**Summary of Changes**

Edits proposed to section 15, Metering are clean-up in nature to reflect current practices and are updated to provide more consistency between the Load Following version and Slice/Block and Block versions. In a few instances, BPA removed language referring to the provision of meter data information when the requirement was already captured in section 17, Information Exchange and Confidentiality. Since the drafting of Regional Dialogue (RD), BPA’s Transmission Services has executed Network Operating Agreements (NOA) with its NT customers, which include language regarding the ownership, operation, maintenance and financial responsibilities for meters. In Provider of Choice language, BPA is proposing language that refers to the NOA, BPA’s Metering Application Requirements, other BPA’s Transmission Services’ agreements, and BPA’s metering website. For the Slice and Block, the current RD language for section 15.1 includes two options, and BPA is proposing to include one version going forward.

**Edits of Particular Note**

N/A

**Reservation of Rights**

The following draft language to Section 15, including but not limited to the proposed edits and comments provided by WPAG below, are not agreed to by any WPAG member and are provided for discussion purposes only. The draft Provider of Choice contracts, including this section, are subject to WPAG’s ongoing review and recommended revision. WPAG reserves all rights to subsequently reject the language below, in whole or in part, and/or propose alternative language, including the right to reject or propose alternatives to the edits proposed by WPAG in this draft.

*Include in* ***LOAD FOLLOWING*** *template:*

**15. METERING*(06/07/24 Version)***

15.1 **Measurement**

By September 30, 2027, the Parties shall ensure that meters are installed on all PODs listed in Exhibit E, consistent with the requirements of this section 15. Unless otherwise stated in Exhibit E, 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; or

(3) the Parties shall use meter data provided by «Customer Name» to BPA in a mutually agreed manner to measure the amount of power purchased.

If the metering equipment associated with the meters listed in Exhibit E fails to properly measure or record the interval readings, then BPA shall follow the Metering Usage Data Estimation Provision of BPA’s applicable 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 **BPA Owned Meters**

At BPA’s expense, BPA shall operate, maintain, and replace, as necessary, all metering equipment owned by BPA that is needed to plan, schedule, and bill for «Customer Name»’s power needs under this Agreement consistent with «Customer Name»’s Network Operating Agreement, BPA’s Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA. «Customer Name» authorizes BPA to maintain and replace any BPA owned 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, consistent with «Customer Name»’s Network Operating Agreement, BPA’s Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

If, at any time, either Party 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 consistent with «Customer Name»’s Network Operating Agreement, BPA’s Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

15.3 **Non-BPA Owned Meters**

15.3.1 **Non-BPA Owned Meters Owned by «Customer Name»**

At «Customer Name»’s expense, «Customer Name» shall operate, maintain, and replace, as necessary, 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 and Energy Storage Devices listed in Exhibit A that are interconnected to «Customer Name»’s system.

For the purpose of inspection, «Customer Name» shall grant BPA reasonable physical access to «Customer Name» meters at BPA’s request, consistent with «Customer Name»’s Network Operating Agreement, BPA’s Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

If, at any time, BPA or «Customer Name» determines that a «Customer Name» owned meter listed in Exhibit E is defective or inaccurate, then «Customer Name» shall adjust, repair, or replace the meter, or shall make commercially reasonable efforts to arrange for the completion of such actions, to provide accurate metering as soon as practical. BPA shall have the right to witness any meter tests conducted by «Customer Name» on «Customer Name» owned meters listed in Exhibit E, consistent with «Customer Name»’s Network Operating Agreement, BPA’s Metering Application Requirements, or their successors, or other agreements «Customer Name» has with 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 and Energy Storage Devices 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, consistent with «Customer Name»’s Network Operating Agreement, BPA’s Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

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

For non-BPA owned meters owned by a Third-Party Transmission Provider for which BPA holds a transmission contract for service to «Customer Name» load, 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 installed by either Party shall meet the American National Standard Institute standards and the Requirements for Instrument Transformers, or their replacement as specified in BPA’s applicable metering procedures and requirements posted to BPA’s publicly accessible metering services website as of the date of installation.

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. BPA shall list «Customer Name»’s PODs, POMs, Interchange Points, as applicable, and related information in Exhibit E.

*END* ***LOAD FOLLOWING*** *template.*

*Include in* ***BLOCK*** *and* ***SLICE/BLOCK*** *templates:*

**15. METERING*(XX/XX/XX Version)***

15.1 **Requirements for Meters**

For purposes of forecasting, planning, or billing and pursuant to the requirements of section 17.5, BPA may require «Customer Name» to provide BPA some or all of «Customer Name»’s load data. Additionally, for purposes of forecasting, planning or billing, BPA may require «Customer Name» to provide BPA access to load meter data.

If, during the term of this Agreement, BPA determines that the load data BPA has requested and «Customer Name» has provided to BPA is not adequate or verifiable, or if BPA determines that either load or resource meter data is needed to administer this Agreement, then «Customer Name» shall allow BPA to install BPA owned meters, at BPA’s expense, to collect such data.

For all new meters and for all existing meters listed in Exhibit E, used by BPA for forecasting, planning, or billing, the following requirements shall apply.

15.1.1 **BPA Owned Meters**

At BPA’s expense, BPA shall operate, maintain, and replace, as necessary, all metering equipment owned by BPA that is needed to forecast, plan, or bill for «Customer Name»’s power needs under this Agreement consistent with «Customer Name»’s Network Operating Agreement, BPA’s Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA. «Customer Name» authorizes BPA to maintain and replace any BPA owned metering equipment on «Customer Name» facilities that is reasonably necessary to forecast, plan, or 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, consistent with «Customer Name»’s Network Operating Agreement, BPA’s Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

If, at any time, either Party 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 consistent with «Customer Name»’s Network Operating Agreement, BPA’s Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

15.1.2 **Non-BPA Owned Meters**

15.1.2.1 **Non-BPA** **Owned Meters Owned by** «**Customer Name»**

At «Customer Name»’s expense, non-BPA metering equipment that is owned by that is needed by BPA to forecast, plan, or bill for «Customer Name»’s power needs under this Agreement. For the purpose of inspection, «Customer Name» shall grant BPA reasonable physical access to «Customer Name»’s meters at BPA’s request, consistent with «Customer Name»’s Network Operating Agreement, BPA’s Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

If, at any time, BPA or «Customer Name» determines that a «Customer Name» owned meter listed in Exhibit E is defective or inaccurate, then «Customer Name» shall adjust, repair, or replace the meter, or shall make commercially reasonable efforts to arrange for the completion of such actions, to provide accurate metering as soon as practical. BPA shall have the right to witness any meter tests conducted by «Customer Name» on «Customer Name» owned meters listed in Exhibit E, consistent with «Customer Name»’s Network Operating Agreement, BPA’s Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

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

For non-BPA owned meters not owned by «Customer Name» needed by BPA to forecast, plan, or 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.

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, consistent with «Customer Name»’s Network Operating Agreement, BPA’s Metering Application Requirements, or their successors, or other agreements «Customer Name» has with BPA.

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

For non-BPA owned meters owned by a Third-Party Transmission Provider for which BPA holds a transmission contract for service to «Customer Name» load, the metering arrangements shall be between BPA and the Third-Party Transmission Provider.

15.1.3 **New Meters**

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

All new and replaced meters installed by either Party shall meet the American National Standard Institute standards and the Requirements for Instrument Transformers, or their replacement as specified in BPA’s applicable metering procedures and requirements posted to BPA’s publicly accessible metering services website as of the date of installation.

15.2 **Metering an NLSL**

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

15.3 **Metering Exhibit**

«Customer Name» shall provide meter data specified in section 17.3. BPA shall list «Customer Name»’s PODs, POMs, Interchange Points as applicable, and related information in Exhibit E.

*END* ***BLOCK*** *and* ***SLICE/BLOCK*** *templates.*