



Umatilla Electric Cooperative (UEC) is a BPA load following customer with a diverse load profile, including significant New Large Single Loads (NLSL) and Above-Rate Period High Water Mark (A-RHWM) loads. UEC is keenly interested in BPA's participation in the Western Resource Adequacy Program (WRAP) and the potential impacts on UEC and its members. The questions below are intended to assist UEC in better understanding the load exclusion process, costs and obligations that were discussed during BPA's June 13 presentation.

Questions

- (1) Does the FCRPS have adequate Qualifying Capacity Contribution during the Capacity Critical Hours for all of its LRE obligations including NLSL loads through the end of the Regional Dialogue Power Sales Agreement (RD PSA) term? Would you please provide this analysis?
- (2) Can a customer choose to exclude only a *portion* of an NLSL load from BPA's WRAP coverage? Are there specific criteria that must be met to exclude a portion of an NLSL load?
- (3) If an NLSL load is excluded from the BPA WRAP coverage, does the customer have any obligation(s) under the WRAP (e.g., to secure resources to support a share of Planning Reserve Margin for that excluded NLSL load or demonstrate transmission arrangements for load service, etc.)?
- (4) If an NLSL load is excluded from the BPA WRAP coverage, will transmission curtailments and load excursions continue to be treated as they are currently by BPA (e.g., with NR ESS, TCMS, UAI penalties, etc.)? Will BPA's participation in the WRAP change in any way the application or calculation of NR ESS, TCMS, UAI penalties, etc. If so, please explain.
- (5) Is BPA contemplating a separate or different UAI charge for loads excluded from BPA's WRAP coverage? If so, please explain.
- (6) If a customer chooses to exclude an NLSL load (or part of an NLSL load) from BPA WRAP coverage, can that decision be changed? If so, can this be done every rate case period? What would be the deadline for this decision? What are the conditions for these elections?
- (7) Please provide the attestation that BPA will require of a customer, coordinating with BPA, to exclude all or a portion of an NLSL load from BPA WRAP coverage?
- (8) What is the anticipated cost-basis for assessing a charge or penalty for NLSL load that is NOT excluded from BPA's WRAP coverage, but still served with unspecified resources – for example, if documentation for known/existing resources to serve unspecified obligations is NOT submitted? How is the application of a new charge consistent with the RD PSA terms and conditions?

- (9) What is the anticipated cost-basis for credits awarded to customers using known/existing resources rather than unspecified resources for serving A-RHWM loads? How is the application of this credit consistent with the RD PSA terms and conditions?
- (10) Will BPA consider allowing NLSL and A-RHWM loads that are included in the BPA WRAP coverage to be served with unspecified resources without charges, credits, or lack of credits, at least through the term of the RD PSA?
- (11) Will BPA allow changes to the purchase period election Exhibits of the Regional Dialogue contracts in order to update specified and unspecified resource amount elections, Tier 2 elections, RSS elections, etc.? Are there any other changes to election rights or deadlines anticipated as a result of BPA's participation in the WRAP? Please explain.

Thank you for the opportunity to submit these questions. UEC looks forward to further discussion of the issues raised by BPA's participation in the WRAP.