RSS Definitions from section 2 of the body of the Agreement (Load Following only)

- 2.6 "Balancing Authority" 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.
- 2.7 "Balancing Authority Area" means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority.

 Reviewer's Note: The BA and BA Area definitions are from NERC's "Glossary of Terms Used in Reliability Standards".
- 2.17 "Diurnal Flattening Service" or "DFS" means a service that makes a resource that is variable or intermittent, or that portion of such resource that is variable or intermittent, equivalent to a resource that is flat within each Monthly/Diurnal period, as defined in the TRMof the 24 HLH and LLH periods of a year.
- 2.29 "Forced Outage Reserve Service" or "FORS" means a service that provides an agreed-to amount of capacity and energy to load during the forced outages of a qualifying resource.
- 2.59 "Resource Support Services" or "RSS" means the Diurnal Flattening Service, Forced Outage Reserve Service, Transmission Curtailment Management Service, and Secondary Crediting Service. BPA may in the future include other related services that are priced in the applicable 7(i) Process.
- 2.61 "Secondary Crediting Service" or "SCS" means the optional service offered by BPA that provides a monetary credit for the secondary output from an Existing Resource that has a firm critical energy component and a secondary energy component.
- 2.82 "Transmission Curtailment Management Service" or "TCMS" means the service Power Services may provide to back up a qualifying resource when a transmission curtailment occurs between such resource and the customer load.

Exhibit D ADDITIONAL PRODUCTS AND SPECIAL PROVISIONS

- 1. CF/CT AND NEW LARGE SINGLE LOADS
- 2. RESOURCE SUPPORT SERVICES
 - 2.1 Placeholder: Language under revision in the Clean-Up Amendment process.
 - 2.2 Placeholder: Language under revision in the Clean-Up Amendment process.
 - 2.1 BPA shall develop the RSS products to support applicable Specified Resources listed in section 2 of Exhibit A for the FY 2012-2014 Purchase Period and offer such as a revision to this exhibit by August 1, 2009. Prior to that date, BPA shall provide «Customer Name» a reasonable opportunity to provide input into the development of the products and the related contract provisions. If «Customer Name» requests that BPA provide such service, then the Parties shall execute a revision to this exhibit by the November 1, 2009, Notice Deadline. By each Notice Deadline thereafter, «Customer Name» may purchase RSS from BPA to support applicable Specified Resources listed in section 2 of Exhibit A for the corresponding Purchase Period.
 - 2.2 If «Customer Name» adds a new Specified Resource within a Purchase Period to meet its obligations to serve Above-RHWM Load with Dedicated Resources, consistent with section 3.5.1 of the body of this Agreement, «Customer Name» may purchase RSS from BPA to support such resource. Such purchase shall be for the remainder of the Purchase Period and for the following Purchase Period. «Customer Name» shall notify BPA of its decision to

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purchase RSS for a new Specified Resource by October 31 of a Rate Case Year and the elected RSS will be effective at the start of the upcoming Rate Period.

Include for LOAD FOLLOWING if customer purchases RSS:

Option 1: Include the following version if customer purchases DFS.

2.3 Diurnal Flattening Service (DFS)

From October 1, 20«XX» through September 30, 20«XX», BPA shall support «Customer Name»'s Specified Resources listed in section 2.3.6.1 below with DFS in accordance with section 2.3.1 below. «Customer Name» shall apply such resources and provide BPA with any necessary information concerning such resources in accordance with sections 2.3.2, 2.3.3, and 2.3.4 below. BPA shall charge for DFS in accordance with section 2.3.5 below and shall update the tables in section 2.3.6 below.

2.3.1 BPA's Obligations

On an hourly basis BPA shall <u>make available power</u> to <u>«Customer Name»</u> to serve <u>«Customer Name»</u>'s Total Retail Load to meet variations between the amounts generated by the Specified Resources listed in section 2.3.6.1 below and the planned amounts listed in section 2.3.6.2 below. Generated amounts are the amounts measured by the meters on the resources listed in section 2.3.6.1 below in accordance with section 2.3.2.3 below, unless a resource listed in section 2.3.6.1 below is scheduled to <u>«Customer Name»</u>'s Total Retail Load, in which case such generated amounts are the amounts scheduled pursuant to Exhibit F.

Sub-Option 1: Include the following language if BPA determines that customer DOES have the means or ability to provide nonfederal reserves as replacement power during full or partial outages:

2.3.2 Operational Requirements

«Customer Name» shall apply the output from the Specified Resources listed in section 2.3.6.1 below, as such output is generated, to serve «Customer Name»'s Total Retail Load. If «Customer Name» cannot provide at least the Operating Minimum amounts in section 2.3.6.2 below for the applicable hour from the Specified Resources listed in section 2.3.6.1, then «Customer Name» shall provide replacement power from another source to serve its Total Retail Load. Such replacement power shall equal the planned amounts of power listed in section 2.3.6.2 below for the applicable resource and hour. If «Customer Name» does not meet the conditions above, then «Customer Name» shall pay an Unauthorized Increase Charge for the difference between the planned amounts and the amounts provided to BPA in accordance with BPA's Wholesale Power Rate Schedules and GRSPs.

For purposes of this section 2.3 of Exhibit D, "Operating Minimum" means the lowest level of power generation that is established in section 2.3.6.2 below as the minimum guaranteed hourly power delivery amount when the resource is operating.

End Sub-Option 1.

Sub-Option 2: Include the following language if BPA determines that customer DOES NOT have the means or ability to provide nonfederal reserves as replacement power during full or partial outages:

Reviewer's Note: Only the highlighted language below differs from Sub-Option 1.

2.3.2 Operational Requirements

«Customer Name» shall apply the output from the Specified Resources listed in section 2.3.6.1 below, as such output is generated, to serve «Customer Name»'s Total Retail Load. For any Specified Resources listed in section 2.3.6.1 below with a nameplate capability less than ten megawatts, «Customer Name» shall meet the additional requirements in section 2.3.2.1 below. For any Specified Resources listed in section 2.3.6.1 below with a nameplate capability greater than or equal to ten megawatts, «Customer Name» shall meet the additional requirements in section 2.3.2.2 below.

Reviewer's Note: If a resource with a nameplate capability less than ten megawatts produces less generation on any hour than its Operating Minimum, then BPA will meet the customer's load and will not charge the customer an UAI. However, the customer will pay for the smaller generation amount via the Resource Shaping Charge Adjustment.

2.3.2.1 Resources Less Than Ten Megawatts

If «Customer Name» has any Specified Resources listed in section 2.3.6.1 below a nameplate capability less than ten megawatts, then «Customer Name» shall notify BPA of any full or partial planned outages of such resource at least two months in advance of such outages. Such notification shall include the start and end dates of the outages and the expected generation amounts for each daily HLH and LLH period.

2.3.2.2 Resources Greater Than or Equal to Ten Megawatts

If «Customer Name» cannot provide at least the Operating Minimum amounts in section 2.3.6.2 below for the applicable hour from the Specified Resources listed in section 2.3.6.1 with a nameplate capability greater than or equal to ten megawatts, then «Customer Name» shall provide replacement power from another source to serve its Total Retail Load. Such replacement power shall equal the planned amounts of power listed in section 2.3.6.2 below for the applicable resource and hour. If «Customer Name» does not meet the conditions above, then «Customer Name» shall pay an Unauthorized Increase Charge for the difference between the planned amounts and the amounts provided to BPA in accordance with BPA's Wholesale Power Rate Schedules and GRSPs.

<u>Issue Date:</u> 4/20/2009 3 of 27 For purposes of this section 2.3 of Exhibit D, "Operating Minimum" means the lowest level of power generation that is established in section 2.3.6.2 below as the minimum guaranteed hourly power delivery amount when the resource is operating.

End Sub-Option 2.

2.3.3 Information Requirements

«Customer Name» shall provide BPA with hourly meter data from the Specified Resources listed in section 2.3.6.1 below in accordance with section 17.3 of the body of this Agreement. If «Customer Name» installs or upgrades a meter to meet such requirement, then «Customer Name» shall pay for any costs or related services attributable to the new or upgraded meters. If any of the resources listed below in section 2.3.6.1 are scheduled to «Customer Name»'s Total Retail Load or BPA's Balancing Authority Area, then «Customer Name» shall provide hourly generation forecast data and schedule data to BPA for such resources in accordance with Exhibit F.

By October 31 of each Rate Case Year, «Customer Name» shall also provide BPA (in a format determined by BPA) with the resource information, including historical and forecast resource data, that BPA determines is necessary to provide DFS.

2.3.4 Delivery Requirements

«Customer Name» shall deliver the Specified Resources listed below in section 2.3.6.1 in accordance with sections 2.3.4.1 and 2.3.4.2 below. BPA shall have no obligation for any costs or related services attributable to «Customer Name»'s acquisition of such firm or non-firm transmission. For all subsections under this section, if «Customer Name»'s use of non-firm transmission results in any penalty charges, including the Unauthorized Increase Charge, then BPA shall pass on all penalty charges to «Customer Name».

<u>Sub-Option 1</u>: Include the following language if customer is <u>NOT served by Transfer Service:</u>

2.3.4.1 Resources Located Inside BPA's Balancing Authority Area

If any of the Specified Resources listed in section 2.3.6.1 are located inside of BPA's Balancing Authority Area, then «Customer Name» shall deliver such resources to «Customer Name»'s Total Retail Load on non-firm or firm transmission.

2.3.4.2 Resources Located Outside BPA's Balancing Authority Area

If any of the Specified Resources listed in section 2.3.6.1 are biogas, biomass, geothermal, small hydro (nameplate capability less than or equal to ten megawatts), landfill gas, ocean, solar, or wind resources, and if they are located

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outside of BPA's Balancing Authority Area, then «Customer Name» shall deliver such resources to «Customer Name»'s Total Retail Load on non-firm or firm transmission. Other Specified Resources listed in section 2.3.6.1 that are located outside of BPA's Balancing Authority Area shall be delivered to BPA's Balancing Authority Area on firm transmission. End Sub-Option 1.

Sub-Option 2: Include the following language if customer is <u>served by Transfer Service:</u>

Resources Located Inside BPA's Balancing Authority Area

If any of the Specified Resources listed in section 2.3.6.1 are located inside of BPA's Balancing Authority Area, then «Customer Name» shall deliver such resources to «Customer Name»'s Total Retail Load on firm transmission.

2.3.4.2 Resources Located Outside BPA's Balancing Authority Area

If any of the Specified Resources listed in section 2.3.6.1 are located outside of BPA's Balancing Authority Area, then BPA will work with «Customer Name» to develop the best plan of service that best fits such resources and the existing circumstances of transmission constraints. Additionally, the Parties may reevaluate what constitutes the best plan of service prior to each Rate Period. In the event that BPA and «Customer Name» cannot agree to a best plan of service for any Specified Resources listed section 2.3.6.1 that are located outside of BPA's Balancing Authority Area, then «Customer Name» shall deliver such resources to BPA's Balancing Authority Area on firm transmission.

End Sub-Option 2.

2.3.5 DFS Rates and Charges

BPA shall charge «Customer Name» for DFS, on «Customer Name»'s monthly bill sent in accordance with section 16 of this Agreement, as follows:

2.3.5.1 **DFS Capacity Charge**

Each month «Customer Name» shall be charged for the federal capacity associated with DFS. BPA shall calculate such monthly charge using hourly data from each of the resources listed in section 2.3.6.1 below, BPA's Demand Rate as established in BPA's Wholesale Power Rate Schedules and GRSPs, and the associated methodology established in the 7(i) Process. Such monthly fixed capacity charge shall be listed in section 2.3.6.3 below.

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2.3.5.2 **DFS Energy Rate**

Each month «Customer Name» shall be charged for the federal energy associated with DFS. BPA shall calculate such monthly charge by multiplying: (1) either the amounts measured by the meters, as listed in Exhibit E, for the resources listed in section 2.3.6.1 below, or if such resources are scheduled then, the scheduled amounts, as provided to BPA in accordance with section 2.3.2.3 above, for the resources listed in section 2.3.6.1 below, by (2) the DFS energy rate listed in section 2.3.6.3 below. BPA shall use data from each of the resources listed in section 2.3.6.1 below and the associated methodology for the DFS energy rate that is established in the 7(i) Process.

2.3.5.3 Resource Shaping Charge and Adjustment

Each month «Customer Name» shall be charged the Resource Shaping Charge and the Resource Shaping Charge Adjustment as established in BPA's Wholesale Power Rate Schedules and GRSPs.

Reviewer's Notes: (All Reviewer's Notes are not part of the contract and included for information only.)

(1) DFS CAPACITY CHARGE: BPA plans on calculating the DFS Capacity Charge as follows (subject to each 7(i) Process): BPA shall calculate the DFS Capacity Charge by looking at the monthly capacity needs of each resource. The monthly look involves multiplying the monthly demand rates by the calculated difference between planned average HLH energy amounts listed in section 2.3.6.2 below for each month and the HLH Operating Minimum amounts in section 2.3.6.2 below of the resource(s) for that particular month. This is a set charge because it applied regardless of actual generation.

(2) DFS ENERGY RATE: BPA plans on calculating the DFS Energy Charge as follows (subject to each 7(i) Process):

BPA shall calculate the DFS Energy Charge by first calculating a DFS Energy Rate (either as a separate rate for each year of the rate period or a single rate for the rate period). BPA does so by first summing the MWhs of the historical hourly resource generation (historical data from the resource or similar resource hourly data if no history exists) that is above the planned average HLH energy amounts listed in section 2.3.6.2 below. This would be calculated separately for each Monthly/Diurnal period of the year. Second, BPA would multiply these MWh amounts by 25 percent and then again by the applicable Resource Shaping Rates. Third, BPA would sum the Monthly/Diurnal dollar amounts resulting from the calculation done in step two and divide it by the sum of the monthly total planned aMW energy amounts listed in section 2.3.6.2 below, converted to MWhs by multiplying by the number of hours in the year. The quotient of the calculation done in

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step three would be the dollar per MWh rate that is applied each month to either the amounts measured by the meters, as listed in Exhibit E, for the resources listed in section 2.3.6.1 below, or if such resources are scheduled then, the scheduled amounts, as provided to BPA in accordance with section 2.3.4.2 above to arrive at the monthly DFS Energy Charge. This is a rate because it is applied to actual scheduled or metered generation to determine the charge.

(3) RESOURCE SHAPING CHARGE: BPA plans on calculating the Resource Shaping Charge as follows (subject to each 7(i) Process): For the Specified Resources listed in section 2.3.6.1 below, BPA shall credit or charge «Customer Name» for the difference between the planned monthly diurnal average megawatt amounts listed below in section 2.3.6.2 and the sum of the annual average megawatt amounts listed in the Specified Resource Amounts tables in section 2 of Exhibit A for the applicable year. BPA shall calculate «Customer Name»'s Resource Shaping Charge by multiplying such monthly differences (converted to megawatt-hours) for all months of the upcoming Rate Period by the applicable Resource Shaping Rate, as established in BPA's Wholesale Power Rate Schedules and GRSPs. BPA shall then divide the sum of the dollar amounts calculated above by 24 to calculate the fixed monthly Resource Shaping Charge, which shall be listed in section 2.3.6.3 below.

(4) RESOURCE SHAPING CHARGE ADJUSTMENT: BPA plans on calculating the Resource Shaping Adjustment Billing Determinant as follows: BPA shall calculate the Resource Shaping Charge Adjustment billing determinant by subtracting (a) either the amounts measured by the meters, as listed in Exhibit E, for the resources listed in section 2.3.6.1 below, or if such resources are scheduled then, the scheduled amounts, as provided to BPA in accordance with section 2.3.4.2 above, for the resources listed in section 2.3.6.1 below, from (b) the applicable planned amounts listed in section 2.3.6.2 below.

2.3.6 Applicable Resources, Amounts, and Charges

2.3.6.1 List of Specified Resources

<u>Drafter's Note</u>: Add a row to the table below for each resource.

100000000		
	Resource Balancing	
Resource Name	Authority Area Location	Resource Transmission

2.3.6.2 Monthly Operating Minimums and Planned Amounts by Resource

In consultation with «Customer Name» BPA shall determine the monthly and Diurnal Operating Minimums and planned

amounts for each of the resources listed above in section 2.3.6.1. Such levels shall be determined by BPA using resource specific information including equipment specifications, fuel type, fuel availability, resource location, and age of equipment. By September 30 of each Rate Case Year, BPA shall put such resource amounts in the tables below.

Drafter's Note: Include the Operating Minimum and Planned Amounts tables below for each resource listed in section 2.3.6.1 above.

«RESOURCE NAME»'S OPERATING MINIMUMS												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
	Rate Period Year 1											
HLH MW												
LLH MW												
	Rate Period Year 2											
HLH MW												
LLH MW												
Note For this table only, the The amounts in the table above shall be rounded down to the nearest whole												
megawatts.												

	«RESOURCE NAME»'S PLANNEDPLANNING AMOUNTS											
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
	Rate Period Year 1											
HLH aMW												
LLH aMW												
Total aMW												
				Rat	e Perio	d Year 2	2					
HLH aMW												
LLH aMW												
Total aMW												
Note The amounts in the table above shall be rounded to three decimal places whole average megawatts												

2.3.6.5.3 DFS Charges and Rates

By September September 30 of each Rate Case Year, BPA shall update the tables below with the monthly-DFS capacity charge and energy rate Charges, as established in each rate case and in accordance with sections 2.3.5.1 and 2.3.5.2 above, for the upcoming Rate Period.

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DFS CAPACITYMONTHLY RESOURCE CHARGE				
Rate Period	\$ <u>/month</u>			
2012 - 2013				
2014 - 2015				
2016 - 2017				
2018 - 2019				
2020 - 2021				
2022 - 2023				
2024 - 2025				
2026 - 2027				
2028				

DFS ENERGY RATEMONTHLY CAPACITY CHARGE				
Rate Period	\$			
2012 - 2013	-			
2014 2015	-			
2016 2017	-			
2018 - 2019	-			
2020 2021	-			
2022 2023	-			
2024 - 2025	-			
2026 - 2027	_			
2028	-			

MONTHLY ENERGY RATE					
Rate Period	\$/MWh				
2012 - 2013					
2014 - 2015					
2016 - 2017					
2018 - 2019					
2020 - 2021					
2022 - 2023					
2024 - 2025					
2026 - 2027					
2028					

End Option 1.

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<u>Option 2:</u> Include the following version if customer does NOT purchase DFS but DOES purchase FORS, RRS, or SCS.

2.3 <u>Diurnal Flattening Service (DFS)</u>

«Customer Name» <u>has chosen not to purchase DFS.</u> <u>Has Chosen Not To Purchase DFS</u>

Option 1: Include the following version if customer purchases FORS.

2.4 Forced Outage Reserve Service (FORS)

From October 1, 20«XX» through September 30, 20«XX», BPA shall provide power to serve «Customer Name»'s Total Retail Load during a Forced Outage of «Customer Name»'s Specified Resources, listed in <u>section section-</u>2.4.5.1 below, in <u>amounts in accordance with section section-</u>2.4.2 below. «Customer Name» shall pay BPA for FORS in accordance with <u>section section-</u>2.4.3. «Customer Name»'s request for FORS shall meet the conditions in section <u>section-</u>2.4.4.

Reviewer's Note: Customers may have further refinements to their Forced Outage definition below based on their resources particular characteristics, the transmission arrangements to their points of integration, potential non-transmission assets, and whether the resource is within the customer's distribution system or scheduled to load.

2.4.1 Forced Outage Definition Definitions

For purposes of this section -

2.4 of Exhibit D. 1.1. "Forced Outage" means loss of generation as a result of: (1i) unit tripping, due to a failure to start or unplanned tripping; (2) failure on the generation integration facilitiesii) loss of transmission path between the generator and the transmission system into which the generator is integrated; or (3network point of interconnection; or (iii) internal plant equipment problems.

<u>Reviewer's Note:</u> The Forced Outage definition above is from the Northwest Power Pool reserve sharing group agreement. Individual resources may have further refinements to their definitions.

2.4.2 Limits of Power Provided Under FORS

2.4.2.1 Hourly Limits

Subject to the limits in section section 2.4.2.2, BPA shall provide power to "Customer Name" s Total Retail Load during a Forced Outage of a Specified Resource listed below in section section 2.4.5.1 equal to the lesser of: (1-(i) the megawatt amounts "Customer Name" requests from BPA in accordance with section section 2.4.4 below, or (2ii) the average of the megawatt hour amounts listed in either: (a) section 2 of Exhibit A for the applicable resource and the applicable Diurnal period if the resource is not being supported with DFS from BPA, or (b) section 2.3.5.2 of this Exhibit for the applicable resource and the applicable Diurnal

<u>Issue Date:</u> 4/20/2009 10 of 27 period if the resource is being supported with DFS from BPAhour.

2.4.2.2 Annual and Purchase Period Limits

During any Fiscal Year, «Customer Name» shall be limited to a maximum of the megawatt-hour amounts of FORS listed in section section-2.4.5.2 below for the applicable resource and Fiscal Year. During any Purchase Period, «Customer Name» shall be limited to the megawatt-hour amounts of FORS listed in section section-2.4.5.2 for the applicable resource and Purchase Period.

2.4.2.3 Increasing Annual and Purchase Period Limits

«Customer Name» may request that BPA increase the amount of megawatt-hours of FORS provided during any given Fiscal Year or Purchase Period. BPA shall evaluate «Customer Name»'s request but BPA is not obligated to increase the amount. If-BPA shall evaluate and adjust the fees in section 2.4.5.3 for the request. If the proposed request is acceptable to accepts «Customer Name»'s request, BPA, and «Customer Name» agrees to the associated fees, then the Parties shall revise make adjustments to the megawatt-hour limits and fees in section in section 2.4.5.2 within 15 business days of «Customer Name»'s request; provided, however, BPA shall have the right to also evaluate and adjust the fees in section 2.4.5.3 accordingly.

2.4.3 FORS Charges

«Customer Name» shall pay a <u>capacity</u> charge each month to BPA <u>asfor FORS</u> in accordance with the charge established in BPA's Wholesale Power Rate Schedules and GRSPs for each Rate Period for such service. By <u>September September</u> 30 of each Rate Case Year, BPA shall <u>calculate the applicable FORS charges and</u> update the table in <u>section section</u> 2.4.5.3 below with <u>the such-monthly capacity</u> charge. «Customer Name» shall also pay for any energy provided under FORS in accordance with BPA's Wholesale Power Rate Schedules and GRSPs.

Reviewer's Notes:

(1) FORS CAPACITY CHARGE: BPA plans on pricing the capacity energy-provided under FORS as follows (subject to a 7(i) process): The FORS capacity charge will be based on the capacity needed to back up a resource. BPA will calculate a forced outage rate for each resource (based on past generation, if available, and expected outage data). BPA will multiply such forced outage rate by the firm energy of a resource to calculate the amount of capacity to reserve for a resource. BPA will then charge the customer for such reserved capacity at the

computed rate for capacity, which is equivalent to the Tier 1 Demand Charge and determined in each 7(i).

(2) FORS ENERGY RATES: BPA plans on pricing the energy provided under FORS as follows (subject to a 7(i) process): Except for the first 24 hours of energy provided during a Forced Outage, energy provided by BPA shall be charged at the applicable Monthly/Diurnal Dow Jones Mid-C Prices. Energy provided during the first 24 hours of a Forced Outage shall be charged at the Daily Dow Jones Mid-C Prices in effect during the first 24 hours of the Forced Outage (unless prices in a given hour are markedly greater than that day's average daily prices, in which case BPA may useof (i) the applicable hourly prices from as seen on BPA's Trading Floor). , as determined by BPA; or (ii) the Daily Dow Jones Mid C Prices. BPA shall bill "Customer Name" for the charges described above on "Customer Name"'s monthly bill issued pursuant to section 16 of this Agreement.

2.4.4 Additional «Customer Name» Obligations

<u>Sub-Option 1:</u> Include <u>the following language</u> if Customer is NOT purchasing TSS.

2.4.4.1 Requesting FORS

Except for the application of section 2.4.4.2 below, to To request FORS «Customer Name» shall:

- (1i) call the PS duty scheduler at 503-230-3341 (or such other number or method BPA provides to «Customer Name» in writing) to notify the duty scheduler of «Customer Name»'s request to take FORS, the amounts of FORS «Customer Name» is requesting, and the expected duration of the Forced Outage, prior to 30 minutes prior topast the hour of for delivery at the start of the following hour;
- (2ii) call the PS duty scheduler at 503-230-3341 (or such other number or method BPA provides to «Customer Name» in writing) to notify the duty scheduler of any changes to the information provided to the PS duty scheduler pursuant to section section 2.4.4.1(1) above prior to 30 minutes prior topast the hour offer delivery at the start of the following hour; and

End Sub-Option 1.

<u>Sub-Option 2:</u> Include <u>the following language</u> if Customer is purchasing TSS.

<u>Reviewer's Note:</u> Only the highlighted portions of Sub-Option 2 are different from <u>Sub-Option 1</u>.

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2.4.4.1 Requesting FORS

Except for the application of section 2.4.4.2 below, to To request FORS «Customer Name» shall:

- (1i) call the PS duty scheduler at 503-230-3341 (or such other number or method BPA provides to «Customer Name» in writing) to notify the duty scheduler of «Customer Name»'s request to take FORS, the amounts of FORS «Customer Name» is requesting, and the expected duration of the Forced Outage, prior to 4515 minutes prior to past the hour of for delivery at the start of the following hour;
- (2ii) call the PS duty scheduler at 503-230-3341 (or such other number or method BPA provides to «Customer Name» in writing) to notify the duty scheduler of any changes to the information provided to the PS duty scheduler pursuant to section section 2.4.4.1(1) above prior to 4515 minutes prior topast the hour of for delivery at the start of the following hour; and

End Sub-Option 2.

(3iii) notify and report the following information to BPA within four Business Days after the endelesse of the month in which «Customer Name» requested FORS for one or more Forced Outages: the monthly amounts of FORS taken; the duration of each Forced Outage; and the cause of each Forced Outage.

Sub-Option 1: Include the following language if customer is NOT served by Transfer Service:

2.4.4.2 Exception to Requesting FORS

If any of the Specified Resources listed in section 2.4.5.1 below have all of the following attributes: (1) a nameplate capability less than ten megawatts, (2) is not required to have schedules with e-tags, (3) is located inside BPA's Balancing Authority Area, and (4) is located within «Customer Name»'s distribution system; then «Customer Name» is not required to immediately notify the PS duty scheduler of «Customer Name»'s request to take FORS for such resources in accordance with section 2.4.4.1 above. Instead for any such resource, «Customer Name» shall:

(a) call the PS after-the-fact scheduler at 503-230-3949 (or such other number or method BPA provides to "Customer Name" in writing) to notify the after-the fact scheduler that a Forced Outage has occurred, state the day and hour the Forced Outage began and ended (or the expected duration of such outage if it has not yet

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- ended), and state the amounts of FORS taken during such outage, prior to the end of the first full Business Day that follows the start of such Forced Outage;
- (b) call the PS after-the-fact scheduler at 503-230-3949 (or such other number or method BPA provides to "Customer Name" in writing) to notify the after-the-fact scheduler of any changes to the information provided to the PS duty scheduler pursuant to section 2.4.4.2(a) prior to the end of the first full Business Day that follows the start of any such changes; and
- (c) notify and report Forced Outages to BPA in accordance with section 2.4.4.1(3) above.

End Sub-Option 1.

Sub-Option 2: Include the following language if customer is served by Transfer Service:

Reviewer's Note: Only the highlighted language below differs from Sub-Option 1.

2.4.4.2 Exception to Requesting FORS

If any of the Specified Resources listed in section 2.4.5.1 below have all of the following attributes: (1) a nameplate capability less than ten megawatts, (2) is not required to have schedules with e-tags, and (3) is located within «Customer Name»'s distribution system; then «Customer Name» may either immediately notify the PS duty scheduler of «Customer Name»'s request to take FORS for such resource in accordance with section 2.4.4.1 above or «Customer Name» may meet the following notification procedures:

- (a) call the PS after-the-fact scheduler at 503-230-3949 (or such other number or method BPA provides to «Customer Name» in writing) to notify the after-the-fact scheduler that a Forced Outage has occurred, state the day and hour the Forced Outage began and ended (or the expected duration of such outage if it has not yet ended), and state the amounts of FORS taken during such outage, prior to the end of the first full Business Day that follows the start of such Forced Outage;
- (b) call the PS after-the-fact scheduler at 503-230-3949 (or such other number or method BPA provides to "Customer Name" in writing) to notify the after-the-fact scheduler of any changes to the information provided to the PS duty scheduler pursuant to section 2.4.4.2(a) prior to the end of the first full Business Day that follows the start of any such changes; and

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(c) notify and report Forced Outages to BPA in accordance with section 2.4.4.1(3) above.

If «Customer Name» chooses to follow the notification procedures in this section, then BPA may bill «Customer Name» for any energy imbalance charges or costs that result from «Customer Name»'s Forced Outage.

End Sub-Option 2.

2.4.4.3 Information Requirements

«Customer Name» shall provide BPA with hourly meter data from the Specified Resources listed in <u>section section</u> 2.4.5.1 below in accordance with <u>section section</u> 17.3 of the body of this Agreement. If **«Customer Name»** installs or upgrades a meter to meet such requirement, then **«Customer Name»** shall pay for any costs or related services attributable to the new or upgraded meters.

If any of the Specified Resources listed below in <u>section section-</u>2.4.5.1 are scheduled to <u>"Customer Name"</u>s Total Retail Load, then <u>"Customer Name"</u> shall provide hourly generation forecast data and schedule data to BPA for such resources in accordance with Exhibit F.

By October 31 of each Rate Case Year, «Customer Name» shall also provide BPA (in a format determined by BPA) with the any resource information, including historical and forecast resource data, that BPA determines is necessary to provide FORS.

2.4.5 Applicable Resources, Limits, and Charges

2.4.5.1 List of Resources

«Resource Name» «Resource Name»

2.4.5.2 Annual and Purchase Period Limits by Resource

By <u>September September</u>-30 of each Rate Case Year, BPA shall update <u>the</u> tables below with the annual limits for each resource listed above in <u>section section-</u>2.4.51 for the upcoming Rate Period. By <u>September September-</u>30 prior to the beginning of a Rate Period, BPA shall update the tables below with the Purchase Period limits for each <u>resourceresources</u> listed above in <u>section section-</u>2.4.5.1 for the upcoming Purchase Period.

<u>Purchase Period Limit</u> tables below for each resource listed in <u>section section</u> 2.4.5.1 above.

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«RESOURCE NAME»'S's ANNUAL MWH LIMITS						
FY	MWh	FY	MWh			
2012		2021				
2013		2022				
2014		2023				
2015		2024				
2016		2025				
2017		2026				
2018		2027				
2019		2028				
2020						

Note: The amounts in the table above should be rounded to whole megawatt-hours.

«RESOURCE NAME»'S's PURCHASE PERIOD MWH LIMITS				
Purchase Period	MWh			
FY 2012 - FY 2014				
FY 2015 - FY 2019				
FY 2020 - FY 2024				
FY 2025 - FY 2028				
Note: The amounts in the table above	should be			

Note: The amounts in the table above should be rounded to whole megawatt-hours.

 $\begin{array}{ccc} 2.4.5.3 & \textbf{FORS} \, \, \underline{\textbf{Capacity}} \, \textbf{Charge} \\ & \text{BPA shall update the table below pursuant to} \, \, \underline{\textbf{section}} \, \\ \end{array}$ 2.4.3 above.

MONTHLY FORS CAPACITY CHARGE					
Rate Period	\$ <u>/month</u>				
2012 - 2013					
2014 - 2015					
2016 - 2017					
2018 - 2019					
2020 - 2021					
2022 - 2023					
2024 - 2025					
2026 - 2027					
2028					

End Option 1.

<u>Issue Date:</u> 4/20/2009 16<u>of</u>27 <u>Option 2:</u> Include the following version if customer does NOT purchase FORS but DOES purchase SCS.

2.4 Forced Outage Reserve Service (FORS)

«Customer Name» has chosen not to purchase FORS.

Option 1: Include the following if customer purchases SCS for its shares of Priest Rapids and Wanapum (only eligible customers are McMinnville, Forest Grove, Milton-Freewater, and Kittitas). If such customers purchase SCS option 1, then SCS option 1 must support both Priest Rapids and Wanapum resources.

2.5 Secondary Crediting Service (SCS)

From October 1, 20«XX» through September 30, 20«XX», «Customer Name» shall exchange and assign its shares of Priest Rapids and Wanapum to BPA in accordance with section 2.5.2 below. BPA shall provide federal energy to «Customer Name»'s Total Retail Load to meet any variations between the amounts generated by Priest Rapids and Wanapum and the amounts listed in section 2 of Exhibit A for such resources. In return, BPA shall manage actual scheduled output from «Customer Name»'s shares of Priest Rapids and Wanapum for «Customer Name» and shall provide «Customer Name» credits and charges for managing such resources in accordance with section 2.5.3 below.

<u>Option 2:</u> Include the following version if customer does NOT purchase FORS but DOES purchase RRS or SCS.

2.4 «Customer Name» Has Chosen Not To Purchase FORS

Option 1: Include the following version if customer purchases RRS.

Reviewer's Note: RRS is a service that will be offered through the Firm

Power Products and Services (FPS) rate schedule and will be considered and

negotiated on a case by case basis. Additionally, BPA will limit the

availability of RRS to an amount of Specified Resource that is less than or

equal to the amount of forecast above RHWM load the customer is expected to

have by the end of the purchase period that is not already planned to be served

by BPA at a Tier 2 rate or by another non-federal resource.

2.5 Resource Remarketing Service (RRS)

From October 1, 20«XX» through September 30, 20«XX», BPA shall credit «Customer Name» for energy generated by the Specified Resources listed below in section 2.5.4 that is greater than the amounts listed in section 2 of Exhibit A for such resources. BPA shall determine such credits in accordance with section 2.5.2 below. «Customer Name» shall purchase DFS from BPA for the Specified Resources, including the remarketed portions of such resources, listed below in section 2.5.4.

2.5.1 **Definitions**

Reviewer's Note: No longer need the definition for Dow Jones since the term was removed from the contract language. Need to delete the Definitions section and renumber all references.

2.5. 1.1 "Priest Rapids Project" (PRP) means 2 Remarketing Credits BPA shall include a credit on «Customer Name»'s share of the Priest Rapids and the Wanapum hydro resources. Both are Specified Resources listed in section 2 of «Customer Name»'s Exhibit A.

2monthly bill for actual generation produced by the resources listed below in section 2.5.4 that is greater than the amounts listed in section 2 of Exhibit A for such resources. If the resources listed below in section 2.5.4 are scheduled to «Customer Name»'s Total Retail Load, then such actual generation shall equal the amounts scheduled for the resources, with such schedules submitted to BPA pursuant to section 2.5.3 below. If the resources listed below in section 2.5.4 are not scheduled, then such actual generation shall equal the amounts metered for the resources, with such meter data submitted to BPA pursuant to section 2.5.3 below.

BPA shall use the rates published in BPA's Wholesale Power Rate Schedules and GRSPs to calculate any remarketing credits. BPA may establish separate rates for wind resources and non-wind resources.

Reviewer's Note: BPA plans on calculating remarketing credits as follows (subject to each 7(i) process). Except for wind resources BPA shall calculate the remarketing credit equal to the applicable Diurnal Dow Jones Mid-C Prices multiplied by the actual generation produced by the resources listed below in section 2.5.4 that is greater than the amounts listed in section 2 of Exhibit A for such resources. Wind resources shall be priced using only the LLH Diurnal Dow Jones Mid-C Price. Additionally, BPA may reduce all remarketing credits by a percentage developed in the applicable 7(i) Process to account for any transaction and transmission costs applicable to such remarketing.

2.5.3 Information Requirements

«Customer Name» shall provide BPA with hourly meter data from the Specified Resources listed in section 2.5.4 below in accordance with section 17.3 of the body of this Agreement. If «Customer Name» installs or upgrades a meter to meet such requirement, then «Customer Name» shall pay for any costs or related services attributable to the new or upgraded meters.

If any of the resources listed below in section 2.5.4 are scheduled to "Customer Name" is Total Retail Load, then "Customer Name" shall provide hourly generation forecast data and schedule data to BPA for such resources in accordance with Exhibit F. "Customer Name" shall also provide BPA with any resource information, including historical and forecast resource data, BPA determines is necessary to provide RRS.

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2.5.4 Specified Resources

«Resource Name» «Resource Name»

End Option 1.

<u>Option</u> 2: Include the following version if customer does NOT purchase RRS but does purchase SCS.

2.5 «Customer Name» Has Chosen Not To Purchase RRS

<u>Option 1:</u> Include the following if customer purchases SCS for its shares of Priest Rapids and Wanapum (only eligible customers are McMinnville, Forest Grove, Milton Freewater, and Kittitas).

2.6 Secondary Crediting Service (SCS)

From October 1, 20«XX» through September 30, 20«XX», «Customer Name» shall assign its shares of Priest Rapids and Wanapum to BPA in accordance with section 2.6.2 below. BPA shall provide federal energy to «Customer Name»'s Total Retail Load to meet any variations between the amounts generated by Priest Rapids and Wanapum and the amounts listed in section 2 of Exhibit A for such resources. BPA shall manage actual scheduled output from «Customer Name»'s shares of Priest Rapids and Wanapum for «Customer Name» and shall provide «Customer Name» credits and charges for managing such resources in accordance with section 2.6.3 below.

2.6.1 Definitions

Reviewer's Note: The following definition is a work-in-progress and needs updated.

- 2.6.1.1 "Diurnal Dow Jones Mid C Prices" means volume weighted monthly HLH and LLH dollar per megawatt hour values calculated for a calendar month from the "Firm On Peak", "Firm Off Peak", and "Sun and NERC 24 hour" "Mid-Columbia Electricity Price Index" published daily by Dow Jones & Company. Volume-weighted HLH values are calculated as daily On Peak prices times daily On Peak volume megawatt hours, divided by the monthly total of all such megawatt hours. Volume-weighted LLH values are calculated as the sum of daily Off Peak prices for days not Sundays or NERC Holidays times the corresponding daily megawatt-hours, plus Sun and NERC 24 hour prices times the corresponding megawatt hours, divided by the total of all such megawatt hours.
- 2.6.1.2 "Priest Rapids Project" (PRP) means the Priest Rapids and the Wanapum hydro resources. Both are Dedicated Resources listed in section 2 of «Customer Name»'s Exhibit A.
- 2.6.1.3 "PRP Points of Receipt" means the points where the 230_ kV facilities of Grant PUD and BPA interconnect: BPA's

Midway Substation for Priest Rapids and BPA's Vantage Substation for Wanapum.

- 2.56.1.34 "Secondary Energy" means energy generated by a hydro resource in excess of the amount of planned firm energy generation from that resource. For Pacific Northwest hydro resources, planned firm energy generation is the amount a resource could produce if a very low streamflow condition identified as a critical period were to reoccur. Planned firm energy amounts are the amounts listed in section 2 of Exhibit A for Specified Resources.
- 2.56.1.45 "Shortfall Energy" means an amount of energy calculated as the difference between the amount by which the amount of energy a resource actually produced in an identified period was less than the planned firm energy generation from a resource in an identified period and a lesser amount of energy that resource actually produced in the same identified period. Planned firm energy amounts are the amounts listed in section 2 of Exhibit A for Specified Resources.

2.<u>5.</u>6.2 Assignment of Priest Rapids Project to BPA

Customer Name» <u>assigns</u>shall assign to BPA its shares of PRP to BPA as follows:

- 2.<u>56</u>.2.1 <u>«Customer Name» exchanges and assignsehall assign</u> to BPA its rights and benefits to (<u>ai</u>) schedule the energy from <u>its shares of PRP</u> by hour and (<u>bii</u>) transmit such energy from PRP to the PRP Point of Receipt.
- 2.<u>5.</u>6.2.2 «Customer Name» shall retain its right to participate in any committees associated with its shares of PRP. «Customer Name» agrees that BPA may participate on any committees associated with «Customer Name»'s shares of PRP regarding matters of scheduling, operation, and maintenance of the PRP. «Customer Name» shall notify BPA in advance of any committee meetings when such issues are being discussed so as to permit BPA's attendance and participation.
- 2.56.2.3 No obligations other than those pertaining to the scheduling of energy by «Customer Name» under its PRP contracts are delegated to BPA under section_2.5.6-2.1 of this Agreement. BPA shall have no obligation for any costs or related services attributable to «Customer Name»'s shares of PRP. As such, «Customer Name» shall be responsible for payment of (1) all costs attributable to «Customer Name»'s shares of PRP, and (2) all costs of transmission and ancillary services required

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2.<u>56</u>.3 Credits and Charges

In exchange for the assignment of the energy from PRP to BPA, BPA shall credit or charge «Customer Name», on «Customer Name»'s monthly bill provided pursuant to section 16 of this Agreement, for SCS as follows:

2.56.3.1 Secondary Energy Credit and Shortfall Energy Charge
BPA shall include a credit to «Customer Name» for Secondary
Energy from «Customer Name»'s shares of PRP delivered to
BPA from Grant PUD during Diurnal periods of each month
that Secondary Energy is available. BPA shall charge
«Customer Name» for any Shortfall Energy that occurs
during Diurnal periods of each month. BPA shall use the
rates (including power market indices) published in BPA's
Wholesale Power Rate Schedules and GRSPs to calculate
such credits and charges.

Reviewer's Note: BPA plans on calculating the Secondary Energy credit as follows (subject to each 7(i) process): by multiplying the Secondary Energy amounts, if any, for each Diurnal period by 90 percent of the applicable Diurnal Dow Jones Mid-C Prices. BPA plans on calculating the Shortfall Energy charge as follows (subject to each 7(i) process): By multiplying the Shortfall Energy amounts, if any, for each Diurnal period by 110the greater of (1) the applicable Diurnal PF Tier 1 Load Shaping rates established in BPA's Whole Power Rate Schedule, or its successor; or (2) 100 percent of the applicable monthly average Diurnal Dow Jones Mid-C Prices.

2.56.3.2 SCS Administrative Charge

«Customer Name» shall pay an administrative charge each month to BPA for SCS in accordance with BPA's Wholesale Power Rate Schedules and GRSPs. By <u>September September</u> 30 of each Rate Case Year, BPA shall update the table below with such charge.

MONTHLY SCS ADMINISTRATIVE CHARGE				
Rate Period	\$ <u>/month</u>			
2012 - 2013				
2014 - 2015				
2016 - 2017				
2018 - 2019				

MONTHLY-SCS ADMINISTRATIVE CHARGE				
Rate Period	\$/month			
2020 - 2021				
2022 - 2023				
2024 - 2025				
2026 - 2027				
2028				

Sub-Option: Add the following language ONLY if Customer decides to use <u>the PNCA Update shape</u>.

2.<u>56</u>.4 Reshaping Dedicated Resource Amounts

Notwithstanding the restriction in <u>section section</u>.3.4.2 of the body of this Agreement to reshape resource amounts for those resources being supported by SCS from BPA, BPA shall reshape <u>the</u>«Customer Name»'s PRP Dedicated Resource amounts listed in <u>section section</u>.2 of <u>Exhibit Exhibit A</u> using the PNCA Update Shape. BPA shall not reshape «Customer Name»'s PRP Dedicated Resource amounts listed in <u>section section</u>.2 of <u>Exhibit Exhibit A</u> using any other monthly shape listed in <u>section section</u>.3.4.3 of the body of this Agreement or any Diurnal shape listed in <u>section section</u>.3.4.3 of the body of this Agreement. BPA shall update the PRP Dedicated Resource Amounts in <u>section section</u>.2 of <u>Exhibit Exhibit A</u> annually, to be completed no later than <u>September September</u> 15 preceding the start of the applicable Fiscal Year.

End Sub-Option.

End Option 1.

Option 2: Include the following if customer purchases SCS option 2. If customer purchases SCS option 2 to support the Priest Rapids or Wanapum resources, then SCS option 2 must support both for any resource other than its shares of Priest Rapids and Wanapum.

2.56 Secondary Crediting Service (SCS)

«Customer Name» shall apply all of the output as it is generated from «Resource Name(s)» to «Customer Name»'s Total Retail Load. BPA shall provide energy to «Customer Name»'s Total Retail Load to meet any variations between the amounts generated and the amounts listed in section 2 section 2 of Exhibit Exhibit A for «Resource Name(s)».

2.<u>5</u>6.1 **Definitions**

2.56.1.1 "Secondary Energy" means energy generated by a hydro resource in excess of the amount of planned firm energy generation from that resource. For Pacific Northwest hydro resources, planned firm energy generation is the amount a resource could produce if a very low streamflow condition identified as a critical period were to reoccur. Planned firm

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energy amounts are the amounts listed in section 2 of Exhibit A for Specified Resources.

2.56.1.24 "Shortfall Energy" means an amount of energy calculated as the amount by which difference between the amount of energy a resource actually produced in an identified period was less than the planned firm energy generation from a resource in an identified period and a lesser amount of energy that resource actually produced in the same identified period. Planned firm energy amounts are the amounts listed in section 2 of Exhibit A for Specified Resources.

2.56.2 Information Requirements

«Customer Name» shall provide BPA with hourly meter data from «Resource Name(s)» in accordance with <u>section section</u> 17.3 of the body of this Agreement. If «Customer Name» installs or upgrades a meter to meet such requirement, then «Customer Name» shall pay for any costs or related services attributable to the new or upgraded meters.

If "Resource Name(s)" "is or are" scheduled to "Customer Name" same Total Retail Load, then "Customer Name" shall provide hourly generation forecast data and schedule data to BPA for such resource "s" in accordance with Exhibit Exhibit F.

By October 31 of each Rate Case Year, «Customer Name» shall also provide BPA (in a format determined by BPA) with the any resource information, including historical and forecast resource data, that BPA determines is necessary to provide SCS.

2.<u>5</u>6.3 Charges and Credits

If on a monthly basis <u>«Resource Name(s)»</u> generate<u>«s»</u> more or less energy than is listed in <u>section 2 of Exhibit</u> section <u>2 of Exhibit</u>. A for such resource <u>«s»</u>, then BPA shall provide <u>«Customer Name»</u> with a credit for any Secondary Energy or a charge for any Shortfall Energy, in accordance with <u>section 2.5 section 2.6.3.1</u> below. <u>«Customer Name»</u> shall pay a charge to BPA on a monthly basis in accordance with <u>section 2.5 section 2.6.3.2</u> below.

<u>Sub-Option 1</u>: Include the following <u>Load Shaping Charge</u> provision if the resource is NOT scheduled to load.

2.56.3.1 Secondary Energy Credit and Shortfall Energy Charge
BPA shall credit «Customer Name» for any Secondary Energy
from «Resource Name(s)» that occurs during Diurnal periods
of each month. BPA shall or charge «Customer Name» for
any monthly Secondary Energy or Shortfall Energy
attributable to «Resource Name(s)» that occurs during
Diurnal periods of each month. BPA shall use theusing rates
(including power market indices) established –in BPA's

Wholesale Power Rate Schedules and GRSPs to calculate such credits and charges. BPA shall use amounts measured by the meters, as listed in Exhibit Exhibit A, for «Resource Name(s)» to determine Secondary Energy and Shortfall Energy amounts ealeulate such credits or charges.

Comment [ac1]: Should this be E?

END Sub-Option 1.

<u>Sub-Option 2</u>: Include the following <u>Load Shaping Charge</u> provision if the resource is scheduled to load.

Reviewer's Note: Only the shaded portions below differ from Sub-Option 1.

2.56.3.1 Secondary Energy Credit and Shortfall Energy Load Shaping Charge

BPA shall credit <u>«Customer Name»</u> for any Secondary Energy from «Resource Name(s)» that occurs during Diurnal periods of each month. BPA shall or charge «Customer Name» for any Shortfall Energy attributable to «Resource Name(s)» that occurs during Diurnal periods of each month. BPA shall use themonthly Secondary Energy or Shortfall Energy using rates (including power market indices) established –in BPA's Wholesale Power Rate Schedules and GRSPs to calculate such credits and charges. BPA shall use amounts scheduled for «Resource Name(s)», pursuant to section section 1 of Exhibit Exhibit F, to calculate such credits or charges.

END Sub-Option 2.

<u>Reviewer's Note:</u> BPA plans on using the Load Shaping Charge/Resource Shaping Charge to calculate the Secondary Energy credit and Shortfall Energy charge, <u>such</u> determination is subject to a 7(i) process.

2.56.3.2 SCS Administrative Charge

«Customer Name» shall pay an administrative charge each month to BPA for SCS in accordance with BPA's Wholesale Power Rate Schedules and GRSPs. By <u>September September</u> 30 of each Rate Case Year, BPA shall update the table below with such charge.

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MONTHLY-SCS ADMINISTRATIVE CHARGE				
Rate Period	\$ <u>/month</u>			
2012 - 2013				
2014 - 2015				
2016 - 2017				
2018 - 2019				
2020 - 2021				
2022 - 2023				
2024 - 2025				
2026 - 2027				
2028				

End Option 2.

Reviewer's Note: RRS is a service that will be offered through the Firm Power Products and Services (FPS) rate schedule and will be considered and negotiated on a case-by-case basis. Additionally, BPA will limit the availability of RRS to an amount of Specified Resource that is less than or equal to the amount of forecast above-RHWM load the customer is expected to have by the end of the purchase period that is not already planned to be served by BPA at a Tier 2 rate or by another nonfederal resource. In rare circumstances BPA may consider a longer time period of load growth for small resources located within a customer's distribution system.

Since, Resource Remarketing Service is being offered through the FPS rate schedule RRS is NOT considered a Resource Support Service. However, BPA encourages customers to request RRS using the same Notice Deadlines and Purchase Periods applicable to Tier 2 and RSS. Customers may request RRS on a different timeline and BPA will consider such requests on a case-by-case basis. Customer may not purchase RRS without also purchasing DFS.

<u>Drafter's Note:</u> Customer may not purchase RRS without also purchasing DFS; ensure both provisions are included in Exhibit D. Note that RRS is a special provision in Exhibit D and is not included in section 2, Resource Support Services.

«X» Resource Remarketing Service (RRS)

From October 1, 20«XX» through September 30, 20«XX», BPA shall credit «Customer Name» for energy generated by the Specified Resources listed below in section «X».3 that is greater than the amounts listed in section 2 of Exhibit A for such resources. BPA shall determine such credits in accordance with section «X».1 below. «Customer Name» has also purchased Diurnal Flattening Service from BPA for the Specified Resource, including the BPA remarketed portions of such resources, listed below in section «X».3.

«X».1 Remarketing Credits

BPA shall include a credit on «Customer Name»'s monthly bill for actual generation produced by the resources listed below in section «X».3 that is greater than the amounts listed in section 2 of Exhibit A for such resources.

<u>Issue Date:</u> 4/20/2009 25 of 27 If the resources listed below in section «X».3 are scheduled to «Customer Name»'s Total Retail Load, then such actual generation shall equal the amounts scheduled for the resources, with such schedules submitted to BPA pursuant to section «X».2 below. If the resources listed below in section «X».3 are not scheduled, then such actual generation shall equal the amounts metered for the resources, and such meter data shall be submitted to BPA pursuant to section «X».2 below.

BPA shall use the rates (which may include power market indices) established in BPA's Wholesale Power Rate Schedules and GRSPs to calculate any remarketing credits. BPA may establish separate rates for wind resources and non-wind resources.

Reviewer's Notes: BPA plans on calculating remarketing credits as follows (subject to each 7(i) process): Except for wind resources, BPA shall calculate the remarketing credit equal to the applicable Diurnal Dow Jones Mid-C Prices multiplied by the actual generation produced by the resources listed below in section X.3 that is greater than the amounts listed in section 2 of Exhibit A for such resources. Wind resources shall be priced using only the LLH Diurnal Dow Jones Mid-C Price.

Additionally, BPA may reduce all remarketing credits for all resources by a percentage or fixed cost developed in the applicable 7(i) Process to account for any transaction and transmission costs applicable to such remarketing.

«X».2 Information Requirements

«Customer Name» shall provide BPA with hourly meter data from the Specified Resources listed in section «X».3 below in accordance with section 17.3 of the body of this Agreement. If «Customer Name» installs or upgrades a meter to meet this requirement, then «Customer Name» shall pay for any costs or related services attributable to the new or upgraded meters. If any of the resources listed below in section «X».3 are scheduled to «Customer Name»'s Total Retail Load, then «Customer Name» shall provide hourly generation forecast data and schedule data to BPA for such resources in accordance with Exhibit F.

By October 31 of each Rate Case Year, «Customer Name» shall also provide BPA (in a format determined by BPA) with the resource information, including historical and forecast resource data, that BPA determines is necessary to provide RRS.

«X».3 Specified Resources

«Resource Name» «Resource Name»

<u>Issue Date:</u> 4/20/2009 26 of 27 **Drafter's Note:** If customer purchases DFS, FORS, SCS, and/or RRS, then replace the Revisions section in Exhibit D with the following revisions section.

«X» Revisions

«X».1 General Exhibit Revisions

Except for those provisions in this exhibit for Diurnal Flattening Service (DFS), Forced Outage Reserve Service (FORS), Secondary Crediting Service (SCS), and Resource Remarketing Service (RRS), if any, this exhibit shall be revised by mutual agreement of the Parties to reflect additional products «Customer Name» purchases during the term of this Agreement.

Reviewer's Notes: The revisions sections below is based on the revisions section in Exhibit F, Scheduling.

«X».2 Revisions to DFS, FORS, SCS, and RRS

If «Customer Name» purchases DFS, FORS, SCS, or RRS, then BPA may unilaterally revise the provisions in this exhibit related to such products as follows:

- (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 WECC, NAESB, or NERC, or their successors or assigns.

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. 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 WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

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