

*Reviewers Note: Language in the Publics’ PF Block template involving tiered rates, TRM, PF, etc. is not applicable and has been removed from the IOU NR Block Template. This version is based on the July 25, 2008 version of the PF Block Template. Changes between the July 3 and July 25 versions are shown in “redline” format.*

# DRAFT NR Block Template

## POWER SALES AGREEMENT

executed by the

BONNEVILLE POWER ADMINISTRATION

and

«FULL NAME OF CUSTOMER»

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This POWER SALES AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and «FULL NAME OF CUSTOMER» («Customer Name»), hereinafter individually referred to as "Party" and collectively referred to as the "Parties." «Customer Name» is an investor-owned utility organized under the laws of the State of «\_\_\_\_\_», to purchase and distribute electric power to serve retail consumer load from its distribution system within its service area.

## RECITALS (~~02/06/2805/08~~ Version Revised 03/07/03/2008 for RPSA)

~~«Customer Name»'s current power sales agreement (Contract No. «##PB-#####») continues through September 30, 2011, and will be replaced by this Agreement on October 1, 2011.~~

~~This Agreement will replace «Customer Name»'s current power sales agreement (Contract No. «##PB-#####») which continues through September 30, 2011.~~

BPA has functionally separated its organization in order to separate the administration and decision-making activities of BPA's power and transmission functions. References in this Agreement to Power Services or Transmission Services are solely for the purpose of clarifying which BPA function is responsible for administrative activities that are jointly performed.

BPA is authorized to market federal power to qualified entities that are eligible to purchase such power. Under section 5(b)(1) of the Pacific Northwest Electric Power Planning and Conservation Act, P.L. 96-501 of 1980 (Northwest Power Act), BPA is obligated to offer a power sales agreement to eligible customers for the sale and purchase of federal power to serve their retail consumer load in the Region that is not met by the customer's use of its non-federal resources.

The Parties agree:

### 1. TERM (~~02/28/08~~ Version Revised 03/03/2008 for NR Block. Language regarding HWM removed.)

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2028. Performance by BPA and «Customer Name» shall commence on October 1, 2011, with the exception of those actions required prior to that date that are included in:

- (1) section 3, Block Power Purchase Obligation

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- (2) section ~~11109~~, Information Exchange and Confidentiality;
- (3) section ~~14123~~, Governing Law and Dispute Resolution;
- (4) section ~~17156~~, Termination; and
- (5) Exhibit A, Net Requirements and Resources.

Section ~~14123~~, Governing Law and Dispute Resolution will only apply to the extent there is a dispute regarding actions required after the Effective Date in the above referenced sections and exhibits.

### 2. DEFINITIONS (~~02/2806/05/08~~ Version)

Capitalized terms below shall have the meaning stated. Capitalized terms that are not listed below are either defined within the section or exhibit in which the term is used or, if not so defined, shall have the meaning stated in BPA's applicable Wholesale Power Rate Schedules, including the General Rate Schedule Provisions (GRSPs).

2.1 "5(b)/9(c) Policy" (07/24/08 Version) means BPA's Policy on Determining Net Requirements of Pacific Northwest Utility Customers Under Sections 5(b)(1) and 9(c) of the Northwest Power Act issued May 23, 2000, and its revisions or successors.

2.21 "Annexed Load" (0507/15/08 Version) means existing load, distribution system, or service territory «Customer Name» acquires after the Effective Date from another utility, by means of annexation, merger, purchase, trade, or other acquisition of rights, the acquisition of which has been authorized by a final state, regulatory or court action. The Annexed Load must be served from distribution facilities that are owned or acquired by «Customer Name».  
~~means existing load and distribution system, and/or service territory «Customer Name» acquires from another utility, by means of annexation, merger, purchase or trade, and authorized by a final state, regulatory or court action, for which «Customer Name» has the right, or has obtained an ownership interest in the facilities necessary, to serve the load.~~

2.3 "Average Megawatts" or "aMW" (07/24/08 Version) means the amount of electric energy in megawatt-hours (MWh) during a specified period of time divided by the number of hours in such period.

2.42 "Balancing Authority" (06/10/08 Version) means the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time. The Balancing Authority maintains load-resource balance.

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- 2.53 “Balancing Authority Area” *(06/10/08 Version)* means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. ~~The Balancing Authority maintains load resource balance within this area.~~
- 2.64 “Business Day(s)” *(05/13/08 Version)* means every Monday through Friday except federal holidays.
- ~~2.5 “Consumer Owned Resource” *(06/16/08 Version)* means a Generating Resource connected to «Customer Name»’s distribution system that is owned by a retail consumer, has a nameplate capability greater than 200 kilowatts, and is operated on a sustained basis rather than occasionally or intermittently as a back-up energy source at times of maintenance or forced outage.~~
- 2.76 “Contract Resources” *(07/02/15/08 Version)* means any source or amount of electric power that «Customer Name» acquires from an identified or unidentified electricity-producing unit by contract purchase, and for which the amount received by «Customer Name» does not depend on the actual production from an identified Generating Resource.
- ~~*(05/28/08 Version)* means sources or amounts of electric power that «Customer Name» acquires from identified or unidentified electricity producing units by contract purchase from a electricity supplier, and for which the hour to hour amounts received by «Customer Name» do not depend on the same hour to hour actual production from an identified Generating Resource.~~
- 2.87 “Dedicated Resource(s)” *(05/28/08 Version)* means a Specified Resource or an Unspecified Resource Amount listed in Exhibit A that Customer obligates itself to provide or is required by statute to provide under this Agreement for use to serve its Total Retail Load.
- ~~means those Specified Resources and Unspecified Resource Amounts that this contract assures «Customer Name» will use to serve its Total Retail Load.~~
- 2.9 “Diurnal” *(07/01/08 Version)* means the distribution of hours of months between Heavy Load Hours (HLH) and Light Load Hours (LLH).
- 2.108 “Due Date” *(05/25/08 Version)* shall have the meaning as described in section 89.2 of this Agreement.
- 2.119 “Effective Date” *(06/05/08 Version)* means the date on which this Agreement has been signed by «Customer Name» and BPA.
- 2.120 “Firm Requirements Power” *(06/05/08 Version)* means federal power that BPA sells under this Agreement and makes continuously available to «Customer Name» under this Agreement, except for an Uncontrollable Force,

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to meet BPA's obligations to «Customer Name» under section 5(b) of the Northwest Power Act.

2.13~~4~~ “Fiscal Year” or “FY”*(02/28/08 Version)* means the period beginning each October 1 and ending the following September 30.

2.14~~2~~ “Generating Resources”*(05/28/0807/23/08 Version)* means any source or amount of electric power from an identified electricity-producing unit, and for which the amount of power received by «Customer Name» or «Customer Name»'s retail consumer is determined by the power produced from such identified electricity-producing unit. Such unit may be owned by «Customer Name» or «Customer Name»'s retail consumer in whole or in part, or the output from such unit may be owned for a defined period by contract.

2.15 “Heavy Load Hours (HLH)”*(07/15/08 Version)* means hours ending 0700 - 2200 (6 a.m. - 10 p.m.) Pacific Prevailing Time (PPT), Monday through Saturday, excluding holidays as designated by the North American Electric Reliability Corporation (NERC). BPA may update this definition as necessary to conform to standards of the Western Electricity Coordinating Council (WECC), North American Energy Standards Board (NAESB), or NERC.

~~*(05/28/08 Version)* means sources or amounts of electric power from identified electricity producing units. The output of such units may be owned by, or a share of such output owned by, «Customer Name» or «Customer Name»'s retail consumer.~~

2.16~~3~~ “Interchange Points”*(04/01/08 Version)* means the points where Balancing Authority Areas interconnect, and at which the interchange of energy between Balancing Authority Areas is monitored and measured.

2.17 “Issue Date”*(07/17/08 Version)* shall have the meaning as described in section 8.1.

2.18 “Light Load Hours (LLH)”*(07/15/08 Version)* means: (1) hours ending 0100 - 0600 (12:00 midnight through 6:00 a.m.) and 2300 - 2400 (10 p.m. - 12:00 midnight) PPT, Monday through Saturday, and (2) all hours on Sundays and holidays as designated by NERC. BPA may update this definition as necessary to conform to standards of the WECC, NAESB, or NERC.

2.19~~4~~ “Net Requirement”*(05/15/08 Version)* means the amount of federal power that a customer is entitled to purchase from BPA to serve its Total Retail Load minus amounts of «Customer Name»'s Dedicated Resources shown in Exhibit A, determined consistent with section 5(b)(1) of the Northwest Power Act.

~~means the amount of federal power that a customer is entitled to purchase from BPA to serve its Total Retail Load minus its Dedicated Resource amounts as~~

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~~shown in Exhibit A, Net Requirements and Resources, consistent with section 5(b)(1) of the Northwest Power Act.~~

~~2.15 “Network Integration Transmission Service” (05/29/08 Version) shall have the meaning as defined in section 87.2.~~

2.2016 “New Large Single Load” or “NLSL” (06/05/08 Version) has the meaning specified in section 3(13) of the Northwest Power Act and in BPA’s NLSL policy.

~~2.17 “Onsite Consumer Load” (06/16/08 Version) means electric loads of «Customer Name» that are electrically interconnected directly with a Consumer Owned Resource within «Customer Name»’s service territory or on «Customer Name»’s distribution system, that may consume energy generated by such Consumer Owned Resource, and that require no schedule of power from such Consumer Owned Resource. The interconnection of such loads to the Consumer Owned Resource shall require use of no transmission or distribution facilities of any other non-«Customer Name» entity other than the owner of same Consumer Owned Resource.~~

2.218 “Point of Delivery” or “POD” (05/18/08 Version) means the point where power is transferred from a transmission provider to «Customer Name».

2.2219 “Point of Metering” or “POM” (05/15/08 Version)(5/18/07 Version) means the point at which power is measured.

2.2320 “Power Services” (09/04/07 Version) means the organization, or its successor organization, within BPA that is responsible for the management and sale of federal power ~~from the Federal Columbia River Power System.~~

2.241 “Region” (09/04/07 Version) means the Pacific Northwest as defined in the Northwest Power Act.

2.252 “Specified Resources” (06/30/08 Version) means a Generating Resource or Contract Resource that has a nameplate capability or maximum hourly purchase amount greater than 200 kilowatts, that «Customer Name» is required by statute or has agreed to use to serve its Total Retail Load. Each such resource is identified as a specific Generating Resource or as a specific Contract Resource with identified parties and is listed in section 2 and 4 of Exhibit A.

~~(05/28/08 Version) means Generating Resources, that have a nameplate capability greater than 200 kilowatts, or Contract Resources that «Customer Name» has named and agreed to dedicate to serve its Total Retail Load. Such resources are identified as specific non-federal resources or as specific contracts with identified parties.~~

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- 2.26 “Third Party Transmission Provider” *(03/17/08 Version)* means a transmission provider other than BPA that delivers power to «Customer Name».
- ~~2.273~~ “Total Retail Load” *(07/2306/05/08 Version)* means all retail electric power consumption, including electric system losses, within «Customer Name»’s electrical system excluding:
- (1) nonfirm or interruptible loads agreed to by the Parties,
  - (2) transfer loads of other utilities served by «Customer Name», and
  - (3) any loads not on «Customer Name»’s electrical distribution system and not within «Customer Name»’s contiguous service territory unless that are not specifically agreed to by BPA.
- 2.284 “Transmission Services” *(09/04/07 Version)* means the 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.
- 2.295 “Uncontrollable Force” *(05/25/08 Version)* has the meaning as defined in section ~~312~~ 1.
- ~~2.3026~~ “Unspecified Resource Amounts” *(03/217/23/08 Version)* means an amount of firm energy, listed in 3 and 4 of Exhibit A, that «Customer Name» has agreed to supply and use to serve its Total Retail Load. Such amount is not attributed to a Specified Resource.
- ~~means an amount of firm power «Customer Name» has agreed to supply and dedicate to serve its Total Retail Load and which is not attributed to a particular Generating Resource or Contract Resource.~~

### 3. BLOCK POWER PURCHASE OBLIGATION *(06/1530/2008 Version for NR Block)*

#### 3.1 Purchase and Sale of Block Product

From October 1, 2011, and continuing through September 30, 2028, BPA shall sell and make available, and «Customer Name» shall purchase, Firm Requirements Power each hour in specific amounts to serve «Customer Name»’s forecasted Net Requirements, as listed in Exhibit A, Net Requirements and Resources. «Customer Name» shall serve any portion of its Total Retail Load that is not served with Firm Requirements Power with the Dedicated Resources listed in Exhibit A, Net Requirements and Resources.

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On a planning basis «Customer Name» shall serve that portion of its Total Retail Load that is not served with Firm Requirements Power with the Dedicated Resources listed in Exhibit A. Such amounts listed in Exhibit A are not intended to govern how «Customer Name» shall operate its Dedicated Resources.

### 3.2 Take or Pay

«Customer Name» shall pay for the amount of power it has committed to purchase under section 3.1 ~~and that BPA makes available of this Agreement,~~ at the rates BPA establishes as applicable to such power, whether or not «Customer Name» took actual delivery of such power.

### 3.3 Establishment of Block Power Amounts

#### 3.3.1 Provisions Related to Delivery

Firm Requirements Power shall be made available to «Customer Name» as a flat annual block, which delivers an equal amount of firm Requirements Power in all hours of each month for each FY.

#### 3.3.2 Notice Deadlines and Purchase Periods

Notice Deadlines and corresponding Purchase Periods are as follows:

Notice Deadline		Purchase Period
November 1, 2009	For	FY 2012 – FY 2019
September 30, 2016	For	FY 2020 – FY 2028

#### 3.3.3 Short-Term Rate Purchases

By each Notice Deadline above, «Customer Name» shall provide written notice to BPA of «Customer Name»'s purchase amounts (including zero amounts) of Firm Requirements Power priced at the NR Rate for each year of the corresponding Purchase Period. If «Customer Name» does not provide such notice, «Customer Name» shall purchase zero amounts of Firm Requirements Power priced at the NR Rate for the corresponding Purchase Period. BPA and «Customer Name» shall amend this Agreement in order to update the table below to show «Customer Name»'s purchase amounts.

#### Purchase Amounts

Fiscal Year	2012	2013	2014	2015	2016	2017	2018	2019
aMW								

Fiscal Year	2020	2021	2022	2023	2024	2025	2026	2027	2028
aMW									

### 3.4 List and Application of Dedicated Resources

«Customer Name» agrees to serve a portion of its Total Retail Load with the Dedicated Resources listed in Exhibit A as follows:«Customer Name» shall



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~~list its Dedicated Resources in Exhibit A, Net Requirements and Resources, as follows:~~

- (1) Specified Resources that are Generating Resources shall be listed in section 2.1 of Exhibit A,
- (2) Specified Resources that are Contract Resources shall be listed in section 2.2 of Exhibit A, and
- (3) Unspecified Resource Amounts shall be listed in section 3.1 of Exhibit A.

~~«Customer Name» shall apply its Dedicated Resources to its Total Retail Load, and specify amounts of its Dedicated Resources in the tables in Exhibit A, as stated below for each specific resource and type. «Customer Name» shall apply such resources to its Total Retail Load as follows:~~

### 3.4.1 Specified Resources

#### 3.4.1.1 Application of Specified Resources

~~«Customer Name» shall apply the output of all Specified Resources, listed in section 2 of Exhibit A, to «Customer Name»'s Total Retail Load. BPA shall use the amounts listed in Exhibit A to determine «Customer Name»'s Net Requirement; the amounts listed are not intended to interfere with «Customer Name»'s decisions on how to operate its Specified Resources.~~

#### 3.4.1.2 Determining Specified Resource Amounts

~~«Customer Name» shall state for Specified Resources, listed in section 2 of Exhibit A, firm energy amounts for Diurnal periods and peak amounts for each month beginning with the later of the date the resource was dedicated to load or October 1, 2011, through the earlier of the date the resource will be permanently removed or September 30, 2028. The Parties shall determine the firm energy amounts for Diurnal periods and peak amounts for each month for each Specified Resource pursuant to the 5(b)/9(c) Policy. The Parties shall update the peak amounts listed in section 2 of Exhibit A pursuant to section 3.5.~~

### ~~3.4.1 Specified Resources~~

~~«Customer Name» shall apply the output from all Specified Resources listed in section 2 of Exhibit A, Net Requirements and Resources, to serve its Total Retail Load. BPA shall use the amounts listed in Exhibit A, Net Requirements and Resources, to determine «Customer Name»'s Net Requirement under this Agreement; the amounts listed~~

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~~are not intended to interfere with «Customer Name»'s decisions on how to operate its Specified Resources.~~

### 3.4.2 Unspecified Resource Amounts

#### 3.4.2.1 Application of Unspecified Resource Amounts

~~In addition to the resource amounts listed in section 2 of Exhibit A, Net Requirements and Resources, «Customer Name» shall serve its Total Retail Load with Unspecified Resource Amounts to meet any obligations «Customer Name» made. By September 15, 2011, and by each September 15 thereafter, the Parties BPA shall calculate, and BPA shall fill in the table in section 3.1 of Exhibit A with, «Customer Name»'s Unspecified Resource Amounts for the upcoming Fiscal Year. Upon termination or expiration of this Agreement any Unspecified Resource Amounts listed in Exhibit A shall expire and, «Customer Name» shall have no further obligation to apply Unspecified Resource Amounts. may discontinue serving its Total Retail Load with any Unspecified Resource Amounts.~~

#### 3.4.2.2 Determining Unspecified Resource Amounts

~~By September 15, 2011, and by each September 15 thereafter, the Parties shall calculate, and BPA shall fill in the tables in section 3.1.2 of Exhibit A with, «Customer Name»'s Unspecified Resource Amounts for the upcoming Fiscal Year. Upon termination or expiration of this Agreement any Unspecified Resource Amounts listed in Exhibit A shall expire and «Customer Name» shall have no further obligation to apply Unspecified Resource Amounts~~

### 3.5 Standard for Calculating Resource Peak Amounts

~~Within 180 days after BPA provides written notice to «Customer Name» that BPA has adopted a new standard for determining peak amounts for resources, BPA in consultation with «Customer Name» shall calculate peak amounts for each Specified Resource listed in section 2 of Exhibit A and BPA shall update the tables in Exhibit A with such peak amounts. BPA's peak standard shall be developed in a public process that shall occur after the Effective Date.~~

### ~~3.5 Dedicated Resource Amounts for Specified Resources~~

#### ~~3.5.1 Specified Resource Energy Amounts~~

~~«Customer Name» shall list firm energy amounts for each Specified Resource, listed in section 2 of Exhibit A, Net Requirements and Resources, for each month and diurnal period beginning with the later of (1) the date the resource was dedicated to load, as shown in section 2 of Exhibit A, Net Requirements and Resources, or (2) October 1, 2011, through to the earlier of (1) the date the resource~~

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~~will be permanently removed, as shown in section 2 of Exhibit A, Net Requirements and Resources, or (2) September 30, 2028.~~

### ~~3.5.2 Specified Resource Peak Amounts~~

~~Within 180 days after BPA establishes a standard for determining resource peaking amounts, the Parties shall calculate peaking amounts for each Specified Resource listed in section 2 of Exhibit A and the Parties shall update the tables in Exhibit A with such peaking amounts. Such peaking standard shall be developed in a public process occurring after the Effective Date.~~

## 3.6 Changes to Dedicated Resources

### 3.6.1 Resource Additions for a BPA Insufficiency Notice

If BPA provides «Customer Name» a notice of insufficiency and reduces its purchase obligation, in accordance with section 134.2, Insufficiency and Allocations, of the body of this Agreement, «Customer Name» may~~shall~~ add Dedicated Resources to Exhibit A, ~~Net Requirements and Resources~~, to replace amounts of Firm Requirements Power BPA will not be providing due to insufficiency.

### 3.6.2 Decrements for 9(c) Export

If BPA determines (in accordance with section 134.6, Use of Regional Resources, ~~of the body of this Agreement~~) that an export of a Specified Resource listed in section 2 of Exhibit A, ~~Net Requirements and Resources~~, requires a reduction in the amount of Firm Requirements Power BPA sells «Customer Name» then BPA shall notify «Customer Name» of the amount and duration of the reduction in «Customer Name»'s Firm Requirements Power purchases from BPA. ~~-, BPA shall add Unspecified Resource Amounts to section 3.1 of Exhibit A, Net Requirements and Resources. Within 30 days of such notification BPA shall add Unspecified Resource Amounts to section 3.2 of Exhibit A in the amount and for the duration of such decrement unless «Customer Name» adds a Specified Resource within 20 days of such notification.~~  
~~BPA shall notify «Customer Name» of the amount and duration of the reduction in «Customer Name»'s Firm Requirements Power purchases from BPA.~~

### 3.6.3 Permanent Discontinuance of Resources

«Customer Name» may permanently remove a Specified Resource listed in section 2 of Exhibit A, consistent with the 5(b)/9(c) Policy on statutory discontinuance for permanent removal. If BPA makes a determination that «Customer Name»'s Specified Resource has met BPA's standards for a permanent removal, BPA shall revise Exhibit A accordingly. If «Customer Name» does not replace such resource with another Dedicated Resource, «Customer Name»'s additional Firm Requirements Power purchases under this Agreement, as a result of

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such a resource removal, may be subject to additional rates or charges as established in the GRSPs.

~~The Specified Resources listed in section 2 of Exhibit A, Net Requirements and Resources, may be removed permanently by «Customer Name» consistent with BPA's Policy on Determining Net Requirements of Pacific Northwest Utility Customers Under Sections 5(b)(1) and 9(e) of the Northwest Power Act issued May 23, 2000, as clarified March 21, 2003 (5(b)/9(e) Policy), on statutory discontinuance for permanent removal. If BPA makes a determination that «Customer Name»'s resource has met BPA's standards for a permanent removal, BPA shall revise this exhibit to show the resource changes. «Customer Name»'s additional power purchases under this Agreement, as a result of such a resource removal, may be subject to additional rates or charges as established in the GRSPs.~~

### 3.6.4 Resource Additions for Annexed Loads

To serve amounts of Annexed Loads that are added after the Effective Date, «Customer Name» may add Dedicated Resources to Exhibit A, ~~Net Requirements and Resources~~, pursuant to «Customer Name»'s elections to purchase Firm Requirements Power from BPA. «Customer Name»'s additional power purchases under this Agreement, as a result of such Annexed Loads, may be subject to additional rates or charges as established in the GRSPs.

### 3.6.5 Resource Additions/Removals for NLSLs

3.5.5.1 To serve NLSLs (established in Exhibit B) that are added after the Effective Date, «Customer Name» may add Dedicated Resource amounts, in monthly and Diurnal amounts, to section 4 of Exhibit A. «Customer Name» may discontinue serving its NLSL with the Dedicated Resource amounts listed in section 4 of Exhibit A if BPA determines that «Customer Name»'s NLSL is no longer an NLSL in «Customer Name»'s service territory.

3.6.5.2 If «Customer Name» elects to serve an NLSL with Dedicated Resources, «Customer Name» shall specify in section 4 of Exhibit A the maximum monthly and Diurnal Dedicated Resource amounts that «Customer Name» plans to use to serve the NLSL. «Customer Name» shall serve the actual load of the NLSL up to such maximum amounts with such Dedicated Resource amounts. To the extent that the NLSL load is less than the maximum amount in any monthly or Diurnal period, «Customer Name» shall have no right or obligation to use such amounts to serve the non-NLSL portion of its Total Retail Load. Specific arrangements to

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match such resources to the NLSL on an hourly basis will be established in Exhibit D.

~~To serve NLSLs (established in Exhibit B, Additional Products and Special Provisions) that are added after this Agreement is executed, «Customer Name» may add Dedicated Resources to Exhibit A, Net Requirements and Resources.~~

~~*Reviewer's Note: BPA (acting on behalf of the United States Entity) needs the following information to administer the Columbia River Treaty with Canada. BPA also needs the following information for 9(c) determinations:*~~

### ~~3.7 Resources Not Dedicated to Total Retail Load~~

~~«Customer Name» shall list in section 5 of Exhibit A, Net Requirements and Resources, any non-federal resources «Customer Name» owns that are 1) not Specified Resources listed in section 2 of Exhibit A, and 2) greater than 200 kilowatts of nameplate capability. At BPA's request «Customer Name» shall provide BPA with additional data if needed to verify the information listed in section 5 of Exhibit A.~~

### ~~3.8 Consumer Owned Resources~~

~~«Customer Name» shall designate whether each of its Consumer Owned Resources will or will not serve Onsite Consumer Load. «Customer Name» shall make such designation to BPA, in writing, for a new Consumer Owned Resource within 120 days of the first production of energy by such resource. «Customer Name»'s designation of its Consumer Owned Resources shall apply for the term of this Agreement.~~

~~Consistent with «Customer Name»'s designations, BPA shall list all Consumer Owned Resources serving Onsite Consumer Load in section 7.1 of Exhibit A, except any Consumer Owned Resources serving an NLSL which shall be listed in section 4 of Exhibit A. «Customer Name» shall apply all power generated by such resources to On-Site Consumer Load pursuant to section 3.8.1 below.~~

~~Consistent with «Customer Name»'s designations, BPA shall list all Consumer Owned Resources not serving Onsite Consumer Load in section 7.2 of Exhibit A. «Customer Name» shall apply all power generated by such resources pursuant to section 3.8.2 below.~~

#### ~~3.8.1 Consumer Owned Resources Serving Onsite Consumer Load~~

~~Power generated from Consumer Owned Resources listed in section 7.1 of Exhibit A shall serve «Customer Name»'s Onsite Consumer Load. If on any hour, power generated from a Consumer Owned Resource exceeds Onsite Consumer Load, the amount of such excess power on that hour shall be treated as inadvertent flow for which «Customer Name» shall receive no compensation from BPA.~~

#### ~~3.8.2 Consumer Owned Resources Serving Load Other than Onsite Consumer Load~~

~~Power generated from Consumer Owned Resources listed in section 7.2 of Exhibit A shall be scheduled for delivery to load and either (1) sold to another utility in the Region for use in its Total Retail Load, (2) purchased by «Customer Name» for use in its Total Retail Load (consistent with section 3.4 of this Agreement), or (3) marketed as an export.~~

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### ~~3.8.3—Changes to Consumer Owned Resources~~

~~«Customer Name» shall notify BPA in writing, by June 30 for the upcoming Fiscal Year, of any changes in generating capability, ownership, or other characteristic of Consumer Owned Resources identified in Section 7 of Exhibit A.~~

~~*Note: I talked to Emily about this section. She said it was only applicable to customers' with a HWM or a Load Following customer. Neither applies here.*~~

### 4. **APPLICABLE RATES** *(02/28/08 Version Revised 03/17/2008 for NR Block)*

Purchases under this Agreement are subject to the New Resource Firm Power (NR) rate schedule, or its successor. Billing determinants for any purchases are included in the each rate schedule. Power purchases under this Agreement are subject to BPA's rates and, its GRSPs (or their successors), and the TRM.

#### 4.1 **New Resource Firm Power Rates**

BPA shall establish its NR power rates that apply to purchases under this Agreement pursuant to section 7 of the Northwest Power Act.

#### 4.2 **Additional Charges** *(02/28/08 Version, revised 3/17/08 for NR Block)*

«Customer Name» may be subject to any additional charges or penalty charges in the GRSPs, including the Unauthorized Increase (UAI) Charge.

### ~~5. **NO WARRANTY** *(03/26/08 Version)*~~

~~*Reviewer's Note: This section is based on the Regional Dialogue Policy (page 52, section XI, Dispute Resolution)*~~

~~Nothing in this Agreement, or any dispute arising out of this Agreement, shall limit the Administrator's responsibility to establish rates to recover costs and timely repay the U.S. Treasury or to take actions that are effectively required by a court order. It is the Parties' intent to structure a durable commercial relationship that is based on existing statutory requirements and to provide «Customer Name» with protection against change to those guiding statutes as is reasonably possible. However, BPA does not warrant or represent that this Agreement is immune from costs imposed by court order or agency regulations of a general and public nature or is immune from subsequently enacted legislation.~~

### ~~56. **SCHEDULING** *(09/04/07 Version)*~~

~~«Customer Name» shall schedule power in accordance with Exhibit C, Scheduling.~~

### ~~67. **DELIVERY**~~

#### ~~67.1 **Definitions**~~

~~67.1.1 "Primary Points of Receipt" *(03/17/08 Version)* means 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.~~

~~67.1.2 "Scheduling Points of Receipt" *(03/17/08 Version)* means the points on the Pacific Northwest transmission system where Firm Requirements~~

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Power is made available by Power Services to «Customer Name» for purposes of transmission scheduling.

### 67.2 Transmission Service (~~07/24/07~~08 Version)

67.2.1 «Customer Name» is responsible for delivery of power from the Scheduling Points of Receipt.

67.2.2 «Customer Name» shall provide at least 60 days' notice to Power Services prior to changing Balancing Authority Areas.

67.2.3 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. If BPA does provide power to «Customer Name» at Scheduling Points of Receipt that are different than the Primary Points of Receipt, then 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, as outlined in (1) or (2) below, have been met:

(1) If «Customer Name» has long-term Point to Point (PTP) transmission service (as defined in BPA's Open Access Transmission Tariff) for delivery of Firm Requirements Power to its load:

(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; and,

(B) «Customer Name» has submitted a request to redirect its long-term firm PTP transmission service to deliver Firm Requirements Power from the Scheduling Point of Receipt on a firm basis, but that request was not granted; and

(C) «Customer Name»'s transmission schedule was curtailed due to non-firm status under PTP transmission service or «Customer Name» can provide proof of the reimbursable costs incurred to replace the curtailed schedule.

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(2) If «Customer Name» has long-term Network Integration Transmission Service (as defined in BPA's Open Access Transmission Tariff) for delivery of Firm Requirements Power to its load:

(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; and,

(B) «Customer Name»'s transmission schedule was curtailed due to non-firm status under its secondary service status and «Customer Name» can provide proof of the reimbursable costs incurred to replace the curtailed schedule.

~~(1) «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; and~~

~~(2) This condition only applies if «Customer Name» has long term Point to Point (PTP) transmission service (as defined in BPA's Open Access Transmission Tariff) for delivery of Firm Requirements Power to its load. «Customer Name» has submitted a request to redirect its long term firm PTP transmission service to deliver Firm Requirements Power from the Scheduling Point of Receipt on a firm basis, but that request was not granted; and~~

~~(3) «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 (as defined in BPA's Open Access Transmission Tariff) and «Customer Name» can provide proof of the reimbursable costs incurred to replace the curtailed schedule.~~

### 67.3 Liability for Delivery *(05/25/08 Version)*

«Customer Name» waives any claims against BPA arising under this Agreement for nondelivery of power to any points beyond the applicable Scheduling Points of Receipt, except as described in section ~~76.2.3~~ above. BPA shall not be liable under this Agreement for any third-party claims related to the delivery of power after it leaves the Scheduling Points of Receipt. Neither Party shall be liable under this Agreement to the other Party 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.



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### 67.4 **Real Power Losses** (03/14/08 Version)

BPA is responsible for the real power losses necessary to deliver Firm Requirements Power to «Customer Name»'s PODs listed in Exhibit D, ~~Metering.~~

### 67.5 **Metering Losses** (04/03/08 Version)

BPA shall adjust measured amounts of power to account for losses, if any, that occur between «Customer Name»'s PODs and the respective POMs, as specified in Exhibit D, ~~Metering.~~

## 78. **METERING** (03/31/08 Version)

### 78.1 **Requirements for Meters**

«Customer Name»'s purchase commitment in section 3 ~~of this Agreement~~ does not require load meters for billing and payment. For purposes of forecasting and planning, BPA may require «Customer Name» to provide BPA some or all of «Customer Name»'s load data, as required by section ~~910.4~~, Hourly Total Retail Load Data.

If, during the term of this Agreement, BPA determines that the load data BPA has requested and «Customer Name» has provided to BPA is not adequate or verifiable, or if BPA determines that either load or resource meter data is needed to administer this Agreement, «Customer Name» shall allow BPA to install BPA owned meters, at BPA's expense, to collect such data. For all existing meters listed in Exhibit D, ~~Metering~~ used by BPA for forecasting and planning, and for new meters, the following requirements shall apply.

#### 7.1.1 **BPA Owned Meters**

At BPA's expense, BPA shall operate, maintain, and replace, as necessary all metering equipment owned by BPA that is needed to forecast and plan for «Customer Name»'s power needs under this Agreement. «Customer Name» authorizes BPA to maintain and replace any BPA owned meter on «Customer Name» facilities. With reasonable notice from BPA and for the purpose of implementing this provision, «Customer Name» shall grant BPA reasonable physical access to BPA owned meters at BPA's request.

If, at any time, BPA or «Customer Name» determines that a BPA owned meter is defective or inaccurate, BPA shall adjust, repair, or replace the meter to provide accurate metering as soon as practical.

BPA shall give «Customer Name» access to meter data from the BPA owned meters listed in Exhibit D.

#### 7.1.2 **Non-BPA Owned Meters**

##### 7.1.2.1 **Customer Owned Meters**

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For all «Customer Name» owned metering equipment that is needed by BPA to forecast and plan for «Customer Name»'s power needs under this Agreement, «Customer Name» shall give BPA direct, electronic access to meter data from all «Customer Name» owned meters that are capable of being accessed electronically. For the purpose of inspection, «Customer Name» shall grant BPA reasonable physical access to «Customer Name»'s meters at BPA's request.

«Customer Name» shall operate, maintain, and replace, as necessary at «Customer Name» expense, all «Customer Name» owned metering equipment.

If, at any time, BPA or «Customer Name» determines that a «Customer Name» owned meter listed in Exhibit D, is defective or inaccurate, «Customer Name» shall adjust, repair, or replace the meter, or shall make commercially reasonable efforts to arrange for the completion of such actions, to provide accurate metering as soon as practical. BPA shall have the right to witness any meter tests conducted by «Customer Name» on «Customer Name» owned meters listed in Exhibit D, and, with reasonable advance notice, BPA may conduct tests on such meters. «Customer Name» shall have the right to witness any meter tests conducted by BPA.

### 7.1.2.2 Non-BPA Owned Meters Not Owned by «Customer Name»

For non-BPA owned meters not owned by «Customer Name» needed by BPA to forecast and plan, «Customer Name» shall make commercially reasonable efforts to arrange for such meters to be operated, maintained and replaced, as necessary.

If, at any time, it is determined that a non-BPA owned meter not owned by «Customer Name» listed in Exhibit D, is defective or inaccurate, «Customer Name» shall make commercially reasonable efforts to arrange to adjust, repair, or replace the meter, to provide accurate metering as soon as practical. To the extent possible, BPA may witness any meter tests on non-BPA owned meters not owned by «Customer Name» listed in Exhibit D, and, with reasonable advance notice, BPA may conduct tests on such meters. «Customer Name» shall have the right to witness any meter tests conducted by BPA.

### 7.1.2.3 Non-BPA Owned Meters Owned by a Third-Party Transmission Provider

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This section 7.1.2 shall not apply to non-BPA owned meters that are owned by a Third-Party Transmission Provider with which BPA holds a transmission contract for service to «Customer Name» load. In these cases the metering arrangements shall be between BPA and the Third-Party Transmission Provider.

### 7.1.3 New Meters

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

All new and replaced meters installed by BPA or «Customer Name» shall meet the American National Standard Institute standards, including, but not limited to, C12.20, Electricity Meters—0.2 and 0.5 Accuracy Classes and the Institute of Electrical and Electronics Engineers, Inc. standard C57.13, Requirements for Instrument Transformers, 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.

### 7.2 Metering an NLSL (07/25/08 Version)

Any loads that are monitored by BPA for an NLSL determination and any NLSLs shall be metered pursuant to section 13.3.4, Metering an NLSL.

### 7.3 Metering Exhibit

«Customer Name» shall provide meter data specified in section 9.3, Information Exchange and Confidentiality, and shall notify BPA of any changes to PODs, POMs, Interchange Points and related information for which it is responsible. BPA shall list «Customer Name»'s PODs and meters in Exhibit D.

### ~~8.1.1 BPA Owned Meters~~

~~BPA shall operate, maintain, and replace, as necessary all metering equipment owned by BPA that is needed to forecast and plan for «Customer Name»'s power needs under this Agreement. «Customer Name» authorizes BPA to maintain and replace any BPA owned meter on «Customer Name» facilities. With reasonable notice from BPA and for the purpose of implementing this provision, «Customer Name» shall grant BPA physical access to BPA owned meters at BPA's request.~~

~~If, at any time, BPA or «Customer Name» determines that a BPA owned meter is defective or inaccurate, BPA shall adjust, repair, or replace the meter to provide accurate metering as soon as practical.~~

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### ~~8.1.2 Non-BPA Owned Meters~~

~~For all non-BPA owned metering equipment owned by «Customer Name» that is needed by BPA to forecast and plan for «Customer Name»'s power needs under this Agreement «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. For the purpose of inspection, «Customer Name» shall grant BPA reasonable physical access to «Customer Name»'s meters at BPA's request.~~

~~This section 8.1.2 shall not apply to non-BPA owned meters that are owned by a Third Party Transmission Provider with which BPA holds a transmission contract for service to «Customer Name» load. In these cases the metering arrangements shall be between BPA and the Third Party Transmission Provider.~~

~~«Customer Name» shall operate, maintain, and replace, as necessary at «Customer Name» expense, all non-BPA metering equipment owned by «Customer Name». For non-BPA owned meters listed in Exhibit D, Metering that are not owned by «Customer Name» but are needed by BPA to forecast and plan, «Customer Name» shall arrange for such meters to be operated, maintained and replaced, as necessary.~~

~~If, at any time, BPA or «Customer Name» determines that a non-BPA owned meter listed in Exhibit E, Metering is defective or inaccurate, «Customer Name» shall adjust, repair, or replace the meter to provide accurate metering as soon as practical. BPA shall have the right to witness any meter tests conducted by «Customer Name» on non-BPA owned meters listed in Exhibit D, Metering and, with reasonable advance notice, BPA may conduct tests on such meters. «Customer Name» shall have the right to witness any meter tests conducted by BPA.~~

### ~~8.1.3 New Meters~~

~~The Parties shall enter into a separate agreement, if such an agreement is not already in place, addressing the ownership, location, access, maintenance, replacement, testing, and liability of the Parties with respect to new and replaced meters. All new meters installed by BPA or «Customer Name» shall meet the American National Standard Institute standards, including, but not limited to, C12.20, Electricity Meters—0.2 and 0.5 Accuracy Classes and the Institute of Electrical and Electronics Engineers, Inc. standard C57.13, Requirements for Instrument Transformers, 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.~~

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### 8.2 ~~Metering an NLSL (06/13/08 Version)~~

~~«Customer Name» shall meter any loads that are monitored by BPA for an NLSL determination and any NLSLs consistent with section 14.3.4, Metering an NLSL.~~

### 8.3 ~~Metering Exhibit~~

~~«Customer Name» shall provide meter data specified in section 10.3, Information Exchange and Confidentiality, and shall notify BPA of any changes to PODs, POMs, Interchange Points and related information for which it is responsible. BPA shall list «Customer Name»'s PODs and meters in Exhibit D, Metering.~~

## 89. BILLING AND PAYMENT (10/17/07 Version)

### 89.1 Billing (05/14/08 Version)

BPA shall bill «Customer Name» monthly for all products and services provided during the preceding month(s). BPA may send «Customer Name» an estimated bill followed by a final bill. The Issue Date is the date BPA electronically sends the bill to «Customer Name». ~~BPA shall send all bills on the bill's issue date.~~ 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.

### 89.2 Payment (03/26/08 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 holiday, the Due Date is the next Business Day. If «Customer Name» has made payment on an estimated bill then:

- (1) 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) 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, BPA shall pay the difference by the next Business Day.

### 89.3 Late Payments (03/26/08 Version)

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

- (1) the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) plus 4 percent, divided by 365; or
- (2) the Prime Rate times 1.5, divided by 365;

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shall be applied each day to any unpaid balance.

### 89.4 Termination(07/25/14/08 Version)

If «Customer Name» has not paid its bill in full by the Due Date, it shall have 45 days to cure its nonpayment ~~by making payment in full.~~ If «Customer Name» does not provide payment within three Business Days after receipt of an additional written notice from BPA, and BPA determines in its sole discretion that «Customer Name» is unable to make the payments owed, then BPA may terminate this Agreement. Written notices sent under this section must comply with section 10, Notices and Contact Information.

~~If «Customer Name» is more than 45 days late in paying its bill, BPA may require additional forms of payment assurance acceptable to BPA. If «Customer Name» does not provide such payment assurance within three Business Days after receipt of written notice from BPA, and BPA determines in its sole discretion that «Customer Name» is unable to make the payments owed, BPA may terminate this Agreement. Written notices sent under this section must comply with section 11, Notices and Contact Information.~~

### 89.5 Disputed Bills(05/14/17/08 Version)

8.5.1 If «Customer Name» disputes any portion of a charge or credit on «Customer Name»'s estimated or final bills, «Customer Name» shall provide notice to BPA with a copy of the bill noting the disputed amounts. Notwithstanding whether any portion of the bill is in dispute, «Customer Name» shall pay the entire bill by the Due Date. Unpaid amounts on a bill (including both disputed and undisputed amounts) are subject to the late payment charges provided above. Notice of a disputed charge on a bill does not constitute BPA's agreement that a valid claim under contract law has been stated.

8.5.2 If the Parties agree, or if after a final determination of a dispute pursuant to section 12, Governing Law and Dispute Resolution, «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 the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) divided by 365.

~~9.5.1 If «Customer Name» disputes any portion of a charge or credit on «Customer Name»'s 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 dispute, «Customer Name» shall pay the entire bill by the Due Date. Unpaid amounts on a bill (including both disputed and undisputed amounts) are subject to the late payment charges provided above. Notice of a disputed charge on a bill does not constitute BPA's agreement that a valid claim under contract law has been stated.~~

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~~9.5.2~~ If the Parties agree, or if after dispute resolution «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 the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) divided by 365.

### **910. INFORMATION EXCHANGE AND CONFIDENTIALITY**

*Reviewer's Note: Exhibits & other sections of this Agreement may also have data requirements.*

#### ~~109.1~~ **General Requirements** (03/30/08 Version)

~~Upon request, each Party shall provide the other Party with any information that is necessary to administer this Agreement, and to forecast «Customer Name»'s Total Retail Load, forecast BPA system load, comply with NERC reliability standards, prepare bills, resolve billing disputes, administer transfer service, and to otherwise implement this Agreement. For example, this obligation includes transmission and power scheduling information and load and resource metering information (such as one-line diagrams, metering diagrams, loss factors, etc.). Such information shall be provided in a timely manner.~~

~~Each Party shall provide the other Party with any information that is necessary to administer this Agreement, and to forecast «Customer Name»'s Total Retail Load, forecast BPA system load, comply with NERC reliability standards, prepare bills, resolve billing disputes, administer transfer service, and to otherwise implement this Agreement. This obligation includes transmission and power scheduling information and load and resource metering information (such as one-line diagrams, metering diagrams, loss factors, etc.).~~

#### **910.2. Reports** (05/14/08 Version)

~~910.2.1~~ Within 30 days after final approval by the «Customer Name»'s authorized officer, «Customer Name» shall e-mail its annual financial report and statements to BPA at kslf@bpa.gov. If publicly available, «Customer Name» shall notify BPA of its availability.

~~Within 30 days after final approval by the «Customer Name»'s governing body, «Customer Name» shall e-mail its annual financial report and statements to BPA at kslf@bpa.gov.~~

~~910.2.2~~ Within 30 days after their submittal to the Energy Information Administration (EIA), «Customer Name» shall e-mail a copy of its Annual Form EIA-861 Reports to BPA at kslf@bpa.gov. If «Customer Name» is not otherwise required to submit such reports to the EIA, then this requirement does not apply.

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### 910.3 Meter Data (07/176/10/08 Version)

910.3.1 In accordance with section 7, Metering, and Exhibit D, Metering, the Parties shall notify each other of any changes to PODs, POMs, Interchange Points and related information for which it is responsible. «Customer Name» shall ensure BPA has access to all data from load and resource meters that BPA determines is necessary to forecast, plan, schedule, and bill under this Agreement. Access to this data shall be on a schedule determined by BPA. Meter data shall be in hourly increments for all meters that record hourly data. Meter data includes, but is not limited to: «Customer Name»'s actual amounts of energy used or expended for loads and resources, and the physical attributes of «Customer Name»'s meters.

~~In accordance with section 8, Metering, and Exhibit D, Metering, «Customer Name» shall notify BPA of any changes to PODs, POMs, Interchange Points and related information for which it is responsible. «Customer Name» shall ensure BPA has access to all data from load and resource meters that BPA determines is necessary to forecast, plan, schedule, and bill. Access to this data shall be on a schedule determined by BPA. Meter data shall be in hourly increments for all meters that record hourly data. Meter data includes, but is not limited to: «Customer Name»'s actual amounts of energy used or expended for loads and resources, and the physical attributes of «Customer Name»'s meters.~~

910.3.2 «Customer Name» consents to allow Power Services to receive the following information from Transmission Services or BPA's metering function: 1) «Customer Name»'s meter data, as specified above in section 910.3.1, section 78, Metering, and Exhibit D, Metering, and 2) notification of outages or load shifts.

910.3.3 At least 15 calendar days in advance, «Customer Name» shall e-mail BPA at: (1) mdm@bpa.gov and (2) the contact shown in section 101, Notices and Contact Information, when the following events are planned to occur on «Customer Name»'s system that will affect meters listed in Exhibit D, ~~Metering~~: (1) installation of a new meter, (2) changes or updates to an existing meter not owned by BPA, (3) any planned line or planned meter outages, and (4) any planned load shifts from one POD to another. This clause 9.3.3 is not intended to apply to retail meters not listed in Exhibit D.

910.3.4 If an unplanned load shift or outage occurs, materially affecting the load measured by the meters listed in Exhibit D, ~~Metering~~, «Customer Name» shall e-mail BPA at: (1) mdm@bpa.gov, and (2) the contact shown in section 101, Notices and Contact Information, within 72 hours after the event.



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*Reviewer's Note: Except for the highlighted portion below, the language is identical to the language above in subsection (4) for the Load Following customers that were Block or Block/Slice customers during Subscription.*

### **910.4 Hourly Total Retail Load Data**

BPA shall notify «Customer Name» by June 30, 2009, if BPA determines that it does not have adequate hourly meter data to calculate «Customer Name»'s Total Retail Load. If BPA sends such notification, «Customer Name» shall e-mail the following hourly data to BPA at kslf@bpa.gov according to the schedule below. «Customer Name» shall submit such data in a comma-separated-value (csv) format with the time/date stamp in one column and load amounts, with units of measurement specified, in another column.

910.4.1 By December 31, 2009, «Customer Name» shall send to BPA «Customer Name»'s actual hourly Total Retail Load data for Fiscal Year 2002 through Fiscal Year 2009.

910.4.2 By December 31, 2010, «Customer Name» shall send to BPA, «Customer Name»'s actual hourly Total Retail Load data for each for Point of Delivery for Fiscal Year 2010.

910.4.3 By December 31, 2011, and by December 31 of each year thereafter, «Customer Name» shall send BPA «Customer Name»'s actual hourly Total Retail Load data for the immediately preceding Fiscal Year.

### **910.5 Total Retail Load Forecast (03/28/08 Version)**

*Reviewer's Note: The data required below will be used by BPA for purposes of calculating Net Requirements and meeting WECC data reporting requirements.*

By June 30, 2011, and by June 30 of each year thereafter, «Customer Name» shall provide BPA a forecast of «Customer Name»'s monthly energy and «Customer Name»'s system coincidental peak of «Customer Name»'s Total Retail Load for the upcoming 10 Fiscal Years. «Customer Name» shall e-mail the forecast to BPA at kslf@bpa.gov, in a comma-separated-value (csv) format. «Customer Name» shall send the csv file with the following data elements in separate columns:

- (1) four-digit calendar year,
- (2) three-character month identifier,
- (3) monthly energy forecast,
- (4) unit measurement of monthly energy forecast,
- (5) monthly «Customer Name»-system coincidental peak forecast, and
- (6) unit measurement of monthly «Customer Name»-system coincidental peak forecast.

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### 910.6 Confidentiality (01/1707/24/08 Version)

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

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

### 101. NOTICES AND CONTACT INFORMATION (06/13/08 Version)

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

~~Any notice required under this Agreement shall be provided in writing to the other Party in one of the following ways:~~

- (1) delivered in person;
- (2) by a nationally recognized delivery service with proof of receipt;
- (3) by United States Certified Mail with return receipt requested;
- (4) electronically, if both Parties have means to verify the electronic notice's origin, date, time of transmittal and receipt; or
- (5) by another method agreed to by the Parties.

Notices are effective when received. Either Party may change the name or address for delivery of notice by providing notice of such change or other mutually agreed method. The Parties shall deliver notices to the following person and address:

*(Drafter's Note: Check BPA address and phone number prefix to ensure it is applicable.)*

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If to «Customer Name»:

«Utility Name»  
«Street Address»  
«P.O. Box »  
«City, State, Zip»  
Attn: «Contact Name»  
«Contact Title»  
Phone: «###-###-####»  
FAX: «###-###-####»  
E-Mail: «E-mail address»

If to BPA:

Bonneville Power Administration  
«Street Address»  
«P.O. Box»  
«City, State, Zip»  
Attn: «AE Name - Routing»  
«Senior» Account Executive  
Phone: «###-###-####»  
FAX: «###-###-####»  
E-Mail: «E-mail address»

### 11.2. UNCONTROLLABLE FORCES

11.1 A Party shall not be in breach of an obligation under this Agreement to the extent its failure to fulfill the obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control, and without the fault or negligence, of the Party claiming the Uncontrollable Force, that prevents that Party from performing its obligations under this Agreement and which that Party could not have avoided by the exercise of reasonable care, diligence and foresight. Uncontrollable Forces include each event listed below, to the extent it satisfies the foregoing criteria, but are not limited to only these listed events:

- (1) any curtailment or interruption of firm transmission service on BPA's or a Third Party Transmission Provider's System that prevents delivery of Firm Requirements Power sold under this Agreement to «Customer Name»;
- (2) any failure of «Customer Name»'s distribution or transmission facilities that prevents «Customer Name» from delivering power to end-users;
- (3) strikes or work stoppage;
- (4) floods, earthquakes, other natural disasters, or terrorist acts; and
- (5) final orders or injunctions issued by a court or regulatory body having subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court having subject matter jurisdiction.

11.2 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 Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

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11.3 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 commercially reasonable 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.

### **UNCONTROLLABLE FORCES** *(05/14/08 Version, Revised for NR Block.)*

~~112.1 A Party shall not be in breach of an obligation under this Agreement to the extent its failure to fulfill the obligation is due to an Uncontrollable Force. “Uncontrollable Force” means an event beyond the reasonable control, and without the fault or negligence, of the Party claiming the Uncontrollable Force, that prevents that Party from performing its obligations under this Agreement and which that Party could not have avoided by the exercise of reasonable care, diligence and foresight. Uncontrollable Forces include each event listed below, to the extent it satisfies the foregoing criteria, but are not limited to these listed events:~~

- ~~(1) any curtailment or interruption of firm transmission service on BPA's or a Third Party Transmission Provider's System that prevents delivery of Firm Requirements Power sold under this Agreement to «Customer Name»;~~
- ~~(2) any failure of «Customer Name»'s distribution or transmission facilities that prevents «Customer Name» from delivering power to end users;~~
- ~~(3) strikes or work stoppage;~~
- ~~(4) floods, earthquakes, other natural disasters, or terrorist acts; and~~
- ~~(5) final orders or injunctions issued by a court or regulatory body having subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court having subject matter jurisdiction.~~

~~11.2 Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The~~

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~~economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.~~

~~11.3 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 commercially reasonable 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 10, Notices and Contact Information.~~

~~The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.~~

~~“Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force, that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party’s reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:~~

- ~~(1) any unplanned curtailment or interruption of firm transmission service used to deliver Firm Requirements Power sold under this Agreement to «Customer Name»;~~
- ~~(2) any planned curtailment or interruption of long term firm transmission service used to deliver Firm Requirements Power sold under this Agreement to «Customer Name» if such curtailment or interruption occurs on BPA's or a Third Party's Transmission System;~~
- ~~(3) any failure of «Customer Name»'s distribution or transmission facilities that prevents «Customer Name» from delivering power to end users;~~
- ~~(4) strikes or work stoppage;~~
- ~~(5) floods, earthquakes, other natural disasters, or terrorist acts; and~~

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~~(6) — final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party 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.~~

~~12.2 — 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 Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.~~

~~12.3 — 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 11, Notices and Contact Information.~~

### **123. GOVERNING LAW AND DISPUTE RESOLUTION** *(05/1607/24/08 version Revised-06/19/2008 for NR Block.)*

This Agreement shall be interpreted consistent with and governed by federal law. «Customer Name» and BPA shall identify issue(s) in dispute arising out of this Agreement and make a good faith effort to negotiate a resolution of such disputes before either may initiate litigation or arbitration. Such good faith effort shall include discussions or negotiations between the Parties' executives or managers. Pending resolution of a contract dispute or contract issue between the Parties or through formal dispute resolution of a contract dispute arising out of this Agreement, the Parties shall continue performance under this Agreement unless to do so would be impossible or impracticable. Unless the Parties engage in binding arbitration as provided for in this section 12, the Parties reserve their rights to individually seek judicial resolution of any dispute arising under this Agreement.

#### **12.1 Judicial Resolution**

Final actions subject to section 9(e) of the Northwest Power Act are not subject to arbitration under this Agreement and shall remain within the exclusive jurisdiction of the United States Court of Appeals for the Ninth Circuit. Such final actions include, but are not limited to, the establishment

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and the implementation of rates and rate methodologies. Any dispute regarding any rights or obligations of «Customer Name» or BPA under any rate or rate methodology, or BPA policy, including the implementation of such policy, shall not be subject to arbitration under this Agreement. For purposes of this section 12, BPA policy means any written document adopted by BPA as a final action in a decision record or record of decision that establishes a policy of general application or makes a determination under an applicable statute or regulation. If BPA determines that a dispute is excluded from arbitration under this section 12, then «Customer Name» may apply to the federal court having jurisdiction for an order determining whether such dispute is subject to nonbinding arbitration under this section 12.

### 12.2 Arbitration

Any contract dispute or contract issue between the Parties arising out of this Agreement, which is not excluded by section 12.1 above, shall be subject to arbitration, as set forth below.

«Customer Name» may request that BPA engage in binding arbitration to resolve any dispute. If «Customer Name» requests such binding arbitration and BPA determines in its sole discretion that binding arbitration of the dispute is appropriate under BPA's Binding Arbitration Policy or its successor, BPA shall engage in such binding arbitration, provided that the remaining requirements of this section 12.2 and sections 12.3 and 12.4 are met. BPA may request that «Customer Name» engage in binding arbitration to resolve any dispute. In response to BPA's request, «Customer Name» may agree to binding arbitration of such dispute, provided that the remaining requirements of this section 12.2 and sections 12.3 and 12.4 are met. Before initiating binding arbitration, the Parties shall draft and sign an agreement to engage in binding arbitration, which shall set forth the precise issue in dispute, the amount in controversy, if any, and the maximum monetary award allowed, pursuant to BPA's Binding Arbitration Policy or its successor.

Nonbinding arbitration shall be used to resolve any dispute arising out of this contract that is not excluded by 12.1 above and is not resolved via binding arbitration, unless «Customer Name» notifies BPA that it does not wish to proceed with nonbinding arbitration.

### 12.3 Arbitration Procedure

Any arbitration shall take place in Portland, Oregon, unless the Parties agree otherwise. The Parties agree that a fundamental purpose for arbitration is the expedient resolution of disputes; therefore, the Parties shall make best efforts to resolve an arbitrable dispute within one year of initiating arbitration. The rules for arbitration shall be agreed to by the Parties.

### 12.4 Arbitration Remedies

The payment of monies shall be the exclusive remedy available in any arbitration proceeding, provided however, that this shall not be interpreted to mean that the object of arbitration cannot simply be the determination of

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facts. Under no circumstances shall specific performance be an available remedy against BPA.

### 12.5 Finality

12.5.1 In binding arbitration, the arbitration award shall be final and binding on the Parties, except that either Party may seek judicial review based upon any of the grounds referred to in the Federal Arbitration Act, 9 U.S.C. §1-16 (1988). Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

12.5.2 In nonbinding arbitration, the arbitration award is not binding on the Parties. Each Party shall notify the other Party within 30 calendar days, or such other time as the Parties otherwise agreed to, whether it accepts or rejects the arbitration award. Subsequent to nonbinding arbitration, if either Party rejects the arbitration award, either Party may seek judicial resolution of the dispute, provided that such suit is brought no later than 395 calendar days after the date the arbitration award was issued.

### 12.6 Arbitration Costs

Each Party shall be responsible for its own costs of arbitration, including legal fees. Unless otherwise agreed to by the Parties, the arbitrator(s) may apportion all other costs of arbitration between the Parties in such manner as the arbitrator(s) deem reasonable taking into account the circumstances of the case, the conduct of the Parties during the proceeding, and the result of the arbitration.

~~This Agreement shall be interpreted consistent with and governed by federal law. The Parties shall identify issue(s) in dispute and make a good faith effort to negotiate a resolution of disputes before either Party may initiate litigation or arbitration. Such good faith effort shall include discussions or negotiations between the Parties' executives or managers. Pending resolution of a contract dispute or contract issue between the Parties or through formal dispute resolution of a contract dispute arising out of this Agreement, the Parties shall continue performance under this Agreement unless to do so would be impossible or impracticable. Unless Parties elect binding arbitration, the Parties reserve their rights to seek judicial resolution of any dispute arising under this Agreement.~~

### ~~13.1 Judicial Resolution~~

~~Final actions subject to section 9(e) of the Northwest Power Act are not subject to arbitration under this Agreement and shall remain within the exclusive jurisdiction of the United States Ninth Circuit Court of Appeals. Such final actions include, but are not limited to, the establishment and implementation of rates and rate methodologies. Any dispute regarding any rights of the Parties under any BPA policy, including the implementation of such policy, shall not be subject to arbitration under this Agreement. For purposes of this section 13, Governing Law and Dispute Resolution, BPA policy means any written document adopted by BPA as a final action in a~~



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~~decision record or record of decision that establishes a policy of general application, or makes a determination under an applicable statute. If either Party asserts that a dispute is excluded from arbitration under this section 13, Governing Law and Dispute Resolution, then both Parties shall apply to the federal court having jurisdiction for an order determining whether such dispute is subject to arbitration under this section 13, Governing Law and Dispute Resolution.~~

### ~~13.2—Arbitration~~

~~Any contract dispute or contract issue between the Parties arising out of this Agreement, which is not excluded by section 13.1 above, shall be subject to arbitration, as set forth below.~~

~~The Parties may agree to use binding arbitration, consistent with BPA's Binding Arbitration Policy or its successor, to resolve disputes that the Parties agree are strictly issues of fact and that fall within BPA's Binding Arbitration Policy or its successor. Before initiating binding arbitration, the Parties shall draft and sign an agreement to engage in binding arbitration, which shall set forth the precise issue in dispute, the amount in controversy, and the maximum monetary award allowed, pursuant to BPA's Binding Arbitration Policy or its successor.~~

~~Nonbinding arbitration shall be used to resolve any dispute that is not excluded by 13.1 above, and is not resolved via binding arbitration.~~

### ~~13.3—Arbitration Procedure~~

~~Any arbitration shall take place in Portland, Oregon, unless the Parties agree otherwise. The Parties agree that a fundamental purpose for arbitration is the expedient resolution of disputes; therefore, the Parties shall make best efforts to resolve an arbitrable dispute within one year of initiating arbitration. The rules for arbitration shall be agreed to by the Parties.~~

### ~~13.4—Arbitration Remedies~~

~~The payment of monies shall be the exclusive remedy available in any arbitration proceeding. Under no circumstances shall specific performance be an available remedy against BPA.~~

### ~~13.5—Finality~~

~~13.5.1 In binding arbitration, the arbitration award shall be final and binding on both Parties, except that either Party may seek judicial review based upon any of the grounds referred to in the Federal Arbitration Act, 9 U.S.C. §1-16 (1988). Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.~~

~~13.5.2 In nonbinding arbitration, the arbitration award is not binding on the Parties. Subsequent to non-binding arbitration, if a Party other than~~

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~~BPA rejects the arbitration award or if BPA rejects the arbitration award, the Party may seek judicial resolution of the dispute.~~

### ~~13.6—Arbitration Costs~~

~~Each Party shall be responsible for its own costs of arbitration, including legal fees. The arbitrator(s) may apportion all other costs of arbitration between the Parties in such manner as the arbitrator(s) deem reasonable taking into account the circumstances of the case, the conduct of the Parties during the proceeding, and the result of the arbitration.~~

## 134. STATUTORY PROVISIONS

### 134.1 Retail Rate Schedules *(09/04/07 Version)*

«Customer Name» shall make its retail rate schedules available to BPA, 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. This requirement may be satisfied by «Customer Name» informing BPA of its public website where such information is posted and kept current.

### 134.2 Insufficiency and Allocations *(04/04/08 Version, Revised for NR Block 4/9/08.)*

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 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 to «Customer Name». If BPA imposes a restriction under this provision then the amount of Firm Requirements Power that BPA is obligated to provide and that «Customer Name» is obligated to purchase pursuant to section 3 shall be reduced to the amounts available under such allocation methodology for restricted service.

~~«Customer Name» is obligated to purchase pursuant to section 3 of this Agreement shall be reduced to the amounts available under such allocation methodology for restricted service.~~

### 134.3 New Large Single Loads and CF/CTs

#### 134.3.1 Determination of an NLSL *(05/15/08 Version)*

In accordance with BPA's NLSL Policy, BPA may determine that a load is an NLSL as follows:

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13.3.1.1 BPA shall determine an increase in production load to be an NLSL if any load associated with a new facility, an existing facility, or an expansion of an existing facility, which is not contracted for, or committed to, as determined by the Administrator, by a public body, cooperative, investor-owned utility, or federal agency customer prior to September 1, 1979, and which will result in an increase in power requirements of such customer of ten average megawatts (87,600,000 kilowatt hours) or more in any consecutive 12-month period.

~~14.3.1.1~~ ~~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 aMW (87,600,000 kilowatt hours) the greater of:~~

~~(1) the end-use consumer's energy consumption for such facility for the consecutive 12 months one year earlier, or~~

~~(2) the amount of the contracted for, or committed to (CF/CT) load of the end-use consumer as of September 1, 1979.~~

134.3.1.2 For the sole purpose of computing the increase in energy consumption between any two consecutive 12-month periods of comparison under this section 134.3.1, reductions in the end-use consumer's load associated with a facility during the first 12-month period of comparison due to unusual events reasonably beyond the control of the end-use consumer shall be determined by BPA, and the energy consumption shall be computed as if such reductions had not occurred.

134.3.1.3 The Parties may agree that the installed production equipment at a facility will exceed 10 average megawatts~~aMW~~ consumption over any 12 consecutive months and such agreement shall constitute a binding NLSL determination.

### ~~14~~13.3.2 **Determination of a Facility** *(09/04/07 Version)*

BPA shall make a written determination as to what constitutes a single facility, for the purpose of identifying an NLSL, based on the following criteria:

(1) whether the load is operated by a single end-use consumer;

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- (2) whether the load is in a single location;
- (3) whether the load serves a manufacturing process which produces a single product or type of product;
- (4) whether separable portions of the load are interdependent;
- (5) whether the load is contracted for, served or billed as a single load under «Customer Name»'s customary billing and service policy;
- (6) consideration of the facts from previous similar situations; and
- (7) any other factors the Parties determine to be relevant.

### 1413.3.3 **Administrative Obligations and Rights** *(4/06/08 Version, Revised for NR Block 4/9/08)*

*Drafter's Note: If customer has a new or existing NLSL or CF/CT, include details of the NLSL or CF/CT and the manner of service in Exhibit D, Additional Products and Special Provisions.*

1413.3.3.1 «Customer Name»'s ~~NLSLs and CF/CT loads and NLSLs~~ loads are listed in Exhibit B, Additional Products and Special Provisions.

1413.3.3.2 —«Customer Name» shall provide reasonable notice to BPA of any expected increase in a single load that may qualify as an NLSL. The Parties shall list any such potential NLSLs in Exhibit B, ~~Additional Products and Special Provisions~~. If BPA determines that any load associated with a single facility that is capable of growing 10 average megawatts aMW or more in a consecutive 12-month period, then such load shall be subject to monitoring as determined necessary by BPA.

134.3.3.3 When BPA makes a request, «Customer Name» shall provide physical access to its substations and other service locations where BPA needs to perform inspections or gather information for purposes of implementing section 3(13) of the Northwest Power Act, including but not limited to making a final NLSL, facility, or CF/CT determination. «Customer Name» shall make a request to the end-use consumer to provide BPA, at reasonable times, physical access to inspect a facility for these purposes.

~~«Customer Name» shall also require the end-use consumer to provide BPA physical access to inspect any facility for these purposes.~~

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134.3.3.4 —~~U~~ Unless the Parties agree pursuant to section 134.3.1.3 above, BPA shall ~~unilaterally~~ determine whether a new load or an increase in existing load at a facility is an NLSL. If BPA determines that the load is an NLSL, BPA shall notify «Customer Name» and the Parties shall add the NLSL to Exhibit B, Additional Products and Special Provisions.

### 134.3.4 **Metering an NLSL** *(07/254/06/08 Version)*

For any loads that are monitored by BPA for an NLSL determination, and at any facility that is determined by BPA to be an NLSL, BPA may, in its sole discretion, install BPA owned meters. If the Parties agree otherwise, «Customer Name» may install meters meeting the exact specification BPA provides to «Customer Name». «Customer Name» and BPA shall enter into a separate agreement for the location, ownership, cost responsibility, access, maintenance, testing, replacement and liability of the Parties with respect to such meters. «Customer Name» shall arrange for metering locations that allow accurate measurement of the facility's load. «Customer Name» shall arrange for BPA to have physical access to such meters and «Customer Name» shall ensure BPA has access to all NLSL meter data that BPA determines is necessary to forecast, plan, schedule, and bill for power.

~~For any loads that are monitored by BPA for an NLSL determination, and at any facility that is determined by BPA to be an NLSL, «Customer Name» agrees to either consent to BPA installing BPA owned meters or «Customer Name» shall install meters meeting the exact specification BPA provides to «Customer Name». «Customer Name» and BPA shall enter into a separate agreement for the location, ownership, cost responsibility, access, maintenance, testing, replacement and liability of the Parties with respect to such meters. «Customer Name» shall arrange for metering locations that allow accurate measurement of the facility's load. «Customer Name» shall arrange for BPA to have physical access to such meters and «Customer Name» shall ensure BPA has access to all NLSL meter data that BPA determines is necessary to forecast, plan, schedule, and bill for power.~~

### 134.3.5 **Undetermined NLSLs** *(04/06/08 Version, Revised for NR Block 4/9/08)*

If BPA concludes in its sole judgment that «Customer Name» has not fulfilled its obligations, or has not been able to obtain access or information from the end-use consumer, under sections 13.3.3 and 13.3.4, BPA may determine any load subject to NLSL monitoring to be an NLSL. Such NLSL determination shall be final unless «Customer Name» proves to BPA's satisfaction that the applicable load did not exceed 10 aMW in any 12-month monitoring period.

~~If BPA concludes in its sole judgment that «Customer Name» has not fulfilled its obligations under sections 14.3.3 and 14.3.4, BPA may determine any load subject to NLSL monitoring to be an NLSL. Such~~

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~~NLSL determination shall be final unless «Customer Name» proves to BPA's satisfaction that the applicable load did not exceed 10 aMW in any 12-month monitoring period.~~

~~134.3.6 **Service Elections for an NLSL** (07/11/28/08 Version)  
«Customer Name» shall serve all NLSLs with Dedicated Resource amounts in Exhibit A, Net Requirements and Resources, that are not already being used to serve «Customer Name»'s Total Retail Load in the region. «Customer Name» agrees to provide such Dedicated Resources on a continuous basis as identified in Exhibit A, Net Requirements and Resources. Under no circumstances shall BPA be required to acquire firm power for service to such NLSLs.  
«Customer Name» shall serve all NLSLs with non-federal firm resources that are not Dedicated Resources in Exhibit A, Net Requirements and Resources and Exhibit B, Additional Products and Special Provisions, to serve «Customer Name»'s Total Retail Load in the Region. «Customer Name» agrees to provide such Dedicated Resources on a continuous basis as identified in Exhibit A, Net Requirements and Resources. Under no circumstances shall BPA be required to acquire firm power for service to such NLSLs.~~

### 134.4 **Priority of Pacific Northwest Customers** (09/04/07 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. «Customer Name», together with other customers in the Region, shall have priority to BPA power consistent with such provisions.

### 134.5 **Prohibition on Resale** (09/04/07 Version)

«Customer Name» shall not resell Firm Requirements Power except to serve «Customer Name»'s Total Retail Load or as otherwise permitted by federal law.

### 134.6 **Use of Regional Resources** (07/24/15/08 Version)

134.6.1 Within 60 days prior to the start of each Fiscal Year, «Customer Name» shall provide notice to 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 and that «Customer Name» plans to export for sale outside the Region in the next Fiscal Year. For purposes of this section 134.6, "Firm Power" means electric power which is continuously made available from «Customer Name»'s operation of generation or from its purchased power, which is able to meet its Total Retail Load, except when such generation or power is curtailed or restricted due to an Uncontrollable Force. Firm Power includes firm energy and firm peaking energy or both.

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BPA may request additional information on «Customer Name»'s sales and dispositions of non-federal 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» Generating and Contract Resources.

During any Purchase Period that «Customer Name» has no purchase obligation for Firm Requirements Power under section 3, the customer shall have no obligation to notify BPA of its exports under this subsection.

134.6.2 «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 planned to be used to serve firm consumer load in the Region.

134.6.3 If «Customer Name» fails to report to BPA in accordance with section 134.6.1 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, BPA shall decrement the amount of its Firm Requirements Power sold under this Agreement by the amount of the export that was not reported, for the duration of the export. When applicable such decrements shall be identified in section 3.2 of Exhibit A, Net Requirements and Resources.

134.6.4 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 a Contract Resource used to serve firm consumer load in the Region means the firm generating or load carrying capability of a Generating Resource or a 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.

### 134.7 BPA Appropriations Refinancing (05/14/08 Version)

The Parties agree that the Bonneville Power Administration Refinancing section of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (BPA Refinancing Act), P.L. 104-134, 110 Stat. 1321, 350, as stated in the United States Code on the Effective dDate this Agreement is signed by

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[the Parties](#), is incorporated by reference and is a material term of this Agreement.

### 145. STANDARD PROVISIONS

#### 145.1 Amendments *(09/04/07 Version)*

Except where this Agreement explicitly allows for one Party to unilaterally amend a provision or exhibit, no amendment of this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

#### 145.2 Entire Agreement and Order of Precedence *(09/26/07 Version)*

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties [with respect to the subject matter of this Agreement](#). It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement. The body of this Agreement shall prevail over the exhibits to this Agreement in the event of a conflict.

#### 145.3 Assignment *(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. Without limiting the foregoing, 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.

#### 145.4 No Third-Party Beneficiaries *(10/01/07 Version)*

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

#### 145.5 Waivers *(10/01/07 Version)*

No waiver of any provision or breach of 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 a waiver of any other provision of this Agreement or any other breach of this Agreement.

#### 145.6 BPA Policies *(09/04/07 Version)*

Any reference in this Agreement to BPA policies, including any revisions, does not constitute agreement of **«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.



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### 145.7 Rate Covenant and Payment Assurance *(03/28/08 Version)*

«Customer Name» agrees that it shall 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. BPA may require additional forms of payment assurance if: (1) BPA determines that such rates and charges may not be adequate to provide revenues sufficient to enable «Customer Name» to make the payments required under this Agreement, or (2) BPA identifies in a letter to «Customer Name» that BPA has other reasonable grounds to conclude that «Customer Name» may not be able to make the payments required under this Agreement. If «Customer Name» does not provide payment assurance satisfactory to BPA, BPA may terminate this Agreement. Written notices sent under this section must comply with section 10, Notices and Contact Information.

### 156. TERMINATION *(04/06/08 Version, Revised for NR Block 4/9/08. Section revised to exclude references to Slice, tiered rates.)*

#### 16.1—BPA's Right to Terminate

BPA may terminate this Agreement if:

- (1) «Customer Name» fails to make payment as required by section 89.4, Billing and Payment, or
- (2) «Customer Name» fails to provide payment assurance satisfactory to BPA as required by section 145.7, Rate Covenant and Payment Assurance.

#### 16.2—~~Contract Invalidity~~

~~«Customer Name» may terminate this Agreement not later than 60 days after any material term, provision or condition of this Agreement, or the performance of any such material term, provision or condition is held by a final order of a Federal court having jurisdiction to be invalid or unenforceable, or is enjoined.~~

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**167. SIGNATURES** *(10/01/07 Version)*

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

«FULL NAME OF CUSTOMER»

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
*(Print/Type)*

Name \_\_\_\_\_  
*(Print/Type)*

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

(PS«X/LOC»- «File Name with Path».DOC) «mm/dd/yy» *{Drafter's Note: Insert date of finalized contract here}*

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## Exhibit A NET REQUIREMENTS AND RESOURCES(06/05/08 Version)

### 1. NET REQUIREMENTS

«Customer Name»'s Net Requirement equals its Total Retail Load minus «Customer Name»'s Dedicated Resources ~~amounts determined pursuant to section 3.4 and~~ listed in sections 2, 3, and 4 of this exhibit. The Parties shall not add or remove resource amounts to change its purchase obligations from BPA under section 3.1 of the body of this Agreement except in accordance with section 3.6 of the body of this Agreement.

~~«Customer Name» shall not add resource amounts to reduce its purchase obligations from BPA under section 3 of the body of this Agreement except to meet obligations in section 3.6 of the body of this Agreement.~~

BPA shall annually calculate a forecast of «Customer Name»'s Net Requirement for the upcoming Fiscal Year as follows:

#### 1.1 Forecast of Total Retail Load

By September 15, 2011, and by each September 15 thereafter, BPA shall fill in the table below with «Customer Name»'s Total Retail Load forecast (submitted pursuant to section ~~9.10.5~~ of the body of this Agreement) for the upcoming Fiscal Year. BPA shall notify «Customer Name» by July 31 immediately preceding the start of the Fiscal Year if BPA determines «Customer Name»'s submitted forecast is reasonable or not reasonable. If BPA determines «Customer Name»'s submitted forecast is not reasonable, BPA shall fill in the table below with a forecast BPA determines to be reasonable by September 15 immediately preceding the start of the Fiscal Year. Customer Name» may dispute whether such BPA forecast is reasonable pursuant to section 12 of the body of this Agreement.

*Drafter's Note: The table below will be blank at contract signing.*

<b>Fiscal Year</b>	2012	2013	2014	2015	2016	2017	2018	2019	2020
<b>Annual aMW</b>									
<b>Fiscal Year</b>	2021	2022	2023	2024	2025	2026	2027	2028	
<b>Annual aMW</b>									

Note: Fill in the table above with annual average megawatts rounded to three decimal places.

#### 1.2 Forecast of Net Requirements

By September 15, 2011, and by each September 15 thereafter, BPA shall calculate, and fill in the table below with, «Customer Name»'s Net Requirement forecast for the upcoming Fiscal Year. «Customer Name»'s Net Requirement forecast equals «Customer Name»'s Total Retail Load forecast, shown in section 1.1 above, minus «Customer Name»'s ~~total~~ Dedicated Resource ~~Amounts~~ amounts, shown in section 5 below.

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*Drafter's Note: The table below will be blank at contract signing.*

Fiscal Year	2012	2013	2014	2015	2016	2017	2018	2019	2020
Annual aMW									
Fiscal Year	2021	2022	2023	2024	2025	2026	2027	2028	
Annual aMW									

Note: Fill in the table above with annual average megawatts rounded to three decimal places.

## 2. LIST OF SPECIFIED RESOURCES

*Drafter's Note: List each Specified Resource, in the applicable subsection, using the format shown below in section 2.1(1). Determine the Dedicated Resource amounts for Specified Resources per the updated 5(b)/9(c) Policy (which is currently under review). When using PNCA studies to calculate Dedicated Resource amounts use the most current study released as of August 18, 2008. The most current PNCA study will either be the Modified Regulation for 2008-2009 (released in May 2009) or the Final Regulation for 2008-2009 (release forthcoming).*

### 2.1 Generating Resources

*All of «Customer Name's» Generating Resources that are Specified Resources are listed below.*

*All of «Customer Name's» Generating Resources dedicated to serve its Total Retail Load are listed below.*

*Option 1: If «Customer Name» does NOT have any Generating Resources delete sections 2.1(1)(A),(B), and (C) below and include the following:*

*No Generating Resources at this time.*

*End Option 1.*

*Option 2: If «Customer Name» has Generating Resources dedicated to its TRL complete the following steps for each resource: insert the resource name as the title for section 2.1(1), add any special provisions for such resource to section 2.1(1)(A), and fill in the tables in section 2.1(1)(B) and (C).*

#### (1) «Resource Name»

*Drafter's Note: If «Customer Name» has Generating Resources dedicated to its TRL complete the following steps for each resource: insert the resource name as the title for section 2.1(1), add any special provisions for such resource to section 2.1(1)(A), and fill in the tables in section 2.1(1)(B) and (C).*

*Drafter's Note: If «Customer Name» does not have any Generating Resources write "No Generating Resources at this time" above as the title of section 2.1(1) and delete sections 2.1(1)(A),(B), and (C).*

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(A) **Special Provisions**

*Drafter's Note: Include any special provisions here that are applicable to this resource. If none, retain this section and state "None".*

(B) **Resource Profile**

*Reviewer's Note: Will add "Existing Resource/New Resource" toggle to the Resource Profile tables below*

<u>Fuel Type</u>	<u>Date Resource Dedicated to Load</u>	<u>Date of Resource Removal</u>	<u>Percent of Resource Dedicated to Load</u>	<u>Nameplate Capability (MW)</u>
Fuel Type	Date Resource Dedicated to Load	Date of Resource Removal	Percent Dedicated to Load	Nameplate Capability (MW)
-	-	-	-	-

<u>Statutory Status</u>		<u>Resource Status</u>		<u>DFS or SCS?</u>		<u>Dispatchable?</u>		<u>PNCA?</u>		<u>If PNCA, PNCA Updates?</u>	
<u>5b1A</u>	<u>5b1B</u>	<u>Existing</u>	<u>New</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
-	-	-	-	-	-	-	-	-	-	-	-

Note: Fill in the table above with "X"s.

<u>Statutory Status</u>		<u>Diurnal Flattening Service?</u>		<u>Dispatchable?</u>		<u>PNCA?</u>		<u>If PNCA, PNCA Updates?</u>	
<u>5b1A</u>	<u>5b1B</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
-	-	-	-	-	-	-	-	-	-

Note: Fill in the table above with "X"s.

(C) **Specified Dedicated Resource Amounts**

<u>Specified Dedicated Resource Amounts</u>													
	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Total (annual aMW)</u>
<b>Fiscal Year 2012</b>													
<u>Total (MWh)</u>													
<u>HLH (MWh)</u>													
<u>LLH (MWh)</u>													
<u>Peak (MW)</u>													
<b>Fiscal Year 2013</b>													
<u>Total (MWh)</u>													
<u>HLH (MWh)</u>													
<u>LLH (MWh)</u>													
<u>Peak (MW)</u>													

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SpecifiedDedicated Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total (annual aMW)
<b>Fiscal Year 2014</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
<b>Fiscal Year 2015</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
<b>Fiscal Year 2016</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
<b>Fiscal Year 2017</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
<b>Fiscal Year 2018</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
<b>Fiscal Year 2019</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
<b>Fiscal Year 2020</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
<b>Fiscal Year 2021</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													

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Specified Dedicated Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total (annual aMW)
<b>Fiscal Year 2022</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
<b>Fiscal Year 2023</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
<b>Fiscal Year 2024</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
<b>Fiscal Year 2025</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
<b>Fiscal Year 2026</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
<b>Fiscal Year 2027</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
<b>Fiscal Year 2028</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
<b>Notes:</b> 1 Fill in the table above with megawatt-hours rounded to whole megawatt-hours, with megawatts rounded to one decimal place, and annual average megawatts rounded to three decimal places. <del>Drafter's Note: Add the following when revising this table: "2 This table updated per Revision _____ to Exhibit A." Note: Fill in the table above with megawatt hours rounded to whole megawatt hours, with megawatts rounded to whole megawatts, and annual average megawatts rounded to three decimal places.</del> <del>Drafter's Note: Add the following when revising this table: "2 This table updated per Revision _____ to Exhibit A."</del>													

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Specified <del>Dedicated</del> Resource Amounts													Total (annual aMW)
Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		

End Option 2.

### 2.2 Contract Resources

All of «Customer Name»'s Contract Resources that are Specified Resources dedicated to serve its Total Retail Load are listed in tables below.

Option 1: If «Customer Name» does NOT have any Contract Resources delete sections 2.2(1) below and include the following:

No Contract Resources at this time.

End Option 1.

Option 2: If «Customer Name» has Contract Resources dedicated to its TRL list the resources below and complete the following steps for each resource using the format in section 2.1(1): insert the resource name as a title for section 2.2(1), add any special provisions for such resource to section 2.2(1)(A), add a resource profile table to section 2.2(1)(B) using the table format in section 2.1(1)(B), add dedicated resource amounts to section 2.2(1)(C) using the table format in section 2.1(1)(C).

(1) **«Resource Name»**

End Option 2.

~~Drafter's Note: If «Customer Name» has Contract Resources dedicated to its TRL list the resources below and complete the following steps for each resource using the format in section 2.1(1): insert the resource name as a title for section 2.2(1), add any special provisions for such resource to section 2.2(1)(A), add a resource profile table to section 2.2(1)(B) using the table format in section 2.1(1)(B), add dedicated resource amounts to section 2.2(1)(C) using the table format in section 2.1(1)(C).~~

~~Drafter's Note: If «Customer Name» does not have any Contract Resources write "No Contract Resources at this time" above as the title of section 2.2(1).~~

### 3. UNSPECIFIED RESOURCE AMOUNTS

#### 3.1 Unspecified Resource Amounts **Dedicated-Used** to **Serve** Total Retail Load

«Customer Name»'s Unspecified Resource Amounts ~~dedicated to serve its Total Retail Load~~ are listed in the table below.



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Option 1: If «Customer Name» does NOT have any Unspecified Resource Amounts delete the table below and include the following:

No Unspecified Resource Amounts at this time.

End Option 1.

Option 2: If «Customer Name» has Unspecified Resource Amounts list them in the table below adding additional years as needed.

Drafter's Note: If «Customer Name» does not have any Unspecified Resource Amounts delete the table below and leave only the following text in this section:

Drafter's Note: If «Customer Name» has Unspecified Resource Amounts list them in the table below adding additional years as needed. ~~Unspecified~~

Drafter's Note: If «Customer Name» does not have any Unspecified Resource Amounts write "No Unspecified Resources at this time" below and delete the table.

Unspecified Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total (annual aMW)
<b>Fiscal Year 2012</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
<b>Fiscal Year 2013</b>													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													

Note: Fill in the table above with megawatt-hours rounded to whole megawatt-hours and with annual average megawatts rounded to three decimal places.

End Option 2.

### 3.2 Unspecified Resource Amounts for 9(c) Export Decrements

BPA shall insert a table below pursuant to section 3.6.2 of the body of this Agreement.

Pursuant to section 3.6.2 of the body of this Agreement, BPA shall insert a table below for any decrements due to export of resources in the shape, duration, and amount of the export.

## 4. DEDICATED RESOURCE AMOUNTS FOR AN NLSL

«Customer Name»'s Dedicated Resource amounts serving an NLSL are listed in the table(s) below.

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Drafter's Note: Exhibit B will have language regarding how a resource listed in this section will match the NLSL.

Option 1: If «Customer Name» does NOT have an NLSL or does NOT have any Dedicated Resource amounts serving an NLSL include the following:

No Dedicated Resource amounts serving an NLSL at this time.

End Option 1.

Option 2: If «Customer Name» has UNSPECIFIED RESOURCE AMOUNTS serving an NLSL list the amounts in a table below using the table format above in section 3.1 and adding additional years as needed.

End Option 2.

Option 3: If «Customer Name» has SPECIFIED RESOURCES serving an NLSL list the resources below and complete the following steps for each resource using the format in section 2.1(1): insert the resource name as a title for section 4(1), add any special provisions for such resource to section 4(1)(A), add a resource profile table to section 4(1)(B) using the table format in section 2.1(1)(B), add Dedicated Resource amounts to section 4(1)(C) using the table format in section 2.1(1)(C).

End Option 3.

~~Drafter's Note: If «Customer Name» has Unspecified Resource Amounts serving an NLSL list the amounts in a table below using the table format above in section 3.1 and adding additional years as needed.~~

~~Drafter's Note: If «Customer Name» has Specified Resources serving an NLSL list the resources below and complete the following steps for each resource using the format in section 2.1(1): insert the resource name as a title for section 4(1), add any special provisions for such resource to section 4(1)(A), add a resource profile table to section 4(1)(B) using the table format in section 2.1(1)(B), add Dedicated Resource amounts to section 4(1)(C) using the table format in section 2.1(1)(C).~~

~~Drafter's Note: If «Customer Name» does not have any Dedicated Resource amounts serving an NLSL write "No Dedicated Resource amounts serving an NLSL at this time" below.~~

### 5. TOTAL DEDICATED RESOURCES AMOUNTS

The amounts in the table below equal the sum of all resource amounts ~~used~~dedicated to serve «Customer Name»'s Total Retail Load listed above in sections 2, 3, and 4.

Option 1: If «Customer Name» does NOT have any Dedicated Resource amounts listed in section 2, 3, or 4 above then leave only the following text in this section:

No Dedicated Resource amounts at this time.

End Option 1.

Option 2: If «Customer Name» has any Dedicated Resource amounts listed in section 2, 3, or 4 above insert a table below, using the table format in section 2.1(1)(C), with

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amounts equal to the sum of all Dedicated Resource amounts listed in section 2, 3, and 4.

End Option 2.

Drafter's Note: If «Customer Name» has any Dedicated Resource amounts listed in section 2, 3, or 4 above insert a table below, using the table format in section 2.1(1)(C), with amounts equal to the sum of all Dedicated Resource amounts listed in section 2, 3, and 4.

Drafter's Note: If «Customer Name» does not have any Dedicated Resource amounts listed in section 2, 3, or 4 above write "No Dedicated Resource amounts at this time" below.

### 6. LIST OF RESOURCES NOT DEDICATED TO TOTAL RETAIL LOAD

Pursuant to section ~~93.7~~ of the body of this Agreement, all of «Customer Name»'s Generating and Contract Resources not ~~used/dedicated~~ to serve its Total Retail Load that are greater than 200 kilowatts nameplate capability are listed in the tables below.

Option 1: If «Customer Name» does NOT have any resources not dedicated to its TRL then delete sections 6(1), 6(1)(A), and 6(1)(B) and leave only the following text in this section:

No resources at this time.

End Option 1.

Option 2: If «Customer Name» has resources not dedicated to its TRL complete the following steps for each resource: insert the resource name as the title for section 6(1) and fill in the tables in section 6(1)(A) and (B).

#### (1) «Resource Name»

Drafter's Note: If «Customer Name» has resources not dedicated to its TRL complete the following steps for each resource: insert the resource name as the title for section 6(1) and fill in the tables in section 6(1)(A) and (B).

Drafter's Note: If «Customer Name» does not have any resources not dedicated to its TRL write "No resources at this time" above as the title of section 6(1) and delete sections 6(1)(A) and (B).

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(A) **Resource Profile**

<u>Fuel Type</u>	<u>Type of Resource</u>		<u>Percent of Resource Not Dedicated to Load</u>	<u>Nameplate Capability (MW)</u>
	<u>Generating Resource</u>	<u>Contract Resource</u>		
-	-	-	-	-

(B) **Expected Resource Output**

<b>Expected Output – Energy (aMW)</b>									
<b>Fiscal Year</b>	2012	2013	2014	2015	2016	2017	2018	2019	2020
<b>Annual aMW</b>									
<b>Fiscal Year</b>	2021	2022	2023	2024	2025	2026	2027	2028	
<b>Annual aMW</b>									

Note: Fill in the table above with annual average megawatts rounded to three decimal places.

**7. LIST OF CONSUMER OWNED RESOURCES**

**7.1 Consumer Owned Resources Serving On-Site Consumer Load**

Pursuant to section 3.8 of the body of this Agreement, all of «Customer Name»’s Consumer Owned Resources serving On-Site Consumer Load, except any Consumer Owned Resources serving an NLSL which are listed in section 4 of this Exhibit, are listed in tables below.

(1) **«Resource Name»**

*Drafter’s Note: If «Customer Name» has Consumer Owned Resources serving On-Site Consumer Load complete the following steps for each resource: insert the resource name as the title for section 7.1(1) and fill in the tables in section 7.1(1)(A) and (B).*

*Drafter’s Note: If «Customer Name» does not have any Consumer Owned Resources serving On-Site Consumer Load write “No Consumer Owned Resources serving On-Site Consumer Load at this time” above as the title of section 7.1(1) and delete sections 7.1(1)(A) and (B).*

(A) **Resource Profile**

<u>On-Site Consumer Load Name</u>	<u>Fuel Type</u>	<u>Nameplate Capability (MW)</u>
-	-	-

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## (B) ~~Expected Resource Output~~

<del>Expected Output—Energy (aMW)</del>									
<del>Fiscal Year</del>	<del>2012</del>	<del>2013</del>	<del>2014</del>	<del>2015</del>	<del>2016</del>	<del>2017</del>	<del>2018</del>	<del>2019</del>	<del>2020</del>
<del>Annual aMW</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>
<del>Fiscal Year</del>	<del>2021</del>	<del>2022</del>	<del>2023</del>	<del>2024</del>	<del>2025</del>	<del>2026</del>	<del>2027</del>	<del>2028</del>	
<del>Annual aMW</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	

~~Note: Fill in the table above with annual average megawatts rounded to three decimal places.~~

## 7.2 ~~Consumer Owned Resources Serving Load Other than On-Site Consumer Load~~

~~Pursuant to section 3.8 of the body of this Agreement, all of «Customer Name»'s Consumer Owned Resources serving load other than On-Site Consumer Load are listed in tables below.~~

### (1) ~~«Resource Name»~~

*~~Drafter's Note: If «Customer Name» has Consumer Owned Resources serving load other than On-Site Consumer Load complete the following steps for each resource: insert the resource name as the title for section 7.2(1) and fill in the tables in section 7.2(1)(A) and (B).~~*

*~~Drafter's Note: If «Customer Name» does not have any Consumer Owned Resources serving load other than On-Site Consumer Load write "No Consumer Owned Resources serving load other than On-Site Consumer Load at this time" above as the title of section 7.2(1) and delete sections 7.2(1)(A) and (B).~~*

### (A) ~~Resource Profile~~

<del>Fuel Type</del>	<del>Nameplate Capability (MW)</del>
<del>-</del>	<del>-</del>

## (B) ~~Expected Resource Output~~

<del>Expected Output—Energy (aMW)</del>									
<del>Fiscal Year</del>	<del>2012</del>	<del>2013</del>	<del>2014</del>	<del>2015</del>	<del>2016</del>	<del>2017</del>	<del>2018</del>	<del>2019</del>	<del>2020</del>
<del>Annual aMW</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>
<del>Fiscal Year</del>	<del>2021</del>	<del>2022</del>	<del>2023</del>	<del>2024</del>	<del>2025</del>	<del>2026</del>	<del>2027</del>	<del>2028</del>	
<del>Annual aMW</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	

~~Note: Fill in the table above with annual average megawatts rounded to three decimal places.~~

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### 87. REVISIONS

BPA shall revise this exhibit to reflect (1) «Customer Name»'s elections regarding the application and use of all resources owned by «Customer Name» and «Customer Name»'s retail consumers and (2) BPA's determinations relevant to this exhibit and made in accordance with this Agreement.

~~BPA shall make adjustments to this exhibit to reflect (1) BPA's determinations under this Agreement and BPA's 5(b)/9(e) Policy, and (2) «Customer Name»'s elections regarding the application and use of all resources listed by «Customer Name» to serve its Total Retail Load, as provided under this Agreement.~~

(PS«X/LOC»- «File Name with Path».DOC) «mm/dd/yy» *{Drafter's Note: Insert date of finalized contract here}*

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## Exhibit B ADDITIONAL PRODUCTS AND SPECIAL PROVISIONS

### 1. CF/CT AND NEW LARGE SINGLE LOADS *(05/25/08 Version)*

*Option 1: Include the following if customer has no CF/CT loads.*

#### 1.1 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.

*End Option 1*

*Option 2: Include the following if customer has CF/CT loads.*

*Drafter's Note: If customer has more than one CF/CT, number each separately as (1), (2), etc. and indent appropriately.*

#### 1.1 CF/CT Loads

The Administrator has determined that the following loads were 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 of «Customer Name»'s load:~~

End-use consumer's name:

Facility ~~N~~name:

Facility ~~L~~location:

Date of CF/CT determination:

Facility ~~D~~description:

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

*End Option 2*

*Option 1: Include the following if customer has no POTENTIAL NLSLs.*

#### 1.2 Potential NLSLs

«Customer Name» has no identified potential NLSLs.

*End Option 1*

*Option 2: Include the following if customer has POTENTIAL NLSL(s).*

*Drafter's Note: If customer has more than one potential NLSL, number each separately as (1), (2), etc. and indent appropriately.*

#### 1.2 Potential NLSLs

«Customer Name» has identified the following potential NLSL(s):

End-use consumer name:

Facility location:

Potential load size: ~~and~~

dDate load anticipated:

Description of potential NLSL:

*End Option 2*

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*Option 1: Include the following if customer **has no existing NLSLs** AND DELETE sections 1.3.1 and 1.3.2.*

- 1.3 **Existing NLSLs**  
«Customer Name» has no existing NLSLs.  
*End Option 1*

- 1.3 *Option 2: Include the following if customer **has an existing NLSL***  
**«Name of NLSL» NLSLs**  
«Customer Name» has an NLSL and agrees to serve the NLSL with firm resource amounts in Exhibit A, Net Requirements and Resources that are not already used to serve any other portion of «Customer Name»'s Total Retail Load. The Parties shall list such resource amounts or Dedicated Resource(s) in Exhibit A. The Parties shall administer service to the following NLSL consistent with section 13.3 of this Agreement.  
~~«Customer Name» has an NLSL and agrees to serve the NLSL with a firm resource that is not already dedicated to serve its other firm end-use consumer loads. The Parties shall list such Dedicated Resources in Exhibit A, Net Requirements and Resources. The Parties shall administer service to the following NLSL consistent with section 14.3 of this Agreement.~~

End-use consumer name:

Facility location:

Date load determined as an NLSL:

Approximate load:

Description of NLSL:

Manner of service:

**#. PLACEHOLDER FOR SPECIAL PROVISIONS (06/17/08 Version)**

*Drafter's Note: Insert any special provisions unique to the customer here, before the revisions section, and number sections accordingly.*

**#. REVISIONS (09/04/07 Version)**

This exhibit shall be revised by mutual agreement of the Parties to reflect additional products «Customer Name» purchases during the term of this Agreement.

(PS«X/LOC»- «File Name with Path».DOC) «mm/dd/yy» *{Drafter's Note: Insert date of finalized contract here*



Exhibit C  
SCHEDULING

1. SCHEDULING FEDERAL RESOURCES

«Customer Name» is responsible for creating E-Tags for all deliveries of federal power purchased under this Agreement

2. AFTER THE FACT

BPA and «Customer Name» 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). BPA and «Customer Name» will verify all transactions per this Agreement, as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

3. REVISIONS

BPA may unilaterally revise this exhibit: (1) to implement changes that are applicable to all customers who are subject to this exhibit and that BPA determines are reasonably necessary to meet its power and scheduling obligations under this Agreement or (2) to comply with requirements of the WECC, NAESB, or NERC, or their successors or assigns.

Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, 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.

~~BPA may unilaterally revise this exhibit: (1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement or (2) to comply with requirements of the WECC, NAESB, or NERC, or their successors or assigns.~~

~~Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, 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.~~

**07/03/08 Revision—NR BLOCK Template**  
**Exhibit D**  
**METERING(06/02/08 Version)**

**1. DESCRIPTION OF INTERCHANGE METERS**

Although the following interchange meters are not necessary in order to prepare «Customer Name»'s power bills, inclusion of this information will help both Parties administer this Agreement. Information about the points of interchange and meter to interchange relationships are useful in providing the Parties a better understanding of the scope of «Customer Name»'s and BPA's Balancing Authority Areas and assist both Parties in administration of this Agreement. This information will also help BPA review its forecasting assumptions.

*Drafter's Note: If there is only one Point of Interchange, remove the numbering "(a)" from this section, move indent appropriately to line up, and renumber the metering to start with "1.1".*

**1.1 Name of Interchange Point: «NAME» INTERCHANGE  
Owner: «Owner»;**

**Metering:**

*Drafter's Note: List all meters for this Interchange Point. If there is only one meter, remove the numbering "(A1)" from this section and move indent appropriately to line up.*

(A1) in «Owner's Name»'s «Substation Name» Substation in the «##» kV circuit«s» over which such electric power flows.

*Drafter's Note: List all meters for this POM. If there is only one meter, remove the numbering "(i)" from this section and keep indented ½ inch from metering location description.*

(i) BPA Meter Point Name: «BPA POM Name»;

(ii) BPA Meter Point Name: «BPA POM Name»;

(B2) in «Owner's Name»'s «Substation Name» Substation in the «##» kV circuit«s» over which such electric power flows.

(i) BPA Meter Point Name: «BPA POM Name»;

(ii) BPA Meter Point Name: «BPA POM Name»;

*Drafter's Note: Include the following section for the following customers with load interconnected to multiple transmission systems: Asotin County PUD, Benton REA, Big Bend, Central Electric Coop, Clark Co, Clearwater, Columbia Basin, Columbia Power, Columbia REA, Columbia River, Cowlitz, Douglas Electric, Emerald, Harney;*

## 07/03/08 Revision—NR BLOCK Template

~~Hood river, Inland, Kittitas, Klickitat, Lane, Lewis, Northern Lights, Oregon Trail, Surprise Valley, Tillamook, Umatilla Electric, Wasco, Wells Rural, West OR, Whatcom:~~

### ~~1.2 Non-Federal Resource Scheduling Ratios~~

~~*Reviewer's Note: BPA is developing language and an accompanying table stating customer's scheduling ratio, as described in section 14, Scheduling.*~~

## 2. REVISIONS

Each Party shall notify the other in writing if updates to this exhibit are necessary to accurately reflect the actual characteristics of POD and meter information described in this exhibit. The Parties shall revise this exhibit to reflect such changes. The Parties shall mutually agree on any such exhibit revisions and agreement shall not be unreasonably withheld or delayed. The effective date of any exhibit revision shall be the date the actual circumstances described by the revision occur.

(PS«X/LOC»- «File Name with Path».DOC) «mm/dd/yy» *{Drafter's Note: Insert date of finalized contract here}*  
*End option 2 for Customers who operate their own Balancing Authority Areas.*