**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:**

Proposed changes are mostly clean up in nature but include removal of the language referring to “Notice Deadlines” that were associated with Purchase Period elections under the Regional Dialogue contract and changing timing for adding “Specified Resources”.

**Edits of Particular Note:**

Gray highlighted text indicates language outside of scope.

**Related Definitions**

2.«##» “Dedicated Resource”***(XX/XX/XX Version)*** means a Specified Resource or a Committed Power Purchase 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.«##» “Eligible Annexed Load”***(XX/XX/XX Version)*** 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.

*Reviewer’s Note: This is the current draft definition from the PRDM, included here for reference.*

2.«##» “Resource Support Services (RSS)” means a suite of services BPA Power Services provides to integrate Federal and Non-Federal Resources defined in the Power Sales Contract, and priced in each 7(i) Process consistent with Section 6 of the PRDM.

2.«##» “Specified Resource”***(XX/XX/XX Version)*** means a Generating Resource or Contract Resource that has a nameplate capability or maximum hourly purchase amount greater than 1.000 megawatt, 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.

*Reviewer’s Note: This is a new definition for review together with the new draft section 3.5.2. It would be added to section 2, Definitions.*

2.«##» “Tier 1 Allowance Amount”***(XX/XX/XX Version)*** means the aggregate total nameplate capacity of qualifying Specified Resources listed in section 2 of Exhibit A that «Customer Name» is applying to offset its purchase obligation in accordance with section 3.5.2.

\*\*\*

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

3.5 **Changes to Dedicated Resources*(XX/XX/XX Version)***

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

With written notice to BPA by July 31 of a Forecast Year, «Customer Name» may elect to add Specified Resources to section 2 of Exhibit A, with amounts effective at the start of the upcoming Rate Period, to meet any obligation «Customer Name» may have in Exhibit C to serve its Above-CHWM Load with Dedicated Resources. The following apply for such Specified Resources:

(1) Amounts for such Specified Resources shall be determined 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 RSS from BPA to support such Specified Resources.

BPA shall revise Exhibit A consistent with «Customer Name»’s

elections by March 31 following «Customer Name»’s elections under

this section 3.5.1.

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

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

3.5 **Changes to Dedicated Resources*(XX/XX/XX Version)***

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

With written notice to BPA by June 30, 2028, and by June 30 of each Fiscal Year thereafter, «Customer Name» may elect to add Specified Resources to section 2 of Exhibit A to meet any obligations «Customer Name» may have in Exhibit C to serve its Above-CHWM Load with Dedicated Resources. Amounts for such Specified Resources shall be determined in accordance with section 3.3.1.2. BPA shall revise Exhibit A consistent with «Customer Name»’s elections.

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

*Reviewer’s Note: This section 3.5.2 was presented for review separately and is included here for reference only.*

3.5.2 **Specified Resources Added to Tier 1 Allowance** **Amount*(XX/XX/XX Version)***

At any time over the term of the Agreement and by written notice to BPA, «Customer Name» may request for BPA to add Specified Resources that meet the qualifying criteria in section 3.5.2.1 to its Tier 1 Allowance Amount in section 2 of Exhibit A. BPA shall review such request and revise Exhibit A as soon as reasonably practical to include such resources, provided that BPA determines in its sole discretion that the Specified Resources meet such qualifying criteria. Any qualifying Specified Resource included in the Tier 1 Allowance Amount shall remain in the Tier 1 Allowance Amount for the term of the Agreement unless the resource is removed consistent with section 3.5.6. Any qualifying Specified Resource included in the Tier 1 Allowance Amount shall be treated as an Existing Resource for purposes of temporary resource removal as provided in Section 10.

3.5.2.1 **Tier 1 Allowance Amount Limit**

«Customer Name»’s Tier 1 Allowance Amount shall be limited to the amount stated in section 2 of Exhibit A, and shall not exceed the lesser of 5 MW or 50 percent of «Customer Name»’s CHWM reflected as a megawatt value. Such value will be considered the Tier 1 Allowance Amount limit. If BPA changes «Customer Name»’s CHWM consistent with section 1.2 of Exhibit B, then BPA shall recalculate «Customer Name»’s Tier 1 Allowance Amount limit and update Exhibit A if necessary. If «Customer Name» has a reduction to its CHWM, then BPA shall determine whether a reduction in the Tier 1 Allowance Amount limit is appropriate. In the event that BPA reduces «Customer Name»’s Tier 1 Allowance Amount limit, BPA will determine on a case-by-case basis the treatment of «Customer Name»’s resource(s).

3.5.2.2 **Qualifying Specified Resources For Tier 1 Allowance Amount**

Any Specified Resource «Customer Name» elects to add to its Tier 1 Allowance Amount must meet the following qualifying criteria:

1. the Specified Resource is a New Resource; and,
2. the Specified Resource is connected to «Customer Name»’s distribution system, regardless of voltage, and does not require the use of BPA or Third-Party Transmission Provider facilities; and,
3. the Specified Resource reduces «Customer Name»’s Total Retail Load.

3.5.2.3 **Treatment for Calculating Above-CHWM Load**

For purposes of calculating Above-CHWM Load, BPA shall treat qualifying Specified Resources added to «Customer Name»’s Tier 1 Allowance Amount under this section 3.5.2 equivalent to Existing Resources. «Customer Name»’s qualifying Specified Resources included in the Tier 1 Allowance Amount may be subject to charges pursuant to the applicable Wholesale Power Rate Schedules and GRSPs.

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

3.5.3 **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.

3.5.4 **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 Committed Power Purchase Amounts to section 3.2 of Exhibit A in the amount and for the duration of such decrement.

3.5.5 **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.

3.5.6 **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.

3.5.7 **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 3.5.7.1 and 3.5.7.2 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.

3.5.7.1 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.

3.5.7.2 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 as stated in Exhibit C.

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

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

3.5.3 **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.

3.5.4 **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 Committed Power Purchase Amounts to section 3.2 of Exhibit A in the amount and for the duration of such decrement.

3.5.5 **Temporary Resource Removal**

By September 15, 2028, and by September 15 of each Fiscal Year thereafter, BPA shall revise «Customer Name»’s Dedicated Resource amounts listed in the tables of Exhibit A consistent with «Customer Name»’s resource removal elections made in accordance with section 10.

3.5.6 **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.

3.5.7 **Resource Additions for Annexed Loads**

If «Customer Name» acquires an Annexed Load after the Effective Date, «Customer Name» shall add Dedicated Resources to Exhibit A to serve amounts of such load for which «Customer Name» did not receive a CHWM addition pursuant to section 1.2.2 of Exhibit B. «Customer Name» shall serve such load with Dedicated Resources for the remainder of the Rate Period during which «Customer Name» acquires such load. For all Rate Periods after the Rate Period when «Customer Name» acquires an 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 as stated in Exhibit C.

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

3.5.8 **Resource Additions/Removals for NLSLs**

3.5.8.1 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: (1) an NLSL, or (2) in «Customer Name»’s service territory.

3.5.8.2 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, 2044. «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.

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

3.5.9 **PURPA Resources**

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 RSS from BPA (or equivalent service) to support such resources for the term of this Agreement.

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

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

3.5.9 **PURPA Resources**

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.

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