

**Exhibit D**  
**ADDITIONAL PRODUCTS AND SPECIAL PROVISIONS**

*Reviewer's Note: The following provisions on Conservation Billing Credits are intended to be captured in Exhibit D of participants' Regional Dialogue contracts.*

**«#». CONSERVATION BILLING CREDITS**

BPA is authorized by section 6(h) of the Northwest Power Act to provide billing credits for conservation activities independently undertaken by a customer that result in a reduction of the customer's Net Requirement. Between October 1, 2015 and September 30, 2017 (FY 2016-2017 Rate Period), «Customer Name» elects to participate in BPA's conservation billing credit program pursuant to the December 2014 Supplement to BPA's Billing Credit Policy and ROD. Except as provided in section «#».2 below, «Customer Name» will not be allocated, nor receive, an Implementation Budget under its Energy Conservation Agreement (Contract No. 09PB-«#####»), or a successor contract, with BPA.

**«#».1 «Customer Name»'s Independent Conservation Funding Responsibilities and Energy Savings Range**

During the FY 2016-2017 Rate Period, «Customer Name» shall be responsible for achieving verified energy savings from independent conservation measures consistent with the specifications and requirements outlined in BPA's current Energy Efficiency Implementation Manual (Implementation Manual) and the BPA Energy Efficiency reporting system.

In lieu of «Customer Name» receiving an Implementation Budget, «Customer Name» shall spend at least the following amount to fund independent conservation measures and shall achieve, at a minimum, the following energy savings amount:

*Reviewer's Note: The ROD will explain methodology for calculating funding amount and energy savings minimum.*

<b>«Customer Name»'s Independent Conservation Funding and Energy Savings Minimum</b>		
<b>Rate Period</b>	<b>Funding Amount</b>	<b>Energy Savings Minimum</b>
FY 2016-2017	\$x	X

By [September 1?] of the Rate Case Year, the Parties shall revise this exhibit to include «Customer Name»'s independent conservation funding amount and range of energy savings listed in the table above. «Customer Name»'s required independent conservation funding amount and minimum energy savings target shall be calculated by BPA based on the Implementation Budget «Customer Name» would have received had it not elected to receive billing credits.

**«#».2 Access to Other BPA Conservation Funding**

«Customer Name»'s commitment to independent conservation spending at the funding amounts in the table in section «#».1 above is not in any way

intended to preclude «Customer Name» from being eligible to receive additional funding for conservation from the following, including, but not limited to: Implementation Budget funding through bilateral transfers from other customers, funding made available through BPA’s unassigned account, and other programs and procedures as described in the Implementation Manual.

«#».3 **Billing Credit Amount**

Starting October 1, 2015 and for the 143 consecutive months following, BPA shall apply a billing credit to «Customer Name»’s monthly power bill in the following amount:

<b>«Customer Name»’s Monthly Billing Credit Amount</b>
\$###

Under no circumstances will BPA’s monthly billing credit amount to «Customer Name» exceed the amount in the table above. By [September 1?] of the Rate Case Year, the Parties shall revise this exhibit to include «Customer Name»’s monthly billing credit amount in the table above.

«#».4 **Documentation, Reporting, and the Implementation Manual**

When undertaking conservation measures, «Customer Name» shall follow the documentation and reporting requirements included in the Implementation Manual. «Customer Name» shall be subject to the Oversight Review Process outlined in the Implementation Manual as well as all other applicable terms and conditions of the Implementation Manual.

«#».5 **Failure to Perform**

If BPA determines that: (1) «Customer Name» did not fund conservation at the dollar amount listed in the table in section «#».1 above, or (2) «Customer Name» did not achieve the minimum target amount of verified energy savings listed in the table in section «#».1 above, then BPA shall institute a financial true-up. The financial true-up shall reduce «Customer Name»’s billing credit payment by the percentage of underperformance of either funding amount or energy savings, whichever is larger. In such instance, the Parties shall revise the table in section «#».3 above to capture the adjusted monthly billing credit amount.

«#».6 **BPA’s Right to Adjust Billing Credit Amount**

In order to ensure that the rate impact of providing the billing credit to «Customer Name» is no more than if BPA had funded «Customer Name»’s Implementation Budget , BPA shall have the right to adjust «Customer Name»’s billing credit amount to reflect interest rate savings available to BPA. BPA may only adjust «Customer Name»’s billing credit amount if: (1) there are no less than [48 months] of billing credits remaining and (2) interest rates have lowered by at least 200 basis points]. BPA may only make one such adjustment over the term of the billing credit payments.

*Reviewer's Note: If in a future Rate Period BPA offers a billing credit vintage where billing credit payments would extend past 2028, then BPA will need to develop provisions to address what happens to billing credits when the Regional Dialogue Contract terminates.*

**«#».7 Other Billing Credit Terms and Conditions**

Neither Party shall have the right to terminate participation in the FY2016-FY2017 Billing Credit Program. BPA may not accelerate nor decelerate the billing credit payment schedule. All obligations in this section «#» are preserved until satisfied.