**Reservation of Rights:** *All draft Provider of Choice (POC) contract language presented by BPA for discussion is subject to ongoing review and revision. Prior to finalizing the POC contract templates, BPA will publish complete contract templates for public review and comment. BPA acknowledges that failure to offer edits or comments on this document does not preclude a stakeholder from offering edits or comments during the formal public review.*

**Summary of Changes –Information Exchange and Confidentiality**

Consistent with the final policy, BPA is expanding on the data the Parties have the right to request from one another in order to administer the agreement.

During Regional Dialogue (RD), BPA has routinely waived the reporting requirements of section 18, Conservation and Renewables. For Provider of Choice, the one element from section 18 that BPA would like to retain the ability to request is customers’ long-term integrated resource plans. BPA proposes to pull the ability to request IRPs into a new section 17.2.4 within Information Exchange and Confidentiality and *not* retain the remainder of the reporting elements in RD section 18, Conservation and Renewables in the Provider of Choice contracts (see section 18 in this document below section 17).

Additionally for Provider of Choice, BPA is proposing to pull RD section 19, Resource Adequacy, wholesale, into the Information Exchange and Confidentiality provision as a new section 17.2.3. These resource adequacy provisions require certain customers to send forecasted loads and resources data to PNUCC annually in order to facilitate PNUCC’s region-wide assessment of loads and resources. Since joining WRAP, resource adequacy will have different significance during Provider of Choice than it did during RD. BPA felt: 1. if retained as a stand-alone Resource Adequacy section, customers will go to that section thinking it is much broader and contain provisions about WRAP compliance and 2. the PNUCC reporting fits well within the reporting section of 17.2, Reports.

Following the 6/10/24 workshop, BPA received comments from NRU and WPAG; their comments have been combined into this one document. NRU’s comment is in a comment box attached to section 17.6, Confidentiality. WPAG suggested new contract language at the bottom of section 17.2.3; it’s highlighted yellow for easy viewing. BPA further discussed the provision at the 7/16 workshop and has collaborated with both PNUCC and Council.

For the 9/18/24 workshop, BPA proposes to accept WPAG’s suggested edits as shown at the end of section 17.2.3; the only difference between the proposed Load Following and Block & Slice versions is a section reference. Additionally, BPA is proposing a new addition in section 17.1, naming historical hourly load and resource data as an example of load and resource metering information BPA may request from a customer if needed to administer the contract; highlighted turquoise.

**Edits of Particular Note**

N/A

**Reservation of Rights**

The following draft language has not been agreed to by NRU or any NRU member and is provided for discussion purposes only. The draft Provider of Choice contract red-lines, including this section, are subject to NRU’s ongoing review and recommended revision. NRU reserves the right to subsequently object to, and if necessary, 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 NRU in this draft.

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

17.1 **General Requirements**

Upon request, each Party shall provide the other Party 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, forecast and monitor large loads and NLSLs, and otherwise implement this Agreement. For example, this obligation includes, but is not limited to: (1) load and resource data relating to large loads and NLSLs; (2) transmission and power scheduling information; (3) load and resource metering information (such as customer system one-line and metering diagrams, loss factors, historical hourly load and resource data, etc.); and, (4) Energy Storage Device data.

In addition, «Customer Name» shall provide information BPA requests about Dedicated Resources for purposes of meeting: (1) BPA’s statutory obligations under section 7(b) of the Northwest Power Act and (2) regional resource adequacy programs and market participation.

The Parties shall make best efforts to provide information requested under this section 17.1 within the time frame specified in the request. 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.

17.2.3 By November 30, 2028, and by November 30 each year thereafter, «Customer Name» shall provide to the Pacific Northwest Utilities Conference Committee (PNUCC), or its successor, forecasted loads, Energy Storage Devices, 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 Resource Adequacy Advisory Committee, 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 17.2.3 are waived if «Customer Name»: (1) purchases all the power to serve its Total Retail Load from BPA and (2) uses no Energy Storage Device(s) to serve its Total Retail Load.

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

«Customer Name» may require PNUCC or Council to execute a commercially reasonable non-disclosure agreement consistent with the terms of section 17.6~~, as applicable,~~ before providing such entities the data and information required pursuant to this section 17.2.3, as applicable.

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

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

«Customer Name» may require PNUCC or Council to execute a commercially reasonable non-disclosure agreement consistent with the terms of section 17.8~~, as applicable,~~ before providing such entities the data and information required pursuant to this section 17.2.3, as applicable.

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

17.2.4 If «Customer Name» is required by applicable law, their transmission provider, or directive (i.e. utility board resolution) to prepare and publish long-term integrated resource plans or resource forecasts, then Power Services may request and «Customer Name» shall provide Power Services with updated copies of such.

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 each Party is responsible. «Customer Name» shall ensure BPA has access to all data from load, Energy Storage Device, and resource meters that BPA determines are necessary to administer this Agreement including to forecast, plan, schedule, and bill under this Agreement. Access to these data shall be on a schedule agreed to by the Parties. Meter data include, but are not limited to: «Customer Name»’s actual amounts of energy used, expended, or stored for loads,resources, and Energy Storage Devices, 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 and 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 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, then «Customer Name» shall provide BPA with advance notice by e‑mailing BPA at: (1) mdm@bpa.gov and (2) the contacts shown in Exhibit I: (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.

«Customer Name» shall follow all applicable metering procedures and requirements posted to BPA’s publicly accessible metering services website. Such requirements include, but are not limited to, specifying the number of required advance days’ notice for the events listed above.

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 contacts shown in Exhibit I 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.

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

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 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.

17.7 **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 1 megawatt 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* ***LOAD FOLLOWING*** *template.*

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

17.5 **Hourly Total Retail Load Data**

BPA shall notify «Customer Name» by June 30, 2027, 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. «Customer Name» shall submit such data in a comma-separated-value (csv) format with the time/date stamp in one column and load amounts, with units of measurement specified, in another column.

17.5.1 By December 31, 2027, «Customer Name» shall send to BPA «Customer Name»’s actual hourly Total Retail Load data for Fiscal Year 2018 through Fiscal Year 2027.

17.5.2 By December 31, 2028, and by December 31 of each year thereafter, «Customer Name» shall send BPA «Customer Name»’s actual hourly Total Retail Load data for the immediately preceding Fiscal Year.

17.6 **Total Retail Load Forecast**

By June 30, 2028, and by June 30 of each year thereafter, «Customer Name» shall provide BPA a forecast of «Customer Name»’s monthly energy and «Customer Name»’s system coincidental peak of «Customer Name»’s Total Retail Load for the upcoming ten Fiscal Years. «Customer Name» shall e‑mail the forecast to BPA at kslf@bpa.gov, in a comma-separated-value (csv) format. «Customer Name» shall send the csv file with the following data elements in separate columns:

(1) four-digit calendar year,

(2) three-character month identifier,

(3) monthly energy forecast,

(4) unit measurement of monthly energy forecast,

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

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

17.7 **Transparency of Net Requirements Process**

17.7.1 **Data Made Publicly Available**

By July 31, 2028, and by July 31 every year thereafter, BPA shall make the following information publicly available to «Customer Name» and all other BPA regional utility customers with a CHWM:

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

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

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

17.7.2 **Waiver of Confidentiality and Comment Process**

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

17.8 **Confidentiality**

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

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

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

**SECTION 18. CONSERVATION AND RENEWABLES**

**Summary of Changes**

With the exception of retaining the ability to request customers’ long-term integrated resource plans, now located in 17.2.4, BPA proposes to *not* retain the ability to request the remainder of the data elements in RD section 18, Conservation and Renewables in the Provider of Choice contracts.

**SECTION 19. RESOURCE ADEQUACY**

**Summary of Changes**

With WRAP, resource adequacy has taken on a significance that is different than when the Regional Dialogue contracts were drafted. The Regional Dialogue contracts have a stand-alone contract provision that largely consists of a requirement that the customer report its load and resources data to PNUCC. In Provider of Choice, there will be WRAP-related requirements sprinkled throughout the contract. BPA felt including this as a stand-alone section in Provider of Choice would be misleading.

We propose to retain the requirements largely as they are, but move them into a “Reports” subsection within Section 17, Information Exchange and Confidentiality.