**Reservation of Rights:** *All draft Provider of Choice (POC) contract language presented by BPA for discussion is subject to ongoing review and revision. Prior to finalizing the POC contract templates, BPA will publish complete contract templates for public review and comment. BPA acknowledges that failure to offer edits or comments on this document does not preclude a stakeholder from offering edits or comments during the formal public review.*

**Summary of Changes for 10/16 Workshop**

Under the Regional Dialogue contract, the “Transfer Service Support for Non-Federal Resources Agreement” or “TSSA” was developed for non-federal resources serving Above-RHWM transfer load. Because it was intended that the TSSA would be developed *after* the Regional Dialogue contracts were executed, BPA and customers agreed on a list of principles that were added to Exhibit G of the Regional Dialogue contract that would form the basis of the TSSA.

The Reimbursement Agreement was also developed outside of the Regional Dialogue contract for transfer customers seeking new Transfer Service.

Under Provider of Choice, BPA is proposing to fold the terms and conditions of the TSSA and the Reimbursement Agreement into Exhibit G of the contract for administrative efficiency. All of the principles that were in Exhibit G of the Regional Dialogue contract have been removed; by adding the TSSA terms and obligations, the principles became duplicative and are no longer needed.

**Summary of Changes for 12/11 Workshop**

BPA received a couple of comments during the 10/16 workshop, which BPA addressed at the workshop and/or have been addressed below within the workshop comment boxes. No other written comments were received outside of the workshop, BPA proposes to move Exhibit G to template. BPA did receive a comment on the Network Resources information that is included below for reference purposes only as BPA is proposing to move the Network Resources to Exhibit J. For a timely response to the comment received, BPA has proposed a few edits and responded in a comment box to that comment below.

**Edits of Particular Note**

N/A

**Related Definitions**

2.«#» “Business Day(s)” means every Monday through Friday except federal holidays.

2.«#» “Open Access Transmission Tariff” or “OATT” means a transmission provider’s transmission tariff that has been accepted by FERC and that FERC has ruled is consistent with or superior to FERC’s pro forma OATT for purposes of reciprocity, or that is substantially similar to FERC’s pro forma OATT.

*Reviewer’s Note: BPA has already shared this definition with the Delivery, section 14 and will be in section 2 of the Agreement.*

2.«#» “Third-Party Transmission Provider” means a transmission provider other than BPA that provides transmission service to serve «Customer Name»’s load.

*Reviewer’s Note: BPA has already shared this definition with the Delivery, section 14 and will be in section 2 of the Agreement.*

2.«#» “Transfer Service” means the transmission, distribution and other services provided by a Third-Party Transmission Provider to BPA to serve customer load over its transmission system, as listed in Exhibit E.

*Reviewer’s Note: BPA has already shared this definition with the Delivery, section 14 and will be in section 2 of the Agreement.*

2.«#» “Transfer Service Eligible Resource” means any (1) Dedicated Resource serving Total Retail Load or (2) Consumer‑Owned Resource serving On-Site Consumer Load.

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*Option 1: Include the following for customers not served by Transfer Service.*

**Exhibit G**

**THIS EXHIBIT INTENTIONALLY LEFT BLANK*(XX/XX/XX Version)***

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

*End Option 1*

*Option 2: Include the following exhibit for customers served by Transfer Service.*

**Exhibit G**

**TERMS RELATED TO TRANSFER SERVICE*(XX/XX/XX Version)***

As provided by section 14.6.7 of the body of this Agreement, if «Customer Name» acquires a Transfer Service Eligible Resource, then BPA’s support and financial assistance to «Customer Name» shall be consistent with the terms and conditions in this exhibit.

**1. DEFINITIONS**

1.1 “Fiscal Year Transfer Cap” means the annual Average Megawatt cap described in section 2 of this exhibit. The Fiscal Year Transfer Cap establishes the limit under which BPA will provide financial support for Transfer Service to customers’ Network Resources.

1.2 “Initial Transfer Study Deposit” means the amount of dollars required by a Third-Party Transmission Provider to initiate a Transfer Study.

1.3 “Last Transfer Segment” means the transmission and/or distribution facilities of the Third-Party Transmission Provider that either (1) interconnect directly to a customer’s transmission or distribution facilities or (2) interconnect to BPA transmission facilities that subsequently interconnect with a customer’s transmission or distribution facilities.

1.4 “Market Purchase” means, for purposes of this Exhibit G, a power purchase or resource that a customer uses to displace a Network Resource.

1.5 “Network Load” shall have the meaning as defined in the Federal Energy Regulatory Commission’s (FERC’s) current pro forma Open Access Transmission Tariff (OATT), or its successor.

1.6 “Network Resource” have the meaning as defined in the current FERC pro forma OATT, or its successor. In addition, the term “Network Resource” means any Transfer Service Eligible Resource that has been acquired by a customer, for which the customer has begun the process of acquiring firm transmission to serve the customer transfer POD(s).

1.7 “Transfer Request” means the written notification by BPA to a Third-Party Transmission Provider to start the required process to accommodate new or modified Transfer Service.

1.8 “Transfer Study” means a system impact study, feasibility study, facilities study, or other such studies that may be required by a Third-Party Transmission Provider following submission of a Transfer Request.

**2. Established Caps and Limitations**

2.1 This section 2.1 shall not apply for any Transfer Service Eligible Resource (1) serving a Planned NLSL or an NLSL pursuant to section 1 of Exhibit D, (2) serving a portion of «Customer Name»’s Total Retail Load that «Customer Name» is obligated to serve with BPA provided electric power pursuant to this Agreement or (3) where «Customer Name» is not acquiring and paying for transmission service from Transmission Services for that Transfer Service Eligible Resource. For all other Transfer Service Eligible Resources, BPA shall provide financial support for the transmission capacity associated with the Transfer Service Eligible Resource to all Transfer Service customers up to a maximum of 41 megawatts per fiscal year, cumulative over the duration of this Agreement. This cumulative megawatt limit is shown in the table below.

| **Fiscal Year** | **Per Year MW Limit** | **Cumulative MW Limit** |
| --- | --- | --- |
| FY 2029 | 41 | 41 |
| FY 2030 | 41 | 82 |
| FY 2031 | 41 | 123 |
| FY 2032 | 41 | 164 |
| FY 2033 | 41 | 205 |
| FY 2034 | 41 | 246 |
| FY 2035 | 41 | 287 |
| FY 2036 | 41 | 328 |
| FY 2037 | 41 | 369 |
| FY 2038 | 41 | 410 |
| FY 2039 | 41 | 451 |
| FY 2040 | 41 | 492 |
| FY 2041 | 41 | 533 |
| FY 2042 | 41 | 574 |
| FY 2043 | 41 | 615 |
| FY 2044 | 41 | 656 |

2.2Application of section 14.6.7 of the body of this Agreement and section 3.2 below shall be on a first come, first served basis in each year based on the date each request is received by BPA. Requests not met, in whole or in part, in any Fiscal Year will have priority over subsequent requests the following year. Once granted, BPA shall honor such request for the duration of the resource acquisition period, not to exceed the term of this Agreement.

**3. TRANSFER SERVICE FOR TRANSFER SERVICE ELIGIBLE RESOURCES**

The terms and conditions of this section 3 of Exhibit G are intended to serve as an enabling agreement under which BPA will offer specific terms for delivering Network Resources to «Customer Name»’s transfer POD(s), as identified in Exhibit E. Each Network Resource serving «Customer Name»’s transfer POD(s) will result in specific terms and conditions, negotiated by the Parties, and included in Exhibit J.

3.1 **Obtaining Transfer Service Support**

3.1.1 **Customer Application**

«Customer Name» shall have the right to request Transfer Service support over the Last Transfer Segment from BPA for the delivery of any Transfer Service Eligible Resource that «Customer Name» intends to acquire to serve its transfer POD(s), provided that such request shall be for service of at least one year in duration. «Customer Name»’s request shall comply with the requirements of this section 3.1 and shall be subject to the limitations of section 2 of this exhibit.

To request Transfer Service support from BPA for delivery of any Transfer Service Eligible Resource, «Customer Name» shall complete and submit to BPA the application form that BPA shall make available at a publicly accessible website.

Once «Customer Name» has submitted the application to BPA, «Customer Name» has begun the process of acquiring firm transmission for the Transfer Service Eligible Resource. From then on, the Transfer Service Eligible Resource will be referred to as a Network Resource. «Customer Name» shall submit its completed application form to BPA at least one year prior to the date «Customer Name» anticipates it will start receiving energy from its Network Resource. BPA will use this one-year period to acquire, if possible, firm transmission service for «Customer Name»’s Network Resource over the Last Transfer Segment.

On a case-by-case basis, BPA may, but is not obligated to, consider Transfer Service support requests to obtain firm transmission service for a Network Resource made less than one year prior to the date «Customer Name» anticipates it will start receiving energy from that Network Resource.

3.1.2 **BPA Notice and Completing Customer Application**

Within ten Business Days of BPA’s receipt of «Customer Name»’s application, BPA shall notify «Customer Name» as to the status of the application. Such notice shall inform «Customer Name» of the following: (1) whether the information provided in the submitted application form is sufficient for BPA to request firm transmission service for «Customer Name»’s Network Resource, (2) whether the amount of Transfer Service requested for «Customer Name»’s Network Resource exceeds, or partially exceeds, the current Fiscal Year Transfer Cap and (3) whether the amount of Transfer Service requested for «Customer Name»’s Network Resource exceeds, or partially exceeds BPA’s forecast of «Customer Name»’s minimum hourly load for their transfer POD(s).

If BPA determines the information in «Customer Name»’s application is insufficient, then BPA may ask «Customer Name» for additional information to support BPA’s efforts to secure firm transmission service. «Customer Name» shall provide BPA with the requested information within ten Business Days or within such time as the Parties may agree.

If «Customer Name»’s request exceeds or partially exceeds the current Fiscal Year Transfer Cap, then «Customer Name» shall notify BPA within ten Business Days after receipt of BPA’s notification whether «Customer Name» will withdraw or proceed with its application.

If «Customer Name»’s request exceeds or partially exceeds BPA’s forecast of their minimum hourly load for their transfer POD(s), then «Customer Name» shall revise their application within ten Business Days after receipt of BPA’s notification so that the Network Resource does not exceed or partially exceed their minimum load.

3.1.3 **Obtaining Firm Transmission Service**

Once the Parties have completed the requirements in sections 3.1.1 and 3.1.2 above, BPA shall pursue designation of the Network Resource and request firm transmission service from the Third-Party Transmission Provider. If the Third-Party Transmission Provider requests from BPA more information than «Customer Name» provided in its completed application form, then the Parties shall obtain and provide such information to the Third-Party Transmission Provider within ten Business Days of the Third-Party Transmission Provider’s request.

If the Third-Party Transmission Provider indicates that studies are, or construction may be, required to provide firm transmission service for «Customer Name»’s Network Resource, then BPA shall notify «Customer Name» of such studies or construction requirements. If, based on such studies or construction, «Customer Name» chooses to withdraw its request, then «Customer Name» shall notify BPA within five Business Days of receiving notice from BPA of such requirements. If no notice of withdrawal is received, then BPA shall proceed with firm transmission service acquisition for «Customer Name»’s Network Resource and «Customer Name» shall reimburse BPA for all costs the Third-Party Transmission Provider charges to BPA.

BPA shall make reasonable efforts to coordinate with «Customer Name» and the Third-Party Transmission Provider to complete the firm transmission service acquisition process as described in this section 3.1.3.

3.1.4 **Unavailable Firm Transmission Service for a Network Resource**

If the Third-Party Transmission Provider has not agreed to provide firm transmission services for «Customer Name»’s Network Resource within the requested timeframe, then BPA shall not be liable to «Customer Name» for any costs or penalties «Customer Name» may incur associated with the lack of firm transmission service. Further, BPA shall not be obligated to obtain Transfer Service for such resource.

«Customer Name» shall reimburse BPA for any costs assessed by the Third-Party Transmission Provider regarding «Customer Name»’s request for Transfer Service support, regardless of whether firm transmission service is obtained for «Customer Name»’s Network Resource.

3.2 **Parties’ Payment Obligations**

Once BPA has obtained firm transmission service for «Customer Name»’s Network Resource from the Third-Party Transmission Provider, the Parties shall be responsible for costs as follows:

3.2.1 **Customer Obligations**

«Customer Name» shall be responsible for acquiring firm transmission service, and paying for all costs associated with such firm transmission service, necessary to deliver the Network Resource across all intervening transmission systems to the Last Transfer Segment (delivered to the point of receipt on the Third-Party Transmission Provider’s system). These costs include, but are not limited to, all costs related to transmission, system impact studies, facilities studies, interconnection studies, generation imbalance, and any ongoing costs associated with the «Customer Name»’s Network Resource interconnection.

3.2.2 **BPA Obligations**

BPA’s obligation to acquire and pay for the Transfer Service costs pursuant to section 14.6 of the body of this Agreement for «Customer Name»’s Transfer Service Eligible Resources is limited to Network Resources delivered over the Last Transfer Segment.

BPA shall have no obligation to acquire or pay for Transfer Service for Transfer Service Eligible Resources if the Parties have not agreed to include such Transfer Service Eligible Resource and the applicable terms and conditions in the Network Resource section of Exhibit J.

3.2.3 **Customer** **Obligation to Reimburse BPA**

BPA shall pass through to «Customer Name» certain Transfer Service costs associated with any Network Resource pursuant to this exhibit and section 14.6 of the body of this Agreement, and stated in the Network Resource section of Exhibit J.

3.2.3.1 **Pass Through of Network Resource Specific Ancillary Services and Other Costs**

BPA shall pass through to «Customer Name» any costs of ancillary services associated with Transfer Service for «Customer Name»’s Network Resource(s).

BPA shall also pass through to «Customer Name» the costs of all other transmission services for Network Resource deliveries including, but not limited to: redispatch, congestion management costs, costs associated with adding the Transfer Service Eligible Resource generation as a Network Resource, any costs associated with generation interconnection, direct assigned system upgrades, and distribution and low-voltage charges, if applicable.

Such pass through of costs shall be set forth in the Network Resource section of Exhibit J.

3.2.4 **Reimbursement of** **Transfer Costs Above Fiscal Transfer Year Cap**

If BPA’s Fiscal Year Transfer Cap is fully or partially exceeded and «Customer Name» elects to have BPA obtain firm transmission service for «Customer Name»’s Network Resource pursuant to section 3.1.2 of this exhibit, then BPA shall pass through to «Customer Name» all charges assessed by the Third-Party Transmission Provider associated with the delivery of that portion of «Customer Name»’s Network Resource which exceeds the Fiscal Year Transfer Cap. «Customer Name»’s reimbursement of costs shall continue until such time as the Fiscal Year Transfer Cap increases and all of «Customer Name»’s Network Resources may be accommodated under the Fiscal Year Transfer Cap, as described in section 2.2 of this exhibit.

3.3 **Network Resource Section of Exhibit J**

Consistent with the requirements of this exhibit, the Parties shall include the details and any additional terms and conditions of Transfer Service for each Network Resource that «Customer Name» is using to serve its transfer POD(s) in the Network Resource section of Exhibit J.

3.3.1 **Requirements for** **Adding the Network Resource to the Network Resource to Section of Exhibit J**

Once «Customer Name»’s Network Resource has acquired firm transmission from the Third-Party Transmission Provider, the Parties shall revise the Network Resource section of Exhibit J to add resource-specific information regarding charges, terms and conditions for the delivery of «Customer Name»’s Network Resource. Including the cost responsibilities for delivering the Network Resource.

3.3.2 **Revisions to «Customer Name»’s Network Resource**

If any information for «Customer Name»’s Network Resource in the Network Resource section of Exhibit J changes at any time during the term of this Agreement, the Party that is aware of such change shall notify the other Party. The Parties shall revise the information for «Customer Name»’s Network Resource consistent with the change. Such information may require additional changes to the designation of the Network Resource and may result in a new Transfer Request.

3.4 **Other Requirements of «Customer Name» and Limitation on Network Resources**

3.4.1 **Hourly Transfer Service Limit**

«Customer Name»’s hourly right to Transfer Service for the Network Resource(s) shall not exceed «Customer Name»’s transfer POD(s) on any hour.

3.4.2 **Resource Removal**

BPA shall not obtain or pay for Transfer Service for that portion of «Customer Name»’s Network Resource, or a former Network Resource, that has been removed pursuant to section 10 of the body of this Agreement. If a Network Resource has been removed or is no longer being used to serve «Customer Name»’s transfer POD(s), then BPA may undesignate such Network Resource.

3.4.3 **Generation Metering Requirements**

«Customer Name» shall ensure that any Network Resource that is a Generating Resource meets the metering requirements specified in section 15 of the body of this Agreement and any metering requirements of the generation host Balancing Authority and the Third-Party Transmission Provider.

3.4.4 **Scheduling Requirements**

«Customer Name» shall be responsible for managing its Network Resource consistent with Exhibit F, Transmission Scheduling Service.

3.5. **Undesignation of Network Resource**

After BPA has obtained Network Resource designation for «Customer Name»’s Transfer Service Eligible Resource from the Third-Party Transmission Provider, BPA shall not undesignate such Network Resource except pursuant to section 3.4.2 of this exhibit or for the purposes of accommodating «Customer Name»’s load growth planning. Such undesignation and any subsequent designation shall be consistent with Exhibit A and section 3.1 of this exhibit.

Following any undesignation of a Network Resource, the Parties shall revise the Network Resource section of Exhibit J to reflect such undesignation.

3.6 **Market Purchases**

After BPA has obtained firm transmission service for «Customer Name»’s designated Network Resource, «Customer Name» may use a Market Purchase to displace the designated Network Resource, which BPA shall schedule on secondary network service, provided that:

(1) such Market Purchase is only scheduled in preschedule and not modified in real time, consistent with section 4.1 of Exhibit F, and such Market Purchase is at least one calendar day in duration;

(2) the megawatt amount of the Market Purchase does not exceed the amount of the Network Resource that «Customer Name» would have scheduled to its load;

(3) «Customer Name» does not, under any circumstances, remarket its Network Resource or perform any other operation that would cause BPA to be in violation of its obligations under the Third-Party Transmission Provider’s OATT;

(4) «Customer Name» is responsible for acquiring transmission service, and paying for the costs associated with such transmission service, necessary to deliver the Market Purchase to the Last Transfer Segment. These costs include, but are not limited to, any additional energy imbalance, redispatch, and unauthorized increase charges (UAI charges) that result from a transmission curtailment that impacts the resulting secondary network schedule; and,

(5) all cost obligations described in section 3.2 of this exhibit shall apply to such Market Purchase(s).

If «Customer Name» violates any of the criteria listed above, BPA shall immediately cease obtaining Transfer Service for «Customer Name» for purposes of displacing «Customer Name»’s Network Resource(s) with Market Purchases. Such prohibition shall apply to all Network Resources listed in the Network Resource section of Exhibit J, and the prohibition shall continue for the remaining term of this Agreement. BPA shall pass through to «Customer Name» all penalties, or other assessed costs, that result from «Customer Name» violating the conditions of this section 3 of the exhibit and the Network Resource section of Exhibit J.

3.7 **Transfer Service Using Non-OATT Agreements**

When BPA provides Transfer Service to «Customer Name» pursuant to a non-OATT agreement, and notwithstanding the OATT-specific definitions, descriptions and procedures defined in this exhibit, BPA shall, at its sole discretion, determine the appropriate Transfer Service arrangement for «Customer Name»’s Network Resource. In such instance, «Customer Name»’s Transfer Service Eligible Resource shall have characteristics comparable to a Network Resource, and «Customer Name» shall comply with the timelines and information sharing requirements described in section 3.1 of this exhibit and shall be responsible for direct payment and pass through costs on an equivalent basis to what is described in section 3.2 of this exhibit.

3.8 **Duties of Cooperation**

The Parties shall cooperate to establish the necessary protocols, provisions, and other arrangements that are reasonably necessary to:

(1) manage any particular characteristic of «Customer Name»’s Network Resource(s), and

(2) ensure that BPA is able to meet its obligations to the Third-Party Transmission Provider as set out in the applicable transmission service contract. Such necessary protocols, provisions and other arrangements may be reflected in the Network Resource section of Exhibit J.

Requests by either Party for expedited provision of information shall not be unreasonably denied.

**4. TERMS AND CONDITIONS FOR ACQUIRING NEW OR MODIFIED TRANSFER SERVICE**

4.1 **BPA’s Agreement to Pursue New or Modified Transfer Service**

4.1.1 «Customer Name» may request that BPA submit a Transfer Request to a Third-Party Transmission Provider. BPA will consult with «Customer Name» to determine the information needed to submit that Transfer Request. The Parties will confirm, in writing, their intent to pursue a Transfer Study, if required, including the information to be included in the Transfer Request and the amount of the Initial Transfer Study Deposit. Within 30 days after the Parties consult, BPA shall submit a Transfer Request to the Third-Party Transmission Provider based on the information provided.

4.1.2 If the Third-Party Transmission Provider requests more information than BPA provided in the Transfer Request, then the Parties shall obtain and provide such information to the Third-Party Transmission Provider within ten Business Days of the Third-Party Transmission Provider’s request.

If the Third-Party Transmission Provider indicates that a Transfer Study is required, then BPA shall notify «Customer Name» of such study. If, based on such Transfer Study requirement «Customer Name» chooses to withdraw its request, then «Customer Name» shall notify BPA within five Business Days of receiving notice from BPA of such requirements. If no notice of withdrawal is received, then BPA shall continue as if «Customer Name» wishes to proceed with the Transfer Study. If «Customer Name» indicates it does not wish to proceed, then BPA will withdraw the Transfer Request from the Third-Party Transmission Provider.

4.1.3 BPA shall initially pay the Third-Party Transmission Provider for all costs associated with the Transfer Request or the Transfer Study. BPA shall pass through all such costs to «Customer Name», subject to the limitations set forth in section 4.2 below.

4.1.4 BPA’s obligations under this section 4 are limited to submitting a Transfer Request to, or requesting a Transfer Study from, a Third-Party Transmission Provider and initially incurring any costs associated with such requests. BPA shall not be held liable to «Customer Name» for any acts, omissions or failures by the Third-Party Transmission Provider related to any Transfer Requests or Transfer Studies. BPA shall not be required to take any further action as a result of this section 4, including but not limited to any of the following:

(1) renewing or modifying the Transfer Service agreement between BPA and the Third-Party Transmission Provider;

(2) negotiating or entering into a new transmission arrangement between BPA and the Third-Party Transmission Provider;

(3) agreeing to or incurring costs associated with any construction, upgrades, or other improvements to «Customer Name»’s, BPA’s, or the Third-Party Transmission Provider’s facilities. The Parties will revise Exhibit D to include term and conditions associated with any direct assignment of such costs.

4.1.5 If, for any reason, the Third-Party Transmission Provider requires BPA to agree to any of the above actions identified in section 4.1.4 above, then BPA may withdraw the Transfer Request and terminate the Transfer Study immediately after providing «Customer Name» notice of its intent to do so.

4.2 **Coordination of Costs Beyond the Initial Transfer Study Deposit**

As stated in section 4.1.3 of this exhibit, BPA shall pass through to «Customer Name» all costs associated with a Transfer Request or Transfer Study. BPA shall notify and request confirmation related to a Transfer Request or Transfer Study from «Customer Name» pursuant to the notification provisions of section 4.2.2 below.

4.2.2 If BPA is notified that the costs associated with a Transfer Request or Transfer Study are likely to exceed the Initial Transfer Study Deposit, prior to BPA taking any action that would result in BPA incurring costs that exceed the Initial Transfer Study Deposit, BPA will request confirmation and notice from «Customer Name» to determine if «Customer Name» would like to proceed. BPA will notify «Customer Name» in writing as soon as practicable following notice of such additional costs from the Third-Party Transmission Provider. If such costs are not known, then the following additional provisions shall apply:

(1) BPA may request an estimate of such costs from the Third-Party Transmission Provider and provide that estimate to «Customer Name»; or

(2) BPA may estimate the amounts of such costs and provide those amounts to «Customer Name».

Estimates under sections 4.2.2(1) and 4.2.2(2) above, if any, shall not be binding on BPA and shall not alleviate «Customer Name» from paying or reimbursing BPA for the final actual costs.

4.2.3 «Customer Name» must notify BPA in writing by the date specified by BPA in the notice in section 4.2.2 of this exhibit (which shall not be less than seven Business Days) regarding whether BPA should or should not agree to or incur such costs.

1. If BPA receives a timely notice as stated in section 4.2.3 in which «Customer Name» requests BPA to incur the costs identified in a notice as stated in section 4.2.2, BPA will incur the costs.

(2) If BPA receives a timely notice as stated in section 4.2.3 of this exhibit in which «Customer Name» requests BPA to not incur a cost identified in a notice as stated in section 4.2.2 of this exhibit, then: (A) BPA will not agree to or incur such costs; and (B) BPA shall have the right to immediately withdraw the Transfer Request and terminate the Transfer Study process.

(3) If BPA does not receive a timely notice as stated in section 4.2.2 of this exhibit, then: BPA shall have the right to continue the Transfer Study process and pass through the additional costs to «Customer Name».

**5.** **REVISIONS**

Revisions to this Exhibit G shall be by mutual agreement of the Parties**.**

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

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*Drafter’s Note: This information is intended to be added as a section to the customer’s Exhibit J. Additionally, this template is intended to be a starting point to work from when drafting this section of the exhibit. Headings and content are expected to change to accommodate unique situations associated with the relevant Network Resource.*

*«#»* **Non-Federal Network Resource Information for Transfer Service**

*Drafter’s Note: If customer has more than one Non-Federal Network Resources for Transfer Service, number each separately as «#».1, «#».2, etc. and indent appropriately.*

*«#*».1 **«Resource Name»**

*«#*».1.1 **General Description of Network Resource:**

(1) **Resource type:** «Generating or Contract Resource»

(2) **Resource fuel type:** «hydro, gas, bio-mass, co-generation, coal, etc»

(3) **Physical Location:** «City, County, State»

(4) **Generation meter number:** «####»

*Drafter’s Note: N/A for Contract Resource. When meter number is available, information needs to be added, or should match Exhibit E of customer’s RD contract.*

(5) **Counterparty:** «xxxx»

(6) **Balancing Authority Area (BAA) in which «Resource Name» is located:** «xxxx»

(7) **Generator unit(s) size (nameplate) and quantity of capacity from that unit being designated as the Network Resource:** «xxxx»

(8) **MW amount of designation from Contract Resource:** «xxxx»

(9) **Amount of Above RHWM Load to be served with «Resource Name»:** «### MW(s)»

*«#*».1.2 **Operating characteristics of Network Resource**

(1) **Operating restrictions:**

(i) Periods of restricted operations: «routine limitations, i.e. fuel»

(ii) Maintenance schedules: «xxxx»

(iii) Must-run unit designations: «xxxx»

(2) **Operational protocols:** «xxxx»

(3) **Metering responsibilities:** «xxxx»

*«#*».1.3 **General Description of Transmission Arrangements made by** «Customer Name»

(1) **«Customer Name»’s BPA Network Transmission (NT) contract number:** «####-#####»

(2) **List reference number(s) assigned by OASIS for transmission reservations made:** «##########» (include current status of any transmission arrangements made associated with «Resource Name»)

(3) **List inter-connection arrangements (if any) made by «Customer Name»:** «xxxx»

(4) **List the location at which «Customer Name» will take possession of the power:** «xxxx»

(5) **List Point of Receipt (POR) on the Third Party Transmission Provider’s system where «Resource Name» will be delivered:** «xxxx»

(6) **Firming or sleeving arrangements:**

*«#*».1.4 **Cost Obligations**

BPA shall charge «Customer Name» and «Customer Name» shall pay for the following costs of Transfer Service for «Resource Name»:

     (1) Redispatch

     (2) Congestion management

     (3) Distribution and low-voltage delivery

     (4)Real power losses

     (5) Ancillary Services

     (a) Scheduling, System Control and Dispatch

*Drafter’s Note: Applies only if the resource is located in the same BAA as the customer’s load and is not recovered through a separate arrangement*

     (b) Generation Imbalance

     (c) Regulation and Frequency Response

(d) Operating Reserves

     (i) Spinning

     (ii) Non-Spinning

*Drafter’s Note: Includes all costs directly assigned to BPA related to the study, maintenance, expansion or construction of new transmission facilities necessary to transmit power from the resource to the customer’s load*

     (6) Direct Assignment Costs

*Drafter’s Note: Includes all transmission costs associated with energy which exceed the Above Fiscal Year Transfer Cap*

     (7) Other costs