the first Purchase Period.

2.2.2 **Second Election Opportunity**

2.2.2.1 If «Customer Name»does not elect to purchase Firm Requirements Power at Tier 2 Load Growth Rates starting the first Purchase Period, then «Customer Name»may purchase Firm Requirements Power at Tier 2 Load Growth Rates starting October 1, 2014, provided:

(1) any elections of Tier 2 Rate alternatives or additions of New Resources under this Agreement that extend beyond the initial Purchase Period shall continue to apply for their term, and

(2) the Tier 2 Load Growth Rate applicable under this election may be different than the Tier 2 Load Growth Rate that was available during the first Purchase Period.

2.2.2.2 If «Customer Name» elects by the second Notice Deadline (September 30, 2011) to purchase Firm Requirements Power at Tier 2 Load Growth Rates, then in its election «Customer Name» shall elect one of the three Tier 2 Load Growth Rate options listed in section 2.2.3 of this exhibit. In such case, «Customer Name» shall purchase Firm Requirements Power at Tier 2 Load Growth Rates under such elected option starting October 1, 2014.

2.2.2.3 If «Customer Name» elects Option 3, described in section 2.2.3.3 of this exhibit, then «Customer Name» shall state the amounts to be listed in the table in section 2.2.3.3 of this exhibit and «Customer Name»’s Tier 2 Short-Term Rate election pursuant to section 2.4.1 of this exhibit. If «Customer Name» has prior elections of rate alternatives or resource additions that extend beyond the first Purchase Period, then «Customer Name» shall not have the right to elect Options 1 or 2 below. In such case, the amounts listed in the table in section 2.2.3.3 of this exhibit shall not be less than the sum of «Customer Name»’s prior elections for each year.

2.2.2.4 BPA shall amend this exhibit by March 31, 2012, to indicate «Customer Name»’s election by adding an “X” to the “2nd Notice Deadline” box next to the applicable option below. If «Customer Name» does not elect to purchase Firm Requirements Power at Tier 2 Load Growth Rates by the second Notice Deadline, then «Customer Name» shall not purchase Firm Requirements Power at Tier 2 Load Growth Rates for the term of this Agreement.

2.2.3 **Tier 2 Load Growth Rate Options**

1st Notice Deadline      2.2.3.1 **Option 1 - Full Tier 2 Load Growth Rate**

2nd Notice Deadline      If «Customer Name» elects this option, then «Customer Name» shall purchase Firm Requirements Power at Tier 2 Load Growth Rates for all of «Customer Name»’s Above-RHWM Load.

1st Notice Deadline      2.2.3.2 **Option 2 - Shared Rate Plan**

2nd Notice Deadline

(1) **Obligation**

If «Customer Name» elects this option, provided that BPA determines «Customer Name» qualifies under the limit for the Shared Rate Plan as established in section 7 of the TRM, then «Customer Name» shall pay rates under the Shared Rate Plan for Firm Requirements Power purchased under this Agreement. If BPA determines «Customer Name» does not qualify under such limit, then «Customer Name» shall not have the right to elect this option and «Customer Name» shall purchase Firm Requirements Power at Tier 2 Load Growth Rates under Option 1 as established in section 2.2.3.1 of this exhibit. For the second election opportunity stated in section 2.2.2 of this exhibit, availability under the limit for the Shared Rate Plan established in section 7 of the TRM shall equal such limit minus the amounts used by other customers who elected this Option 2 by the first Notice Deadline.

(2) **Terminating Participation**

«Customer Name» may terminate participation in the Shared Rate Plan by providing BPA notice in writing by March 31 of a Forecast Year. In such case, the change shall be effective the next Rate Period. If «Customer Name» stops participation in the Shared Rate Plan, then «Customer Name» shall not have the right to resume participation. «Customer Name» shall continue to purchase Firm Requirements Power priced at Tier 2 Load Growth Rates for all of «Customer Name»’s Above-RHWM Load.

1st Notice Deadline      2.2.3.3 **Option 3 - Partial Tier 2 Load Growth Rate**

2nd Notice Deadline      If «Customer Name» elects this option, then «Customer Name» shall purchase Firm Requirements Power at Tier 2 Load Growth Rates for all of «Customer Name»’s Above-RHWM Load minus the amounts stated in the table below that «Customer Name» elects are not subject to Tier 2 Load Growth Rates. «Customer Name» shall establish such amounts at the time «Customer Name» elects this option and such amounts shall not change for the term of this Agreement. «Customer Name» may serve such amounts with Dedicated Resources or with Firm Requirements Power purchased at other Tier 2 Rates. BPA shall update the table below by March 31 immediately following «Customer Name»’s election of this option.

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

| **Load Amounts Not Subject To Tier 2 Load Growth Rates (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. |

2.2.4 **Modification to Tier 2 Load Growth Rate Election**

2.2.4.1 **Notice**

«Customer Name» shall have the right to stop purchasing Firm Requirements Power at Tier 2 Load Growth Rates effective the upcoming Rate Period, except for the amount established in section 2.2.4.2 of this exhibit. If «Customer Name» chooses to modify its purchases at Tier 2 Load Growth Rates in this manner, then «Customer Name» shall notify BPA in writing by October 31 of a Rate Case Year.

2.2.4.2 **Continued Purchase Amount**

For the remaining term of this Agreement, «Customer Name» shall continue to purchase at Tier 2 Load Growth Rates the amount of Firm Requirements Power that «Customer Name» purchased at Tier 2 Load Growth Rates the year before the modification described above is effective.

2.2.4.3 **Obligation to Apply Dedicated Resources*(07/21/09 Version)***

If «Customer Name» provides notice to modify its purchases at Tier 2 Load Growth Rates under section 2.2.4.1 of this exhibit, then for the remainder of the effective Purchase Period and all of the next Purchase Period, «Customer Name» shall apply Dedicated Resources to serve all of its Above-RHWM Load that is in excess of the sum of all Tier 2 commitments.

2.2.4.4 **Charges to Modify Tier 2 Load Growth Rate Purchase**

«Customer Name» shall be liable for payment of any costs that apply as a result of «Customer Name» modifying its Tier 2 Load Growth Rate purchase obligation under this section 2.2.4. Such costs shall be those that BPA: (1) is obligated to pay and will not recover from «Customer Name» at Tier 2 Load Growth Rates as a result of the modification, and (2) is unable to recover through other transactions. BPA shall determine such costs, if any, during the 7(i) Process that follows «Customer Name»’s notice. If BPA determines that «Customer Name» owes payment for such costs, then «Customer Name» shall pay the entire amount to BPA in no more than 24 equal monthly amounts starting the first month of the upcoming Rate Period. In no event shall BPA make payment to «Customer Name» as a result of «Customer Name» modifying its Tier 2 Load Growth Rate purchase obligation under this section 2.2.4.

2.2.4.5 **Exhibit Update**

By March 31 following «Customer Name»’s notice, BPA shall indicate «Customer Name»’s election to modify its Tier 2 Load Growth Rate purchase by filling in the table below. As established in section 2.2.4.2 of this exhibit, «Customer Name» shall continue to purchase the following amounts of Firm Requirements Power at Tier 2 Load Growth Rates:

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

| **Continuing Tier 2 Load Growth Rates Purchase Obligation** |
| --- |
| **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: Fill in the table above with annual Average Megawatts, rounded to three decimal places, for each year that follows «Customer Name»’s modification beginning with the effective year of modification |

*Drafter’s Note: Include only for customers that opted-out of the LGR beginning in FY2020 – FY2024:*

2.2.5 **Termination of Tier 2 Load Growth Rate Election*(02/16/17 Version)***

In its letter to the region dated April 7, 2016, BPA granted customers a one-time right to terminate their existing elections to serve Above-RHWM Loads at the Tier 2 Load Growth Rate. «Customer Name» elected to terminate its Tier 2 Load Growth Rate election beginning FY2020 through the term of this Agreement.

2.3 **Tier 2 Vintage Rates**

If «Customer Name» elects Option 1 or 2 in section 2.2.3 of this exhibit, then this section shall not apply. Otherwise:

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 Option 1 or 2 in section 2.2.3 of this exhibit, then this section shall not apply. Otherwise:

2.4.1 **Short-Term Rate Purchases**

Unless «Customer Name» elects, in section 2.1 of this exhibit, not to purchase Firm Requirements Power at Tier 2 Rates for a given Purchase Period, by each Notice Deadline «Customer Name» shall elect in writing either Alternative A or B below for the duration of the corresponding Purchase Period. If «Customer Name» elects Alternative A and elects to apply Dedicated Resources to serve its Above-RHWM Load, then «Customer Name» shall state the amounts to be listed in the table in section 2.4.1.1(2) of this exhibit. If «Customer Name» elects Alternative B, then «Customer Name» shall state the amounts to be listed in the table in section 2.4.1.3 of this exhibit. By March 31 immediately following each Notice Deadline, BPA shall update the tables in this section 2.4.1 to show «Customer Name»’s Tier 2 Short-Term Rate election for the corresponding Purchase Period.

2.4.1.1 **Alternative A – Customer Planned Load Not Otherwise Served*(02/16/17 Version)***

If «Customer Name» elects this alternative, then «Customer Name» shall purchase Firm Requirements Power priced at Tier 2 Short-Term Rates to serve all of «Customer Name»’s Above-RHWM Load that «Customer Name» has not otherwise agreed to serve with:

(1) Firm Requirements Power purchased at other Tier 2 Rates, or

(2) the amounts of Dedicated Resources, stated in the table below, that «Customer Name» shall apply during the Purchase Period to serve its Above-RHWM Load. *[Drafter’s Note: include the following sentence for all customers choosing the “round-down” option. Select the option that fits the customer’s election:*However, for each Fiscal Year in the «FY 2015 - FY 2019, FY 2020 – FY 2024, and FY 2025 – FY 2028 Purchase Periods,» *or* «FY 2020 – FY 2024 and FY 2025 – FY 2028 Purchase Periods,» *or* «FY 2025 – FY 2028 Purchase Period,» if «Customer Name»’s Above-RHWM Load is less than the Dedicated Resource amounts stated in the table below, then «Customer Name» shall serve its Above-RHWM Load with Dedicated Resource amounts that have been rounded-down to the next whole Average Megawatt.*]* If «Customer Name» purchases power at Tier 2 Load Growth Rates, then these Dedicated Resource amounts shall not exceed the amounts stated in the table in section 2.2.3.3 of this exhibit.

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

| Purchase Period Dedicated Resource Elections |
| --- |
| **Fiscal Year** | **2012** | **2013** | **2014** | **2015** | **2016** |
| **Election** |  |  |  |  |  |
| **Fiscal Year** | **2017** | **2018** | **2019** | **2020** | **2021** |
| **Election** |  |  |  |  |  |
| **Fiscal Year** | **2022** | **2023** | **2024** | **2025** | **2026** |
| **Election** |  |  |  |  |  |
| **Fiscal Year** | **2027** | **2028** |  |  |  |
| **Election** |  |  |  |  |  |
| Note: Insert amounts in Average Megawatts rounded to three decimal places for each year of the applicable Purchase Period. |

2.4.1.2 **Alternative B – Limited Amounts**

If «Customer Name» elects this alternative, then «Customer Name» shall purchase Firm Requirements Power at Tier 2 Short-Term Rates to serve «Customer Name»’s Above-RHWM Load that «Customer Name» has not otherwise agreed to serve with Firm Requirements Power purchased at other Tier 2 Rates; provided however, that amounts purchased at Tier 2 Short-Term Rates shall not exceed the amounts (including zero amounts) stated in the table in section 2.4.1.3 of this exhibit. «Customer Name» agrees to serve any of its remaining Above-RHWM Load with power other than Firm Requirements Power.

2.4.1.3 **Tier 2 Short-Term Rate Elections**

If «Customer Name» elects Alternative A above, then BPA shall indicate that election by adding an “X” to the table below for each year of the applicable Purchase Period. If «Customer Name» elects Alternative B above, then BPA shall indicate that election by adding amounts (in Average Megawatts rounded to three decimal places) to the table below for each year of the applicable Purchase Period.

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

| Tier 2 Short-Term Rate Table |
| --- |
| **Fiscal Year** | **2012** | **2013** | **2014** | **2015** | **2016** |
| **Election** |  |  |  |  |  |
| **Fiscal Year** | **2017** | **2018** | **2019** | **2020** | **2021** |
| **Election** |  |  |  |  |  |
| **Fiscal Year** | **2022** | **2023** | **2024** | **2025** | **2026** |
| **Election** |  |  |  |  |  |
| **Fiscal Year** | **2027** | **2028** |  |  |  |
| **Election** |  |  |  |  |  |

2.4.2 **Right to Reduce Tier 2 Short-Term Rate Purchase Amounts**

2.4.2.1 **Notice**

If «Customer Name» notifies BPA in writing by October 31 of a Rate Case Year, then «Customer Name» may reduce, in equal amounts for all hours of the year, some or all of the amounts of Firm Requirements Power that «Customer Name» is obligated to purchase at Tier 2 Short-Term Rates. The reduction may take effect in either year of the upcoming Rate Period and shall be effective for the remaining duration of the applicable Purchase Period(s). In its written notice, «Customer Name» shall state the amount of the reduction and the date the reduction shall take effect. «Customer Name» shall replace all reduced Tier 2 Short-Term Rate purchase amounts with amounts of Dedicated Resources applied pursuant to section 3.3 of the body of this Agreement.

2.4.2.2 **Charges to Reduce Purchase Amounts**

«Customer Name» shall be liable for payment of any costs that apply as a result of «Customer Name» reducing, under section 2.4.2.1 of this exhibit, the amounts of Firm Requirements Power that «Customer Name» is obligated to purchase at Tier 2 Short-Term Rates. 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 reduction, and (2) is unable to recover through other transactions. BPA shall determine such costs, if any, during the 7(i) Process that follows «Customer Name»’s notice. If BPA determines that «Customer Name» owes payment for such costs, then «Customer Name» shall pay the entire amount to BPA in no more than 24 equal monthly amounts starting the first month of the upcoming Rate Period. In no event shall BPA make payment to «Customer Name» as a result of «Customer Name» reducing the amounts of Firm Requirements Power that «Customer Name» is obligated to purchase at Tier 2 Short-Term Rates.

2.4.2.3 **Exhibit Updates**

By March 31 following «Customer Name»’s notice, BPA shall revise this exhibit and Exhibit A to show «Customer Name»’s reduced Tier 2 Short-Term Rate purchase amounts and «Customer Name»’s Dedicated Resource additions.

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

2.5.1 **Treatment for FY 2012 – FY 2013**

By March 31, 2010, BPA shall update the table in section 2.5.2 of this exhibit, consistent with «Customer Name»’s elections, with amounts of Firm Requirements Power which «Customer Name» shall purchase at applicable Tier 2 Rates for the FY 2012 – FY 2013 Rate Period.

2.5.2 **Amounts of Power for Subsequent Rate Periods**

For each Rate Period after the FY 2012 – FY 2013 Rate Period, BPA shall establish for the upcoming Rate Period consistent with «Customer Name»’s elections: (1) the planned annual average amounts of Firm Requirements Power which «Customer Name» shall purchase at applicable Tier 2 Rates, and (2) any remarketed Tier 2 Rate purchase amounts in accordance with section 10 of the body of this Agreement. By March 31, 2013, and by March 31 of each Rate Case Year thereafter, BPA shall update the table below with such amounts for each year of the upcoming Rate Period.

*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** |  |  |  |  |  |  |  |  |  |
| **Remarketed Amounts** |  |  |  |  |  |  |  |  |  |
| **Fiscal Year** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** |  |
| **No Tier 2 at this time** |  |  |  |  |  |  |  |  |
| **Remarketed Amounts** |  |  |  |  |  |  |  |  |
| Notes:1. List each applicable Tier 2 rate in the table above. For the first applicable Tier 2 rate replace **No Tier 2 at this time** with the name of the applicable Tier 2 rate. For each additional Tier 2 rate, add a new row above the **Remarketed Amounts** row. If «Customer Name» elects not to purchase at Tier 2 rates, then leave **No Tier 2 at this time** in the table and leave the remainder of the table blank.2. Fill in the table above with annual Average Megawatts rounded to three decimal places. |

**3. 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*(06/04/2018 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**

«Customer Name» has the following Potential NLSLs:

End-use consumer’s name:

«Facility name:»

Facility location:

12-month monitoring period:

Date load confirmed as a Potential NLSL:

Approximate load:

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 elects to have BPA serve the Planned NLSLs at the* ***NR rate****.*

1.4 **Planned NLSLs**

«Customer Name» has a Planned NLSL and elects to have BPA serve the Planned NLSL at the NR rate consistent with section 8 and section 23.3 of the body of this Agreement and with the Wholesale Power Rate Schedules and GRSPs.

*Drafter’s Note: If customer has more than one Planned NLSL, number each separately as (1), (2), etc. and indent appropriately. Approximate load is the current size of the load, not the expected growth over the 12-month monitoring period. Add facility name if there are two Planned NLSLs at same site or as needed. Update, as needed, at the end of each monitoring period.*

End–use consumer’s name:

«Facility name:»

Facility location:

12-month monitoring period:

Date load confirmed as a Planned NLSL:

Approximate load:

Planned NLSL description:

*End Option 2*

*Option 3: Include the following if customer* ***has*** *PLANNED NLSLs and will serve the Planned NLSLs with non-federal Dedicated Resources and/or Consumer-Owned Resources.*

1.4 **Planned NLSLs**

«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. If «Customer Name» elects to serve a Planned NLSL with Dedicated Resource amounts in section 4 of Exhibit A, then «Customer Name» shall also purchase New Resource Energy Shaping Service pursuant to section 1.8 below.

*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:

Date load confirmed as a Planned NLSL:

Approximate load:

Planned NLSL description:

*End Option 3*

*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 wants BPA to serve the NLSLs at the* ***NR rate****.*

1.5 **NLSLs**

«Customer Name» has an NLSL and elects to have BPA serve the NLSL at the NR rate consistent with section 8 and section 23.3 of the body of this Agreement and with the Wholesale Power Rate Schedules and GRSPs.

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

End–use consumer’s name:

«Facility name:»

Facility location:

Date load determined as an NLSL:

Approximate load:

Description of NLSL:

Manner of service:

*End Option 2*

*Option 3: Include the following if customer* ***has*** *NLSLs and will serve the NLSLs with non-federal Dedicated Resources and/or Consumer-Owned Resources.*

1.5 **NLSLs**

«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. If «Customer Name» elects to serve an NLSL with Dedicated Resource amounts in section 4 of Exhibit A, then «Customer Name» shall also purchase New Resource Energy Shaping Service pursuant to section 1.8 below.

*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:

Date load determined as an NLSL:

Approximate load:

Description of NLSL:

Manner of service:

*End Option 3*

*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.

*End Option 2*

*Drafter’s Note: Include the following sections 1.6 through 1.10 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» that 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 1.10 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 **New Resource Energy Shaping Service for Planned NLSLs and NLSLs**

BPA is providing New Resource Energy Shaping Service (NR ESS) to make power available to meet variations between a customer’s scheduled Dedicated Resource amounts serving a Planned NLSL or NLSL and the actual amounts of Planned NLSL or NLSL. «Customer Name» shall purchase NR ESS for Dedicated Resource amounts serving «Customer Name»’s Planned NLSLs and NLSLs for the period(s) listed in the table below at the rates and charges applicable under the current Wholesale Power Rate Schedules and GRSPs.

*Drafter’s Note: Add a row for each additional Planned NLSL and NLSL. NR ESS elections are per Rate Period. As applicable, update the table at the beginning of the first measurement period and then prior to the beginning of each Rate Period thereafter.*

|  |
| --- |
| **NR ESS Term of Purchase** |
| «Name of Planned NLSL/ NLSL or N/A» | «Month Day, Year» through «Month Day, Year» |

1.8.1 **Submittal of Capacity Amounts for NR ESS**

By February 1 prior to the start of each Rate Period, «Customer Name» shall provide BPA with the forecasted monthly capacity amounts that «Customer Name» requests from BPA to serve its Planned NLSLs and NLSLs for the upcoming Rate Period. «Customer Name» shall notify BPA of any change to such amounts of capacity for any specific month of the Rate Period, no less than 30 days prior to the start of the month.

1.8.2 **Rates and Charges for Planned NLSLs and NLSLs**

1.8.2.1 **NR ESS Energy and Capacity Charges**

All applicable NR ESS charges or credits for Planned NLSLs and NLSLs shall be as established in the current Wholesale Power Rate Schedules and GRSPs.

1.8.2.2 **Charge for Difference between PF and NR Rates**

If BPA served a Planned NLSL with power sold at the NR rate, including NR ESS Energy and Capacity Charges, and BPA later determines that such Planned NLSL did not reach ten Average Megawatts of load growth in any consecutive 12‑month monitoring period, then BPA shall revise «Customer Name»’s bill to reflect the difference between the applicable PF rate and the applicable NR rate and charges in effect for the applicable monitoring period. BPA will charge interest on such difference consistent with section 23.3.5 of the body of the Agreement.

1.9 **Additional Requirements for Planned NLSLs and NLSLs**

1.9.1 **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 1 of each year.

1.9.2 **Transmission Scheduling Service**

If «Customer Name» is serving a Planned NLSL or an NLSL with Dedicated Resource amounts, then «Customer Name» shall purchase, or continue to purchase, Transmission Scheduling Service pursuant to the terms and conditions of Exhibit F. «Customer Name» shall schedule its Dedicated Resource amounts in section 4 of Exhibit A pursuant to the scheduling provisions included in sections 4.1 and 4.2 of Exhibit F.

1.10 **Liquidated Damages for Planned NLSLs**

This section 1.10 only applies if «Customer Name» is serving a Planned NLSL with Dedicated Resource amounts. This section 1.10 will not apply if, at the end of a Fiscal Year following the end of a consecutive 12‑month monitoring period, «Customer Name»’s Actual Annual Tier 1 Load is greater than its RHWM.

If BPA determines that a Planned NLSL load has grown by less than ten Average Megawatts in the consecutive 12‑month monitoring period just completed, and if the Load Shaping Charge True-up Rate is negative for any Fiscal Year during that consecutive 12‑month monitoring period, then «Customer Name» agrees to pay BPA a charge as liquidated damages to recover the revenue for power that «Customer Name» would have otherwise purchased from BPA at the then applicable PF rate during such Fiscal Year(s).

If a consecutive 12‑month monitoring period for a Planned NLSL coincides with a single Fiscal Year, then BPA shall calculate liquidated damages for the load at each facility by multiplying the absolute value of the Load Shaping Charge True‑up Rate by the lesser of: (1) the megawatt hours measured at each facility for the Fiscal Year and (2) «Customer Name»’s RHWM minus «Customer Name»’s Actual Annual Tier 1 Load for such Fiscal Year.

If a consecutive 12‑month monitoring period for a Planned NLSL spans two Fiscal Years, then at the end of the second Fiscal Year, BPA shall calculate liquidated damages for the load at each facility for each Fiscal Year of the consecutive 12‑month monitoring period by multiplying the absolute value of the applicable Load Shaping Charge True‑up Rate by the lesser of: (1) the portion of the megawatt hours measured at each facility in the applicable Fiscal Year and (2) Customer Name»’s applicable RHWM minus «Customer Name»’s Actual Annual Tier 1 Load for the applicable Fiscal Year.

In the event «Customer Name» has more than one Planned NLSL in a Fiscal Year, then the total amount of liquidated damages charge BPA shall apply will be limited to the megawatt hour amount that «Customer Name»’s RHWM is greater than «Customer Name»’s Actual Annual Tier 1 Load for the Fiscal Year.

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

2.1 BPA shall develop the RSS products to support applicable Specified Resources listed in section 2 of Exhibit A for the FY 2012 through FY 2014 Purchase Period and offer such as a revision to this exhibit by August 1, 2009 and by August 1 prior to each Notice Deadline thereafter. Prior to that date, BPA shall provide «Customer Name» a reasonable opportunity to provide input into the development of the products and the related contract provisions. By the November 1, 2009 Notice Deadline and by each Notice Deadline thereafter, «Customer Name» shall notify BPA in writing of any RSS products it elects to buy from BPA under the terms of this Agreement and shall identify the applicable resource(s), for which it shall purchase the RSS product(s) for the upcoming Purchase Period. Such election shall be a binding commitment of both Parties. If «Customer Name» makes such election, the Parties shall revise this exhibit so that it incorporates the agreed changes to applicable provisions, including the applicable resource amounts, if known, by March 31, 2010 or by March 31 of the year following the Notice Deadline for future years. By September 30 of the last Rate Case Year prior to the first Rate Period when service begins, and by each applicable September 30 thereafter in accordance with the applicable incorporated contract language, BPA shall update the relevant tables included in the incorporated contract language with the applicable charges and any necessary updates to resource amounts.

2.2 If «Customer Name» adds a new Specified Resource within a Purchase Period to meet its obligations to serve Above-RHWM Load with Dedicated Resources, consistent with section 3.5.1 of the body of this Agreement, «Customer Name» may purchase DFS or FORS to support such resource. «Customer Name» shall request a copy of the then-current DFS or FORS standard contract provisions from BPA and shall notify BPA in writing by October 31 of a Rate Case Year that it elects to purchase DFS or FORS for the new Specified Resource under the terms stated in the then-current contract provisions and the terms of this section 2.2. Such election shall be a binding commitment of both Parties. The elected DFS or FORS will be effective at the start of the upcoming Rate Period. The duration of such purchase shall be for the remainder of the Purchase Period and for the following Purchase Period. If «Customer Name» makes such election, the Parties shall revise this exhibit by March 31 of the calendar year after «Customer Name» has given notice of its election. Such revision shall incorporate the agreed changes to applicable provisions, including the applicable resource amounts, if known. By September 30 of the last Rate Case Year prior to the first Rate Period when service begins, and by each applicable September 30 thereafter, in accordance with the applicable incorporated contract language, BPA shall update the relevant tables included in the incorporated contract language with the applicable charges and any necessary updates to resource amounts.

*Include for* ***Load Following Customers with DFS provisions****:*

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

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

From «Month» 1, 20«##» through September 30, 20«##», BPA shall support «Customer Name»’s Specified Resource(s) listed in section 2.3.6.1 below with DFS in accordance with section 2.3.1 below. «Customer Name» shall apply such resource(s) to serve «Customer Name»’s Total Retail Load and provide BPA with any necessary information concerning such resource(s) in accordance with sections 2.3.2, 2.3.3, and 2.3.4 below. BPA shall charge for DFS in accordance with section 2.3.5 below and shall update the tables in section 2.3.6 below.

2.3.1 **BPA’s Obligations**

On an hourly basis BPA shall make available power to «Customer Name» to serve «Customer Name»’s Total Retail Load to meet variations between the amounts generated by the Specified Resource(s) listed in section 2.3.6.1 below and the hourly average planned amounts listed in section 2.3.6.2 below. Generated amounts are the amounts measured by the meters on the resource(s) listed in section 2.3.6.1 below in accordance with section 2.3.2 below, unless a resource listed in section 2.3.6.1 below is scheduled to «Customer Name»’s Total Retail Load, in which case such generated amounts are the amounts scheduled pursuant to Exhibit F. BPA shall provide and «Customer Name» shall purchase Transmission Scheduling Service in accordance with Exhibit F.

In the event that BPA proposes to adopt a rate schedule for a portfolio application of DFS to multiple «Customer Name» resource(s) then BPA shall, upon establishing such rate schedule, propose amendments to subsections of this exhibit as necessary to implement the rate schedule.

2.3.2 **Operational Requirements**

For purposes of this section 2, “Operating Minimum” means the lowest level of power generation that is established in section 2.3.6.2 below as the minimum hourly power delivery amount when the resource is operating. Such Operating Minimum may be zero (0) pursuant to section 2.3.6.2.

***Drafter’s Note:*** *List the resource(s) that the customer purchases DFS for that do not qualify for the small resource exception. State “None at this time.” in the table below under the “Resource Name” column if this section does not apply. The resource(s) listed here must also be listed in section 2.3.6.1 below.*

2.3.2.1 **Operational Requirements for Resource(s) without Small Resource Exception**

This section 2.3.2.1 applies to the following Specified Resource(s):

|  |  |
| --- | --- |
| **Resource Name** | **Purchase Period** |
|  |  |

«Customer Name» shall apply the output from the Specified Resource(s) identified in section 2.3.6.1 and which are listed above, as such output is generated, to serve «Customer Name»’s Total Retail Load. If «Customer Name» does not apply at least each individual resource’s Operating Minimum as set forth in section 2.3.6.2 below for the applicable hour(s) from the Specified Resource(s) listed in the table above, then «Customer Name» shall provide replacement power from another source to serve its Total Retail Load in accordance with section 2.3.2.1.1 below. If «Customer Name» does not meet these conditions, then «Customer Name» shall pay an Unauthorized Increase Charge in accordance with BPA’s Wholesale Power Rate Schedules and GRSPs.

2.3.2.1.1 **Scheduling Replacement Power**

«Customer Name» shall provide replacement power for service to its Total Retail Load. Such replacement power amounts shall equal the difference between the amount being generated by the Specified Resource(s) listed above in section 2.3.2.1 and the hourly average planned amounts of power listed in section 2.3.6.2 below for the applicable resource(s) and hour(s) rounded down and expressed as the nearest whole megawatt.

2.3.2.1.2 **Planned Outages**

By October 31 of each Rate Case Year, «Customer Name» may notify BPA of daily amounts of planned outages during the upcoming Rate Period for each of the Specified Resource(s) listed in section 2.3.2.1 above. BPA will use such information when establishing the Operating Minimums, planned amounts, and hourly average planned amounts under section 2.3.6.2 below for the applicable resource(s), with differentiated amounts for days with and without planned outages. In accordance with BPA’s Wholesale Power Rate Schedules and GRSPs, during days with planned outages «Customer Name» shall receive no value under the Resource Shaping Charge Adjustment when a resource provides output beyond the planned amounts in section 2.3.6.2 below for such resource.

Six weeks prior to the start of a month with a planned outage, «Customer Name» may request that BPA shift the days for the planned outage by changing the outage’s start date. BPA is not obligated to make such change but BPA will evaluate «Customer Name»’s request and shall notify «Customer Name» within five Business Days if it is acceptable to BPA for «Customer Name» to make the change requested.

***Drafter’s Note:*** *List resource(s) customer purchases DFS for that qualify for the small resource exception. State “None at this time.” in the table below under the “Resource Name” column if this section does not apply.**The DFS Small Resource Exception is applicable if BPA determines that the customer does not have the means or ability to provide non-federal reserves as replacement power during full or partial outages, or if BPA determines that providing such exception will not create opportunities for arbitrage. BPA may also use the following provision in other circumstances such as if BPA decides that the administrative cost savings outweigh the benefit of requiring replacement power and greater notice for planned outages. This section is for small resource(s) (less than 10 MW nameplate capability) that are also located within customer's distribution system and not required to have a transmission schedule. The Small Resource Exception is determined on a case-by-case basis by the Power Decision Team (PDT). The resource(s) listed in the section below must also be listed in section 2.3.6.1 below.*

2.3.2.2 **Operational Requirements for Resource(s) with** **Small Resource Exception**

This section applies to the following Specified Resource(s) with the small resource exception:

|  |  |
| --- | --- |
| **Resource Name** | **Purchase Period** |
|  |  |

«Customer Name» shall apply the output from the Specified Resource(s) identified in section 2.3.6.1 and which are listed in the table above, as such output is generated, to serve «Customer Name»’s Total Retail Load. If «Customer Name» does not apply at least each individual resource’s Operating Minimum as set forth in section 2.3.6.2 below for the applicable hour(s) from the Specified Resource(s) listed in the table above, then «Customer Name» shall manage outages in accordance with section 2.3.2.2.1 below. If «Customer Name» complies with the requirements of this section 2.3.2.2 and applies all power from the resource(s) listed in the table above to «Customer Name»’s Total Retail Load, then the difference between the amounts provided by such resource(s) and the hourly average planned amounts in section 2.3.6.2 below for such resource(s) will not be subject to the Unauthorized Increase Charge in accordance with BPA’s Wholesale Power Rate Schedules and GRSPs.

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

2.3.2.2.1 **Outages and FORS for Resource(s) with** **Small Resource Exception*(08/09/2019 Version)***

For any Specified Resource(s) listed in section 2.3.2.2 above, «Customer Name» shall notify BPA of any full or partial planned outages at least one month in advance of such outages, and shall provide BPA with the start/end dates of the outages and the expected generation amounts for each daily HLH and LLH period.

The following criteria outline when «Customer Name» is or is not required to purchase FORS:

(1) If BPA agrees that an outage on «Customer Name»’s resource with a small resource exception could not be planned one month in advance, then «Customer Name» shall request FORS energy to cover any such outages. «Customer Name» may request FORS energy in accordance with section 2.4.4 below. However:

(A) «Customer Name» shall not be required to purchase FORS energy for any monthly diurnal period during which a resource with the small resource exception has an Operating Minimum, as set forth in section 2.3.6.2 below, equal to zero.

(B) «Customer Name» shall purchase FORS for any monthly diurnal period during which a resource with the small resource exception has an Operating Minimum, as set forth in section 2.3.6.2 below, greater than zero.

(2) If «Customer Name» is purchasing FORS and BPA was not notified of a planned outage, then «Customer Name» shall request FORS energy in accordance with section 2.4.4 below.

*End Option 1.*

***Option 2:*** *Include the following language for customers who purchase DFS, BUT NOT FORS.*

2.3.2.2.1 **Outages and FORS for Resource(s) with** **Small Resource Exception*(08/04/2021 Version)***

For any Specified Resource(s) listed in section 2.3.2.2 above, «Customer Name» shall notify BPA of any full or partial planned outages at least one month in advance of such outages, and shall provide BPA with the start/end dates of the outages and the expected generation amounts for each daily HLH and LLH period.

The following criteria outline when «Customer Name» is or is not required to purchase FORS:

(1) If BPA agrees that an outage on «Customer Name»’s resource with a small resource exception could not be planned one month in advance, then «Customer Name» shall request FORS energy to cover any such outages. «Customer Name» may request FORS energy. However:

(A) «Customer Name» shall not be required to purchase FORS energy for any monthly diurnal period during which a resource with the small resource exception has an Operating Minimum, as set forth in section 2.3.6.2 below, equal to zero.

(B) «Customer Name» shall purchase FORS for any monthly diurnal period during which a resource with the small resource exception has an Operating Minimum, as set forth in section 2.3.6.2 below, greater than zero.

(2) If «Customer Name» is purchasing FORS and BPA was not notified of a planned outage, then «Customer Name» shall request FORS energy.

*End Option 2.*

2.3.3 **Information Requirements**

«Customer Name» shall provide BPA with hourly meter data from the Specified Resource(s) listed in section 2.3.6.1 below in accordance with section 17.3 of the body of this Agreement. If «Customer Name» installs or upgrades a meter to meet such requirement, then «Customer Name» shall pay for any costs or related services attributable to the new or upgraded meters. If any of the resource(s) listed below in section 2.3.6.1 are scheduled to «Customer Name»’s Total Retail Load or BPA’s Balancing Authority Area, then «Customer Name» shall provide hourly generation forecast data and schedule data to BPA for such resource(s) in accordance with Exhibit F.

By October 31 of each Rate Case Year, «Customer Name» shall also provide BPA (in a format determined by BPA) with the resource information, including planned outages and historical and forecast resource data, that BPA determines is necessary to provide DFS.

***Sub-Option 1****: Include the following language if customer is entirely by directly connected load:*

2.3.4 **Delivery Requirements**

«Customer Name» shall deliver power associated with the Specified Resource(s) listed below in section 2.3.6.1 in accordance with sections 2.3.4.1 and 2.3.4.2 below. BPA shall have no obligation for any costs or related services attributable to «Customer Name»’s acquisition of such firm or non-firm transmission. For all subsections under this section, if «Customer Name»’s use of non-firm transmission results in an Unauthorized Increase Charge, then BPA shall assess «Customer Name» such Unauthorized Increase Charge.

2.3.4.1 **Resource(s) Located Inside BPA’s Balancing Authority Area**

If any of the Specified Resources listed in section 2.3.6.1 are located inside of BPA’s Balancing Authority Area, then «Customer Name» shall deliver power from such resource(s) to «Customer Name»’s Total Retail Load on non-firm or firm transmission.

2.3.4.2 **Resource(s) Located Outside BPA’s Balancing Authority Area**

If any of the Specified Resources listed in section 2.3.6.1 are biogas, biomass, geothermal, small hydro (nameplate capability less than or equal to ten megawatts), landfill gas, ocean, solar, or wind resource(s), and if they are located outside of BPA’s Balancing Authority Area, then «Customer Name» shall deliver power from such resource(s) to «Customer Name»’s Total Retail Load on non-firm or firm transmission. Power from other Specified Resource(s) listed in section 2.3.6.1 that are located outside of BPA’s Balancing Authority Area shall be delivered to «Customer Name»’s Total Retail Load on firm transmission.

*End Sub-Option 1.*

***Sub-Option 2:*** *Include the following language if customer is served entirely by Transfer Service:*

***Reviewer’s Note:*** *An agreed-upon plan of service is a required condition prior to March 31 of the year following the customer’s election to purchase DFS.*

2.3.4 **Delivery Requirements**

For each Specified Resource listed in section 2.3.6.1 below, Power Services and «Customer Name» agree to develop by March 31 of the year following «Customer Name»’s election to purchase DFS, a plan of service to enable delivery of power to load that best fits the challenges of each Specified Resource. Such challenges include but are not limited to the existing circumstances of transmission constraints. If the Parties do not develop a plan by the March 31 deadline, and cannot mutually agree to a revised deadline for completion of the plan of service, then BPA’s obligation to sell and «Customer Name»’s obligation to purchase DFS will expire and «Customer Name» shall meet its Above-RHWM Load with power in both a Flat Annual Shape and Flat Within-Month Shape or an alternative approach mutually agreed to by the Parties. Once the plan of service is established, the Parties may periodically reevaluate what constitutes the best plan of service and revise it accordingly. In any such plan of service, the power from the Specified Resource(s) shall be delivered on firm transmission.

*End Sub-Option 2.*

***Sub-Option 3:*** *Include the following language if customer has load served by Transfer Service AND directly connected load.*

***Reviewer’s Note:*** *An agreed-upon plan of service is a required condition prior to March 31 of the year following the customer’s election to purchase DFS if that DFS is for a resource serving load served by Transfer Service.*

* + 1. **Delivery Requirements**

For purposes of this section, the delivery requirements for each Specified Resource listed in section 2.3.6.1 depend on whether or not the resource serves load for which BPA provides Transfer Service. The load that each resource serves is identified in the table in section «x.x» of this exhibit, Baseline Delivery Percentages and Amounts.

2.3.4.1 **Delivery Requirements for Resource(s) Serving Directly Connected Load**

For each Specified Resource that will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service, «Customer Name» shall deliver power associated with DFS for such resource(s) in accordance with sections 2.3.4.1.1 and 2.3.4.1.2 below. BPA shall have no obligation for any costs or related services attributable to «Customer Name»’s acquisition of such firm or non-firm transmission. For all subsections under this section, if «Customer Name»’s use of non-firm transmission results in an Unauthorized Increase Charge, then BPA shall assess «Customer Name» such Unauthorized Increase Charge.

2.3.4.1.1 **Resource(s) Located Inside BPA’s Balancing Authority Area**

If any of the Specified Resources listed in section 2.3.6.1 are located inside of BPA’s Balancing Authority Area and will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service, then «Customer Name» shall deliver power from such resource(s) to «Customer Name»’s Total Retail Load on non-firm or firm transmission.

2.3.4.1.2 **Resource(s) Located Outside BPA’s Balancing Authority Area**

If any of the Specified Resources listed in section 2.3.6.1 are biogas, biomass, geothermal, small hydro (nameplate capability less than or equal to ten megawatts), landfill gas, ocean, solar, or wind resource(s), and if they are located outside of BPA’s Balancing Authority Area and will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service, then «Customer Name» shall deliver power from such resource(s) to «Customer Name»’s Total Retail Load on non-firm or firm transmission. Power from other Specified Resource(s) listed in section 2.3.6.1 that are located outside of BPA’s Balancing Authority Area and will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service shall be delivered to «Customer Name»’s Total Retail Load on firm transmission.

2.3.4.2 **Delivery Requirements for Resource(s) Serving Transfer Service Load**

For each Specified Resource listed in section 2.3.6.1 that will serve load for which Power Services provides Transfer Service, Power Services and «Customer Name» agree to develop, by March 31 of the year following «Customer Name»’s election to purchase DFS, a plan of service to enable delivery of power to load that best fits the challenges of each Specified Resource. Such challenges include but are not limited to the existing circumstances of transmission constraints. If the Parties do not develop a plan by the March 31 deadline, and cannot mutually agree to a revised deadline for completion of the plan of service, then BPA’s obligation to sell and «Customer Name»’s obligation to purchase DFS will expire and «Customer Name» shall meet its Above-RHWM Load with power in both a Flat Annual Shape and Flat Within-Month Shape or an alternative approach mutually agreed to by the Parties. Once the plan of service is established, the Parties may periodically reevaluate what constitutes the best plan of service and revise it accordingly. Any such plan of service shall address the following obligation: the power from the Specified Resource(s) listed in section 2.3.6.1 that serves load for which Power Services provides Transfer Service shall be delivered on firm transmission.

*End Sub-Option 3.*

2.3.5 **DFS Rates and Charges**

BPA shall charge «Customer Name» for DFS on «Customer Name»’s monthly bill sent in accordance with section 16 of this Agreement, as follows:

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

Each month «Customer Name» shall be assessed a charge for the capacity associated with DFS. BPA shall calculate such monthly charge by: (1) using hourly data from each of the resource(s) listed in section 2.3.6.1 below, and (2) BPA’s Demand Rate as established in BPA’s Wholesale Power Rate Schedules and GRSPs, and the associated methodology established in the 7(i) Process. Such monthly capacity charge shall be listed in section 2.3.6.3 below.

2.3.5.2 **DFS Energy Rate**

Each month «Customer Name» shall be assessed a charge for the energy associated with DFS as established in BPA’s Wholesale Power Rate Schedules and GRSPs. Such DFS energy rate shall be listed in section 2.3.6.3 below.

2.3.5.3 **Resource Shaping Charge and Adjustment**

Each month «Customer Name» shall be charged the Resource Shaping Charge and the Resource Shaping Charge Adjustment as established in BPA’s Wholesale Power Rate Schedules and GRSPs. Such Resource Shaping Charge shall be listed in section 2.3.6.3 below.

2.3.5.4 **Exception for Small Amounts of Resource(s) in Excess of Above-RHWM Load*(08/09/2019 Version)***

The Resource Shaping Charge and related DFS rates and charges shall also apply to the amount of resource(s) if, at the time «Customer Name» elects DFS for such resource(s), the sum of such resource(s) and «Customer Name»’s other Dedicated Resource(s) serving Above-RHWM Load and power purchased at Tier 2 Rates is forecasted to be less than 1 average megawatt greater than «Customer Name»’s Above-RHWM Load for the first year «Customer Name» applies the resource(s) to serve Above-RHWM Load.

***Reviewer’s Note:*** *See applicable GRSPs for information on possible DFS pricing methodology.*

2.3.6 **Applicable Resource(s), Amounts, and Charges**

2.3.6.1 **List of Specified Resource(s)**

***Drafter’s Note****: Add a row to the table below for each resource.*

|  |  |  |
| --- | --- | --- |
| **Resource Name** | **Resource Balancing Authority Area Location** | **Resource Transmission** |
|  |  |  |
|  |  |  |

2.3.6.2 **Monthly Operating Minimums, Planned Amounts, and Hourly Average Planned Amounts by Resource*(08/09/2019 Version)***

In consultation with «Customer Name» BPA shall determine the monthly and Diurnal Operating Minimums, planned amounts, and hourly average planned amounts for each of the resource(s) listed above in section 2.3.6.1, using resource specific information including equipment specifications, fuel type, fuel availability, resource location, and age of equipment. By September 30 of each Rate Case Year, BPA shall update such resource(s) amounts in the tables below.

(1) Operating Minimums Table(s)

***Drafter’s Note****: Include the Operating Minimum, planned amounts, and hourly average planned amounts in tables below for each resource listed in section 2.3.6.1 above. Only include years that pertain to the Purchase Period that a customer begins electing DFS for the resource(s).*

|  |
| --- |
| **«RESOURCE NAME»’S** **OPERATING MINIMUMS** |
|   | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| Rate Period Year 1 (FY 20«##») |
| HLH MW |  |  |  |  |  |  |  |  |  |  |  |  |
| LLH MW |  |  |  |  |  |  |  |  |  |  |  |  |
| Rate Period Year 2 (FY 20«##») |
| HLH MW |  |  |  |  |  |  |  |  |  |  |  |  |
| LLH MW |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: For this table only, the amounts in the table above shall be rounded down to the nearest whole megawatt. |

(2) Planned Amounts Table(s)

| **«RESOURCE NAME»’S** **PLANNED AMOUNTS** |
| --- |
|   | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **annual aMW** |
| Rate Period Year 1 (FY 20«##») |
| HLH MWh |  |  |  |  |  |  |  |  |  |  |  |  |  |
| LLH MWh |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total MWh |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Rate Period Year 2 (FY 20«##») |
| HLH MWh |  |  |  |  |  |  |  |  |  |  |  |  |  |
| LLH MWh |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total MWh |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Notes: Fill in the table above with megawatt-hours rounded to whole megawatt-hours and annual Average Megawatts rounded to three decimal places. |

(3) Hourly Average Planned Amounts Table(s)

|  |
| --- |
| **«RESOURCE NAME»’S** **HOURLY AVERAGE PLANNED AMOUNTS** |
|   | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| Rate Period Year 1 (FY 20«##») |
| HLH MW/h |  |  |  |  |  |  |  |  |  |  |  |  |
| LLH MW/h |  |  |  |  |  |  |  |  |  |  |  |  |
| Rate Period Year 2 (FY 20«##») |
| HLH MW/h |  |  |  |  |  |  |  |  |  |  |  |  |
| LLH MW/h |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: For this table only, the amounts in the table above shall be rounded down to the nearest whole megawatt. |

2.3.6.3 **DFS Charges and Rates**

By September 30 of each Rate Case Year, BPA shall update the tables below with the DFS capacity charge, DFS energy rate, and Resource Shaping Charge as established in each rate case and in accordance with sections 2.3.5.1, 2.3.5.2, and 2.3.5.3 above, for the upcoming Rate Period.

***Drafter’s Note****: Include one DFS Capacity Charge table and one DFS Energy Rate table if the resources are priced together in a portfolio. Otherwise include a DFS Capacity Charge table and DFS Energy Rate table for each resource listed in section 2.3.6.1 above. If listing tables by resource, then also add the name of the resource(s) to the title of the table (use the tables in section 2.3.6.2 as an example.)*

| **DFS CAPACITY CHARGE** |
| --- |
| **Rate Period** | **$/month** |
| 2012 – 2013 |   |
| 2014 – 2015 |   |
| 2016 – 2017 |   |
| 2018 – 2019 |   |
| 2020 – 2021 |   |
| 2022 – 2023 |   |
| 2024 – 2025 |   |
| 2026 – 2027 |   |
| 2028 |   |

| **DFS ENERGY RATE** |
| --- |
| **Rate Period** | **$/MWh** |
| 2012 – 2013 |   |
| 2014 – 2015 |   |
| 2016 – 2017 |   |
| 2018 – 2019 |   |
| 2020 – 2021 |   |
| 2022 – 2023 |   |
| 2024 – 2025 |   |
| 2026 – 2027 |   |
| 2028 |   |

| **RESOURCE SHAPING CHARGE** |
| --- |
| **Rate Period** | **$/month** |
| 2012 – 2013 |   |
| 2014 – 2015 |   |
| 2016 – 2017 |   |
| 2018 – 2019 |   |
| 2020 – 2021 |   |
| 2022 – 2023 |   |
| 2024 – 2025 |   |
| 2026 – 2027 |   |
| 2028 |   |

*End Option 1.*

***Option 2:*** *Include the following version if customer does NOT purchase DFS but DOES purchase FORS or SCS.*

2.3 **Diurnal Flattening Service (DFS) *(06/02/2009 Version)***

«Customer Name» has chosen not to purchase DFS.

***Option 1:*** *Include the following version if customer purchases FORS.*

2.4 **Forced Outage Reserve Service (FORS) *(08/18/2016 Version)***

From «Month» 1, 20«##» through September 30, 20«##», BPA shall provide power to serve «Customer Name»’s Total Retail Load during a Forced Outage of «Customer Name»’s Specified Resource(s), listed in section 2.4.5.1 below, in amounts in accordance with section 2.4.2 below. «Customer Name» shall deliver such resource(s) in accordance with section 2.4.1 below and pay BPA for FORS in accordance with section 2.4.3. «Customer Name»’s request for FORS shall meet the conditions in section 2.4.4.

***Reviewer’s Note:*** *Customers may have further refinements to their Forced Outage definition below based on their resource’s particular characteristics, the transmission arrangements to their points of integration, potential non-transmission assets, and whether the resource is within the customer’s distribution system or scheduled to load****.***

For purposes of this section 2.4, “Forced Outage” means loss of generation as a result of: (1) unit tripping, due to a failure to start or unplanned tripping; (2) failure on the generation integration facilities between the generator and the transmission system into which the generator is integrated; or (3) internal plant equipment problems.

***Sub-Option 1****: Include the following language if customer is NOT served by Transfer Service:*

2.4.1 **Delivery Requirements**

«Customer Name» shall deliver power from the Specified Resource(s) listed below in section 2.4.5.1 in accordance with sections 2.4.1.1 and 2.4.1.2 below. BPA shall have no obligation for any costs or related services attributable to «Customer Name»’s acquisition of firm or non-firm transmission. For all subsections under this section, if «Customer Name»’s use of non-firm transmission results in an Unauthorized Increase Charge, then BPA shall assess «Customer Name» such Unauthorized Increase Charge.

2.4.1.1 **Resource(s) Located Inside BPA’s Balancing Authority Area**

If any of the Specified Resources listed in section 2.4.5.1 are located inside of BPA’s Balancing Authority Area, then «Customer Name» shall deliver power from such resource(s) to «Customer Name»’s Total Retail Load on non-firm or firm transmission.

2.4.1.2 **Resource(s) Located Outside BPA’s Balancing Authority Area**

If any of the Specified Resources listed in section 2.4.5.1 below are biogas, biomass, geothermal, small hydro (nameplate capability less than or equal to ten megawatts), landfill gas, ocean, solar, or wind resource(s), and if they are located outside of BPA’s Balancing Authority Area, then «Customer Name» shall deliver power from such resource(s) to «Customer Name»’s Total Retail Load on non-firm or firm transmission. Other Specified Resources listed in section 2.4.5.1 that are located outside of BPA’s Balancing Authority Area shall be delivered to «Customer Name»‘s Total Retail Load on firm transmission.

*End Sub-Option 1.*

***Sub-Option 2:*** *Include the following language if customer is served entirely by Transfer Service:*

***Reviewer’s Note:*** *An agreed-upon plan of service is a required condition prior to March 31 of the year following the customer’s election to purchase FORS.*

2.4.1 **Delivery Requirements*(08/09/2019 Version)***

For each Specified Resource listed in section 2.4.5.1 below, Power Services and «Customer Name» agree to develop by March 31 of the year following «Customer Name»’s election to purchase FORS, a plan of service to enable delivery of power to load that best fits the challenges of each Specified Resource. Such challenges include but are not limited to the existing circumstances of transmission constraints. If the Parties do not develop a plan by the March 31 deadline, and cannot mutually agree to a revised deadline for completion of the plan of service, then BPA’s obligation to sell and «Customer Name»’s obligation to purchase FORS will expire and «Customer Name» shall meet its Above-RHWM Load with power in both a Flat Annual Shape and Flat Within-Month Shape or an alternative approach mutually agreed to by the Parties. Once the plan of service is established, the Parties may periodically reevaluate what constitutes the best plan of service and revise it accordingly. In any such plan of service, the power from the Specified Resource(s) shall be delivered on firm transmission.

*End Sub-Option 2.*

***Sub-Option 3:*** *Include the following language if customer is served by Transfer Service AND with directly connected load.*

***Reviewer’s Note:*** *An agreed-upon plan of service is a required condition prior to March 31 of the year following the customer’s election to purchase FORS if that FORS is for a resource serving load served by Transfer Service.*

* + 1. **Delivery Requirements**

For purposes of this section, the delivery requirements for each Specified Resource depend on whether or not the resource serves load for which BPA provides Transfer Service. The load that each resource serves is identified in the table in section «x.x» of this exhibit, Baseline Delivery Percentages and Amounts.

2.4.1.1 **Delivery Requirements for Resource(s) Serving Directly Connected Load**

For each Specified Resource listed in section 2.4.5.1 that will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service, «Customer Name» shall deliver power associated with the FORS for such resource(s) in accordance with sections 2.4.1.1.2 and 2.4.1.1.2 below. BPA shall have no obligation for any costs or related services attributable to «Customer Name»’s acquisition of such firm or non-firm transmission. For all subsections under this section, if «Customer Name»’s use of non-firm transmission results in an Unauthorized Increase Charge, then BPA shall assess «Customer Name» such Unauthorized Increase Charge.

2.4.1.1.1 **Resource(s) Located Inside BPA’s Balancing Authority Area**

If any of the Specified Resources listed in section 2.4.5.1 are located inside of BPA’s Balancing Authority Area and will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service, then «Customer Name» shall deliver power from such resource(s) to «Customer Name»’s Total Retail Load on non-firm or firm transmission.

2.4.1.1.2 **Resource(s) Located Outside BPA’s Balancing Authority Area**

If any of the Specified Resources listed in section 2.4.5.1 are biogas, biomass, geothermal, small hydro (nameplate capability less than or equal to ten megawatts), landfill gas, ocean, solar, or wind resource(s), and if they are located outside of BPA’s Balancing Authority Area and will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service, then «Customer Name» shall deliver power from such resource(s) to «Customer Name»’s Total Retail Load on non-firm or firm transmission. Power from other Specified Resources listed in section 2.4.5.1 that are located outside of BPA’s Balancing Authority Area and will serve load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service shall be delivered to «Customer Name»’s Total Retail Load on firm transmission.

2.4.1.2 **Delivery Requirements for Resources Serving Transfer Load**

For each Specified Resource that will serve load for which Power Services provides Transfer Service and that is listed in section 2.4.5.1 below, Power Services and «Customer Name» agree to develop by March 31 of the year following «Customer Name»’s election to purchase FORS, a plan of service to enable delivery of power to load that best fits the challenges of each Specified Resource. Such challenges include but are not limited to the existing circumstances of transmission constraints. If the Parties do not develop a plan by the March 31 deadline, and cannot mutually agree to a revised deadline for completion of the plan of service, then BPA’s obligation to sell and «Customer Name»’s obligation to purchase FORS will expire and «Customer Name» shall meet its Above-RHWM Load with power in both a Flat Annual Shape and Flat Within-Month Shape or an alternative approach mutually agreed to by the Parties. Once the plan of service is established, the Parties may periodically reevaluate what constitutes the best plan of service and revise it accordingly. Any such plan of service shall address the following obligation: the power from the Specified Resource(s) listed in section 2.4.5.1 that serves load for which Power Services provides Transfer Service shall be delivered on firm transmission.

*End Sub-Option 3.*

2.4.2 **Limits of Power Provided Under FORS**

2.4.2.1 **Hourly Limits**

Subject to the limits in section 2.4.2.2, BPA shall provide power to «Customer Name»’s Total Retail Load during a Forced Outage of a Specified Resource listed below in section 2.4.5.1 equal to the lesser of: (1) the megawatt amounts «Customer Name» requests from BPA in accordance with section 2.4.4 below, or (2) the megawatt amounts listed in either: (A) section 2 of Exhibit A for the applicable resource and the applicable Diurnal period if the resource is not being supported with DFS from BPA, or (B) the hourly average planned amounts listed in section 2.3.6.2 of this Exhibit for the applicable resource and the applicable Diurnal period if the resource is being supported with DFS from BPA.

2.4.2.2 **Annual and Purchase Period Limits**

During any Fiscal Year, «Customer Name» shall be limited to a maximum of the megawatt-hour amounts of FORS listed in section 2.4.5.2 below for the applicable resource(s) and Fiscal Year. During any Purchase Period, «Customer Name» shall be limited to the megawatt-hour amounts of FORS listed in section 2.4.5.2 for the applicable resource(s) and Purchase Period.

2.4.2.3 **Increasing Annual and Purchase Period Limits**

«Customer Name» may request that BPA increase the amount of megawatt-hours of FORS provided during any given Fiscal Year or Purchase Period. BPA is not obligated to increase such amounts but shall evaluate «Customer Name»’s request and propose an adjustment to the fees in section 2.4.5.3 for the request. If the proposed request is acceptable to BPA, and «Customer Name» agrees to the proposed fees, then the Parties shall revise the megawatt-hour limits and fees in section 2.4.5.2 within 15 Business Days of «Customer Name»’s request.

2.4.3 **FORS Charges**

«Customer Name» shall pay a capacity charge each month to BPA as established in BPA’s Wholesale Power Rate Schedules and GRSPs for each Rate Period for such service. By September 30 of each Rate Case Year, BPA shall calculate the applicable FORS charges and update the table in section 2.4.5.3 below with the monthly capacity charge. «Customer Name» shall also pay for any energy provided under FORS in accordance with BPA’s Wholesale Power Rate Schedules and GRSPs.

***Reviewer’s Note:*** *See applicable GRSPs for information on possible FORS pricing methodology.*

2.4.4 **Additional «Customer Name» Obligations**

The following section 2.4.4.1 does not apply if «Customer Name»’s resource(s) meets the criteria for an exception in section 2.4.4.2 below.

***Sub-Option 1:*** *Include the following language if Customer is NOT purchasing Transmission Scheduling Service (TSS).*

2.4.4.1 **Requesting FORS**

«Customer Name» shall use the Integrated Scheduling, Allocation, and After-the-fact Calculation (ISAAC) Portal, or other method BPA provides to «Customer Name» in writing, for the following FORS-related transactions:

(1) «Customer Name» shall notify BPA of «Customer Name»’s request to take FORS, the amounts of FORS «Customer Name» is requesting, and the expected duration of the Forced Outage, no later than 30 minutes prior to the hour of delivery;

(2) «Customer Name» shall notify BPA of any changes to the information provided pursuant to section 2.4.4.1(1) above no later than 30 minutes prior to the hour of delivery; and

*End Sub-Option 1.*

***Sub-Option 2:*** *Include the following language if Customer is purchasing TSS.*

2.4.4.1 **Requesting FORS**

«Customer Name» shall use the Integrated Scheduling, Allocation, and After-the-fact Calculation (ISAAC) Portal, or other method BPA provides to «Customer Name» in writing, for the following FORS-related transactions:

(1) «Customer Name» shall notify BPA of «Customer Name»’s request to take FORS, the amounts of FORS «Customer Name» is requesting, and the expected duration of the Forced Outage, no later than 45 minutes prior to the hour of delivery;

(2) «Customer Name» shall notify BPA of any changes to the information provided pursuant to section 2.4.4.1(1) above no later than 45 minutes prior to the hour of delivery; and

*End Sub-Option 2.*

(3) «Customer Name» shall notify and report the following information to BPA within four Business Days after the end of the month in which «Customer Name» requested FORS for one or more Forced Outages: the monthly amounts of FORS taken; the duration of each Forced Outage; and the cause of each Forced Outage.

***Sub-Option 1:*** *Include the following language if customer is NOT served by Transfer Service:*

2.4.4.2 **Exception to Requesting FORS**

If the Operating Minimum for a resource listed in section 2.3.6.2 is zero for any given monthly diurnal period, then «Customer Name» shall not be required to notify BPA of a Forced Outage for that resource for such monthly diurnal period.

If the Operating Minimum for a resource listed in section 2.3.6.2 is greater than zero for any given monthly diurnal period, and if the same resource listed in section 2.4.5.1 below has all of the following attributes: (1) a nameplate capability less than ten megawatts, (2) is not required to have schedules with e-tags, (3) is located inside BPA’s Balancing Authority Area, and (4) is located within «Customer Name»’s distribution system; then «Customer Name» is not required to immediately notify the Power Services (PS) duty scheduler of «Customer Name»’s request to take FORS for such resource in accordance with section 2.4.4.1 above. Instead, for any such resource, «Customer Name» shall:

(A) call the PS after-the-fact scheduler at 503-230-3949 (or such other number or method BPA provides to «Customer Name» in writing) to notify the after-the fact scheduler that a Forced Outage has occurred, state the day and hour the Forced Outage began and ended (or the expected duration of such outage if it has not yet ended), and state the amounts of FORS taken during such outage (or the expected amounts of such FORS that may be taken if it has not yet ended), prior to the end of the first full Business Day that follows the start of such Forced Outage;

(B) call the PS after-the-fact scheduler at 503-230-3949 (or such other number or method BPA provides to «Customer Name» in writing) to notify the after-the-fact scheduler of any changes to the information provided to the PS after-the-fact scheduler pursuant to section 2.4.4.2(A) prior to the end of the first full Business Day that follows the start of any such changes; and

(C) notify and report Forced Outages to BPA in accordance with section 2.4.4.1(3) above.

*End Sub-Option 1.*

***Sub-Option 2:*** *Include the following language if customer is served by Transfer Service:*

2.4.4.2 **Exception to Requesting FORS**

If the Operating Minimum for a resource listed in section 2.3.6.2 is zero for any given monthly diurnal period, then «Customer Name» shall not be required to notify BPA of a Forced Outage for that resource for such monthly diurnal period.

If the Operating Minimum for a resource listed in section 2.3.6.2 is greater than zero for any given monthly diurnal period, then the following applies:

1. If «Customer Name» chooses to follow the after-the-fact notification procedures in this section, then BPA shall bill «Customer Name» for any incurred energy imbalance charges or costs that result from «Customer Name»’s Forced Outage.
2. If any of the Specified Resources listed in section 2.4.5.1 below have all of the following attributes: (A) a nameplate capability less than ten megawatts, (B) is not required to have schedules with e-tags, and (C) is located within «Customer Name»’s distribution system; then «Customer Name» shall either immediately notify the PS duty scheduler of «Customer Name»’s request to take FORS for such resource in accordance with section 2.4.4.1 above or «Customer Name» may meet the following after-the-fact notification procedures:

(i) call the PS after-the-fact scheduler at 503-230-3949 (or such other number or method BPA provides to «Customer Name» in writing) to notify the after-the-fact scheduler that a Forced Outage has occurred, state the day and hour the Forced Outage began and ended (or the expected duration of such outage if it has not yet ended), and state the amounts of FORS taken during such outage, prior to the end of the first full Business Day that follows the start of such Forced Outage;

(ii) call the PS after-the-fact scheduler at 503-230-3949 (or such other number or method BPA provides to «Customer Name» in writing) to notify the after-the-fact scheduler of any changes to the information provided to the PS after-the-fact scheduler pursuant to section 2.4.4.2(2) prior to the end of the first full Business Day that follows the start of any such changes; and

(iii) notify and report Forced Outages to BPA in accordance with section 2.4.4.1(3) above.

*End Sub-Option 2.*

2.4.4.3 **Information Requirements**

«Customer Name» shall provide BPA with hourly meter data from the Specified Resource(s) listed in section 2.4.5.1 below in accordance with section 17.3 of the body of this Agreement. If «Customer Name» installs or upgrades a meter to meet such requirement, then «Customer Name» shall pay for any costs or related services attributable to the new or upgraded meters. If any of the Specified Resources listed below in section 2.4.5.1 are scheduled to «Customer Name»’s Total Retail Load, then «Customer Name» shall provide hourly generation forecast data and schedule data to BPA for such resource in accordance with Exhibit F.

By October 31 of each Rate Case Year, «Customer Name» shall also provide BPA (in a format determined by BPA) with the resource information, including historical and forecast resource data and planned outages, that BPA determines is necessary to provide FORS.

2.4.5 **Applicable Resources, Limits, and Charges**

2.4.5.1 **List of Specified Resource(s)**

***Drafter’s Note****: Add a row to the table below for each resource.*

|  |  |  |
| --- | --- | --- |
| **Resource Name** | **Resource Balancing Authority Area Location** | **Resource Transmission** |
|  |  |  |
|  |  |  |

2.4.5.2 **Annual and Purchase Period Limits by Resource**

By September 30 of each Rate Case Year, BPA shall update the tables below with the annual limits for each resource listed above in section 2.4.5.1 for the upcoming Rate Period. By September 30 prior to the beginning of the first Rate Period in a Purchase Period, BPA shall update the tables below with the Purchase Period limits for each resource listed above in section 2.4.5.1 for the upcoming Purchase Period.

(1) Annual MWh Limits Table(s)

***Drafter’s Note****: Include the Annual MWh Limit and Purchase Period Limit tables below for each resource listed in section 2.4.5.1 above. If the resource has Operating Minimums of zero for the entire year, use “N/A” for the annual limit only.*

|  |
| --- |
| **«RESOURCE NAME»’S** **ANNUAL MWH LIMITS** |
| **FY** | **MWh** | **FY** | **MWh** |
| 2012 |   | 2021 |   |
| 2013 |   | 2022 |   |
| 2014 |   | 2023 |   |
| 2015 |   | 2024 |   |
| 2016 |   | 2025 |   |
| 2017 |   | 2026 |   |
| 2018 |   | 2027 |   |
| 2019 |   | 2028 |   |
| 2020 |   |  |   |
| Note: The amounts in the table above should be rounded to whole megawatt-hours. |

(2) Purchase Period MWh Limits Table(s)

|  |
| --- |
| **«RESOURCE NAME»’S** **PURCHASE PERIOD MWH LIMITS** |
| **Purchase Period** | **MWh** |
| FY 2012 - FY 2014 |  |
| FY 2015 - FY 2019 |  |
| FY 2020 - FY 2024 |  |
| FY 2025 - FY 2028 |  |
| Note: The amounts in the table above should be rounded to whole megawatt-hours. |

2.4.5.3 **FORS Capacity Charge**

BPA shall update the table below pursuant to section 2.4.3 above.

| **FORS CAPACITY CHARGE** |
| --- |
| **Rate Period** | **$/month** |
| 2012 – 2013 |   |
| 2014 – 2015 |   |
| 2016 – 2017 |   |
| 2018 – 2019 |   |
| 2020 – 2021 |   |
| 2022 – 2023 |   |
| 2024 – 2025 |   |
| 2026 – 2027 |   |
| 2028 |   |

*End Option 1.*

***Option 2:*** *Include the following version if customer does NOT purchase FORS but DOES purchase SCS.*

2.4 **Forced Outage Reserve Service (FORS)*(06/02/2009 Version)***

«Customer Name» has chosen not to purchase FORS.

***Option 1:*** *Include the following if customer purchases SCS for its shares of Priest Rapids and Wanapum. If such customers purchase SCS option 1, then SCS option 1 must support both Priest Rapids and Wanapum resources.*

2.5 **Secondary Crediting Service (SCS)*(08/18/2016 Version)***

From October 1, 20«##» through September 30, 20##», «Customer Name» shall assign its shares of Priest Rapids and Wanapum to BPA as provided in section 2.5.2 below. In exchange for such assignment, BPA shall manage actual scheduled output from «Customer Name»’s shares of Priest Rapids and Wanapum and provide «Customer Name» credits and charges for generation amounts that differ from the planned amounts listed in section 2 of Exhibit A for such resources. Such credits and charges shall be provided in accordance with section 2.5.3 below. BPA shall provide and «Customer Name» shall purchase Transmission Scheduling Service in accordance with Exhibit F.

2.5.1 **Definitions**

2.5.1.1 “Priest Rapids Project” (PRP) means «Customer Name»’s share of the Priest Rapids and the Wanapum hydro resources. Both are Specified Resources listed in section 2 of «Customer Name»’s Exhibit A.

2.5.1.2 “PRP Points of Receipt” means the points where the 230 kV facilities of Grant PUD and BPA interconnect: BPA’s Midway Substation for Priest Rapids and BPA’s Vantage Substation for Wanapum.

2.5.1.3 “Secondary Energy” means energy generated by a hydro resource in excess of the amount of planned firm energy generation from that resource. For Pacific Northwest hydro resources, planned firm energy generation is the amount a resource could produce if a very low streamflow condition identified as a critical period were to reoccur. Planned firm energy amounts are the amounts listed in section 2 of Exhibit A for Specified Resources.

2.5.1.4 “Shortfall Energy” means an amount calculated as the difference between the planned firm energy amounts from a resource in an identified period and a smaller amount of energy actually produced by that resource in the same identified period. Planned firm energy amounts are the amounts listed in section 2 of Exhibit A for Specified Resources.

2.5.2 **Assignment of Priest Rapids Project to BPA**

«Customer Name» assigns PRP to BPA as follows:

2.5.2.1 In consideration of the credits and charges provided to «Customer Name» pursuant to section 2.5.3 below, «Customer Name» assigns to BPA its rights, benefits, and obligations to (1) schedule the power from PRP by hour, and (2) transmit such power from PRP to the PRP Point of Receipt.

2.5.2.2 «Customer Name» shall retain its right to participate in any committees associated with PRP. «Customer Name» agrees that BPA may participate on any committees associated with PRP regarding matters of scheduling, operation, and planning of maintenance of the PRP. «Customer Name» shall notify BPA in advance of any committee meetings when such issues are being discussed so as to permit BPA’s attendance and participation.

2.5.2.3 No obligations other than those pertaining to the scheduling of energy by «Customer Name» under its PRP contracts are delegated to BPA under section 2.5.2.1 of this Exhibit. BPA shall have no obligation for any costs or related services attributable to PRP. As such, «Customer Name» shall be responsible for payment of (1) all costs attributable to PRP, and (2) all costs of transmission and ancillary services required for delivery of the power from PRP to the PRP Points of Receipt, unless BPA and «Customer Name» otherwise agree.

2.5.3 **Credits and Charges**

In exchange for the assignment of the energy from PRP to BPA, BPA shall credit or charge «Customer Name», on «Customer Name»’s monthly bill provided pursuant to section 16 of this Agreement, for SCS as follows:

2.5.3.1 **Secondary Energy Credit and Shortfall Energy Charge**

BPA shall include a credit to «Customer Name» for Secondary Energy from PRP delivered to BPA from Grant PUD during Diurnal periods of each month that Secondary Energy is available. BPA shall charge «Customer Name» for any Shortfall Energy that occurs during Diurnal periods of each month. BPA shall use the rates (including power market indices) published in BPA’s Wholesale Power Rate Schedules and GRSPs to calculate such credits and charges. BPA may adjust the planned firm energy amounts and actual generated energy amounts used to calculate such Secondary Energy and Shortfall energy to account for treaty or other obligations of PRP, and losses.

***Reviewer’s Note:*** *See applicable GRSPs for information on possible SCS pricing methodology.*

2.5.3.2 **SCS Administrative Charge**

«Customer Name» shall pay an administrative charge each month to BPA for SCS in accordance with BPA’s Wholesale Power Rate Schedules and GRSPs. By September 30 of each Rate Case Year, BPA shall update the table below with such charge.

| **SCS ADMINISTRATIVE CHARGE** |
| --- |
| **Rate Period** | **$/month** |
| 2012 – 2013 |   |
| 2014 – 2015 |   |
| 2016 – 2017 |   |
| 2018 – 2019 |   |
| 2020 – 2021 |   |
| 2022 – 2023 |   |
| 2024 – 2025 |   |
| 2026 – 2027 |   |
| 2028 |   |

*Sub-Option: Add the following language ONLY if Customer decides to use the PNCA Update shape.*

2.5.4 **Reshaping Dedicated Resource Amounts**

Notwithstanding the restriction in section 3.4.2 of the body of this Agreement to reshape resource amounts for «Customer Name»’s resource being supported by SCS from BPA, BPA shall reshape the PRP Dedicated Resource amounts listed in section 2 of Exhibit A using the PNCA Update Shape. BPA shall not reshape PRP Dedicated Resource amounts listed in section 2 of Exhibit A using any other monthly shape listed in section 3.4.3 of the body of this Agreement or any Diurnal shape listed in section 3.4.3 of the body of this Agreement. BPA shall update the PRP Dedicated Resource Amounts in section 2 of Exhibit A annually, to be completed no later than September 15 preceding the start of the applicable Fiscal Year.

*End Sub-Option.*

*End Option 1.*

***Option 2:*** *Include the following if customer purchases SCS option 2. If customer purchases SCS option 2 to support the Priest Rapids or Wanapum resources, then SCS option 2 must support both Priest Rapids and Wanapum.*

2.5 **Secondary Crediting Service (SCS)*(08/18/2016 Version)***

From October 1, 20«##» through September 30, 20«##», «Customer Name» shall apply all of «Customer Name»’s share of ownership of the output as it is generated from «Resource Name(s)» to «Customer Name»’s Total Retail Load. BPA shall provide energy to «Customer Name»’s Total Retail Load to meet any variations between the amounts generated and the amounts listed in section 2 of Exhibit A for «Resource Name(s)».

2.5.1 **Definitions**

2.5.1.1 “Secondary Energy” means energy generated by a hydro resource in excess of the amount of planned firm energy generation from that resource. For Pacific Northwest hydro resources, planned firm energy generation is the amount a resource could produce if a very low streamflow condition identified as a critical period were to reoccur. Planned firm energy amounts are the amounts listed in section 2 of Exhibit A for Specified Resources.

2.5.1.2 “Shortfall Energy” means an amount calculated as the difference between the planned firm energy amounts from a resource in an identified period and a smaller amount of energy actually produced by that resource in the same identified period. Planned firm energy amounts are the amounts listed in section 2 of Exhibit A for Specified Resources.

2.5.2 **Information Requirements**

«Customer Name» shall provide BPA with hourly meter or schedule data from «Resource Name(s)» in accordance with section 17.3 of the body of this Agreement. If «Customer Name» installs or upgrades a meter to meet such requirement, then «Customer Name» shall pay for any costs or related services attributable to the new or upgraded meters. If «Resource Name(s)» «is or are» scheduled to «Customer Name»’s Total Retail Load, then «Customer Name» shall provide hourly generation forecast data and schedule data to BPA for such resource(s) in accordance with Exhibit F.

By October 31 of each Rate Case Year, «Customer Name» shall also provide BPA (in a format determined by BPA) with the resource information, including historical and forecast resource data, that BPA determines is necessary to provide SCS.

2.5.3 **Charges and Credits**

If on a monthly basis «Resource Name(s)» generate«s» more or less energy than is listed in section 2 of Exhibit A for such resource(s), then BPA shall provide «Customer Name» with a credit for any Secondary Energy or a charge for any Shortfall Energy, in accordance with section 2.5.3.1 below. «Customer Name» shall pay a charge to BPA on a monthly basis in accordance with section 2.5.3.2 below.

***Sub-Option 1****: Include the following provision if the resource is NOT scheduled to load.*

2.5.3.1 **Secondary Energy Credit and Shortfall Energy Charge**

BPA shall credit «Customer Name» for any Secondary Energy from «Resource Name(s)» that occurs during Diurnal periods of each month. BPA shall charge «Customer Name» for any Shortfall Energy attributable to «Resource Name(s)» that occurs during Diurnal periods of each month. BPA shall use the rates (potentially including power market indices) established in BPA’s Wholesale Power Rate Schedules and GRSPs applicable to SCS to calculate such credits and charges. BPA shall use amounts measured by the meters, as listed in Exhibit E, for «Resource Name(s)» to determine Secondary Energy and Shortfall Energy amounts. BPA may adjust the planned firm energy amounts and actual generated energy amounts used to calculate such Secondary Energy and Shortfall Energy to account for treaty or other obligations of «Resource Name(s)», and losses, if any.

*END Sub-Option 1.*

***Sub-Option 2:*** *Include the following provision if the resource is scheduled to load.*

2.5.3.1 **Secondary Energy Credit and Shortfall Energy Charge**

BPA shall credit «Customer Name» for any Secondary Energy from «Resource Name(s)» that occurs during Diurnal periods of each month. BPA shall charge «Customer Name» for any Shortfall Energy attributable to «Resource Name(s)» that occurs during Diurnal periods of each month. BPA shall use the rates (potentially including power market indices) established in BPA’s Wholesale Power Rate Schedules and GRSPs applicable to SCS to calculate such credits and charges. BPA shall use amounts scheduled for «Resource Name(s)», pursuant to Exhibit F, to calculate such credits or charges. BPA may adjust the planned firm energy amounts and actual generated energy amounts used to calculate such Secondary Energy and Shortfall Energy to account for treaty or other obligations of «Resource Name(s)», and losses, if any.

*END Sub-Option 2.*

***Reviewer’s Note:*** *See applicable GRSPs for information on possible SCS pricing methodology.*

2.5.3.2 **SCS Administrative Charge**

«Customer Name» shall pay an administrative charge each month to BPA for SCS in accordance with BPA’s Wholesale Power Rate Schedules and GRSPs. By September 30 of each Rate Case Year, BPA shall update the table below with such charge.

| **SCS ADMINISTRATIVE CHARGE** |
| --- |
| **Rate Period** | **$/month** |
| 2012 – 2013 |   |
| 2014 – 2015 |   |
| 2016 – 2017 |   |
| 2018 – 2019 |   |
| 2020 – 2021 |   |
| 2022 – 2023 |   |
| 2024 – 2025 |   |
| 2026 – 2027 |   |
| 2028 |   |

***Sub-Option 1****: Include the following language if customer is NOT served entirely with directly connected load:*

2.5.4 **Delivery Requirements**

«Customer Name» shall deliver the power associated with «Resource Name(s)» in accordance with section 2.5.4.1 and 2.5.4.2 below. BPA shall have no obligation for any costs or related services attributable to «Customer Name»’s acquisition of such firm or non-firm transmission. For all subsections under this section, if «Customer Name»’s use of non-firm transmission results in an Unauthorized Increase Charge, then BPA shall assess «Customer Name» such Unauthorized Increase Charge.

2.5.4.1 **Resources Located Inside BPA’s Balancing Authority Area**

If «Resource Name(s)» «is or are» located inside of BPA’s Balancing Authority Area, then «Customer Name» shall deliver the power associated with such resource(s) to «Customer Name»’s Total Retail Load on non-firm or firm transmission.

2.5.4.2 **Resources Located Outside BPA’s Balancing Authority Area**

If «Resource Name(s)» «is or are», small hydro (nameplate capability less than or equal to 10 megawatts), and if it «is or are» located outside of BPA’s Balancing Authority Area, then «Customer Name» shall deliver such resource(s) to «Customer Name»’s Total Retail Load on non-firm or firm transmission. If «Resource Name(s)» «is or are» located outside of BPA’s Balancing Authority Area, then «Customer Name» shall deliver the power associated with such resource(s) to «Customer Name»‘s Total Retail Load on firm transmission.

*End Sub-Option 1.*

***Sub-Option 2:*** *Include the following language if customer is served entirely by Transfer Service:*

***Reviewer’s Note:*** *An agreed-upon plan of service is a required condition prior to March 31 of the year following the customer’s election to purchase SCS.*

2.5.4 **Delivery Requirements**

Power Services and «Customer Name» agree to develop by March 31 of the year following «Customer Name»’s election to purchase SCS, a plan of service to enable delivery of power to load that best fits the challenges of «Resource Name(s)». Such challenges include but are not limited to the existing circumstances of transmission constraints. If the Parties do not develop a plan by the March 31 deadline, and cannot mutually agree to a revised deadline for completion of the plan of service, then BPA’s obligation to sell and «Customer Name»’s obligation to purchase SCS will expire and «Customer Name» shall meet its Above-RHWM Load with power in both a Flat Annual Shape and Flat Within-Month Shape or an alternative approach mutually agreed to by the Parties. Once the plan of service is established, the Parties may periodically reevaluate what constitutes the best plan of service and revise it accordingly. In any such plan of service, the power from «Resource Name(s)» shall be delivered on firm transmission.

*End Sub-Option 2.*

***Sub-Option 3:*** *Include the following language if customer is served by Transfer Service AND with directly connected load.*

2.5.4 **Delivery Requirements**

For purposes of this section, the delivery requirements for «Resource Name(s)» depend on whether or not the resource serves load for which BPA provides Transfer Service. The load that each resource serves is identified in the table in section «x.x» of this exhibit, Baseline Delivery Percentages and Amounts.

***Drafter’s Note****: Include only resources that serve directly connected load in section 2.5.4.1.*

2.5.4.1 **Delivery Requirements for Resources Serving Directly Connected Load**

«Customer Name» shall deliver the power associated with the SCS for «Resource Name(s)» in accordance with section 2.5.4.1 and 2.5.4.2 below. BPA shall have no obligation for any costs or related services attributable to «Customer Name»’s acquisition of such firm or non-firm transmission. For all subsections under this section, if «Customer Name»’s use of non-firm transmission results in an Unauthorized Increase Charge, then BPA shall assess «Customer Name» such Unauthorized Increase Charge.

***Reviewer’s Note:*** *An agreed-upon plan of service is a required condition prior to March 31 of the year following the customer’s election to purchase SCS for Specified Resources added to serve Above-RHWM Load.*

***Drafter’s Note****: Include only resource(s) in section 2.5.4.2 that serve Transfer Service load; see section below: Baseline Delivery Percentages and Amounts.*

2.5.4.2 **Delivery Requirements for Resources Serving Transfer Load*(08/09/2019 Version)***

Power Services and «Customer Name» agree to develop by March 31 of the year following «Customer Name»’s election to purchase SCS, a plan of service to enable delivery of power to load that best fits the challenges of «Resource Name(s)». Such challenges include but are not limited to the existing circumstances of transmission constraints. If the Parties do not develop a plan by the March 31 deadline, and cannot mutually agree to a revised deadline for completion of the plan of service, then BPA’s obligation to sell and «Customer Name»’s obligation to purchase SCS will expire and «Customer Name» shall meet its Above-RHWM Load with power in both a Flat Annual Shape and Flat Within-Month Shape or an alternative approach mutually agreed to by the Parties. Once the plan of service is established, the Parties may periodically reevaluate what constitutes the best plan of service and revise it accordingly. In any such plan of service, the power from «Resource Name(s)» shall be delivered on firm transmission.

*End Sub-Option 3.*

*End Option 2.*

*Option: Include the following for customers who are eligible to receive irrigation rate 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*

*Begin RRS Option*

*Reviewer’s Note: RRS is a service that will be offered through the Firm Power Products and Services (FPS) rate schedule and will be considered and negotiated on a case-by-case basis. Additionally, BPA will limit the availability of RRS to an amount of Specified Resource that is less than or equal to the amount of forecast above-RHWM load the customer is expected to have by the end of the purchase period that is not already planned to be served by BPA at a Tier 2 rate or by another non-federal resource. In rare circumstances BPA may consider a longer time period of load growth for small resources located within a customer’s distribution system.*

*BPA will also limit the availability of this service to an amount of resource that is at least 1 aMW greater than or equal to the amount of forecast Above-RHWM Load the customer is expected to have for the first year the customer is applying the resource to serve Above-RHWM Load that the customer is not already planning to serve by BPA at a Tier 2 Rate and by another Dedicated resource. For resource amounts that are forecasted to less than 1 aMW greater than the customer’s Above-RHWM Load, BPA will apply the Resource Shaping Charge (see section 2.3.5.4 of this exhibit, DFS Rates and Charges).*

*Since, Resource Remarketing Service is being offered through the FPS rate schedule RRS is NOT considered a Resource Support Service. However, BPA encourages customers to request RRS using the same Notice Deadlines and Purchase Periods applicable to Tier 2 and RSS. Customers may request RRS on a different timeline and BPA will consider such requests on a case-by-case basis. Customer may not purchase RRS without also purchasing DFS.*

*Drafter’s Note: Customer may not purchase RRS without also purchasing DFS; ensure both provisions are included in Exhibit D. Note that RRS is a special provision in Exhibit D and is not included in section 2, Resource Support Services.*

**«#»**. **Resource Remarketing Service (Rrs)*(08/01/11 Version)***

From October 1, 2011 through September 30, 2014, BPA shall credit «Customer Name» for energy generated by the Specified Resources listed below in section «#».3 that is greater than the amounts listed in section 2 of Exhibit A for such resources, the forecast of which shall be included in the table in section «#».4 below.. BPA shall determine such credits in accordance with the amounts specified in section «#».1 below. As a condition of taking RSS «Customer Name» shall also purchase Diurnal Flattening Service from BPA for the Specified Resource, including the BPA remarketed portions of such resource(s), listed below in section «#».3.

«#».1 **Remarketing Credits**

BPA shall include a credit on «Customer Name»’s monthly bill for actual generation produced by the resources listed below in section «#».3 that is greater than the amounts listed in section 2 of Exhibit A for such resources. If the resources listed below in section «#».3 are scheduled to «Customer Name»’s Total Retail Load, then such actual generation shall equal the amounts scheduled for the resources, with such schedules submitted to BPA pursuant to section «#».2 below. If the resources listed below in section «#».3 are not scheduled, then such actual generation shall equal the amounts metered for the resources, and such meter data shall be submitted to BPA pursuant to section «#».2 below.

BPA shall use the rates (which may include power market indices) established in BPA’s Wholesale Power Rate Schedules and GRSPs to calculate any remarketing credits. BPA may establish separate rates for remarketing credits for wind resources and non-wind resources.

*Reviewer’s Note: BPA plans on calculating remarketing credits as follows (subject to each 7(i) process): BPA shall calculate the remarketing credit equal to the applicable forecast or actual diurnal Mid-C Day Ahead Power Price for a standard block of power (based on 25 MW flat block HLH and LLH sales) multiplied by the forecast annual average generation the resource is expected to produce (the resources listed below in section X.3) that is greater than the amounts listed in section 2 of Exhibit A for such resources. Additionally, BPA may reduce all remarketing credits for all resources by a percentage or fixed cost developed in the applicable 7(i) Process to account for any transaction and transmission costs applicable to such remarketing.*

«#».2 **Information Requirements**

«Customer Name» shall provide BPA with hourly meter data from the Specified Resources listed in section «#».3 below in accordance with section 17.3 of the body of this Agreement. If «Customer Name» installs or upgrades a meter to meet this requirement, then «Customer Name» shall pay for any costs or related services attributable to the new or upgraded meters. If any of the resources listed below in section «#».3 are scheduled to «Customer Name»’s Total Retail Load, then «Customer Name» shall provide hourly generation forecast data and schedule data to BPA for such resources in accordance with Exhibit F.

By October 31 of each Rate Case Year, «Customer Name» shall also provide BPA (in a format determined by BPA) with the resource information, including historical and forecast resource data, that BPA determines is necessary to provide RRS.

«#».3 **Specified Resources**

«Resource Name»

«Resource Name»

«#».4 **Resource Remarketed Amounts for Resources**

By March 31 of a Rate Case Year, for each of the Specified Resources listed above in section «#».3, BPA shall update the table below to reflect the amounts of such resources that shall be remarketed. The remarketed amounts reflected in the table below shall be the difference between the forecasted amounts of such resource that are in excess of the amounts of such resource that «Customer Name» has listed in section 2 of Exhibit A that will be serving «Customer Name»’s Above-RHWM Load.

| **Resource Remarketed Amounts for «Resource Name»** |
| --- |
|  | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **annual aMW** |
| **Fiscal Year 2015** |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2016** |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2017** |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2018** |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Fiscal Year 2019** |
| **HLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LLH (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Total (MWh)** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Notes: Fill in the table above with megawatt-hours rounded to whole megawatt-hours and annual Average Megawatts rounded to three decimal places. |

*End RRS Option*

*Option: Include the following for customers who are eligible to receive Grandfathered Generation Management Service (GMS); delete this section if not applicable.*

**«#».** **GRANDFATHERED GENERATION MANAGEMENT SERVICE (GMS)*(08/24/15 Version)***

«Customer Name» shall apply all of the output from «Resource Name», listed in section 2.1(1) of Exhibit A, as it is generated to «Customer Name»’s Total Retail Load. BPA shall provide energy to «Customer Name»’s Total Retail Load to meet any variations between the amounts generated and the amounts listed in section 2.1(1)(C) of Exhibit A for «Resource Name». *Option: Include the following sentence in Bonner’s Ferry’s and Centralia’s contract only; delete the following sentence for Northern Wasco:* «Customer Name» shall provide BPA with hourly meter data from «Resource Name» in accordance with section 17.3 of the body of this Agreement. *END Option.*

If on a monthly basis «Resource Name» generates more or less energy than is listed in section 2.1(1)(C) of Exhibit A, then BPA shall provide «Customer Name» with a credit for such over-generation or a charge for such under-generation, in accordance with section 3.1 and 3.2 below. «Customer Name» shall pay a reservation fee to BPA on a monthly basis in accordance with section 3.3 below.

*Option 1: Include the following Load Shaping Charge section in Bonners Ferry’s and Centralia’s Exhibit D.*

«#».1 **Load Shaping Charge**

BPA shall credit or charge «Customer Name» for any monthly over- or under-generation using the Load Shaping Charge, as established in section 5.2 of the TRM. When BPA calculates «Customer Name»’s Actual Tier 1 Load (which BPA will use to calculate «Customer Name»’s Load Shaping Billing Determinant), BPA shall subtract (1) the amounts measured by the meters listed in Exhibit E for «Resource Name», from (2) «Customer Name»’s Total Retail Load.

*END Option 1: Bonners Ferry’s and Centralia’s Load Shaping Charge.*

*Option 2: Include the following Load Shaping Charge section in Northern Wasco’s Exhibit D.*

«#».1 **Load Shaping Charge**

BPA shall credit or charge «Customer Name» for any monthly over- or under-generation using the Load Shaping Charge, as established in section 5.2 of the TRM. When BPA calculates «Customer Name»’s Actual Tier 1 Load (which BPA will use to calculate «Customer Name»’s Load Shaping Billing Determinant), BPA shall subtract (1) the E-Tag amounts for «Customer Name»’s share of «Resource Name», from (2) «Customer Name»’s Total Retail Load.

*END Option 2: Northern Wasco’s Load Shaping Charge.*

*Option 1: Include the following Demand Charge section in Bonners Ferry’s Exhibit D.*

«#».2 **Demand Charge**

BPA shall charge «Customer Name» the Demand Charge, as established in section 5.3 of the TRM. When BPA calculates «Customer Name»’s Teir 1 Customer System Peak, the Teir 1 Customer System Peak demand amount will not include the measured amount for Moyie Dam In Meter Point 2676.

*END Option 1: Bonners Ferry’s Demand Charge.*

*Option 2: Include the following Demand Charge section in Centralia’s Exhibit D.*

«#».2 **Demand Charge**

BPA shall charge «Customer Name» the Demand Charge, as established in section 5.3 of the TRM. When BPA calculates «Customer Name»’s Teir 1 Customer System Peak, the Teir 1 Customer System Peak demand amount will not include the measured amount for Yelm Hydro In Meter Point 3356.

*END Option 2: Centralia’s Demand Charge.*

*Option 3: Include the following Demand Charge section in Northern Wasco’s Exhibit D.*

«#».2 **Demand Charge**

BPA shall charge «Customer Name» the Demand Charge, as established in section 5.3 of the TRM. When BPA calculates «Customer Name»’s Customer System Peak (which BPA will use to calculate «Customer Name»’s Demand Charge Billing Determinant), BPA shall subtract (1) the E-Tag amounts at the time of the Customer System Peak for «Customer Name»’s share of «Resource Name», from (2) «Customer Name»’s Customer System Peak.

*END Option 3: Northern Wasco’s Demand Charge.*

«#».3 **Reservation Fee for GMS**

By September 15, 2011 and by September 15 of each Rate Case Year thereafter, BPA shall determine, and update the table below with, «Customer Name»’s monthly reservation fee for «Resource Name» for the upcoming Rate Period. BPA shall calculate «Customer Name»’s reservation fee using an expected outage ratio for «Resource Name», based on past generation data, and the Demand Rate as established in BPA’s Wholesale Power Rate Schedules and GRSPs.

*Drafter’s Note: Fill in the table below for the applicable Rate Period.*

| **Monthly GMS Reservation Fee** |
| --- |
| **Fiscal Year** | **2012** | **2013** | **2014** | **2015** | **2016** |
| **$/month** |  |  |  |  |  |
|  |  |  |  |  |  |
| **Fiscal Year** | **2017** | **2018** | **2019** | **2020** | **2021** |
| **$/month** |  |  |  |  |  |
|  |  |  |  |  |  |
| **Fiscal Year** | **2022** | **2023** | **2024** | **2025** | **2026** |
| **$/month** |  |  |  |  |  |
|  |  |  |  |  |  |
| **Fiscal Year** | **2027** | **2028** |  |  |  |
| **$/month** |  |  |  |  |  |

*End Grandfathered GMS Option*

*Drafter’s Note: 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*

*Drafter’s Note: Include the following for customers served by Transfer Service and customers served by BOTH Transfer Service and are directly connected customers that are making a non-federal market purchase delivered to Mid-C (or BPA Power purchase from the trading floor) to serve Above-RHWM Load and qualify for the Market Purchase Exchange (per Exhibit F).*

**«#»**. **TRANSFER CUSTOMERS’ NON-FEDERAL MARKET PURCHASE EXCHANGE*(08/04/21 Version)***

Per the terms of this Agreement, «Customer Name» has elected to serve its Above‑RHWM Load with non-federal resource(s), specifically market purchase(s) delivered to Mid‑C. Due to the geographical implications of obtaining firm transmission to deliver certain eligible market purchases to «Customer Name»’s load, BPA is entering into a firm power exchange with «Customer Name». An exchange will allow BPA to provide Transfer Service support and assistance to «Customer Name» for such market purchase consistent with the intent of Exhibit G and the requirements of this section «#».

For purposes of this section «#», “Market Exchange” means a transaction in which BPA takes receipt of «Customer Name»’s Mid‑C Resource Over Non‑Firm, as defined in section 4.3.4.1.2 of Exhibit F, and delivers an equivalent amount of power to serve «Customer Name»’s Above‑RHWM Load. A Market Exchange is comprised of Market Transaction Part A, Market Transaction Part B, and Market Transaction Part C below.

If elected, «Customer Name» must enter into a Market Exchange with BPA, per the terms of this section «#», for a period of no less than one Fiscal Year of a Rate Period. BPA shall perform all necessary scheduling functions for a Market Exchange consistent with the terms and conditions of Exhibit F, Transmission Scheduling Service. «Customer Name» shall not use a Market Exchange to serve any portion of its Total Retail Load located outside the Region as defined in the Northwest Power Act § 3(14).

By March 31 of a Rate Case Year the Parties shall update the table below with the amount of «Customer Name»’s Above‑RHWM Load to be served with a Market Exchange.

*Drafter’s Note: To fill out the table below, use the annual average megawatt amount from the Unspecified Resource Amounts tables in Exhibit A for the applicable Fiscal Years as the Above-RHWM Load amounts to be served with a Market Exchange.  If a customer does not have a Mid-C Resource Over Non-Firm, just retain the red text as stated in the template.*

*Option 1: Include for all customers except Wells and Harney*

|  |
| --- |
| **Above-RHWM Load Served by Market Exchange**  |
| Rate Period | Fiscal Year | Above-RHWM Load to be Served with Market Exchange  |
| FY 20«##»-20«##» | FY 20«##» | 0.«###» aMW or N/A |
| FY 20«##» | 0.«###» aMW or N/A |
| Note: Insert amounts in Average Megawatts rounded to three decimal places for each year of the applicable Rate Period. |

*End Option 1*

*Option 2: Include the following for Wells and Harney*

|  |
| --- |
| **Above-RHWM Load Served by Market Exchange**  |
| Rate Period | Fiscal Year | Above-RHWM Load to be Served with Market Exchange  |
| FY 20«##»-20«##» | FY 20«##» - Idaho Power Co. | «#.###» aMW or N/A |
| FY 20«##» - NV Energy | «#.###» aMW or N/A |
| FY 20«##» - Idaho Power Co. | «#.###» aMW or N/A |
| FY 20«##» - NV Energy | «#.###» aMW or N/A |
| Note: Insert amounts in Average Megawatts rounded to three decimal places for each year of the applicable Rate Period. |

*End Option 2*

«#».1 **Market Exchange Transaction Part A*(08/04/21 Version)***

For purposes of this section «#», the following transaction shall be referred to as “Market Exchange Transaction Part A”.

Consistent with section 4.1 of Exhibit F, «Customer Name» shall provide a delivery schedule to BPA for Market Exchange Transaction Part A. «Customer Name» shall make its Mid‑C Resource Over Non‑Firm available to BPA at Mid‑C or BPA Power consistent with section 4.3.4.1.2 of Exhibit F, and shaped in accordance with section 3.4 of the body of the Agreement.

«#».2 **Market Exchange Transaction Part B**

For purposes of this section «#», the following transaction shall be referred to as “Market Exchange Transaction Part B”.

For Market Exchange Transaction Part B, BPA will take receipt of «Customer Name»’s Mid‑C Resource Over Non‑Firm, consistent with section 4.3.4.1.2 of Exhibit F. BPA may deliver power received under Market Exchange Transaction Part B from Mid‑C to BPA Power utilizing secondary network transmission rights.

«#».3 **Market Exchange Transaction Part C**

For purposes of this section «#», the following transaction shall be referred to as “Market Exchange Transaction Part C”.

Under Market Transaction Part C, BPA will deliver federal power to «Customer Name»’s load, in hourly amounts equal to the hourly amounts scheduled pursuant to Market Exchange Transaction A. Such federal power deliveries shall be from the Federal Columbia River Power System or from alternative power and transmission arrangements, consistent with section «#».5.2 below.

«#».4 **Failure to Deliver**

If «Customer Name» fails to make its Mid‑C Resource Over Non‑Firm available to BPA under Market Exchange Transaction Part A for any reason, including a Transmission Event that impacts Market Exchange Transaction Part A, then BPA shall serve «Customer Name»’s load and assess «Customer Name» any applicable charges or penalties as provided in the Wholesale Power Rate Schedules and GRSPs, including the Unauthorized Increase Charge.

If a Transmission Event impacts Market Exchange Transaction Part B, then BPA shall provide Transmission Curtailment Management Service (TCMS) for Market Exchange Transaction Part B consistent with section 4 of Exhibit F.

«#».5 **Costs of Market Exchange and Other Terms and Conditions*(08/04/21 Version)***

«#».5.1 BPA’s financial support for the transmission capacity associated with «Customer Name»’s Market Exchange(s) shall be consistent with and subject to the established caps and limitations included in section 1 and section 2 of Exhibit G.

*Option 1: Include for all customers except Wells and Harney*

«#».5.2 For Market Exchange Transaction Part C, BPA shall pay only the capacity costs associated with transmission service to «Customer Name» over transmission facilities of the Third Party Transmission Provider that either: (1) interconnect directly to «Customer Name»’s facilities or (2) interconnect to BPA transmission facilities which subsequently interconnect with «Customer Name»’s facilities. «Customer Name» shall pay any costs associated with the delivery of federal power to an interconnection point with the Third Party Transmission Provider, including obtaining and paying for transmission across all intervening transmission systems and equipment.

*End Option 1*

*Option 2: Include the following for Wells and Harney*

«#».5.2 For Market Exchange Transaction Part C, BPA shall pay for the capacity costs associated with transmission service to «Customer Name» over transmission facilities of the Third Party Transmission Provider that either: (1) interconnect directly to «Customer Name»’s facilities or (2) interconnect to BPA transmission facilities which subsequently interconnect with «Customer Name»’s facilities. «Customer Name» shall pay any costs associated with the delivery of federal power to an interconnection point with the Third Party Transmission Provider, including obtaining and paying for transmission across all intervening transmission systems and equipment.

Additionally, consistent with BPA’s October 2008 Long-Term Regional Dialogue Contract Policy Record of Decision, BPA shall pay for the capacity costs for the following transmission arrangements: the PacifiCorp transformer at the Malin Substation and the Southern Intertie portion of the BPA transmission system.

*End Option 2*

If, prior to March 31 of a Rate Case Year, BPA decides to make power or transmission arrangements for «Customer Name»’s Market Exchange Transaction Part C for the upcoming Rate Period different than delivery from the Federal Columbia River Power System, then the Parties shall work together to apportion associated costs in advance of delivery and shall include the costs in a table below.

*Drafter’s Note: Include a table that outlines cost arrangements for alternative power and transmission arrangements for BPA to deliver Market Exchange Transaction Part B. If none, include “None at this time.”*

«#».5.2.1 **Costs Associated with Alternative Power or Transmission Delivery Arrangements**

*Option:*  Include table or «None at this time.»

«#».5.3 For Market Exchange Transaction Part C, BPA shall acquire and pay for Ancillary Services needed for delivery of federal power subject to the following limitations:

(1) «Customer Name» shall pay Power Services for load regulation and frequency response service or its replacement, charged by the Third Party Transmission Provider, at the applicable Transmission Services rate, or its successor.

(2) «Customer Name» shall pay Power Services for the Ancillary Service(s) charges to deliver power to POD(s) located in the Third Party Transmission Providers’ balancing authority areas, at the applicable or equivalent Transmission Services Ancillary Services rate, in accordance with any applicable BPA Wholesale Power Rate Schedules or GRSPs. However, BPA reserves the right to pass through the Ancillary Service charges of the Third Party Transmission Provider at their costs, as opposed to the applicable Transmission Services Ancillary Services rate, if the megawatt limit in section 1 of Exhibit G is exceeded.

(3) «Customer Name» shall be responsible for any generation imbalance costs related to «Customer Name»’s Market Exchange.

*Option 1: Include for all customers except Wells and Harney*

«#».5.4 «Customer Name» shall be responsible for the cost of real power losses associated with the delivery of the Market Exchange across all transmission systems, equipment, and interties.

Using the following formula, BPA shall calculate real power losses for each Diurnal monthly period associated with transmission service to «Customer Name» over BPA transmission facilities and over transmission facilities of the Third Party Transmission Provider that either: (1) interconnect directly to «Customer Name»’s facilities or (2) interconnect to BPA transmission facilities which subsequently interconnect with «Customer Name»’s facilities:

X = Above-RHWM x (sum of all applicable TSLFs) x LSR

Where:

X = Amount owed

Above-RHWM = Amount of Above Rate Period High Water Mark Load to be served by Market Exchange

*Drafter’s Note: If a customer does not have a Mid-C Resource Over Non-Firm, retain the red text within the formula below.*

TSLF = Transmission System Loss Factor (Two-Season BPA Network Loss Factor = See applicable % in the table below; «Insert transmission system» = «#»%)

For the Two-Season BPA Network Loss Factor, the Loss Factor percentages in the table below shall be used when calculating the TSLF.

|  |
| --- |
| **Two-Season BPA Network Loss Factor** |
| **Season** | **Loss Factor** |
| Summer – June, July and August | 2.31 % |
| Non-Summer – September through May | 1.95 % |

LSR = Load Shaping Rate, per applicable BPA Wholesale Power Rate Schedules or GRSPs

BPA shall pass through to «Customer Name» the real power loss charges assessed to BPA for all applicable intervening transmission systems, equipment, and interties.

*End Option 1*

*Option 2: Include the following for Wells and Harney*

«#».5.4 «Customer Name» shall be responsible for the cost of real power losses associated with the delivery of the Market Exchange across all transmission systems, equipment, and interties, excluding losses at the Malin Substation.

Using the following formula, BPA shall calculate real power losses for each Diurnal monthly period associated with transmission service to «Customer Name» over BPA transmission facilities and over transmission facilities of the Third Party Transmission Provider that either: (1) interconnect directly to «Customer Name»’s facilities or (2) interconnect to BPA transmission facilities which subsequently interconnect with «Customer Name»’s facilities:

X = Above-RHWM x (sum of all applicable TSLFs) x LSR

Where:

X = Amount owed

Above-RHWM = Amount of Above Rate Period High Water Mark Load to be served by Market Exchange

*Drafter’s Note: If a customer does not have a Mid-C Resource Over Non-Firm, retain the red text within the formula below.*

Idaho Power Co. TSLF = Transmission System Loss Factor (Two-Season BPA Network Loss Factor = See applicable % in the table below; Idaho = 3.6 %)

and

NV Energy TSLF = Transmission System Loss Factor (Two-Season BPA Network Loss Factor = See applicable % in the table below; Southern Intertie Segment = 3 %; NVEnergy = 1.57 %)

For the Two-Season BPA Network Loss Factor, the Loss Factor percentages in the table below shall be used when calculating the TSLF.

|  |
| --- |
| **Two-Season BPA Network Loss Factor** |
| **Season** | **Loss Factor** |
| Summer – June, July and August | 2.31 % |
| Non-Summer – September through May | 1.95 % |

LSR = Load Shaping Rate, per applicable BPA Wholesale Power Rate Schedules or GRSPs

BPA shall pass through to «Customer Name» the real power loss charges assessed to BPA for all applicable intervening transmission systems, equipment, and interties, excluding the Malin Substation as stated above.

*End Option 2*

«#».5.5 As applicable, «Customer Name» shall be responsible for the costs of all other transmission services for the delivery of the Market Exchange not included in sections «#».5.2, «#».5.3, and «#».5.4 above, including, but not limited to: distribution and low-voltage charges, redispatch, congestion management costs, system and facility study costs associated with adding the non-federal market purchase, direct assigned system upgrades.

«#».5.6 Unless otherwise agreed within this Exhibit D or between the Parties outside of this Agreement, «Customer Name» shall be responsible for managing the scheduling arrangements of any Market Exchanges consistent with Exhibit F.

**«#». «PLACEHOLDER FOR SPECIAL PROVISIONS»**

*Drafter’s Note: Insert any special provisions unique to the customer here,* ***before*** *the revisions section, and number sections accordingly. Otherwise, delete this section if not applicable.*

*Option 1: If customer DOES NOT purchase DFS, FORS, SCS, and/or RRS, then replace the Revisions section in Exhibit D with the following revisions clause. Also include for customers that DO NOT purchase DFS, FORS, SCS or RRS but DO purchase Grandfathered GMS and include the optional Grandfathered GMS language.*

**«#». REVISIONS*(06/04/2018 Version)***

Except for revisions to section 1, CF/CT and New Large Single Loads for determinations made by BPA under section 23.3 of the body of the Agreement and section 1 of this Exhibit D, «and except for revisions to update the Grandfathered Generation Management Service (GMS) table in section «#» above, »this exhibit shall be revised by mutual agreement of the Parties to reflect additional products «Customer Name» purchases during the term of this Agreement.

*End Option 1*

*Option 2: If customer purchases DFS, FORS, SCS, and/or RRS, then replace the Revisions section in Exhibit D with the following revisions section. If customer purchases DFS, FORS, SCS, and/or RRS and also has Grandfathered GMS, then include optional Grandfathered GMS language in both subsections below.*

**«#».** **REVISIONS*(06/04/2018 Version)***

«#».1 **General Exhibit Revisions**

Except for: (1) revisions to section 1, CF/CT and New Large Single Loads for determinations made by BPA under section 23.3 of the body of the Agreement and section 1 of this Exhibit D, and (2) those provisions in this exhibit for «Grandfathered Generation Management Service (GMS), »Diurnal Flattening Service (DFS), Forced Outage Reserve Service (FORS), Secondary Crediting Service (SCS), and Resource Remarketing Service (RRS), if any, this exhibit shall be revised by mutual agreement of the Parties to add products «Customer Name» purchases during the term of this Agreement.

«#».2 **Revisions to «Grandfathered GMS, »DFS, FORS, SCS, and RRS**

If «Customer Name» purchases «Grandfathered GMS, »DFS, FORS, SCS, or RRS, then BPA may unilaterally revise the provisions in this exhibit related to such products to implement:

(1) an established BPA rate for such products or services, or

(2) changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement.

BPA shall specify the effective date of such unilateral revisions.

*End Option 2*

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

***ANY CHANGES (EXCEPT FORMATTING) TO THIS EXHIBIT MUST GO THROUGH THE BACK OFFICE.***

*Drafter’s Note: Wherever the customer’s name should appear in the exhibit, leave “«Customer Name»”. The Front Office will replace that with what is used throughout the contract when the exhibit is placed in the contract.*

*Drafter’s Note: Wherever you are referring to BPA, use the term “BPA”.*

*Drafter's Note: If the data for a particular data element is uncertain or unknown, the CA should make their best "guess" and hand‑key a footnote with an ASTERISK\* OR insert "TBD" and hand‑key a footnote with an ASTERISK\*. The footnote should read "This data element is unresolved and shall be determined by BPA prior to June 1, 2011."*

**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}*

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

**Exhibit F**

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

**1. DEFINITIONS, PURPOSE AND PARAMETERS**

1.1 **Definitions**

1.1.1 “Planned Transmission Outage” means an event that reduces the transmission capacity on a segment of the transmission path used to deliver «Customer Name»’s Dedicated Resource prior to the initial approval of the E‑Tag.

1.1.2 “Transmission Curtailment” means an event that is initiated by a transmission provider through a curtailment to the E‑Tag as a result of transmission congestion or an outage on the path used to deliver «Customer Name»’s Dedicated Resource.

1.1.3 “Transmission Event” means a Planned Transmission Outage or a Transmission Curtailment.

1.2 **Purpose**

Transmission Scheduling Service is provided by Power Services to help «Customer Name» manage certain aspects of its BPA Network Integration Transmission Service Agreement (BPA NT Agreement), to allow BPA to use the inherent flexibilities of «Customer Name»’s network rights in combination with other network customers’ rights to manage BPA’s power resources efficiently, and to provide seamless scheduling for Transfer Service customers.

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

1.3 **Parameters of Transmission Scheduling Service**

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

Power Services shall perform all necessary prescheduling and real-time scheduling functions, and make other arrangements and adjustments, consistent with any RSS products and any other products and services «Customer Name» is purchasing from Power Services. «Customer Name» shall continue to be responsible for all non-scheduling provisions of its transmission agreement(s) used to serve «Customer Name»’s Total Retail Load, in accordance with the applicable OATT, including, but not limited to, the designation and undesignation of Network Resources, as defined by the applicable OATT.

«Customer Name» shall be subject to the rates, terms and conditions for Transmission Scheduling Service specified in BPA’s applicable Wholesale Power Rate Schedules and GRSPs.

*End Option 1 TSS-Full*

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

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

1.3.1 **Eligibility for Electing Transmission Scheduling Service-Partial**

In order to be eligible to elect Transmission Scheduling Service-Partial, «Customer Name» must meet the following criteria:

(1) «Customer Name» must create and maintain a purchase selling entity code in the NERC registry through webRegistry, or its successor, at least one month prior to the date in section 1.3.3 below that «Customer Name»’s begins purchasing Transmission Scheduling Service-Partial; and,

(2) «Customer Name» must be directly connected to the BPA transmission system; or,

(3) if «Customer Name» is served entirely by Transfer Service, then «Customer Name»’s Dedicated Resource(s) must be a Mid‑C Resource(s) over Non‑Firm, consistent with section 4.3.4 of this exhibit, and «Customer Name» must enter into Mid‑C Resource Over Non‑Firm exchange of power with BPA the terms and conditions of which are or shall be included in Exhibit D to this Agreement; or,

(4) if «Customer Name» is served by Transfer Service over multiple transmission systems and has load directly connected to the BPA transmission system, then under the process described in section 14.7 of the body of this Agreement «Customer Name» must elect to deliver its Dedicated Resource(s) that require an E‑Tag to its Total Retail Load over the BPA transmission system.

1.3.2 **Election, Commitment, and Removal of Transmission Scheduling Service-Partial**

«Customer Name» shall notify BPA of its election to purchase Transmission Scheduling Service‑Partial by July 15 for the upcoming Fiscal Year or Rate Period.

If «Customer Name» elects Transmission Scheduling Service‑Partial, then the Parties will revise this exhibit to include the terms and conditions of such election. BPA will consider Transmission Scheduling Service-Partial to be «Customer Name»’s default election through the term of the Agreement.

At any time, «Customer Name» may elect to remove Transmission Scheduling Service‑Partial by providing notice to BPA. If «Customer Name» requests to remove Transmission Scheduling Service‑Partial, then, pursuant to the terms of section 9 of this exhibit BPA will revise this exhibit to include the terms and conditions of Transmission Scheduling Service-Full. Unless an effective date is otherwise agreed upon by the Parties, «Customer Name»’s purchase of Transmission Scheduling Service‑Full will be effective the first day of the calendar month following the 45‑day period specified in section 9 of this exhibit.

Pursuant to the terms and conditions of section 4.2 and section 9 of this exhibit, BPA has the right to remove «Customer Name»’s Transmission Scheduling Service‑Partial and to require that «Customer Name» purchase Transmission Scheduling Service‑Full.

*Drafter’s Note: Add date (year) below to reflect when customer started purchasing TSS-Partial.*

1.3.3 **Parameters of Transmission Scheduling Service-Partial**

Beginning October 1, «year», and through the term of this Agreement, Power Services shall provide and «Customer Name» shall purchase Transmission Scheduling Service-Partial. Power Services shall schedule «Customer Name»’s federal power to «Customer Name»’s Total Retail Load under «Customer Name»’s BPA NT Agreement and/or other transmission agreement(s), and «Customer Name» shall schedule «Customer Name»’s Dedicated Resources that require an E‑Tag to «Customer Name»’s Total Retail Load under «Customer Name»’s BPA NT Agreement and/or other transmission agreement(s). Power Services shall not provide Transmission Scheduling Service‑Partial for any delivery other than delivery to «Customer Name»’s Total Retail Load.

For all its Dedicated Resources that require an E‑Tag, «Customer Name» shall perform all necessary scheduling functions, and make other arrangements and adjustments, consistent with any RSS products and any other products and services «Customer Name» is purchasing from Power Services. «Customer Name» shall continue to be responsible for all non-scheduling provisions of its transmission agreement(s) used to serve «Customer Name»’s Total Retail Load, in accordance with the applicable OATT, including, but not limited to, the designation and undesignation of Network Resources, as defined by the applicable OATT.

«Customer Name» shall be charged for service according to the rates, terms and conditions for Transmission Scheduling Service‑Partial specified in BPA’s applicable Wholesale Power Rate Schedules and GRSPs.

*End Option 2 TSS-Partial*

**2. ASSIGNMENT OF SCHEDULING RIGHTS**

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

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

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

(3) provide copies of «Customer Name»’s transmission agreement(s) used to serve «Customer Name»’s Total Retail Load.

Additionally, over the term of this Agreement, «Customer Name» shall provide Power Services with any additional transmission agreements «Customer Name» enters into which are used for service to its Total Retail Load and all amendments and modifications to current copies of «Customer Name»’s transmission agreement(s).

**3. LOAD FORECAST**

If a daily load forecast is required by «Customer Name»’s transmission agreement(s), then BPA shall develop the daily and hourly load forecasts for «Customer Name»’s Total Retail Load. «Customer Name» shall cooperate with BPA in all load forecasting. If any load specific information is needed for developing a daily or hourly load forecast, then «Customer Name» shall provide such information in a timely manner.

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

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

*Drafter’s Note: Include the following language for customers that have one or more Dedicated Resources that BPA has determined no scheduling is necessary for delivery to load and list such resource(s). Do not list a market purchase from BPA Power that qualifies as a Mid-C Resource Over Non-Firm.*

This section 4 shall not apply to «Customer Name»’s following Dedicated Resource(s): «Insert name(s) of non-applicable Dedicated Resource(s)». BPA may unilaterally revise this list pursuant to section 9 of this exhibit.

*End Option*

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

«Customer Name» shall submit a delivery schedule to Power Services for its Dedicated Resources for delivery to its Total Retail Load which shall include information such as the source, any points of receipt, any Open Access Same-time Information System (OASIS) reservation reference numbers needed for the delivery of non-federal power, the daily megawatt profile, and all purchasing selling entities in the path. This delivery schedule shall be submitted to Power Services by the earlier of one hour prior to the close of the firm transmission prescheduling deadline associated with the transmission agreement(s) used to deliver power to «Customer Name»’s Total Retail Load, or 1100 hours Pacific Prevailing Time (PPT) on the preschedule day. «***Option 1****: Include for customers that are either exclusively directly connected or exclusively served by Transfer Service:*However, if any of «Customer Name»’s Dedicated Resources are to be delivered over secondary network transmission pursuant to section 4.3.4.1.2 below, then «Customer Name» shall submit its delivery schedule for such resource to Power Services by 1300 hours PPT on the preschedule day.***End Option 1*»«*Option 2****: Include for customers that have load BOTH directly connected and served by Transfer Service:*However, if «Customer Name»’s Dedicated Resources are to be delivered over secondary network transmission pursuant to section 4.3.4.1.2 or section 4.3.4.2.2 below, then «Customer Name» shall submit its delivery schedule to Power Services by 1300 hours PPT on the preschedule day.***End Option 2*»**

«Customer Name» shall submit all required prescheduled information in a format specified by Power Services.

At Power Services’ request, «Customer Name» shall provide Power Services information on real power losses associated with «Customer Name»’s transmission agreement(s).

4.2 **Real-Time Scheduling**

Power Services shall accept megawatt adjustments to «Customer Name»’s Dedicated Resource schedule(s) up to the earlier of 45 minutes prior to the hour of delivery or 25 minutes prior to the earliest of the transmission real-time scheduling deadlines associated with delivery of power to «Customer Name»’s Total Retail Load.

«Customer Name» shall submit all required real-time scheduling information in a format specified by Power Services.

*End Option 1 TSS-Full*

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

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

*Drafter’s Note: Include the following language for customers that have one or more Dedicated Resources that BPA has determined no scheduling is necessary for delivery to load and list such resource(s). Do not list a market purchase from BPA Power that qualifies as a Mid-C Resource Over Non-Firm.*

This section 4 shall not apply to «Customer Name»’s following Dedicated Resource(s): «Insert name(s) of non-applicable Dedicated Resource(s)». BPA may unilaterally revise this list pursuant to section 9 of this exhibit.

*End Option*

4.1 **E-Tags, Other Scheduling Requirements*(05/21/19 Version)***

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

«Customer Name» shall electronically carbon copy Power Services on all E‑Tags for its Dedicated Resources by naming BPAP01 as the “Purchasing‑Selling Entity” (PSE) on all such E‑Tags. A carbon copy is not needed when power being scheduled was purchased from Power Services, including Slice Output, and Power Services is included in the market path on the E-Tag.

4.1.2 **Transfer Service Customers’ Submittal of Monthly PORs and Maximum Megawatt Hourly Amounts**

If «Customer Name» is served by Transfer Service and enters into a Mid‑C Resource Over Non‑Firm exchange of power with BPA pursuant to the terms in Exhibit D, then ten Business Days prior to the start of a month, «Customer Name» shall submit monthly POR(s) as listed in section 4.3.4.1.2(1) below and the maximum megawatt hourly amount needed for each POR. Such total megawatt amounts for all PORs may be no higher than «Customer Name»’s maximum Above‑RHWM Load amount for the month. «Customer Name» shall submit its POR(s) and associated megawatt amount by e‑mail to the following e‑mail address: gta@bpa.gov. BPA will reserve transmission on «Customer Name»’s behalf, and will supply «Customer Name» with a reservation number as necessary for submitting its E‑Tags.

4.1.3 **Special Provisions for «Customer Name»’s Transmission Scheduling Service-Partial**

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

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

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

If «Customer Name» has five or more Transmission Scheduling Service‑Partial events in one month, then BPA may require the removal of «Customer Name»’s Transmission Scheduling Service‑Partial. BPA will consider the circumstances of the five or more events in determining if BPA will require removal of Transmission Scheduling Service‑Partial. If BPA requires removal, then BPA will, pursuant to section 9 of this exhibit, provide notice to «Customer Name» that it may no longer purchase Transmission Scheduling Service‑Partial and must purchase Transmission Scheduling Service‑Full. At the time of such notice, BPA will provide «Customer Name» with a draft revision of Exhibit F with such changes. Pursuant to section 9 of this exhibit, BPA will, subsequently, provide «Customer Name» with a unilateral revision to this Exhibit F that includes the terms and conditions of Transmission Scheduling Service‑Full. Unless an effective date is otherwise agreed to by the Parties, «Customer Name»’s purchase of Transmission Scheduling Service‑Full will be effective on the first day of the calendar month following the 45‑day period specified in section 9 of this exhibit.

If BPA has removed Transmission Scheduling Service‑Partial pursuant to this section 4.2, then «Customer Name» may request Transmission Scheduling Service‑Partial by July 15 prior to the start of a subsequent Fiscal Year; however, BPA, at its discretion, may deny such a request.

*End Option 2 TSS-Partial*

4.3 **Transmission Curtailments**

4.3.1 **Notification Preference**

Prior to the delivery of «Customer Name»’s Dedicated Resources to «Customer Name»’s load, «Customer Name» shall notify BPA whether it wants to receive either an electronic copy of the E‑Tag or an e‑mail of a Transmission Curtailment that impacts any of «Customer Name»’s Dedicated Resources. If «Customer Name» chooses notification of Transmission Curtailments by e‑mail, then «Customer Name» shall provide BPA a single e‑mail address for BPA to send such notifications to, and the Parties shall revise the table in section 4.3.6 below to include the e‑mail address. BPA shall notify «Customer Name» no later than ten minutes after a Transmission Curtailment.

4.3.2 **Transmission Curtailment Management Service (TCMS)*(09/30/10 Version)***

As a feature of Transmission Scheduling Service, BPA shall provide Transmission Curtailment Management Service (TCMS) for certain «Customer Name» Dedicated Resources that require an E-Tag for delivery. TCMS coverage shall apply when Transmission Events impact eligible resources, with certain limitations as described throughout this section 4.3.

In accordance with the BPA OATT, TCMS coverage shall not apply while Transmission Services is redispatching «Customer Name»’s Dedicated Resource(s) to serve «Customer Name»’s load during a Transmission Event.

*Reviewer’s Note: The language below addresses curtailments if BPA is scheduling any Dedicated Resource without TCMS coverage. The Parties may, with mutual agreement, revise this exhibit to allow a customer to schedule such Dedicated Resource.*

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

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

4.3.3.1 If a Transmission Curtailment occurs prior to 45 minutes before the hour of delivery, then «Customer Name» shall be responsible for securing replacement energy or alternate transmission, arranging delivery to the Balancing Authority Area in which «Customer Name» is located, and notifying Power Services of the revised delivery schedule prior to 45 minutes before the hour of delivery.

If Power Services is unable to secure secondary network transmission for the replacement resource because «Customer Name» did not notify Power Services of the revised delivery schedule prior to 45 minutes prior to the hour of delivery or secondary network transmission is unavailable, then «Customer Name» shall be subject to charges consistent with the provisions of this Agreement and all related products and BPA’s power rate schedules, including UAI charges.

4.3.3.2 Power Services shall not accept replacement delivery schedules for Transmission Curtailments that occur less than 45 minutes before the delivery hour. «Customer Name» shall be subject to charges consistent with the provisions of this Agreement and all related products and BPA’s power rate schedules, including UAI charges.

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

4.3.3.3 If a Planned Transmission Outage is announced prior to «Customer Name»’s submission of a delivery schedule in pre-schedule, then «Customer Name» shall be responsible for securing replacement energy or alternate transmission, arranging delivery to the Balancing Authority Area in which «Customer Name» is located, and notifying Power Services of the revised delivery schedule prior to the preschedule deadline described in section 4.1 of this exhibit.

*End Option 1 TSS-Full*

*Option 2: Include the following for customers purchasing TSS-Partial (Big Bend, Centralia, Columbia REA, Forest Grove, Inland, PNGC, Richland, UEC and Vera’s Exhibit Fs need a wholesale replacement of this provision 4.3.3.3.)****(07/15/21 Version)***

4.3.3.3 If a Planned Transmission Outage is announced prior to «Customer Name»’s submission of a delivery schedule in pre-schedule, then «Customer Name» shall be responsible for securing replacement energy or alternate transmission, arranging delivery to the Balancing Authority Area in which «Customer Name» is located, and carbon copying Power Services on the E-Tag of the revised delivery schedule prior to the scheduling requirements described in section 4.1 of this exhibit.

*End Option 2 TSS-Partial*

4.3.4 **TCMS Coverage Eligibility, Determination and Termination**

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

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

4.3.4.1.1 **Firm Transmission**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

4.3.4.1.2 **Mid-C Resource Over Non-Firm**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if:

(1) such resource is: (A) a WSPP Schedule C market purchase delivered to Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD; (B) a WSPP Schedule C market purchase from BPA at BPA Power (which does not need to be delivered to Mid‑C); or (C) a market purchase under the Edison Electric Institute Master Power Purchase & Sale Agreement, Version 2.1 or its successor, Schedule P: “Firm (LD)” or “Firm (No Force Majeure)” delivered to Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. BPA will allow such Mid‑C market purchases to be scheduled from Mid‑C to BPA Power, as applicable, over non-firm secondary network transmission. And,

(2) «Customer Name» (A) revises Exhibit D to include the terms and conditions of a Mid‑C Resource Over Non‑Firm exchange of power with BPA; and (B) revises Exhibit G to acknowledge the change in applicability of Exhibit G principles on its Mid‑C Resource Over Non‑Firm.

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

4.3.4.1.3 **Actively Obtaining Firm Transmission**

Power Services may, on a case-by-case basis and with certain limitations on the service, provide TCMS coverage for «Customer Name»’s Dedicated Resource that has not yet been granted firm network transmission by all applicable transmission providers if Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. Power Services and «Customer Name» shall work cooperatively to obtain firm network transmission for the Dedicated Resource pursuant to the principles in Exhibit G of this Agreement and the Parties’ executed Transfer Service Support for Non-Federal Resources Agreement. Power Services shall have sole discretion in determining whether or not Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. However, when making this determination Power Services shall use criteria including but not limited to: (1) the date «Customer Name» requests that Power Services pursue firm network transmission; (2) the planned start date for service from the Dedicated Resource; (3) the location of the resource; (4) the potential for Transmission Curtailments associated with delivering the resource on non-firm transmission; (5) the status of any ongoing OASIS requests and studies related to the resource; and (6) the length of time Power Services and «Customer Name» have been in the process of obtaining firm network transmission.

*Drafter’s Note: Do not include the following for customers who are receiving Exhibit F TSS language for the first time.*

4.3.4.1.4 **During Transition Period**

Power Services shall also provide TCMS coverage for «Customer Name»’s Dedicated Resource as provided for in section 4.3.5 of this exhibit.

4.3.4.2 **BPA’s Determination for TCMS Coverage**

If «Customer Name» notifies Power Services that it is pursuing firm network transmission with all applicable transmission providers, then Power Services shall provide «Customer Name» with a determination of whether or not it may purchase such TCMS within 30 days following Power Services’ receipt of «Customer Name»’s notice.

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

If, consistent with section 4.3.4.1.3 above, BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission by Transmission Services and a request for firm network transmission for such Dedicated Resource is withdrawn, or if such request is declined or invalidated without a timely resubmission of a similar request, then «Customer Name» shall notify BPA immediately and BPA shall terminate the provision of TCMS for «Customer Name»’s Dedicated Resource ten Business Days after such notification.

If, consistent with section 4.3.4.1.3 above, BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission and BPA offers «Customer Name» a Network Resource Exhibit to the Transfer Service Support for Non-Federal Resources Agreement for such Dedicated Resource, and such Network Resource Exhibit is not executed by «Customer Name» within 30 days of the offer, then BPA shall terminate the provision of TCMS for «Customer Name»’s Dedicated Resource ten Business Days following the aforementioned 30 day period.

*End Option 1*

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

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

4.3.4.1.1 **Firm Transmission**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

4.3.4.1.2 **Mid-C Resource Over Non-Firm**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if such resource is: (1) a WSPP Schedule C market purchase delivered to Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD; (2) a WSPP Schedule C market purchase from BPA at BPA Power (which does not need to be delivered to Mid‑C); or (3) a market purchase under the Edison Electric Institute Master Power Purchase & Sale Agreement, Version 2.1 or its successor, Schedule P: “Firm (LD)” or “Firm (No Force Majeure)” delivered to Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. Such resources shall be scheduled from Mid‑C or the Federal Columbia River Power System to «Customer Name»’s Total Retail Load over non-firm secondary network transmission.

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

4.3.4.1.3 **Actively Obtaining Firm Transmission**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if «Customer Name» has submitted a request for firm network transmission to Transmission Services for such resource and that resource has been granted firm transmission by all other applicable providers, except as described in section 4.3.7.1 of this exhibit.

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

If, consistent with section 4.3.4.1.3 above, BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission and the request for firm network transmission for such Dedicated Resource is withdrawn, or if such request declined or invalidated without a timely resubmission of a similar request, then «Customer Name» shall notify BPA immediately and BPA shall terminate the provision of TCMS for «Customer Name»’s Dedicated Resource ten Business Days after such notification.

*End Option 2*

*Option 3: Include the following for customers that have load BOTH directly connected and served by Transfer Service.*

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

If a Dedicated Resource will serve load for which Power Services provides Transfer Service, then Power Services shall provide TCMS coverage in accordance with the following.

4.3.4.1.1 **Firm Transmission**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

4.3.4.1.2 **Mid-C Resource Over Non-Firm**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if:

(1) such resource is: (A) a WSPP Schedule C market purchase delivered to Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD; (B) a WSPP Schedule C market purchase from BPA at BPA Power (which does not need to be delivered to Mid‑C); or (C) a market purchase under the Edison Electric Institute Master Power Purchase & Sale Agreement, Version 2.1 or its successor, Schedule P: “Firm (LD)” or “Firm (No Force Majeure)” delivered to Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. BPA will allow such Mid‑C market purchases to be scheduled from Mid‑C to BPA Power, as applicable, over non-firm secondary network transmission. And,

(2) «Customer Name» (A) revises Exhibit D to include the terms and conditions of a Mid‑C Resource Over Non‑Firm exchange of power with BPA; and (B) revises Exhibit G to acknowledge the change in applicability of Exhibit G principles on its Mid‑C Resource Over Non‑Firm.

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

4.3.4.1.3 **Actively Obtaining Firm Transmission**

Power Services may, on a case-by-case basis and with certain limitations on the service, provide TCMS coverage for «Customer Name»’s Dedicated Resource that has not yet been granted firm network transmission by all applicable transmission providers if Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. Power Services and «Customer Name» shall work cooperatively to obtain firm network transmission for the Dedicated Resource pursuant to the principles in Exhibit G of this Agreement and the Parties’ executed Transfer Service Support for Non-Federal Resources Agreement. Power Services shall have sole discretion in determining whether or not Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. However, when making this determination Power Services shall use criteria including but not limited to: (1) the date «Customer Name» requests that Power Services pursue firm network transmission; (2) the planned start date for service from the Dedicated Resource; (3) the location of the resource; (4) the potential for Transmission Curtailments associated with delivering the resource on non-firm transmission; (5) the status of any ongoing OASIS requests and studies related to the resource; and (6) the length of time Power Services and «Customer Name» have been in the process of obtaining firm network transmission.

*Drafter’s Note: Do not include the following for customers who are receiving Exhibit F TSS language for the first time.*

4.3.4.1.4 **During Transition Period**

Power Services shall also provide TCMS coverage for «Customer Name»’s Dedicated Resource as provided for in section 4.3.5 of this exhibit.

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

If a Dedicated Resource is serving load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service, Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource in accordance with the following.

4.3.4.2.1 **Firm Transmission**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

4.3.4.2.2 **Mid-C Resource Over Non-Firm**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if such resource is: (1) a WSPP Schedule C market purchase delivered to Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD; (2) a WSPP Schedule C market purchase from BPA at BPA Power (which does not need to be delivered to Mid‑C); or (3) a market purchase under the Edison Electric Institute Master Power Purchase & Sale Agreement, Version 2.1 or its successor, Schedule P: “Firm (LD)” or “Firm (No Force Majeure)” delivered to Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. Such Mid‑C or BPA Power market purchases shall be scheduled from Mid‑C or the Federal Columbia River Power System to «Customer Name»’s Total Retail Load over non-firm secondary network transmission.

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

4.3.4.2.3 **Actively Obtaining Firm Transmission**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if «Customer Name» has submitted a request for firm network transmission to Transmission Services for such resource and that resource has been granted firm transmission by all other applicable providers, except as described in section 4.3.7.1 of this exhibit.

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

If, consistent with section 4.3.4.1.3 above, «Customer Name» notifies Power Services that it is pursuing firm network transmission with all applicable transmission providers, and that resource will serve load for which Power Services provides Transfer Service, then Power Services shall provide «Customer Name» with a determination of whether or not it may purchase such TCMS within 30 days following Power Services’ receipt of «Customer Name»’s notice.

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

If, consistent with section 4.3.4.2.3 above, BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission by Transmission Services and a request for firm network transmission for such Dedicated Resource is withdrawn, or if such request is declined or invalidated without a timely resubmission of a similar request, then «Customer Name» shall notify BPA immediately and BPA shall terminate the provision of TCMS for «Customer Name»’s Dedicated Resource ten Business Days after such notification.

If, consistent with section 4.3.4.1.3 above, BPA is providing TCMS to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission and BPA offers «Customer Name» a Network Resource Exhibit to the Transfer Service Support for Non-Federal Resources Agreement for such Dedicated Resource, and such Network Resource Exhibit is not executed by «Customer Name» within 30 days of the offer, then BPA shall terminate the provision of TCMS for «Customer Name»’s Dedicated Resource ten Business Days following the aforementioned 30 day period.

*End Option 3*

*Option 1: Include the following for customers served exclusively by Transfer Service and for customers that have load BOTH directly connected and served by Transfer Service. However, see Option 3 if customer is receiving Exhibit F, TSS for the first time.*

4.3.5 **Initial Resource Exception to Certain TCMS Limitations**

In order to facilitate customer acquisition of non-federal resources in the Transition Period described in sections 4.3.5(1) and 4.3.5(2) below, and in recognition that there may be delays in obtaining firm network transmission, BPA shall make the exception described in this section 4.3.5.

For certain Dedicated Resources that have not yet been granted firm network transmission by all applicable transmission providers, BPA shall provide TCMS without the case-by-case determination described in section 4.3.4.1 and without the limitations described in section 4.3.7.1. A Dedicated Resource shall be eligible for these exceptions only if it meets each of the following criteria:

(1) the Dedicated Resource is first used to serve «Customer Name»’s Above-RHWM Load in FY 2012 or FY 2013 for a period of up to five Fiscal Years; and

(2) the Dedicated Resource is delivered in both a Flat Annual Shape and Flat Within-Month Shape and used to serve «Customer Name»’s Above-RHWM Load for at least one Fiscal Year in duration; and

(3) the Dedicated Resource is a market purchase consistent with the terms of the Western Systems Power Pool Service Schedule C; and

(4) the Dedicated Resource is delivered at a point of receipt between the BPA Balancing Authority Area and the source Balancing Authority Area, delivered to the Northwest Market Hub on firm transmission, or delivered to the Mid‑C hub as defined in Transmission Services Business Practices with a contractual arrangement that allows a new schedule to originate from the Mid‑C hub; and

(5) the Dedicated Resource is recognized by Transmission Services as a firm resource for purposes of designation as a Network Resource and a request for firm network transmission for the Dedicated Resource has been submitted to all applicable Transmission Providers, and «Customer Name» is actively in the process of obtaining firm network transmission for the Dedicated Resource.

If a Dedicated Resource ceases to meet any of the conditions described in this section 4.3.5, BPA shall only provide TCMS as described in all other sections of this exhibit.

*End Option 1*

*Option 2: Include the following for customers exclusively directly connected. However, see Option 3 if customer is receiving Exhibit F, TSS for the first time.*

4.3.5 **Initial Resource Exception to Certain TCMS Limitations**

In order to facilitate customer acquisition of non-federal resources in the Transition Period described in sections 4.3.5(1) and 4.3.5(2) below, and in recognition that there may be delays in obtaining firm network transmission, BPA will make the exception described in this section 4.3.5.

For certain Dedicated Resources that have not yet been granted firm network transmission by all applicable transmission providers, BPA shall provide TCMS without the limitations described in section 4.3.7.1.

A Dedicated Resource is eligible for these exceptions only if it meets each of the following criteria:

(1) the Dedicated Resource is first used to serve «Customer Name»’s Above-RHWM Load in FY 2012 or FY 2013 for a period of up to five Fiscal Years;

(2) the Dedicated Resource is delivered in both a Flat Annual Shape and Flat Within-Month Shape and used to serve «Customer Name»’s Above-RHWM Load for at least one Fiscal Year in duration;

(3) the Dedicated Resource is a market purchase consistent with the terms of the Western Systems Power Pool Service Schedule C;

(4) the Dedicated Resource is delivered at a point of receipt between the BPA Balancing Authority Area and the source Balancing Authority Area, delivered to the Northwest Market Hub on firm transmission, or delivered to the Mid‑C hub as defined in Transmission Services Business Practices with a contractual arrangement that allows a new schedule to originate from the Mid-C hub; and

(5) the Dedicated Resource is recognized by Transmission Services as a firm resource for purposes of designation as a Network Resource and a request for firm network transmission for the Dedicated Resource has been submitted to all applicable Transmission Providers, and «Customer Name» is actively in the process of obtaining firm network transmission for the Dedicated Resource.

If a Dedicated Resource ceases to meet any of the conditions described in this section 4.3.5, BPA shall only provide TCMS, as described in all other sections of this exhibit.

*End Option 2*

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

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

*End Option 3*

4.3.6 **TCMS Coverage by Resource**

The Parties shall list «Customer Name»’s Dedicated Resources that require an E-Tag in the table(s) below, and indicate whether «Customer Name» shall purchase TCMS for each resource. BPA shall update the table(s) below as needed.

4.3.6.1 **Dedicated Resource(s) Served over Firm Transmission or Actively Seeking Firm Transmission**

*Option 1: Include the table below as the default table for TSS-Full (not TSS-Partial) even if customers do not yet have Dedicated Resource that requires an E-Tag. Do not include market purchase(s) that qualify as a Mid-C Resource Over Non-Firm as there is a separate table (see section 4.3.6.2 below) for such.*

*Drafter’s Note: Copy, paste and complete a new table for each resource*

*Drafter’s Note: For the last two boxes, if there are more than one AREF No. and associated contract paths, list each AREF No and corresponding path separately but within the one cell.*

*Drafter’s Note: For customers without Dedicated Resources, or with Dedicated Resources that don’t require an E-Tag, type “None at this time.” in the “Name of Dedicated Resource” box and leave the rest of the boxes blank. If the customer acquires a Dedicated Resource later that needs to be listed, at that time replace “None at this time.” with the resource name and fill in the rest of the table. For customers with just Mid-C Resource(s) Over Non-Firm market purchase, remove any existing information in 4.3.6, leave the 4.3.6 table FY heading non-specific (FY 20«##» - FY 20«##»), and type “See section 4.3.6.2” in the “Name of Dedicated Resource” box.*

|  |
| --- |
| *Drafter’s Note: for customers that will have resource information in this table, enter applicable time period. For customers that will not have resource information in this table, leave the FY heading as is***FY 20«##» - FY 20«##»*(07/23/13 Version)*** |
| **Name of Dedicated Resource** | **Location of Resource (Balancing Authority Area)** | **Name and E-mail address of «Customer Name» scheduling contact** | **Name and E-mail address of contact at resource** |
|  |  |  |  |
| **Firm Network Transmission** | **TCMS Coverage** | **All Applicable OASIS Assignment Reference Numbers (AREF)** | **Contract path for delivering resource** (Source-POR-POD-Sink**)** |
| Yes | No | In Process | Yes | No |  |  |
|  |  |  |  |  |

*End Option 1*

*Option 2: Include this version of the table for customers’ Dedicated Resource(s) if the customer has elected TSS-Partial. Copy, paste and complete a new table for each resource.*

|  |
| --- |
| *Drafter’s Note: enter applicable time period.***FY 20«##» - FY 20«##»*(05/21/19 Version)*** |
| **Name of Dedicated Resource** | **TCMS Coverage** | **Name and E-mail address of «Customer Name» scheduling contact** | **Name and E-mail address of contact at Purchasing-Selling Entity** |
| Yes | No |
|  |  |  |  |  |

*End Option 2*

4.3.6.2 **Mid-C Resource(s) Over Non-Firm*(07/14/17 Version)***

*Drafter’s Note: If a customer does not have a Mid-C Resource Over Non-Firm for a Rate Period, type “None at this time.” in the “Name of Dedicated Resource” box and leave the rest of the boxes blank. If the customer acquires a Mid-C Resource Over Non-Firm later that needs to be listed, at that time replace “None at this time” with the resource name and fill in the rest of the table.*

*Drafter’s Note: Copy, paste and complete a new table for each eligible resource*

|  |
| --- |
| *Drafter’s Note: for customers that will have resource information in this table, enter applicable time period.***Mid-C Resource Over Non-Firm for****FY 20«##» - FY 20«##»*(07/14/17 Version)*** |
| **Name of Dedicated Resource** | **TCMS Coverage** | **Name and E-mail address of «Customer Name» scheduling contact** | **Name and E-mail address of contact at Purchasing-Selling Entity** |
| Yes | No |
|  |  |  |  |  |

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

For Dedicated Resources with TCMS coverage identified in section 4.3.6 above, however not including Mid‑C Resources Over Non‑Firm, BPA shall deliver replacement power to «Customer Name» during any Transmission Event that is announced for the hour(s) of delivery that affects «Customer Name»’s Dedicated Resource, through the duration of the Transmission Event, if any of the following occur:

(1) the Transmission Event affects any firm Point-to-Point Transmission used to deliver the resource to «Customer Name»’s load, as identified in section 4.3.6 of this exhibit; or,

(2) the Transmission Event affects the secondary network transmission used to deliver the resource to «Customer Name»’s load, as identified in section 4.3.6 of this exhibit; or,

*Option 1: Include the following for customers served exclusively by Transfer Service and for customers that have load BOTH directly connected and served by Transfer Service.*

(3) Transmission Services has curtailed firm network transmission pursuant to section 33.6 or 33.7 of the BPA OATT; or,

(4) the Transmission Event affects the firm network transmission obtained by Power Services from a Third Party Transmission Provider and used to deliver the resource to «Customer Name»’s load, as identified in section 4.3.6 of this exhibit.

*End Option 1*

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

(3) Transmission Services has curtailed firm network transmission pursuant to section 33.6 or 33.7 of the BPA OATT.

*End Option 2*

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

For Mid‑C Resources Over Non-Firm, per section 4.3.4.1.2 above, with TCMS coverage identified in section 4.3.6 above, BPA shall deliver replacement power to «Customer Name»’s load during any Transmission Event consistent with the Transfer Service Customers’ Non-Federal Market Purchase Exchange terms and conditions in Exhibit D. Such Exhibit D language may be added to this Agreement consistent with section 4.3.4.1.2 above.

*End Option 1*

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

For Mid-C Resources Over Non-Firm, per section 4.3.4.1.2 above, with TCMS coverage identified in section 4.3.6 above, BPA shall deliver replacement power to «Customer Name» load during any Transmission Event that is announced for the hour(s) of delivery that affects «Customer Name»’s Mid-C Resource Over Non-Firm, through the duration of the Transmission Event, if the Transmission Event affects the secondary network transmission used to deliver the resource between Mid-C or BPA Power and «Customer Name»’s load.

*End Option 2*

*Option 3: Include the following for customers that have BOTH directly connected and served by Transfer Service.*

For Mid-C Resources Over Non-Firm, per section 4.3.4.1.2 above, with TCMS coverage identified in section 4.3.6 above, BPA shall deliver replacement power to «Customer Name»’s load served by Transfer Service during any Transmission Event consistent with the Transfer Service Customers’ Non-Federal Market Purchase Exchange terms and conditions in Exhibit D. Such Exhibit D language may be added to this Agreement consistent with section 4.3.4.1.2 above.

For Mid-C Resources Over Non-Firm, per section 4.3.4.2.2 above, with TCMS coverage identified in section 4.3.6 above, BPA shall deliver replacement power to «Customer Name»’s directly connected load during any Transmission Event that is announced for the hour(s) of delivery that affects «Customer Name»’s Mid‑C Resource Over Non‑Firm, through the duration of the Transmission Event, if the Transmission Event affects the secondary network transmission used to deliver the resource between Mid‑C or BPA Power and «Customer Name»’s load.

*End Option 3*

If the Transmission Event is multiple hours in duration, BPA shall provide TCMS coverage for the entire Transmission Event. During any Planned Transmission Outage that impacts «Customer Name»’s Dedicated Resource with TCMS coverage, BPA may, at BPA’s sole discretion, obtain alternate transmission from such resource to «Customer Name»’s load instead of delivering replacement power to «Customer Name»’s load. If a Planned Transmission Outage affects a Dedicated Resource with TCMS coverage, then Power Services shall notify «Customer Name» of such Planned Transmission Outage.

If a Planned Transmission Outage is cancelled or adjusted such that «Customer Name» is able to deliver any portion of the resource to load normally during any portion of the previously announced Planned Transmission Outage, then «Customer Name» shall do so.

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

If «Customer Name» is purchasing TCMS for a Dedicated Resource with firm transmission from all applicable providers, or if «Customer Name» is purchasing TCMS for a Dedicated Resource as provided for in section 4.3.5, then BPA shall provide TCMS without the following limits identified in this section 4.3.7.1.

If, pursuant to section 4.3.4 above, BPA has allowed «Customer Name» to purchase TCMS for a resource that has not yet been granted firm network transmission but «Customer Name» is actively engaged in the process of obtaining firm network transmission, then throughout each Fiscal Year for each such resource, BPA shall periodically assess how frequently TCMS has been needed during that Fiscal Year. If BPA determines that in such Fiscal Year TCMS has been used to replace such Dedicated Resource in ten separate occurrences, where each occurrence TCMS was used was due to a separate Transmission Event on a different day, and for a cumulative total of at least 168 hours, BPA may terminate «Customer Name»’s TCMS coverage for such resource 30 days after providing notice to «Customer Name».

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

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

4.3.8 **TCMS Coverage after Termination**

If TCMS coverage is terminated, pursuant to section 4.3.4 or 4.3.7.1 of this exhibit, «Customer Name» shall be responsible for obtaining replacement power during any Transmission Event that impacts such Dedicated Resource and for any applicable UAI charges that may apply pursuant to section 4.3.3 above.

In addition, for any resource for which BPA has terminated TCMS coverage due to frequency of use, as described in section 4.3.4 or 4.3.7.1 of this exhibit, BPA shall allow «Customer Name» to resume purchasing TCMS for the resource only after «Customer Name» notifies BPA that such resource has obtained firm network transmission.

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

**5. E‑TAGS**

To the extent E‑Tags are required by transmission provider(s), Power Services shall create all E‑Tags necessary for delivery of energy to «Customer Name»’s Total Retail Load.

*End Option 1 TSS-Full*

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

**5. E‑TAGS*(05/21/19 Version)***

To the extent E‑Tags are required by transmission provider(s), Power Services shall create all E‑Tags necessary for delivery of federal energy to «Customer Name»’s Total Retail Load. «Customer Name» shall create all E‑Tags necessary for delivery of its Dedicated Resources to «Customer Name»’s Total Retail Load and shall include BPA on all such E‑Tags consistent with section 4.1.1 above.

*End Option 2 TSS-Partial*

**6. GENERATION IMBALANCE**

«Customer Name» shall be responsible for costs associated with deviations between the scheduled Dedicated Resources for an hour and the actual generation produced across such hour; provided, however, if «Customer Name» submits a delivery schedule consistent with all provisions of this exhibit and BPA receives that delivery schedule, and a generation imbalance results from a BPA scheduling error, then BPA shall accept responsibility for the generation imbalance associated with the BPA scheduling error.

**7. PENALTIES**

If «Customer Name» fails to submit prescheduling or real-time scheduling information to BPA as required and by the deadlines in section 4 of this exhibit, then «Customer Name» may be subject to applicable UAI charges, consistent with BPA’s applicable Wholesale Power Rate Schedules and GRSPs.

**8. AFTER THE FACT**

BPA and «Customer Name» agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and «Customer Name» shall verify all transactions pursuant to this Agreement as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

*Option 1: Include the following for customers exclusively served by Transfer Service. And include for customers that have load BOTH directly connected and served by Transfer Service.*

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

BPA may unilaterally revise this exhibit:

(1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or

(2) to comply with requirements of WECC, NAESB, or NERC, or their successors or assigns, or

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

(3) to update the table in section 4.3.6 to reflect which resources BPA provides TCMS for.

*End Option 1a*

*Option 1b: Include the following for customers with TSS-Partial*

(3) to update the table in section 4.3.6 to reflect which resources BPA provides TCMS for, or

(4) to remove and replace Transmission Scheduling Services‑Partial with Transmission Scheduling Services‑Full pursuant to the removal terms and conditions in section 1.3.2 and section 4.2.

*End Option 1b*

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA’s sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

*End Option 1*

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

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

9.1 **BPA’s Right to Revise the Exhibit**

BPA may unilaterally revise this exhibit:

(1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or

(2) to comply with requirements of WECC, NAESB, or NERC, or their successors or assigns, or

*Option 2a: Include the following for customers with TSS-Full*

(3) to update the table in section 4.3.6 to reflect which resources BPA provides TCMS for.

*End Option 2a*

*Option 2b: Include the following for customers with TSS-Partial*

(3) to update the table in section 4.3.6 to reflect which resources BPA provides TCMS for, or

(4) to remove and replace Transmission Scheduling Services‑Partial with Transmission Scheduling Services‑Full pursuant to the removal terms and conditions in section 1.3.2 and section 4.2.

*End Option 2b*

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA’s sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

9.2 **«Customer Name»’s Right to Cease Purchasing Transmission Scheduling Service and the Associated Exhibit Revision**

If «Customer Name» is no longer purchasing:

(1) BPA’s Diurnal Flattening Service; or

(2) BPA’s Secondary Crediting Service; or

(3) power from BPA at a Tier 2 rate;

then «Customer Name», with six months’ notice to BPA, may elect to cease purchasing Transmission Scheduling Service from Power Services and the Parties shall modify this exhibit to eliminate the terms and conditions of such service.

*End Option 2*

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

*End Option 1*

*Option 2: Include for directly-connected customers with a BPA NT Agreement that have not elected to purchase Diurnal Flattening Service, Secondary Crediting Service, or to purchase power at a Tier 2 rate:*

**Exhibit F**

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

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

If «Customer Name»:

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

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

(3) purchases power from BPA at a Tier 2 rate,

then Power Services shall provide and «Customer Name» shall purchase Transmission Scheduling Service. In such case, the Parties shall revise this exhibit to include the terms and conditions of such service.

If «Customer Name» is not required to purchase Transmission Scheduling Service, pursuant to the paragraph above, then «Customer Name», with six months’ notice, may purchase Transmission Scheduling Service from Power Services and the Parties shall modify this exhibit to add the terms and conditions of such service.

**2. SCHEDULING OF DEDICATED RESOURCES**

«Customer Name» shall electronically copy BPA Power Services on all preschedule and real-time electronic tags (E‑Tags) associated with the delivery of «Customer Name»’s Dedicated Resources, if any, as listed in sections 2, 3, and 4 of Exhibit A.

**3. AFTER THE FACT**

BPA and «Customer Name» agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and «Customer Name» shall verify all transactions pursuant to this Agreement as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

**4. REVISIONS**

BPA may unilaterally revise this exhibit:

(1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or

(2) to comply with requirements currently set by WECC, NAESB, or NERC, or their successors or assigns.

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA’s sole judgment, less notice is necessary to comply with an emergency change to the requirements of the WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

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

*End Option 2*

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

**Exhibit F**

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

**1. SCHEDULING OF DEDICATED RESOURCES**

«Customer Name» shall electrically copy BPA Power Services on all preschedule and real-time E‑Tags associated with the delivery of «Customer Name»’s Dedicated Resources, if any, as listed in sections 2, 3, or 4 of Exhibit A.

**2. AFTER THE FACT**

BPA and «Customer Name» agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and «Customer Name» shall verify all transactions pursuant to this Agreement as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

**3. REVISIONS**

BPA may unilaterally revise this exhibit:

(1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or

(2) to comply with requirements of the WECC, NAESB, or NERC, or their successors or assigns.

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA’s sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

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

*End Option 3*

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

**Exhibit G**

**THIS EXHIBIT INTENTIONALLY LEFT BLANK*(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 principles of this Exhibit G. However, if any customer elects to serve its Above‑RHWM Load with a Mid‑C Resource Over Non‑Firm consistent with section 4.3.4.1.2 of Exhibit F, then the Mid‑C Resource Over Non‑Firm will be treated as a non-federal resource for purposes of the established caps and limitations included in section 1 and section 2 of this Exhibit G, which shall be applied and adjusted accordingly for any customer’s eligible Mid‑C Resources Over Non-Firm election. The remaining principles of Exhibit G will not apply to eligible Mid‑C Resources Over Non-Firm, and instead BPA’s support and assistance to customers regarding Transfer Service for such will be pursuant to the principles, terms, and conditions as stated in the Transfer Customers’ Non‑Federal Market Purchase Exchange section of Exhibit D.***(07/14/17 Version)***

**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.

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*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.

*End Option 2*

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