

# **“Redline” Comparison of Subscription vs. Regional Dialogue Template**

**10/19/07**

This is a tool to understand the specific differences between specific clauses of the Master Regional Dialogue template and the Subscription templates for Public customers (except Slice):

- Full Service template
- Simple Partial template
- Complex Partial template
- Block template

Limitations of this Comparison: This document represents our good faith effort to identify the specific differences between Subscription and Regional Dialogue templates. However, due to limitations in the way that Microsoft Word performs this type of comparison AND because the Subscription non-Slice templates had slight variations in some clauses (generally definitions) this comparison should not be considered definitive. Upon request, BPA can make Subscription templates available if customers wish to compare each one with the Master Regional Dialogue template.

Contract No. 09PB-«#####»  
POWER SALES AGREEMENT

executed by the  
BONNEVILLE POWER ADMINISTRATION  
and  
«FULL NAME OF CUSTOMER»

Table of Contents

Section	Page
1. Term <u>and Termination</u> .....	
2. Definitions .....	
<del>3. Applicable Rates Priority Firm Power Product .....</del>	
<del>4. Priority Firm Power Product Applicable Rates .....</del>	
5. <del>Load Loss Take-or-Pay</del> .....	
<del>6. Retail Access Implementation Unauthorized Increase Charge .....</del>	
<del>7. Specific Load Treatments .....</del>	
<del>7.8. Scheduling .....</del>	
<del>8.9. Delivery .....</del>	
<del>9.10. Measurement .....</del>	
<del>10.11. Billing and Payment .....</del>	
<del>11.12. Notices and Contact Information .....</del>	
<del>12.13. Cost Recovery .....</del>	
<del>13.14. Uncontrollable Forces .....</del>	
<del>14.15. Governing Law and Dispute Resolution .....</del>	
<del>15.16. Statutory Provisions .....</del>	
<del>    a. Annual Financial Report and Retail Rate Schedules .....</del>	
<del>    b. Insufficiency and Allocations .....</del>	
<del>    c. New Large Single Loads .....</del>	
<del>    d. Priority of Pacific Northwest Customers .....</del>	
<del>    e. Prohibition on Resale .....</del>	
<del>    f. Use of Regional Resources .....</del>	
<del>    g. BPA Appropriations Refinancing Act .....</del>	
<del>16.17. Standard Provisions .....</del>	
<del>    a. Amendments .....</del>	
<del>    b. Assignment Entire Agreement and Order of Precedence .....</del>	
<del>    c. Information Exchange and Confidentiality .....</del>	
<del>    d. Entire Agreement Assignment .....</del>	
<del>    e. Exhibits .....</del>	
<del>    f.e. No Third-Party Beneficiaries .....</del>	
<del>    g.f. Waivers .....</del>	
<del>    h.g. BPA Policies .....</del>	
<del>    i. Severability .....</del>	
<del>    j.h. Rate Covenant .....</del>	
<del>    k.i. Hold Harmless .....</del>	
<del>17. Termination</del>	
18. Signatures .....	

Exhibit A	<del>Rate Commitments</del> <u>Resource Commitments and Net Requirements</u>
Exhibit B	<del>Billing Rate Commitments for Net Requirements Power</del>
Exhibit C	<del>Net Requirements</del> <u>Rate Adjustments, Additional Products, and Special Provisions</u>
Exhibit D	<del>Additional Products, and Special Provisions</del> <u>Tier 1 (FBS) Resources</u>
Exhibit E	<del>Points of Measurement</del> <u>Metering</u>
Exhibit F	Scheduling

RECITALS

This Agreement will replace Contract No. « \_\_\_\_\_ » which continues through September 30, ~~2011, 2001.~~

BPA has ~~functionally separated administratively divided~~ its organization into ~~two business lines in~~ order to functionally separate the administration and ~~decision-making decisionmaking~~ activities of BPA’s power ~~business from the administrative and decisionmaking activities of its~~ transmission ~~functions. business.~~ References in this Agreement to ~~the~~ Power ~~Services or Transmission Services Business Line~~ are solely for the purpose of ~~clarifying establishing~~ which BPA ~~function business line~~ is responsible for ~~administrative activities that are jointly performed. the administration of this Agreement.~~

The ~~parties Parties~~ agree:

1. **TERM AND TERMINATION (09/04/07(05/05/00 Version)**

This Agreement takes effect on the date signed by ~~the parties and expires BPA and «Customer Name». Add “, subject to « \_\_\_\_\_ » approval” if third party approval of the agreement is required.~~ Performance by BPA and «Customer Name», ~~(except for the preparatory actions for performance), shall commence on October 1, 2011, and shall continue through September 30, 2028, unless terminated sooner under section 11(d) or 16(f). See section 3 for the term of power service. (Expiration Date).~~

2. **DEFINITIONS (09/04/07(04/27/00 Version)**

Capitalized terms ~~that are not listed below are either in this Agreement shall have the meanings defined within the section in which the term is used or below, in the exhibits or in context.~~ All other capitalized terms and acronyms are defined in BPA’s applicable Wholesale Power Rate Schedules, including the General Rate Schedule Provisions ~~(GRSPs). (GRSPs), or its successors.~~

(a) ~~“Alternate Supplier” (04/27/00 Version) means an entity, other than «Customer Name», or a consumer of «Customer Name» serving its own load with an on-site resource, that provides electric power service directly to a retail electric power consumer that receives service over the distribution system of «Customer Name» under Voluntary Retail Access or Mandated Retail Access.~~

~~Include in Load Following template unless customer is outside the BPA control area and is not served by transfer~~

(b) ~~“Amounts Taken” (04/27/00 Version) means firm the amount of power that is sold provided by BPA to serve «Customer Name» to meet BPA’s obligations under sections 5’s load as measured at the Points of Measurement.~~

~~Include in Load Following template if customer is outside the BPA control area and is not served by transfer~~

(b) ~~“Amounts Taken” (04/27/00 Version) means the amount of power scheduled by «Customer Name» under Section 7 of this Agreement.~~

*Include in ~~Block~~ template*

~~(b) — “Amounts Taken” (04/27/00 Version) means an amount deemed equal to the amount of power scheduled by «Customer Name» under Section 7 of this Agreement or an amount of power as measured at Points of Measurement, as appropriate.~~

~~[OPTIONS]~~

~~(e) — “Annexed Load” (09/05/00 Version) means the amount of load, including the increase in load associated with an annexation, that is added to «Customer Name»’s distribution system after September 30, 2000, due to «Customer Name» acquisition by condemnation, purchase or other legal process, as authorized under applicable state law, of distribution facilities and the obligation to serve the retail electric power consumers connected to the facilities. Annexed Load amounts are shown in Exhibit A, Rate Commitments.~~

(a) — “Annexation” (09/04/07 Version) means the acquisition from another utility of existing load, existing distribution, and service territory by means of annexation, merger, condemnation, purchase, trade, or a judicial decision

~~(e) — “Contracted Power” (04/27/00 Version) means Firm Power and Surplus Firm Power provided under this Agreement.~~

~~(f) — “Diurnal” (04/27/00 Version) means the division of hours of the day between Heavy Load Hours (HLH) and Light Load Hours (LLH).~~

~~(g) — “Firm Power” (04/27/00 Version) means electric power that BPA will make continuously available to «Customer Name» under this Agreement.~~

(b) — “Firm Requirements Power” (10/17/07 Version) means firm power that is sold to «Customer Name» to meet BPA’s obligations under sections 5(b), (c), and (d) of the Northwest Power Act, and which BPA makes continuously available. Firm Requirements Power does not include Surplus Firm Power.

~~(d) — Calendar year to “Contract Year” or “CY” (04/27/00 Version) means the period that begins each October 1 and which ends the following September 30. For instance Contract Year 2012 begins October 1, 2011, and continues through September 30, 2012.~~

(c) — Fiscal Year” or “FY” (09/04/07 Version) means BPA’s fiscal year, which begins each October 1 and ends the following September 30.

~~(h) — “Mandated Retail Access” (06/02/00 Version) means the right, mandated either by Federal, or state law of retail electric power consumers to either acquire electric power service directly from one or more Alternate Suppliers of such electric power, or choose electric power service from a portfolio of power supply options, without «Customer Name» taking an ownership interest.~~

~~(i) “New Large Single Load” or “NLSL” (04/27/00 Version) means the definition established for NLSL in the Northwest Power Act, and which BPA makes continuously available as implemented in BPA’s NLSL policy.~~

~~(d) “New Large Single Load” or “NLSL” (09/04/07 Version) means a large single load as defined in section 3(13) of the Pacific Northwest Electric Power Planning and Conservation Act of 1980, P.L. 96-501 (Northwest Power Act) and as implemented under BPA’s NLSL policy.~~

~~(e) “Points of Delivery” (09/04/07 Version) means the transmission providers delivery point(s).~~

~~(f) “Points of Metering ” (10/15/07 Measurement) (04/27/00 Version) means the points at which power is measured.~~

~~Load Following template: Option 1-Include the following if the customer is inside the BPA Control Area or is served by transfer.~~

~~(l) “Points of Measurement” (04/27/00 Version) means the points at which Total Retail Load and Amounts Taken are measured as set forth in Exhibit E, Points of Measurement.~~

~~Load Following template Option 2-Include the following if the customer is outside the BPA Control Area and is not served by transfer.~~

~~(l) “Points of Measurement” (04/27/00 Version) means the interconnection points between BPA, «Customer Name» and other control areas, as applicable. Electric power amounts are established at these points based on metered amounts or scheduled amounts, as appropriate.~~

~~Block template (same text as Option 2 above)~~

~~(l) “Points of Measurement” (04/27/00 Version) means the interconnection points between BPA, «Customer Name» and other control areas, as applicable. Electric power amounts are established at these points based on metered amounts or scheduled amounts, as appropriate.~~

~~(m) “Points of Receipt” (04/27/00 Version) means the points of interconnection on the transmission provider's transmission system where Contracted Power will be made available to «Customer Name»’s transmission provider by BPA.~~

~~(n)(g) “Power Services” (09/04/07(09/05/00 Version) means that portion of the BPA organization, or its successor organization, within BPA that is responsible for the management and sale of federal power from the BPA’s Federal Columbia River Power System power.~~

~~(h) “Region” (09/04/07(04/27/00 Version) means the Pacific Northwest as defined definition established for “Region” in the Northwest Power Act.~~

~~(i) “Surplus Firm Power” (10/17/07(04/27/00 Version) means surplus firm electric power sold to «Customer Name» that is in excess of BPA’s obligations~~

~~under sections made available and sold consistent with section 5(b), (c), and (d)5(f) of the Northwest Power Act, and subject to the provisions of P.L. 88-552 which is not made continuously available, under this Agreement. . Surplus Firm Power does not include Firm Requirements Power.~~

**~~{OPTIONS}~~**

~~Option1 Include if the customer is inside BPA's Control Area or served by transfer.~~

~~(q) "Total Retail Load" (10/16/07(04/27/00 Version) means all electric power consumption, including electric system losses, within a utility's distribution system as measured at Points of Measurement, adjusted as needed for unmetered loads or generation, less nonfirm or interruptible loads agreed to by the Parties. No distinction is made between load that is served with Contracted Power and load that is served with electric power from other sources.~~

~~Option2 Include if the customer is outside BPA's Control Area and not served by transfer.~~

~~(q)(j) "Total Retail Load" (10/16/07(04/27/00 Version) means all electric power consumption including electric system losses, within a utility's distribution system as measured at Points of Measurement, adjusted as needed for:~~

~~(1) unmetered loads or generation,~~

~~(2) nonfirm or interruptible loads agreed to by the parties,~~

~~(3) Parties, transfer loads of other utilities served by «Customer Name», and «Customer Name»'s transfer loads located in other control areas, and losses on «Customer Name»'s transmission system. No distinction is made between load that is served with Contracted Power and load that is served with electric power from other sources.~~

~~(4) losses on «Customer Name»'s transmission system.~~

**~~{END OF OPTIONS}~~**

~~(r)(k) "Transmission Services" (09/04/07(04/27/00 Version) means that portion of the BPA organization, or its successor organization, within BPA that is responsible for the management and sale of transmission service on the Federal Columbia River Transmission System. (FCRTS).~~

~~(s) "Voluntary Retail Access" (06/02/00 Version) means retail access that is not Mandated Retail Access and under which the retail electric power consumer has the ability to either acquire electric power service directly from one or more Alternate Suppliers of such electric power, or choose electric power service from a portfolio of power supply options, without «Customer Name» taking an ownership interest.~~

**3. PRIORITY FIRM POWER PRODUCT**

*Reviewer's Note: No comparison made because this clause is not ready for detailed review of contract language.*

4. **APPLICABLE RATES**

*Reviewer's Note: No comparison made because this clause is not ready for detailed review of contract language.*

5. **~~LOAD LOSS TAKE OR PAY (09/04/07 Version)~~**

*Reviewer's Note: No comparison made because this clause is not ready for detailed review of contract language.*

6. **UNAUTHORIZED INCREASE CHARGE**

*Reviewer's Note: No comparison made because this clause is not ready for detailed review of contract language.*

7. **SPECIFIC LOAD TREATMENTS**

*Reviewer's Note: No comparison made because this clause is not ready for detailed review of contract language.*

~~Include in **Load following** template for customers who do not schedule:~~

~~7. **SCHEDULING (04/27/00 Version)**~~

~~The Parties shall amend this Agreement as needed if any transmission tariff or regulatory agency requires or recommends changes that BPA decides to accept, which BPA determines require power scheduling provisions be made a part of this Agreement.~~

~~Include in **Load following and block templates** for customers who schedule~~

~~7. **SCHEDULING (04/27/00 Version)**~~

~~All Contracted Power transactions under this Agreement shall be scheduled and implemented consistent with Exhibit F, Scheduling. The procedures for scheduling described in Exhibit F, Scheduling are the standard utility procedures followed by BPA for power transactions between BPA and other utilities or entities in the Region that require scheduling.~~

**[BEGIN 8. Scheduling OPTIONS**

**Drafter's Note: Include in **Load following** template only if the customer does not meet the conditions for scheduling when the contract is executed in 2008.:**

**8. SCHEDULING (09/04/07 Version)**

**«Customer Name» is not required to schedule power unless BPA provides notice that scheduling is necessary for reasons including, but not limited to, the following:**

**(a) «Customer Name» serves any portion of its load with non-federal power delivered from outside of «Customer Name»'s distribution system,**

**(b) «Customer Name» serves any portion of its load with Surplus Firm Power purchased from BPA, or**



(c) BPA determines that scheduling of power by «Customer Name» is required to comply with changes in any transmission tariff, industry standards, or business practices by a regulatory body whose standards BPA follows. *Todd: I am inclined to retain this condition unless you have a particular reason for deleting it. Some AE's have advised us to make it very clear that we will require customers to schedule under these circumstances.*

In this case, BPA shall add power scheduling provisions as an exhibit to this Agreement.

*Drafter's Note: Include in **Block and Slice/Block** templates. . Also include in **Load Following** template if customer meets the above conditions when contracts are executed in 2008:*

**8. SCHEDULING (09/04/07 Version)**

«Customer Name» shall schedule power in accordance with Exhibit F, Scheduling. **END 8. Scheduling OPTIONS!**

**9.8. DELIVERY**

(a) **Definitions**

(1) “Primary Points of Receipt” are the points on the Pacific Northwest transmission system where Firm Requirements Power is forecasted to be made available by Power Services to «Customer Name» for purposes of obtaining a long-term firm transmission contract.

(2) “Scheduling Points of Receipt” are the points on the Pacific Northwest transmission system where Firm Requirements Power is made available by Power Services to «Customer Name» for purposes of transmission scheduling.

(3) “Third Party Transmission Provider” means a transmission provider other than BPA or a regional transmission organization that delivers power to «Customer Name»

(4) “Transfer Service” means the transmission, distribution and other services provided by a Third Party Transmission Provider to deliver electric energy and capacity over its transmission system.

~~(a) **Transmission Service for Contracted Power(04/27/00 Version)**~~

~~This Agreement does not provide transmission services for, or include the delivery of, Contracted Power to «Customer Name», unless otherwise provided.(Drafter's Note: The words “unless otherwise provided” may be deleted if customer is not served by transfer.) «Customer Name» shall be responsible for executing one or more wheeling agreements with a transmission supplier for the delivery of Contracted Power (Wheeling Agreement). The Parties agree to take such actions as may be necessary to facilitate the delivery of Contracted Power to «Customer Name» consistent~~

~~with the terms, notice, and the time limits contained in the Wheeling Agreement.~~

~~(e) **Points of Receipt(06/27/00**~~

~~BPA shall make Contracted Power available to «Customer Name» under this Agreement at Points of Receipt solely for the purpose of scheduling transmission to points of delivery on «Customer Name»'s distribution system, unless otherwise provided. (Drafter's Note: The words "unless otherwise provided" may be deleted if customer is not served by transfer.) «Customer Name» shall schedule, if scheduling is necessary, such Contracted Power solely for use by its firm retail electric power consumer load. BPA, for purposes of scheduling transmission for delivery under this Agreement, specified Points of Receipt in a written notice to «Customer Name» prior to August 1, 2000.~~

~~If required by the Wheeling Agreement when BPA designates such Points of Receipt, BPA will provide capacity amounts for transmission under the Wheeling Agreement associated with the initial Points of Receipt that can be accepted as firm Points of Receipt under «Customer Name»'s Wheeling Agreement (except in the event that all Points of Receipt on the Federal Columbia River Power System (FCRPS) would be considered nonfirm). The sum of capacity amounts requested by BPA shall not exceed the amount reasonably necessary for BPA to provide Contracted Power. Such Points of Receipt and their capacity amounts may only be changed through mutual agreement. However, at any time BPA may request the use of nonfirm Points of Receipt to provide Contracted Power to «Customer Name», but notwithstanding section 8(b) above, BPA shall reimburse «Customer Name» for any additional costs (Drafter's Note: for DSI contracts add "or production losses" after additional costs) incurred by «Customer Name» due to its compliance with such request.~~

**[BEGIN 9(b) Transmission Service OPTIONS**

**(b) Transmission Service**

Drafter's Note: Include the following sentence for customers who are NOT served by transfer:

- (1) «Customer Name» is responsible for delivery of power from the Scheduling Points of Receipt.

Drafter's Note: Include the following sentence for customers who are SERVED BY TRANSFER.

- (1) «Customer Name» is responsible for delivery of power from the Scheduling Points of Receipt, except as provided by BPA under section 9(f), Delivery by Transfer.

**END 9(b) Transmission Service OPTIONS]**

- (2) «Customer Name» shall provide at least 60 days notice to Power Services prior to changing control areas.
- (3) At «Customer Name»'s request, BPA shall provide «Customer Name» with Primary Points of Receipt and other information needed to enable «Customer Name» to obtain long-term firm transmission for delivery of power sold under this Agreement. If required by Transmission Services for purposes of transmission scheduling, Power Services shall provide «Customer Name» with Scheduling Points of Receipt. Power Services has the right to provide power to «Customer Name» at Scheduling Points of Receipt that are different than the Primary Points of Receipt. BPA shall reimburse «Customer Name» for any incremental, direct, non-administrative costs incurred by «Customer Name» to comply with delivering Firm Requirements Power from such a Scheduling Point of Receipt to «Customer Name»'s load if the following conditions have been met:
- (A) «Customer Name» has requested long-term firm transmission service to deliver its Firm Requirements Power using the Primary Points of Receipt and other information provided by Power Services.  
We have two alternative paragraphs for you to choose from (or modify further), neither of which seems perfect:
- (B) This condition only applies if «Customer Name» has long-term Point to Point (PTP) transmission service for delivery of Firm Requirements Power to its load: «Customer Name» submitted but was not granted a request to redirect, on a firm basis, its long-term firm PTP transmission service to deliver Firm Requirements Power from the Scheduling Point of Receipt.
- (C) «Customer Name»'s transmission schedule was curtailed due to non-firm status under PTP transmission service or its secondary service status under Network Integration transmission service and «Customer Name» can provide proof of the reimbursable costs incurred to replace the curtailed schedule.

**(b)(c) Liability for Delivery (04/27/00 Version)**

Notwithstanding section 17(i), Hold Harmless, «Customer Name» waives any claims against BPA arising under this Agreement for nondelivery of power to any points beyond the applicable Points of Receipt. BPA shall not be liable for any third-party claims related to the delivery of power after it leaves the Points of Receipt. In no event will either partyParty be liable under this Agreement to the other partyParty for damage that results from any sudden, unexpected, changed, or abnormal electrical condition occurring in or on any electric system, regardless of ownership. These limitations on liability apply regardless of whether or not this Agreement provides for transfer service.

**[OPTION 1 for section 8(d).**

Include the following if customer is inside the BPA Control Area or served by transfer.

**(d) — Transmission Losses(04/27/00 Version)**

~~BPA shall provide «Customer Name» the losses between the Points of Receipt and «Customer Name»'s distribution system for Contracted Power, at no additional charge. Losses will be provided at Points of Receipt as established under section 8(e), and under the terms and conditions as defined in the transmission provider's tariff.~~

**[OPTION 2 for section 8(d).**

Include the following if customer is outside of the BPA Control Area and not served by transfer. (included in all complex partial contracts).

**(d) — Transmission Losses(04/27/00 Version)**

~~PBL shall provide «Customer Name» the losses, between the Points of Receipt and the point of interconnection between the BPA Control Area and the Control Area in which «Customer Name» resides, for Contracted Power, at no additional charge. Losses will be provided at Points of Receipt as established under section 8(e), and under the terms and conditions as defined in the transmission provider's tariff.~~

**[BEGIN 9(d) Real Power Losses OPTIONS**

**[OPTION 1 for section 9(d).**

**Drafter's Note: Include the following if customer purchases the load following or block products and is NOT served by Transfer.**

**(d) Real Power Losses (09/03/07Version)**

BPA is responsible for the real power losses necessary to deliver Firm Requirements Power across the Federal Columbia River Transmission System.

**[OPTION 2 for section 9(d).**

**Drafter's Note: Include the following if customer purchases the load following or block products and is served by Transfer.**

**(d) Real Power Losses (09/03/07 Version)**

BPA is responsible for the real power losses necessary to deliver Firm Requirements Power across the Federal Columbia River Transmission System and the Third Party Transmission Provider's system.

**[OPTION 3 for section 9(d).**

**Drafter's Note: Include the following if customer purchases the *Slice/Block product* and is NOT served by Transfer.**

**(d) Real Power Losses (10/16/07 Version)**

BPA is responsible for the real power losses necessary to deliver Firm Requirements Power under the Block power product across the Federal Columbia River Transmission System. «Customer Name» shall be responsible for all real power losses associated with the delivery of power under the Slice power product.

**[OPTION 4 for section 9(d).**

*Drafter's Note: Include the following if purchases the **Slice/Block product and is served by Transfer.***

**(d) Real Power Losses (10/16/07 Version)**

BPA is responsible for the real power losses necessary to deliver Firm Requirements Power under the Block power product across the Federal Columbia River Transmission System and across the Third Party Transmission Provider's system.

«Customer Name» shall be responsible for all real power losses associated with the delivery of power under the Slice power product except BPA will be responsible for real power losses associated with the delivery of Firm Requirements Power across the Third Party Transmission Provider's system to «Customer Name's» load.

**END 9(d) Real Power Losses OPTIONS]**

**(e) Points of ~~Metering~~Measurement Losses (09/20/07(04/27/00 Version)**

BPA shall adjust measured~~Measured~~ amounts of ~~power~~Contracted Power ~~shall be adjusted~~ to account for losses, if any, that occur between the points where ~~power~~ Contracted Power enters «Customer Name's» system and the respective Points of ~~Metering~~Measurement.

**(f) Delivery by Transfer**

*Reviewer's Note: No comparison made because this clause is not ready for detailed review of contract language.*

**[BEGIN 10. Measurement OPTIONS**

*Drafter's Note: Include in Load ~~load~~-following template:*

**10.9. MEASUREMENT (10/05/07(04/27/00 Version)**

The following requirements apply to this Agreement, except for metering of load lost or gained due to Voluntary or Mandated Retail Access, which is governed by section 6, Retail Access Implementation.

**(a) — General(04/27/00 Version)**

«Customer Name» authorizes Power Services to use metering data as Power Services determines is necessary to plan, schedule, and bill for power. «Customer Name» agrees to authorize Transmission Services to provide «Customer Name's» metering data directly to Power Services, subject to any restrictions imposed by the Federal Energy Regulatory Commission (FERC).

~~All Points of Measurement are shown in Exhibit E, Points of Measurement. «Customer Name» agrees to provide reasonable notice to Power Services prior to changing Control Areas.~~

(a) Measurement

«Customer Name» shall purchase and pay for the amount of power measured by the meters listed in Exhibit E, Metering, except that if the parties agree that metering is economically or technologically impractical then:

(1) if the power «Customer Name» purchases under this Agreement is scheduled into or out of «Customer Name»'s service territory, the parties shall use scheduled amounts to measure the amount of power purchased; and

(2) if the power «Customer Name» purchases under this Agreement is not scheduled into or out of the «Customer Name»'s service territory, the parties shall use mutually acceptable load profiles to measure the amount of power purchased.

(b) Meter Data

(1) Availability

Except for «Customer Name»'s meter data recorded by meters owned by BPA, «Customer Name» shall provide BPA with all meter data that BPA determines is necessary to plan, schedule, and bill for power. «Customer Name» authorizes Transmission Services or BPA's shared metering function, as defined by the Federal Energy Regulatory Commission, to provide «Customer Name»'s meter data directly to BPA's power marketing function.

(2) Access

For all meters not owned by BPA «Customer Name» shall provide BPA meter data on a schedule determined by BPA. Such data shall be in hourly increments for all meters that record hourly data. «Customer Name» shall give BPA direct, electronic access to meter data from all meters not owned by BPA that are capable of being accessed electronically.

~~(b) — BPA Metering(04/27/00 Version)~~ (c) BPA Owned Meters

~~BPA shall operate, maintain, and replace, as necessary BPA is responsible for the installation, operation, maintenance, and replacement of all metering equipment owned by BPA that is needed to plan, schedule, and bill for power. For BPA-owned meters owned by BPA, only, «Customer Name» authorizes BPA Power Services to install at BPA's Power Services expense any metering equipment on «Customer Name»'s facilities; that is reasonably necessary to plan, schedule and bill for power. power, if Power Services or «Customer Name» and BPA are unable to obtain the information from Transmission Services. The installation of such metering equipment shall enter in be subject to a separate agreement between Power Services and «Customer~~

~~«Name»~~, addressing the location, access, maintenance, testing, and liability of the ~~parties~~**Parties** with respect to such meters and new meters.

~~(e)~~ ~~«Customer Name» shall operate, maintain,~~**Metering**

~~(1)~~ ~~General Responsibilities(04/27/00 Version)~~

~~«Customer Name» is responsible for the installation, operation, maintenance, and replace, as necessary, all non-BPA replacement of metering equipment (except metering equipment owned by BPA or a transferring party) that is needed by BPA Power Services to plan, schedule, and bill for power for:~~

(d) Non-BPA Owned Meters

«Customer Name» shall operate, maintain, and replace, as necessary, all non-BPA metering equipment that is needed by BPA to plan, schedule, and bill for power for:

~~(A)~~(1) points of interconnection between «Customer Name»'s system and parties other than BPA.

~~(B)~~(2) all loads that require separate measurement for purposes of planning, scheduling, or billing for power by Power Services.

~~(C)~~(3) generating resources shown in Exhibit A, C, Net Requirements, that are interconnected to «Customer Name»'s system.

~~All metering equipment shall meet standards generally accepted by the electric utility industry in the Region for the particular metering application.~~

~~(2)~~ ~~Existing Metering(04/27/00 Version)~~

~~Metering equipment existing at the time of execution of this Agreement may continue to be used indefinitely, provided it records data hourly and is reported to BPA each month. Metering equipment which does not record hourly may continue to be used in instances when Power Services does not need hourly data to plan, schedule, or bill.~~

~~(3)~~ ~~New Meters(04/27/00 Version)~~

~~Any metering equipment described in subsection 9(c)(1) that is replaced, upgraded, or newly installed shall allow Power Services complete electronic access to metering data. Electronic access is the capability for data polling and extraction via Power Services's system software as frequently as needed to plan, schedule, and bill for power. Such meters shall record hourly and enable Power Services to extract meter data for a minimum of the previous 45 days. In addition to the general requirements of (1), above, new meters shall meet~~

~~Power Services's published metering standards then in effect for such application.~~

~~(4) — **Exceptions(04/27/00 Version)**~~

~~When the Parties agree metering is economically or technologically impractical, mutually acceptable load profiles may be used instead of metered amounts. Where power amounts are scheduled in or out of the «Customer Name's» service territory, scheduled amounts shall be used, if appropriate, to determine the amount of Contracted Power delivered.~~

All meters shall meet American National Standard Institute standards, including, but not limited to C57.13, Requirements for Instrument Transformers and C12.20, Electricity Meters 0.2 and 0.5 Accuracy Classes, or their successors. Any new and replaced meters shall be able to record meter data hourly, store data for a minimum of 45 days, and be accessed electronically. For the purpose of inspection, «Customer Name» shall grant BPA physical access to «Customer Name» meters at BPA's request.

(e) **Notification of New Meters, Changes to Meters, Outages and Load Shifts**

At least 72 hours in advance, «Customer Name» shall e-mail BPA at [mdm@bpa.gov](mailto:mdm@bpa.gov) when the following events are planned to occur on «Customer Name's» system: (i) installation of a new meter; (ii) changes or updates to an existing meter not owned by BPA; (iii) line or meter outages; and (iv) load shifts. If an unplanned load shift occurs, «Customer Name» shall e-mail BPA at [mdm@bpa.gov](mailto:mdm@bpa.gov) within 72 hours.

~~**Include in Block:**~~

~~**9. — MEASUREMENT(04/27/00 Version)**~~

~~(a) — Amounts Taken are deemed equal to the amount scheduled by «Customer Name» under section 7 of this Agreement or an amount of power as measured at Points of Measurement, as appropriate.~~

~~(b) — «Customer Name» shall provide reasonable notice to Power Services prior to changing control areas.~~

*Drafter's Note: Include the following in **Block** and **Slice/Block** templates:*

~~**10. — MEASUREMENT(10/05/07 Version)**~~

~~**Reviewer's Note: This clause is ready for detailed review of contract language.**~~

«Customer Name» shall purchase and pay for the amount of power it schedules under this agreement, except that if the parties agree that scheduling is economically or technologically impractical for a particular situation (NLSLs, etc.). «Customer Name» shall pay for and install metering equipment that meets American National Standard Institute standards, including, but not limited to, C57.13, Requirements for Instrument Transformers and C12.20, Electricity Meters 0.2 and 0.5 Accuracy Classes, or their successors.



**END 10. Measurement OPTIONS!**

**11.10. BILLING AND PAYMENT**

(a) **Billing ~~(04/27/00 Version)~~**

BPA shall bill «Customer Name» monthly for any electric power, consistent with applicable BPA rates, including the GRSPs and the provisions of this Agreement for the Amounts Taken, payments pursuant to section 5, and other services provided during to «Customer Name» in the preceding month, or months under this Agreement. BPA may send «Customer Name» an estimated bill followed by a final bill. BPA shall send all bills on the bill's issue date either electronically or by United States mail, mail, at «Customer Name»'s option. If electronic transmittal of the entire bill is not practical, BPA shall transmit a summary electronically, and send the entire bill by United States mail.

(b) **Payment ~~(04/27/00 Version)~~**

«Customer Name» shall pay all bills electronically in accordance with instructions on the bill. Payment of all bills, whether estimated or final, must be received by the 20<sup>th</sup> day after the issue date of the bill (Due Date). If the 20<sup>th</sup> day is a Saturday, Sunday, or ~~federal~~Federal holiday, the Due Date is the next business day. If «Customer Name» payment has been made payment on an estimated bill then:

(1) before receipt of a final bill for the same month, «Customer Name» shall pay only the amount by which the final bill exceeds the payment made for the estimated bill. BPA shall provide «Customer Name» the amounts by which an estimated bill if the amount of the final bill exceeds the amount of the estimated bill, «Customer Name» shall pay BPA the difference between the estimated bill and final bill by the final bill's Due Date; and

(2) exceeds a final bill through either a check or as a credit on the subsequent month's bill. if the amount of the final bill is less than the amount of the estimated bill, BPA shall pay «Customer Name» the difference between the estimated bill and final bill by the 20<sup>th</sup> day after the final bill's issue date. If the 20<sup>th</sup> day is a Saturday, Sunday, or federal holiday, the difference shall be paid by the next business day.

(c) **Late Payments**

After the Due Date, a late payment charge equal to the higher of:

(1) shall be applied each day to any unpaid balance. The late payment charge is calculated by dividing the Prime Rate for Large Banks as reported in the Wall Street Journal, plus 4 percent; by 365. The applicable Prime Rate for Large Banks shall be the rate reported on the first day of the month in which payment

the Prime Rate (as reported in the Wall Street Journal in the first issue published during the month in which payment was due) plus 4 percent, divided by 365; or

(2) ~~is received.~~ «Customer Name» shall pay by the Prime Rate times 1.5, divided by 365; shall be applied each day to any unpaid balance.

**(d) Termination**

~~electronic funds transfer using BPA's established procedures.~~ BPA may terminate this Agreement if «Customer Name» is more than three months behind in paying its bills under this Agreement and BPA determines in its sole discretion that «Customer Name» is unable~~cannot demonstrate an ability~~ to make the payments owed.

**(e)(e) Disputed Bills ~~(04/27/00 Version)~~**

If «Customer Name» disputes any portion of a bill, «Customer Name» shall provide notice to BPA with a copy of the bill noting the disputed amounts. If any portion of the bill is in billing dispute, «Customer Name» shall ~~note the disputed amount and~~ pay ~~the entire~~its bill ~~in full~~ by the Due Date. Unpaid bills (including both disputed and undisputed amounts) are subject to the late payment charges provided above. If the parties agree, or if it is determined after dispute resolution, that «Customer Name» is entitled to a refund of any portion of the disputed amount, ~~then~~ BPA shall make such refund with simple interest computed from the date of receipt of the disputed payment to the date the refund is made. The daily interest rate shall equal~~used to determine the interest is calculated by dividing~~ the Prime Rate ~~(for Large Banks as reported in the Wall Street Journal in; by 365. The applicable Prime Rate for Large Banks shall be the rate reported on the first issue published during day of the month in which payment was due) divided is~~ received by 365. BPA.

**12.11. NOTICES AND CONTACT INFORMATION ~~(09/04/07)~~(04/27/00 Version)**

Any notice required under this Agreement shall be in writing and shall be delivered: (a) ~~in person;~~ or (b) with proof of receipt, ~~by a nationally recognized delivery service;~~ or ~~(e)~~ by United States Certified Mail.

Notices are effective when received. The parties shall deliver~~Either Party may change its address for~~ notices to the following person and address: by giving notice of such change consistent with this section. *(Drafter's Note: Check BPA address and phone number prefix to ensure it is applicable.)*



~~distribution system, including but not limited to unplanned maintenance outages;~~

- (b) ~~any unplanned curtailment or interruption, failure or imminent failure of long term firm transmission service used to deliver power sold under this Agreement to «Customer Name» if such curtailment or interruption occurs on BPA's or 's distribution facilities, including but not limited to unplanned maintenance outages;~~  
any planned curtailment or interruption of long-term firm transmission service used to deliver power sold under this Agreement to «Customer Name» if such curtailment or interruption occurs on BPA's or a third party's transmission system;
- (c) ~~any planned transmission or distribution outage that affects either «Customer Name» or Power Services which was provided by a third party's party transmission system; or distribution owner, or by a transmission provider, including Transmission Services, that is functionally separated from the generation provider in conformance with FERC Orders 888 and 889 or its successors;~~
- (c) any failure of «Customer Name»'s distribution or transmission facilities that prevents «Customer Name» from delivering power to end-users;
- (d) strikes or work ~~stoppage, including the threat of imminent strikes or work~~ stoppage;
- (e) floods, earthquakes, or other natural disasters; and
- (f) orders or injunctions issued by ~~any~~ court or regulatory body having competent subject matter jurisdiction, ~~or any order of an administrative officer~~ which the partyParty claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either partyParty shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either partyParty to settle any strike or labor dispute in which it may be involved.

~~The Party claiming the Uncontrollable Force shall notify the other Party as soon as practicable of that Party's inability to meet its obligations under this Agreement due to an Uncontrollable Force. The Party claiming the Uncontrollable Force also agrees to notify any control area involved in the scheduling of a transaction which may be curtailed due to an Uncontrollable Force.~~

~~Both Parties shall be excused from their respective obligations, other than from payment obligations incurred prior to the Uncontrollable Force, without liability to the other, for the duration of the Uncontrollable Force and the period reasonably~~

~~required for the Party claiming the Uncontrollable Force, using due diligence, to restore its operations to conditions existing prior to the occurrence of the Uncontrollable Force.~~

~~If an Uncontrollable Force prevents a party from performing any of its obligations under this Agreement, such party shall: (1) immediately notify the other party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with section 12, Notices and Contact Information.~~

15. **GOVERNING LAW AND DISPUTE RESOLUTION** *(9/4/07 Version)*  
*Reviewer's Note: No comparison made because this clause is not ready for detailed review of contract language.*

**16.15. STATUTORY PROVISIONS**

- (a) **Annual Financial Report and Retail Rate Schedules** *(09/04/07(04/27/00 Version)*  
~~«Customer Name» shall provide BPA with a current copy of its annual financial report and its retail rate schedules, as required by section 5(a) of the Bonneville Project Act, P.L. 75-329, within 30 days of each of «Customer Name»'s retail rate schedule effective dates. 75-329.~~

- (b) **Insufficiency and Allocations** *(09/04/07(04/27/00 Version)*  
If BPA determines, consistent with section 5(b) of the Northwest Power Act and other applicable statutes, that it will not have sufficient resources on a planning basis to serve its loads after taking all actions required by applicable laws then BPA shall give «Customer Name» a written notice that BPA may restrict service to «Customer Name». Such notice shall be consistent with BPA's insufficiency and allocations methodology, published in the Federal Register on March 20, 1996, and shall state the effective date of the restriction, the amount of «Customer Name»'s load to be restricted, and the expected duration of the restriction. BPA shall not change that methodology without the written agreement of all public body, cooperative, federal agency and investor-owned utility affected customers in the Region purchasing federal power from BPA under section 5(b) of the Northwest Power Act. Such restriction shall take effect no sooner than five years after BPA provides notice ~~is given~~ to «Customer Name». If BPA imposes a restriction under this provision then the amount of Firm Requirements Contracted Power that «Customer Name» is obligated to purchase pursuant to section 3 of this Agreement ~~3~~ shall be reduced to the amounts available under such allocation methodology for restricted service.

(c) **New Large Single Loads** ~~(09/04/07~~(06/02/00 Version)

~~(3) **Determination of Ten Average Megawatt Increase**~~

~~An increase in load shall be considered a NLSL if the energy consumption of the Consumer's load associated with a new facility, an existing facility, or expansion of an existing facility during the immediately past 12-month period exceeds by 10 average megawatts or more the Consumer's energy consumption for such new facility, existing facility or expansion of an existing facility for the consecutive 12-month period one year earlier, or the amount of the contracted for, or committed to load of the Consumer as of September 1, 1979, whichever is greater.~~

(1) **Determination of an NLSL**

Except as provided in section (2), below, BPA shall determine an increase in production load to be an NLSL if the energy consumption of the end-use consumer's load associated with a single new facility, an existing facility, or expansion of an existing facility during the immediately past consecutive 12 months equals or exceeds by 10 average megawatts (87,600,000 kilowatt-hours) the greater of:

(A) the end user's energy consumption for such facility for the consecutive 12 months one year earlier; or,

(B) the amount of the contracted for, or committed to (CF/CT) load of the end-user as of September 1, 1979.

(2) **End-use Consumer Onsite Renewable and Cogeneration Exception**

To reduce an NLSL to less than 10 average megawatts, «Customer Name» may arrange to have its end-use consumer apply an on-site renewable resource or onsite cogeneration facility to an NLSL.

~~(2)~~ **Determination of a Facility**

~~BPA, in consultation with «Customer Name», shall make a written reasonable determination as to what constitutes a single facility, for the purpose of identifying an NLSL, based up upon the following criteria:~~

~~(A) whether the load is operated by a single end-user; Consumer;~~

~~(B) whether the load is in a single location;~~

~~(C) whether the load serves a manufacturing process which produces a single product or type of product;~~

~~(D) whether separable portions of the load are interdependent;~~

- (E) whether the load is contracted for, served or billed as a single load under «Customer Name»'s customary billing and service policy;
- (F) ~~consideration~~consistent application of the facts from previous foregoing criteria in similar ~~fact~~ situations; and
- (G) any other factors the ~~parties~~Parties determine to be relevant.

~~(3)(1)~~ **General**

~~All existing NLSLs are listed in section 5 of Exhibit A, Rate Commitments. «Customer Name» shall provide reasonable notice to BPA of any expected increase in load that is likely to qualify as a new NLSL. «Customer Name» may either serve a NLSL with Contracted Power or with power from another source. For purposes of this section 15(e), "Consumer" means an end-user of electric power or energy. (Drafter's Note: List existing NLSLs in the Rate Commitments Exhibit)~~

~~(4)~~ **Administrative Obligations and Rights**

~~(A) All «Customer Name»'s NLSLs and CF/CT loads, that exist at the time of execution of this Agreement, are listed in section (5), below. «Customer Name» shall provide reasonable notice to BPA of any expected increase in a single load that may qualify as an NLSL. Upon request from BPA, «Customer Name» shall provide access to its substations and other service locations that BPA needs for purposes of implementing section 3(13) of the Northwest Power Act, including but not limited to making an NLSL, a facility, or a CF/CT determination. «Customer Name» shall also require the end-user to provide BPA physical access to inspect any facility for these purposes. After consultation with «Customer Name», BPA shall unilaterally determine whether the new load or the increase in load is an NLSL. If BPA determines that a load is an NLSL BPA shall notify «Customer Name» and unilaterally add the NLSL to section (5), below.~~

~~**[BEGIN 16(c)(4)(B)]** ——— BPA shall show an increase in load associated with a Consumer's facility which has been determined to be a NLSL in section 5 of Exhibit A, Rate Commitments. BPA shall have the unilateral right to amend Exhibit A to reflect such determinations when made.~~

~~**[BEGIN 16(c)(4)(B) OPTIONS for section 15(e)(4).**~~

~~*Drafter's Note: Include in Load following template:*~~

~~(B) Before BPA adds an NLSL to section 5, below, «Customer Name» shall elect, in writing, to:~~

- ~~(i) have BPA serve the NLSL at the NR rate; or~~

(ii) serve the NLSL with a firm resource dedicated to the NLSL that is not already dedicated to serve its firm consumer load in the region.

This election shall be binding on «Customer Name» for the remaining term of this Agreement. If an NLSL is served with a firm resource, «Customer Name» shall add the firm resource consistent with Exhibit A, Resource Commitments and Net Requirements, section 4(f). **Reviewer's Note:** *This cross reference may be deleted or changed after Exhibit A is drafted.*

*Drafter's Note: Include in Block and Slice/Block templates:*

(B) Before BPA adds an NLSL to section (5), below, «Customer Name» shall provide written notice to BPA that it shall serve all NLSLs with non-federal firm resources that are not already dedicated to serve its firm consumer load in the region.

«Customer Name» agrees to provide such dedicated firm resources on a continuous basis as identified in Exhibit A, Resource Commitments and Net Requirements. Under no circumstances shall BPA be required to acquire firm power for service to such NLSLs. «Customer Name» shall declare such firm resources consistent with Exhibit A, Resource Commitments and Net Requirements, section 4(f). **Reviewer's Note:** *This cross reference may be deleted or changed after Exhibit A is drafted.*

**END 16(c)(4)(B) OPTIONS]**

(C) «Customer Name» shall pay for and install all meters, and separately meter all loads, at any facility that is determined by BPA to be an NLSL and all loads that are being monitored by BPA for an NLSL determination. Such meters shall meet the standards of section 10, Measurement. «Customer Name» shall provide BPA meter data recorded by such meters that BPA determines in necessary to plan, schedule, and bill for an NLSL.

(5) **List of NLSLs and CF/CTs**

*Reviewer's Note: Section 5A has been moved from Subscription Exhibit A and includes some revisions.*

**[BEGIN 16(c)(5)(A) NLSL OPTIONS**

*Drafter's Note: ~~Option 1~~ Include the following if customer has no existing NLSL, CF/CT loads.*

(A) «Customer Name» has no NLSLs.



Drafter's Note: Include the following if customer **has** an existing NLSL.

(A) «Customer Name» has an existing NLSL:

End User Name:

Facility Location:

Date load determined as an NLSL:

Description of NLSL:

Manner of Service:

Drafter's Note: The following sub options will be included only in the Load-following template:

Suboption 1

«Customer Name» elects to have BPA serve the NLSL at the NR rate. See Exhibit B, Rate Commitments for Net Requirements Power.

Suboption 2

«Customer Name» elects to serve the NLSL with a firm resource that is not already dedicated to serve its other firm end-user loads. See Exhibit A, Resource Commitments and Net Requirements.

Drafter's Note: The following will be included only in the Block and Slice/Block templates:

«Customer Name» elects to serve the NLSL with a firm resource that is not already dedicated to serve its other firm end-user loads. See Exhibit A, Resource Commitments and Net Requirements.

**END16(c)(5)(A) NLSL OPTIONS]**

**[BEGIN 16(c)(5)(B) CF/CT OPTIONS**

Drafter's Note: Include the following if customer has **no** CF/CT loads.

**(4)(B) CF/CT Loads**

«Customer Name» has no loads that were contracted for, or committed to (CF/CT), as of September 1, 1979, as defined in section 3(13)(A) of the Northwest Power Act.

Drafter's Note: ~~Option 2~~ Include the following if customer **has** CF/CT loads.

**(4)(B) CF/CT Loads**

~~The following loads were determined by the Administrator~~ has determined that the following loads were to be contracted for, or committed to be served (CF/CT), as of September 1, 1979, as defined in section 3(13)(A) of the Northwest Power Act, and are subject to the applicable cost based rate for the rest ~~(non-NLSL)~~ of «Customer Name»'s load:

End user's ~~Retail electric power consumer's~~ name:

Amount of firm energy (megawatts at 100 percent load factor) contracted for, or committed to, as of September 1, 1979:

Facility location and description:

~~**END 16(c)(5)(B) CF/CT End of OPTIONS] for section 15(e)(4).]**~~

- (d) **Priority of Pacific Northwest Customers** (09/04/07(04/27/00 Version)  
———The provisions of sections 9(c) and (d) of the Northwest Power Act and the provisions of P.L. 88-552 as amended by the Northwest Power Act are incorporated into this Agreement by reference. ~~BPA agrees that~~ **«Customer Name»**, together with other customers in the Region, shall have priority to BPA power, consistent with such provisions.
- (e) **Prohibition on Resale** (09/04/07(04/27/00 Version)  
———**«Customer Name»** shall not resell ~~Firm Requirements PF or NR Contracted~~ Power except to serve **«Customer Name»**'s Total Retail Load or as otherwise permitted by ~~federal~~ **Federal** law.
- (f) **Use of Regional Resources** (09/04/07(04/27/00 Version)  
**Reviewer's Note: This clause has not yet been revised for clarity, except for the words in bold. We will make further revisions after customers comment on are particular areas of concern.**
- (1) Within 60 days prior to the start of each ~~FiscalContract~~ Year, **«Customer Name»** shall **provide notice to notify** BPA of any firm power from a generating resource, or a contract resource during its term, that has been used to serve firm consumer load in the Region that **«Customer Name»** plans to export for sale outside the Region in the next ~~FiscalContract~~ Year. BPA may during such ~~FiscalContract~~ Year request additional information on **«Customer Name»** resources if BPA has information that **«Customer Name»** may have made such an export and not notified BPA. BPA may request and **«Customer Name»** shall provide within 30 days of such request, information on the planned use of any or all of **«Customer Name»**'s generating and contractual resources.
  - (2) **«Customer Name»** shall be responsible for monitoring any firm power from generating resources and contract resources it sells in the Region to ensure such firm power is delivered to be used to serve firm consumer load in the Region.
  - (3) If **«Customer Name»** fails to report to BPA in accordance with section (1), above, any of its planned exports for sale outside the Region of firm power from a generating resource or a contract resource that has been used to serve firm consumer load in the Region, and BPA makes a finding that an export

which was not reported was made, then BPA may terminate this Agreement upon 30 days **written** notice to «**Customer Name**». If BPA concludes that the failure to report is inadvertent and unlikely to reoccur BPA shall not terminate this Agreement and may instead elect to decrement the amount of **Firm Requirements Contracted Power sold** by up to two times the amount of the export that was not reported. When applicable such decrements shall be established consistent with section **4(c) of Exhibit A, Resource Commitments and Net Requirements. Reviewer's Note: This cross reference may be deleted or changed after Exhibit A is drafted.**~~4(e) of Exhibit C.~~

- (4) For purposes of this section, an export for sale outside the Region means a contract for the sale or disposition of firm power from a generating resource, or a contract resource during its term, that has been used to serve firm consumer load in the Region in a manner that such output is **no longer used or not** planned to be used solely to serve firm consumer load in the Region. Delivery of firm power outside the Region under a seasonal exchange agreement that is made consistent with BPA's section ~~9~~(c) policy will not be considered an export. Firm power from a generating resource or contract resource used to serve firm consumer load in the Region means the firm generating or load carrying capability of a generating resource or contract resource as established under Pacific Northwest Coordination Agreement resource planning criteria, or other resource planning criteria generally used for such purposes within the Region.

- (g) **BPA Appropriations Refinancing (09/04/07 Act (04/27/00 Version)**  
*(Drafter's Note: BPA is legally obligated to offer to make section 3201(i) of P.L. 104-134 a part of this Agreement. Customer may exclude this provision at their option.)*

~~**OPTIONS for section 15(g):**~~

~~*Option 1 Include the following if customer prefers to incorporate the BPA Refinancing Act by reference but does not want to include the text in Exhibit D.*~~  
The ~~parties~~**Parties** agree that the ~~Bonneville Power Administration~~**BPA** Refinancing ~~section~~**Section** of the Omnibus Consolidated ~~Rescissions~~**Revisions** and Appropriations Act of 1996 (The BPA Refinancing Act), P.L. No. 104-134, 110 Stat. 1321, ~~1350~~, as stated in the United States Code on the date this Agreement is signed by the ~~parties~~**Parties**, is incorporated by reference and is a material term of this Agreement. ~~The Parties agree that this provision and the incorporated text shall be included in subsequent agreements between the Parties, as a material term through at least September 30, 2028.~~

*Option 2 Include the following if customer prefers to incorporate the text of the BPA Refinancing Act in Exhibit D.*

*The text of the BPA Refinancing Section of the Omnibus Consolidated Recissions and Appropriations Act of 1996 (The BPA Refinancing Act), P.L. No. 104-134, 110 Stat. 1321, 1350, is incorporated in this Agreement as shown in Exhibit D, Additional Products and Special Provisions. The Parties agree that this provision and the incorporated text shall be included in subsequent agreements between the Parties, as a material term through at least September 30, 2028.*

*End of OPTIONS for section 15(g).]*

## **17. Termination**

### **17.16. STANDARD PROVISIONS**

(a) **Amendments** *(09/04/07(04/27/00 Version)*

*Except where this Agreement explicitly allows for one party to unilaterally amend a provision or exhibit, no amendment—No oral or written amendment, rescission, waiver, modification, or other change of this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each party.*

(b) **Entire Agreement and Order of Precedence** *(09/26/07(04/27/00 Version)*

*—This Agreement, including documents expressly all provisions, exhibits incorporated as part of this Agreement, and documents incorporated by reference, constitutes the entire agreement between the parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement*

(c) **Exhibits** *(04/27/00 Version)*

*—The exhibits listed in the table of contents are incorporated into this Agreement by reference. The exhibits may only be revised upon mutual agreement between the Parties unless otherwise specified in the exhibits. The body of this Agreement shall prevail over the exhibits to this Agreement in the event of a conflict.*

(e) **Information Exchange and Confidentiality** *(04/27/00 Version)*

*The Parties shall provide each other with any information that is reasonably required, and requested by either Party in writing, to operate under and administer this Agreement, including load forecasts for planning purposes, information needed to resolve billing disputes, scheduling and metering information reasonably necessary to prepare power bills that is not otherwise available to the requesting Party. Such information shall be provided in a timely manner. Information may be exchanged by any means agreed to by the Parties. If such information is subject to a privilege of confidentiality, a confidentiality agreement or statutory restriction under state or Federal law on its disclosure by a Party to this Agreement, then that Party shall endeavor to obtain whatever consents, releases, or agreements are necessary from the*

~~person holding the privilege to provide such information while asserting the confidentiality over the information. Information provided to BPA which is subject to a privilege of confidentiality or nondisclosure shall be clearly marked as such and BPA shall not disclose such information without obtaining the consent of the person or Party asserting the privilege, consistent with BPA's obligation under the Freedom of Information Act. BPA may use such information as necessary to provide service or timely bill for service under this Agreement. BPA shall only disclose information received under this provision to BPA employees who need the information for purposes of this Agreement.~~

(c) **Information Exchange and Confidentiality (09/04/07 Version)**

However, BPA wants to discuss with customers the contract principles that need to be included in this section. Where possible, we have included specific contract language ONLY to help the discussions and to provide the reviewer an idea of the underlying contract principles BPA is considering. Also, we have not yet determined the appropriate dates to use for reporting purposes and want to use a single date for all types of reporting, if possible. The dates below will be revised after discussion with customers and additional internal discussions.

(1) **Conservation and Renewables Plans(10/08/07 Version)**

Reviewer's Note: This section is based on the Regional Dialogues Policy (page 57, section XII, New Long Term Contracts)

The annual reporting requirements of this subsection are waived if «Customer Name» commits to purchase all of its power from BPA during the next rolling ten year period, beginning October 1, 2010. If «Customer Name» has not already committed under the terms of this contract to this 10-year commitment period, «Customer Name» may do so in writing by November 30<sup>th</sup> for the BPA fiscal year that begins the previous October 1. If «Customer Name» is required by state law to prepare an integrated resource plan, that plan may be submitted to meet the requirements of this subsection if it includes, or is supplemented by, the information required below.

(A) **Conservation(10/08/07 Version)**

Reviewer's Note: The overall objective of requiring this information is to minimize the cost of conservation resource planning.

Beginning xx date, and by xx date every year thereafter, «Customer Name» shall submit a 10-year conservation plan including an annual goal for the coming year. «Customer Name» shall put all cost-effective non-BPA-funded conservation measures and projects savings achieved by «Customer Name» into the Regional Technical Forum's

Planning, Tracking and Reporting database on an annual basis no later than October 30, 2010, and by October 30 every year thereafter.

(B) **Renewables**(10/08/07 Version)

Beginning June 1 (Reviewer's Note: June 1 is consistent with Washington reporting requirements, not locked into it) 2010 and by June 1 each year thereafter, «Customer Name» shall provide BPA with the following:

- (i) Updated information on renewable resources currently under contract or owned by «Customer Name». Such information shall include: project name, fuel type(s), location, date contract signed, project energization date, capacity, capacity factor, remaining term of purchase (or if direct ownership remaining life of the project), and the percentage of output dedicated to «Customer Name»'s loads for the forth coming Fiscal Year.

In addition, customers who are required to report under the Washington State Energy Independence Act 19.285 RCW (or similar reporting requirements imposed by other laws or regulations) shall provide BPA with a copy of their annual renewable energy report as prepared for the Washington State Department of Trade and Economic Development or comparable agencies for other states.

- (ii) An updated long-term renewable resource Plan. If «Customer Name» is not otherwise required to publish such a plan or if the published plan does not include information required under this section X.XX (b), then «Customer Name» shall provide BPA with «Customer Name»'s 2-year forecast of expected renewable resource acquisitions. Such forecast shall disclose the capacity of expected acquisitions by fuel type and percentage of output dedicated to «Customer Name»'s loads.

(2) **Resource Adequacy** (10/08/07 Version)

Reviewer's Note: The following contract principles are based on the Regional Dialogue Policy (page 43, section IX, Resource Adequacy). It is not ready for detailed review of contract language and will be refined after additional discussions.

**Principle:** «Customer Name» shall provide the following data directly to the Pacific Northwest Utilities Conference Committee, or its successor organization, and the Northwest Power and Conservation Council: data to be determined.

**(3) Information Exchange (10/08/07 Version)**

Reviewer's Note: If there is information required below that is duplicative of any information required in section 1, above, we will eliminate the duplication AFTER the information requirements for each section are determined.

The parties shall provide each other with any information that is reasonably required to administer this Agreement. This includes scheduling and metering information that is reasonably necessary to prepare power bills, resolve billing disputes, and administer transfer service. «Customer Name» shall also provide BPA with:

Principle: These data requirements will be drafted after additional internal discussions and discussions with customers. However, we plan to include in this sub section any data requirements related to calculation of HWMs, Net Requirements, annual reports, etc.

**(4) Confidentiality (09/25/07 Version)**

BPA may release information provided by «Customer Name» to comply with the Freedom of Information Act (FOIA) or if required by any other federal law or court order. For information that «Customer Name» designates in writing as confidential, BPA will limit the use and dissemination of that information within BPA to employees who need the information for purposes of this Agreement.

**(d) Assignment (04/27/00-09/04/07 Version)**

This Agreement is binding on any successors and assigns of the parties. Neither party may otherwise transfer or assign this Agreement, in whole or in part, without the other party's written consent. Such consent shall not be unreasonably withheld. BPA's refusal to consent to assignment shall not be considered unreasonable if the sale of power by BPA to the assignee would violate any applicable statute. «Customer Name» may not transfer or assign this Agreement to any of its retail consumers.

**~~(f)~~(e) No Third-Party Beneficiaries (10/01/07(04/27/00 Version)**

This Agreement is made and entered into for the sole ~~protection and legal~~ benefit of the ~~parties, Parties,~~ and ~~the parties intend that~~ no other person ~~or~~ entity shall be a direct or indirect ~~legal~~ beneficiary of, ~~or have any direct or indirect cause of action or claim in connection with~~ this Agreement.

**~~(g)~~(f) Waivers (10/01/07(04/27/00 Version)**

~~No~~—Any waiver ~~of~~at any ~~provision~~time by either Party to this Agreement of its rights with respect to any default or ~~breach of any other matter arising in connection with~~ this Agreement shall ~~be effective unless such waiver is in writing and signed by the waiving party, and any such waiver shall not be deemed considered~~ a waiver ~~of any other provision of this Agreement or with respect to any other breach of this Agreement, subsequent default or matter.~~



~~(h)~~(g) **BPA Policies** (09/04/07(04/27/00 Version)

**Reviewer's note: This clause was included in Subscription contracts at the request of customers. We will ask them whether they want to include it in the Regional Dialogue contracts.**

— Any reference in this Agreement to BPA policies, including ~~without limitation BPA's NLSL Policy and the 5(b)/9(c) Policy, and~~ any revisions, ~~thereto,~~ does not constitute agreement ~~of~~by «Customer Name» to such policy ~~by execution of this Agreement,~~; nor shall it be construed to be a waiver of the right of «Customer Name» to seek judicial review of any such policy.

~~(i)~~ **Severability**(04/27/00 Version)

~~If any term of this Agreement is found to be invalid by a court of competent jurisdiction then such term shall remain in force to the maximum extent permitted by law. All other terms shall remain in force unless that term is determined not to be severable from all other provisions of this Agreement by such court.~~

~~(h)~~ **Rate Covenant** (09/04/07 (04/27/00 Version)

«Customer Name» agrees that it will establish, maintain and collect rates or charges for power and energy and other services, facilities and commodities sold, furnished or supplied by it through any of its electric utility properties. ~~Such rates and charges which~~ shall be adequate to provide revenues sufficient to enable «Customer Name» to make the payments required under this Agreement.

~~(k)~~(i) **Hold Harmless** (09/04/07(04/27/00 Version)

Each ~~party~~Party assumes all liability for injury or damage to persons or property arising from the act or negligence of its own employees, agents, members of governing bodies, or contractors. Each ~~party~~Party shall indemnify and hold the other ~~party~~Party harmless from any liability arising from such act or negligence.



18. SIGNATURES *(10/01/07(04/27/00 Version)*

*We are exploring the feasibility of using electronic signatures for Exhibit revisions. See Summary of Changes.*

The signatories represent that they are authorized to enter into this Agreement on behalf of the party for whichever they sign.

«FULL NAME OF CUSTOMER»

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By \_\_\_\_\_  
\_\_\_\_\_  
Name \_\_\_\_\_  
\_\_\_\_\_  
(Print/Type) Title \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
Account Executive  
Name \_\_\_\_\_  
\_\_\_\_\_  
(Print/Type)  
Date \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
(Print/Type)  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
(Print/Type)  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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**Exhibit A      Resource Commitments and Net Requirements**

*Reviewer's Note: No comparison made because this clause is not ready for detailed review of contract language.*

**Exhibit B      Rate Commitments for Net Requirements Power**

*Reviewer's Note: No comparison made because this clause is not ready for detailed review of contract language.*

**Exhibit C      Rate Adjustments, Additional Products, and Special Provisions**

*Reviewer's Note: No comparison made because this clause is not ready for detailed review of contract language.*

**Exhibit D      Tier 1 (FBS) Resources**

*Reviewer's Note: No comparison made because this clause is not ready for detailed review of contract language.*

**Exhibit E, Table 1(04/19/00 Version)**

**POINTS OF MEASUREMENT FOR LOADS***(Drafter's Note: Includes NLSLs and Annexed Loads.)*

<b>Transmission Point of Delivery (Voltage)</b> <b>Points of Measurement (Metering Voltage)</b>	<b>Metering Location 1/</b>	<b>Manner of Service 1/</b>
<b><del>“X” Transmission Point of Delivery (kV)</del></b>		
<del>“X” # 1 (kV)</del>	<del>C’s “X” Substation</del>	<del>Direct—B to C</del>
<del>“X” # 2 (kV)</del>	<del>C’s “X” Substation</del>	<del>Direct—B to C</del>
<b><del>“Y” Transmission Point of Delivery (kV)</del></b>		
<del>“Y” (kV)</del>	<del>B’s “Y” Substation</del>	<del>Transfer—T to B to C</del>
<del>“Y” Reverse (kV)</del>	<del>B’s “Y” Substation</del>	<del>Transfer—C to B to T</del>
<b><del>“Z” Transmission Point of Delivery (kV)</del></b>		
<del>“Z” (kV)</del>	<del>T’s “Z” Substation</del>	<del>Transfer—T to C</del>

**Exhibit E, Table 2(04/19/00 Version)**

**POINTS OF MEASUREMENT FOR RESOURCES**

<b>Transmission Point of Delivery (Voltage)</b> <b>Points of Measurement (Metering Voltage)</b>	<b>Metering Location 1/</b>	<b>Customer’s Transmission or Distribution System 1/</b>
<b><del>“X” Point of Delivery (kV)</del></b>		
<del>“A” (kV)</del>	<del>C’s “A” Generating Plant</del>	<del>Directly Connected to C</del>
<del>“D” (kV)</del>	<del>R’s “D” Generating Plant</del>	<del>Directly Connected to C</del>
<b><del>“Y” Point of Delivery (kV)</del></b>		
<del>“E” (kV)</del>	<del>F’s “E” Generating Plant</del>	<del>Wheeled to System—T to B to C</del>

*(Drafter's Note: The following notes and terms are guidelines for developing the Points of Measurement Exhibit. Do not include the following in the final exhibit. Footnote 1 should be edited to only have abbreviations needed.)*

**Exhibit E**  
**METERING (Ready for Review, but see Summary of Changes)**

**Table 1: Load Meters**

<u>Point of Delivery #</u>	<u>Point of Delivery Name</u>	<u>Meter #</u>	<u>Meter Name</u>	<u>Energy Loss Factor</u>	<u>Demand Loss Factor</u>	<u>Direction (for Power Bills)</u>	<u>Metering Location<sup>1/</sup></u>	<u>Load Control Area<sup>2/</sup></u>	<u>Manner of Service<sup>1/</sup></u>
0001	Make Believe (115 kV)	1001	Make Believe Out (12.5 kV)	1.0040	1.0045	+	S' Make Believe Substation	BPAT	Direct - B to S
0001	Make Believe (115 kV)	1002	Make Believe In (12.5 kV)	1.0040	1.0045	-	S' Make Believe Substation	BPAT	Direct - S to B
0002	Pretend (115 kV)	1003	Pretend Feeder Out (115 kV)	1.0000	1.0000	+	E's Pretend Substation (Line 1)	BPAT	Transfer - B to E to S <sup>3/</sup>
0002	Pretend (115 kV)	1004	Pretend Feeder In (115 kV)	1.0000	1.0000	-	E's Pretend Substation (Line 1)	BPAT	Transfer - S to E to B <sup>3/</sup>

**Table 2: Resource Meters**

<u>Point of Delivery #</u>	<u>Point of Delivery Name</u>	<u>Meter #</u>	<u>Meter Name</u>	<u>Energy Loss Factor</u>	<u>Demand Loss Factor</u>	<u>Direction (for Power Bills)</u>	<u>Metering Location</u>	<u>Load Control Area<sup>2/</sup></u>	<u>Manner of Service<sup>1/</sup></u>
0001	Make Believe (115 kV)	1005	Co-Gen In (115 kV)	0.9957	0.9947	+	Co-Gen Plant	BPAT	Directly Connected to S
0001	Make Believe (115 kV)	1006	Co-Gen Out (115 kV)	1.0114	1.0142	-	Co-Gen Plant	BPAT	Directly Connected to S

**Reviewer's Notes\*:**

↑ new (TSRM)*	↑ in Subscription (TSRM)*	↑ new (KSM)*	↑ in Subscription (KSM)*	↑ new (TPC)*	↑ new (TPC)*	↑ new (TPC)*	↑ in Subscription (TOT)*	↑ new (TPC)*	↑ in Subscription (TPC)*
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1/ B = Bonneville Power Administration; E = Example Public Utility District; S = Sample Cooperative

2/ BPAT = BPA Transmission Control Area

3/ BPA provides transfer service for Sample Cooperative over Example Public Utility District's facilities.

\* Reviewer's Note: Each data element has an owner (data steward) within BPA. TSRM = Oasis Management, TPC = Customer Service Engineers, TOT = Technical Operations, KSM = Metering Services. The Power Account Executives are responsible for validating the Customer-to-Meter relationship and the accuracy of the overall table. TPC will inform the Power AEs and KS of meter data element changes and the exhibit will be updated accordingly.

*(Drafter's Note: The following notes and terms are guidelines for developing the Metering Points of Measurement Exhibit. Do not include the following in the final exhibit. Footnote 1 should be edited to only have abbreviations needed.)*

### **Standard Footnotes**

- ~~(a) The revenue meters are owned by \_\_\_\_\_. (Assume revenue meters are owned by BPA, otherwise use this footnote.)~~
- ~~• Metered quantities shall be adjusted for losses between «Customer Name's Transmission Point of Delivery and the Points of Measurement.~~
- Demand measurements are provided by a totalizing recording demand meter.
- ~~(b) Subject to transfer pursuant to Transfer Agreement No. \_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_. (Only if customer is a party to the transfer agreement.)~~
- ~~(c) BPA provides transfer service for delivers power and energy to «Customer Name» by transfer over \_\_\_\_\_'s facilities.~~
- ~~(d) \_\_\_\_\_ provides \_\_\_ kV step-down to \_\_\_ kV delivery service at \_\_\_\_\_'s \_\_\_\_\_ Substation. (Use if utility besides BPA, the Transferor or customer provides the step-down transformation.)~~
- ~~(e) The current and potential transformers are owned by \_\_\_\_\_. (Assume CT's and PT's are owned by the owner of the substation where the metering equipment is located. If not, use this footnote.)~~
- ~~(f) The period of service for meter ~~the Points of Measurement~~ shall commence when the facilities are energized for commercial operation. (Need to be more specific on what facilities, e.g. name the owner and the substation.)~~
- ~~(g) The period of service for meter ~~the Points of Measurement~~ shall end at \_\_\_ hours on \_\_\_\_\_.~~
- ~~(h) This point of delivery is subject to a \_\_\_ kW demand limit.~~

### **Standard Terms**

- ~~(i) "Transfer" means that part of the wheeling of BPAPBL power to the Point of Delivery which is via wheeling paid for by BPA, PBL. Usually "T to C" or "T to B to C."~~
- ~~(j) "Direct" means a non-BPA non-PBL transmission provider delivers the BPAPBL power at a point of delivery which is between the transmission provider, and customer or an agent for customer. Usually "B to C."~~
- ~~(k) "Directly Connected" ~~"Customer Transmission or "Wheeled" Distribution System"~~ means a description of how the resource is connected to customer's system. ~~(e.g. directly connected or wheeled to customer's system).~~~~
- ~~• "Transmission Point of Delivery" means the point where power is delivered to customer's system ~~(the point of delivery described in customer's transmission agreement).~~~~
- "Metering Location" means the location on the system where the power is metered, not the actual location of the meter.

## **Exhibit F**

### **SCHEDULING**

**1. ~~PURPOSE OF THIS EXHIBIT(04/27/00 Version)~~**

~~The purpose of this exhibit is to identify power scheduling requirements and coordination procedures necessary for the delivery of electric power and energy sold under this Agreement. All provisions apply to Purchasing-Selling Entities (PSEs), including their authorized scheduling agent. Transmission scheduling arrangements are handled under separate agreements/provisions with the designated transmission provider. Nothing in this exhibit is intended to relieve the Parties of any obligation they may have under NERC or Western Systems Coordinating Council (WSCC) policy, procedure, or guideline.~~

**2. ~~COORDINATION: GENERAL, PRESCHEDULE, REAL-TIME, AND AFTER-THE-FACT REQUIREMENTS(04/27/00 Version)~~**

**(a) ~~General Requirements~~**

- ~~(1) The Parties may revise and replace this exhibit by mutual agreement. BPA shall also have the right to revise and replace this exhibit under the following circumstances after providing an opportunity for all affected Parties to discuss and comment on any proposed changes: (1) to comply with rules or orders issued by FERC, NERC, or WSCC or (2) to implement changes reasonably consistent with standard industry practice, but necessary for BPA to administer its power scheduling function.~~
- ~~(2) PSEs shall have staff available 24 hours a day for each day an active transaction or preschedule is in effect. PSE's must be prepared to verify transactions on an hourly basis if necessary.~~
- ~~(3) PSEs shall complete the prescheduling and check-out processes, and to verify Transactions and associated totals, per NERC tag, and BPA contract.~~
- ~~(4) Inability to verify Transactions may result in schedule rejection or curtailment.~~
- ~~(5) PSEs shall verify Transactions and totals after the fact (ATF) per both parties' ATF processes.~~
- ~~(6) BPA is not obligated to accept Transactions that do not comply with the scheduling requirements in this exhibit or the contract.~~
- ~~(7) Should a PSE attempt to preschedule a Transaction for power for which that PSE has an obligation to provide transmission and fails to properly reserve the transmission necessary to complete the~~

~~Transaction, the PSE will not be excused from its payment obligation, if any, under this Agreement.~~

- ~~(8) All Transactions shall be stated in the time zone specified by WSCC and shall be in “hour ending” format.~~
- ~~(9) All Schedules, except Dynamic Schedules, will be implemented on an hourly basis using the standard ramp as specified by WSCC procedures.~~
- ~~(10) Any power that is allowed to be resold at wholesale under this Agreement may only be resold if all characteristics of the product (e.g., Points of Receipt, shape, hours) are maintained in the resale.~~
- ~~(11) Changes to telephone or fax numbers of key personnel (for Prescheduling, Real Time, Control Area, or Scheduling Agents, etc.) must be submitted to BPA.~~

~~(b) Prescheduling Requirements~~

~~(1) Information Required For Any Preschedule~~

- ~~(A) Unless otherwise mutually agreed, all Transactions will be submitted according to NERC instructions for E-tagging, as modified by WSCC.~~
- ~~(B) When completing the NERC E-Tag insert the applicable BPA Contract number(s) in the “reference” column of the miscellaneous section of the tag.~~
- ~~(C) Transactions going to or from COB (California Oregon Border) must be identified as using Malin or Captain Jack, or COB Hub.~~

~~(2) Preschedule Coordination~~

- ~~(A) Final hourly preschedules (verbal submission of E-tag information) must be submitted for the next day(s) by 1000 of each Workday, unless otherwise agreed.~~
- ~~(B) Typically, preschedules are for one to three days. By mutual agreement of the parties, final preschedules may be requested for longer time periods to accommodate special scheduling requirements.~~
- ~~(C) Under certain operating conditions, either party may require submission of estimated daily preschedules for an ensuing period up to 10 days in length, prior to the final preschedule.~~

~~(e) — **Real Time Requirements**~~

- ~~(1) — PSEs may not make Real Time changes to the scheduled amounts, including transmission arrangements unless such changes are allowed under individual contract provisions or by mutual agreement.~~
- ~~(2) — If Real Time changes to the Schedule become necessary, and are allowable as described in section 2(e)(1) above, PSEs must submit such request no later than 30 minutes prior to the hour for which the Schedule change becomes effective.~~
- ~~(3) — Multihour changes to the Schedule shall specify each hour to be changed and shall not be stated as “until further notice.”~~
- ~~(4) — Emergency scheduling and notification procedures (including mid-hour changes) will be handled in accordance with NERC and WSCC procedures.~~

~~(d) — **After the Fact Reconciliation Requirements**~~

~~— PSEs agree to reconcile all Transactions, Schedules and accounts at the end of each month (as early as possible within the first 10 calendar days of the next month). The parties will verify all Transactions per BPA contract, as to product or type of service, hourly amounts, daily, and monthly totals, and related charges.~~

~~3. — **DEFINITIONS AND ACRONYMS (04/27/00 Version)**~~

~~— Capitalized terms in this Exhibit shall have the meanings defined below, in context, or as used elsewhere in this Agreement.~~

- ~~(a) — **Control Area:** An electrical system bounded by interconnection (tie-line) metering and telemetry. It controls generation directly to maintain its interchange schedule with other control areas and contributes to frequency regulation of the interconnection.~~
- ~~(b) — **Hour Ending:** Designation for one-hour periods of time based upon the time which the period ends. For example: the one-hour period between 1300 and 1400 is referred to as Hour Ending 1400.~~
- ~~(c) — **Prescheduling:** The process (electronic, oral, and written) of establishing and verifying with all scheduling parties, advance hourly Transactions through the following Workday(s). Preschedules apply to the following day or days (if the following day or days are not Workday(s)).~~
- ~~(d) — **Purchasing Selling Entity (PSE):** (NERC defined term) An entity that is eligible to purchase or sell energy or capacity and reserve transmission services.~~



- (e) ~~Real Time: The hourly or minute to minute operation and scheduling of a power system as opposed to those operations which are prescheduled a day or more in advance.~~
- (f) ~~Schedule: The planned Transaction approved and accepted by all PSEs and Control Areas involved in the Transaction.~~
- (g) ~~Transaction: An agreement arranged by a PSE to transfer energy from a seller to a buyer.~~
- (h) ~~Workday: Any day BPA, other regional utilities, and PSEs observe as a working day.~~

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## Exhibit F SCHEDULING

### 1. DEFINITIONS

- (a) “Counter Party” (10/01/07 Version) means an entity which has contracted to purchase electric power products from or sell electric power products to BPA.
- (b) “Schedule” (10/01/07 Version) means an agreement to transfer energy between a seller and a buyer. A Schedule includes the following information for delivery and receipt of power between the Source and Sink Balancing Authorities (as defined by NERC) involved in the transaction: (1) size in megawatts, (2) start and end time, and (3) beginning and ending ramp times and rate.

### 2. GENERAL REQUIREMENTS (10/01/07 Version)

Counter Party shall schedule power in accordance with this exhibit and the requirements of the Western Electricity Coordinating Council (WECC), the North American Energy Standards Board (NAESB), and the North American Electric Reliability Corporation (NERC), or their successors or assigns. In the case of conflict between this exhibit and any such requirements, this exhibit shall govern.

### 3. COORDINATION REQUIREMENTS (10/01/07 Version)

- (a) **Prescheduling**  
“Prescheduling” means the electronic process of submitting and confirming Schedules for the following workday(s). The “Preschedule Day” means the day on which Prescheduling occurs. Counter Party shall submit physical and market paths for Schedules for the following workday(s) to BPA by 1100 Pacific Prevailing Time of each Preschedule Day as shown in the table below. Except as specified by WECC (e.g. holidays):

<u><b>If the Preschedule Day is:</b></u>	<u><b>Then the Following Workday(s) is/are:</b></u>
<u>Monday</u>	<u>Tuesday</u>
<u>Tuesday</u>	<u>Wednesday</u>
<u>Wednesday</u>	<u>Thursday</u>
<u>Thursday</u>	<u>Friday, Saturday</u>
<u>Friday</u>	<u>Sunday, Monday</u>

**(b) Real-Time Scheduling**

- (1) “Real-Time Scheduling” means the verbal and documented process of establishing a new or modified Schedule after Prescheduling is completed. Unless allowed under a specific BPA contract or confirmation agreement, Counter Party shall not make modifications to Schedules in Real-Time Scheduling.
- (2) If a specific confirmation agreement or another contract allows for Real-Time Scheduling, Counter Party shall specify an “hour beginning” and an “hour ending” for all multi-hour changes to a Schedule and shall not state such changes as “until further notice.”

**(c) After the Fact Reconciliation (10/01/07 Version)**

“After the Fact” means the process of reconciling all Schedules after they have occurred. Within the first 10 calendar days of the month the parties shall reconcile all Schedules for the previous month by confirming that the following are consistent with the BPA contract or confirmation agreement: (1) products or type of service, (2) hourly, daily and monthly energy totals, and (3) related charges.

**(d) Scheduling on the COB and NOB (10/01/07 Version)**

- (1) California-Oregon Border (COB), also called California-Oregon Intertie (COI), consists of the Pacific AC Intertie (PACI or Malin) and the third AC Intertie (3A or Captain Jack) transmission lines to California. When scheduling using the COB transmission path, Counter Party shall use the following designations to indicate the direction of energy flow: “N to S” to indicate energy is flowing north to south on the transmission path from John Day to COB, and “S to N” to indicate energy is flowing south to north on the transmission path from COB to John Day.
- (2) Nevada-Oregon Border (NOB) consists of the Pacific DC Intertie (PDCI or Celilo) transmission lines to California. When scheduling using the NOB transmission path, Counter Party shall use the following designations to indicate the direction of energy flow: “N to S” to indicate energy is flowing north to south on the transmission path from Big Eddy to NOB, and “S to N” to indicate energy is flowing south to north on the transmission path from NOB to Big Eddy.

(e) **Contact Information**

The parties shall notify each other of changes to telephone or fax numbers of scheduling agents and personnel for the following functions: Prescheduling, Real-Time Scheduling, and After-the-Fact.

4. **REVISIONS**

(a) BPA may unilaterally revise this exhibit: (i) to comply with requirements of the WECC, NAESB, or NERC, or their successors or assigns, or (ii) to implement changes that are reasonably consistent with standard industry practice and that BPA determines are necessary to administer its power scheduling function.

(b) Except as provided in 4(c), revisions are effective 45 days after BPA provides written notice of the revisions to Counter Party.

(c) BPA may provide less than 45 days notice of revisions if, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of the WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.