**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.*

**Definitions**

2.«#» “Rate Case Year” means the Fiscal Year ending prior to the commencement of a Rate Period. The Rate Case Year immediately follows the Forecast Year and is the year in which the 7(i) Process for the next Rate Period is conducted.

2.«#» “Fiscal Year” or “FY” means the period beginning each October 1 and ending the following September 30.

2.«#» “Annexed Load”means existing load, distribution system (regardless of voltage), or service territory «Customer Name» acquires after the Effective Date from another utility, by means of annexation, merger, purchase, trade, or other acquisition of rights, the acquisition of which has been authorized by a final state, regulatory, or court action. The Annexed Load must be served from distribution facilities of any voltage that are owned or acquired by «Customer Name».

*Reviewer’s Note: PRDM working definition*

2.«#» “Above-CHWM Load” means the forecasted portion of a customer’s Preliminary Net Requirement that is in excess of the customer’s CHWM, if any, as determined in the Above-CHWM Load Process.

*Reviewer’s Note: PRDM working definition*

2.«#» “Above-CHWM Load Process” means the public process conducted during each Forecast Year, in which BPA will calculate the following values for the upcoming Rate Period:  1)  each customer’s Preliminary Net Requirement; 2) adjusted CHWMs; and 3) each customer’s Above-CHWM Load.

2.«#» “Tier 2 Rate” means any Priority Firm Power (PF) rate that reflects Tier 2 Costs and applies to power purchased under a CHWM Contract to meet a customer’s Above-CHWM Load.

*Reviewer’s Note: Provider of Choice working definitions*

2.«#» “Tier 2 Long-Term Rate” means a Tier 2 Rate at which customers may elect to purchase Firm Requirements Power in accordance with section 2.3 of Exhibit C.

2.«#» “Tier 2 Short-Term Rate”means a Tier 2 Rate at which customers may elect to purchase Firm Requirements Power in accordance with section 2.4 of Exhibit C.

2.«#» “Tier 2 Vintage Alternative” means a Tier 2 Rate at which customers may elect to purchase Firm Requirements Power in accordance with section 2.5 of Exhibit C.

**Summary of Changes**

Exhibit C has been redrafted from Regional Dialogue and therefore is shown in ‘clean’ version instead of redline. Section 2.1 outlines four options for Above-CHWM Load service that a customer can elect at contract signing.

1. If a customer elects option A, they will receive all of their Above-CHWM Load at the Tier 2 Long-Term Rate.

2. Option B is fixed Tier 2 Long-Term Rate *then* flexible option, which means to serve a customer’s Above-CHWM Load, the customer will designate a fixed amount of power they will purchase at the Tier 2 Long-Term Rate. Any amount of Above-CHWM Load above and beyond that designated fixed amount can be served with any combination of BPA power sold at a Tier 2 Short-Term Rate, a Tier 2 Vintage Rate (if available), or Dedicated Resources; this is the flexible option or is sometimes referred to as the flexible path.

3. Option C is fixed flexible *then* Tier 2 Long-Term Rate option. Customers will designate the fixed amount of power to serve their Above-CHWM Load under the flexible option, or flexible path, so a combination of BPA power sold at a Tier 2 Short-Term Rate, a Tier 2 Vintage Rate (if available), or Dedicated Resources. Then, any Above-CHWM Load above and beyond their designated flexible path amounts would be served at the Tier 2 Long-Term option.

4. Option D is all flexible option. Customers electing this option do not have access to the Tier 2 Long-Term Rate.

For options B and C, the customer’s fixed amount of power (whether at the Tier 2 Long-Term Rate or a flexible path) is designated at contract signing and captured in section 2.1.

Section 2.2 is carve-out for Load Following customers that take the flexible path to have a portion of their Above-CHWM Load up to 0.999 aMW served through the Tier 1 rate design.

Sections 2.3 and 2.4 address Tier 2 Long-Term and Short-Term obligations. Any elections are dependent on the path selected by the customer in section 2.1, so any flexible option elected for the Tier 2 Short-Term or Tier 2 Long-Term path will be captured in these tables each Rate Case Year after the Above-CHWM Load Process is complete. After such, BPA will notify the customer of the amounts of Above CHWM Load they have for the upcoming Rate Period.

Under Regional Dialogue, a customer had notice periods by which to make elections. Under Provider of Choice, a customer has a one-time election for Above-CHWM Load service, with a one-time right to change that election under the terms of the agreement. A customer is also granted a one-time right to reduce their Long-Term election under specific conditions listed in section 2.3.2.

Section 2.4.2 explains how BPA will handle a pro rata decrease or Tier 2 Short term in the event that BPA is not able to acquire for the amounts requested by customers on a rate period basis.

Exhibit C section 2.5 will reflect BPAs Vintage offering and is being drafted separately and will be added to this section when language is reviewed.

Section 2.7 captures the obligations in the instance of an annexation of merger and the appropriate cost recovery or obligations that are incurred as a result in either event.

**For December 11 Workshop:**

The Load Following Exhibit C was shared at the October 9 workshop. BPA received suggested redline edits from one stakeholder. BPA has addressed the suggested redlines and made additional edits to incorporate additional language:

First, language has been revised throughout Exhibit C to address how BPA refers to the fixed portions of an election. WPAG noted that this is a fixed “up to” amount that has been elected; while BPA changed the wording from what was suggested, BPA has updated related language throughout Exhibit C.

Second, in section 2.3.1 and 2.4, BPA added language to address 10/9 workshop commenters’ suggestions to clarify language around how BPA addresses different options in section 2.3.1 if customers elect options B ,C or D. Language has also been added to section 2.4 to address how options B, C and D would be similarly treated.

Section 2.1 was added to tie this section back to both the customers’ section 3.1, Purchase Obligation and section 3.2, Take or Pay.

Section 2.8 language is added to reflect how any updates to the Total Retail Load Forecast will apply to planned product customers. This creates the distinction that if a customer submits an updated forecast that means results in them having additional Forecasted net requirement amounts than were established in the Above-CHWM Load process, then the customer will be responsible for applying dedicated resources to meet that additional amount.

**Exhibit C**

**PURCHASE OBLIGATIONS**

**1. FIRM REQUIREMENTS POWER AT TIER 1 RATES**

The portion of «Customer Name»’s purchase obligation that is priced at Tier 1 Rates is established in section 8.1(1) of the body of this Agreement.

**2. FIRM REQUIREMENTS POWER AT TIER 2 RATES**

2.1 **One-Time Above-CHWM Load Service Elections**

Pursuant to section 9.2 of the body of the Agreement, «Customer Name» shall elect one of the following four options below to serve its Above‑CHWM Load which shall apply for the term of the Agreement except when «Customer Name» elects to change its Tier 2 Long-Term Rate purchase election amount pursuant to the terms and conditions of sections 2.3.2 and 2.3.3 of this exhibit.

BPA shall revise this exhibit by March 31, 2027, to indicate «Customer Name»’s initial election and purchase obligation by adding an “X” to the box next to the applicable option below.

*Drafter’s Note: If customer changes its election over the term of the Agreement in accordance with section 2.3 add an “Additional Election” check box below “Initial Election” in section 2.1 and mark customers new election with “X”.*

Initial Election      (1) **Option A. All Tier 2 Long-Term Rate option**

«Customer Name» shall purchase and BPA shall serve all of «Customer Name»’s Above-CHWM Load with Firm Requirements Power priced at the Tier 2 Long-Term Rate.

 Initial Election      (2) **Option B**. **Fixed Tier 2 Long-Term Rate option then flexible option**

«Customer Name» shall purchase and BPA shall provide up to a fixed Average Megawatt amount of «Customer Name»’s Above-CHWM Load with Firm Requirements Power sold at the Tier 2 Long-Term Rate. Any remaining Above-CHWM Load will be served with: (1) Firm Requirements Power at the Tier 2 Short‑Term Rate, (2) Firm Requirements Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

At the time of election as stated in section 9.3 of the body of this Agreement, «Customer Name» shall notify BPA of the fixed Average Megawatt amount of its Above-CHWM Load BPA will serve up to with Firm Requirements Power sold at a Tier 2 Long-Term Rate. BPA shall update the following table to state such amount.

*Drafter’s Note: Leave table blank at contract signing.*

|  **Fixed aMW Amounts - Tier 2 Long-Term Election**  |
| --- |
| **Fiscal Year** | **2029** | **2030** | **2031** | **2032** | **2033** | **2034** | **2035** | **2036** |  |
| **Annual aMW** |  |  |  |  |  |  |  |  |
| **Fiscal Year** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** | **2043** | **2044** |
| **Annual aMW** |  |  |  |  |  |  |  |  |
| Note: The amount in the table should be rounded to three decimal places. |

Initial Election      (3) **Option C**. **Fixed flexible option then Tier 2 Long-Term Rate option**

«Customer Name» shall elect up to a fixed Average Megawatt amount of Above-CHWM Load that will be served with a combination of power sold at a Tier 2 Short‑Term Rate, Tier 2 Vintage Rate, or with Dedicated Resources.

At the time of election, «Customer Name» shall notify BPA of the fixed Average Megawatt amount of its Above-CHWM Load BPA will serve up to under the flexible option for the duration of the contract. BPA shall update the following table to state such amounts.

«Customer Name» shall purchase and BPA shall serve any remaining Above‑CHWM Load with Firm Requirements Power sold at the Tier 2 Long-Term Rate.

*Drafter’s Note: Leave table blank at contract signing*

| **Fixed aMW Amounts - Flexible Election**  |
| --- |
| **Fiscal Year** | **2029** | **2030** | **2031** | **2032** | **2033** | **2034** | **2035** | **2036** |  |
| **Annual aMW** |  |  |  |  |  |  |  |  |
| **Fiscal Year** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** | **2043** | **2044** |
| **Annual aMW** |  |  |  |  |  |  |  |  |
| Note: the amount in the table should be rounded to three decimal places. |

Initial Election      (4) **Option D. All flexible option**

«Customer Name»’s Above‑CHWM Load shall be served with (1) Firm Requirements Power at the Tier 2 Short‑Term Rate, (2) Firm Requirement Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

«Customer Name»’s total Tier 2 Rate purchase obligation amount(s) that BPA shall provide and «Customer Name» shall purchase consistent with sections 3.1 and 3.2 of the body of this Agreement are stated in the table below in section 2.9.

*Include for* ***LOAD FOLLOWING*** *template:*

2.2 **Rounding Option**

If «Customer Name» elects option B, C, or D under section 2.1 above, then by July 31, 2027, «Customer Name» may elect to have BPA serve up to 0.999 aMW of its Above-CHWM Load through the Tier 1 Rate design, pursuant to the PRDM, for the term of the Agreement. No later thanMarch 31, 2028, BPA shall indicate «Customer Name»’s election for all Rate Periods through the term of the Agreement in the table below.

By July 31 of each Forecast Year, «Customer Name» may notify BPA if it wants to change its rounding option election, and BPA shall update the table below to reflect such change by March 31 following «Customer Name»’s notification.

*Drafter’s Note: Leave table blank at contract signing. By March 31, 2028, and if customer changes its election over the term of the Agreement, add an “X” for each Rate Period that customer elects the rounding option.*

| **Rate Period** | **Rounding Option Elected**  |
| --- | --- |
| BP-29 |  |
| BP-31 |  |
| BP-33 |  |
| BP-35 |  |
| BP-37 |  |
| BP-39 |  |
| BP-41 |  |
| BP-43 |  |
| Note: Add X if customer elects rounding option. |

*END* ***LOAD FOLLOWING*** *template.*

2.3 **Tier 2 Long-Term Rate**

2.3.1 **Election Opportunity and**  **Tier 2 Long-Term Rate Purchase Obligation Amount**

«Customer Name» may elect to purchase Firm Requirements Power at the Tier 2 Long-Term Rate to serve its Above-CHWM Load by selecting options A, B or C under section 2.1 of this exhibit. If «Customer Name» elects option A, B or C, then BPA shall update the table below by March 31 of each Rate Case Year to state the amount of Firm Requirements Power «Customer Name» is obligated to purchase at the Tier 2 Long‑Term Rate for the upcoming Rate Period as follows.

If «Customer Name» elects option A under section 2.1, then the amount of Firm Requirements Power «Customer Name» is obligated to purchase at the Tier 2 Long-Term Rate shall equal «Customer Name»’s Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period, as stated in the table in this section 2.3.1.

If «Customer Name» elects option B under section 2.1, then the amount of Firm Requirements Power «Customer Name» is obligated to purchase at the Tier 2 Long-Term Rate shall be the lesser of «Customer Name»’s Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period, or the fixed Average Megawatt amount elected under the Tier 2 Long-Term option stated in the table in section 2.1(2) above.

If «Customer Name» elects option C under section 2.1, then the amount of Firm Requirements Power «Customer Name» is obligated to purchase at the Tier 2 Long-Term Rate shall equal the amount of «Customer Name»’s Above-CHWM Load, calculated for each Fiscal Year of the applicable Rate Period, that exceeds the fixed Average Megawatt amount BPA will serve under the flexible option as stated in the table in section 2.1(3) above.

*Drafter’s Note: Leave table blank at contract signing. For options A, B, C: Update Tier 2 Long-Term amounts by March 31 of each Rate Case Year after the Above-CHWM Load Process is complete.*

| **Tier 2 Long-Term Rate Purchase Obligation Amount** |
| --- |
| **Fiscal Year** | **2029** | **2030** | **2031** | **2032** | **2033** | **2034** | **2035** | **2036** |  |
| **Annual aMW** |  |  |  |  |  |  |  |  |
| **Fiscal Year** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** | **2043** | **2044** |
| **Annual aMW** |  |  |  |  |  |  |  |  |
| Note: Fill in the table above with the annual Average Megawatts, rounded to three decimal places.  |

2.3.2 **Right to Reduce Tier 2 Long-Term Rate Election Amount Without a Fee**

«Customer Name» shall have a one-time right to request to reduce its Tier 2 Long-Term Rate election amount under options A, B, or C, without any charges or fees, if (1) «Customer Name» submits a written request to BPA prior to August 1, 2027, and (2) BPA has not acquired power for the purposes of serving «Customer Name»’s Tier 2 Long-Term Rate purchase obligation.

BPA, in its sole discretion, shall determine whether «Customer Name»’s request to reduce its Tier 2 Long-Term Rate election amount meets the notice requirements. BPA shall notify «Customer Name» if the request does not meet the notice requirements.

If BPA determines that «Customer Name»’s request meets the notice requirements, then BPA shall reduce «Customer Name»’s Tier 2 Long‑Term Rate election amount. By March 31, 2028, BPA shall: (1) update the applicable table(s) in section 2 of this exhibit with «Customer Name»’s updated Tier 2 Long‑Term Rate election amount, and (2) update «Customer Name»’s election in section 2.1 if applicable.

2.3.3 **Right to Reduce Tier 2 Long Term Election Amount**

2.3.3.1 **Changes to Tier 2 Long-Term Elections**

Regardless of any reduction made pursuant to section 2.3.2 above, over the remaining term of the Agreement «Customer Name» shall have a one-time right to reduce its Tier 2 Long‑Term Rate election amount under section 2.1 above, including reducing such amount to zero.

2.3.3.2 **Notification and Service Options**

«Customer Name» shall notify BPA in writing of its one-time election to reduce the amount of power «Customer Name» is obligated to purchase under section 2.3.3.1 above no less than three years prior to the start of the Rate Period that its election would be effective.

«Customer Name»’s election under section 2.3.3.1 above shall be binding for the remaining term of the Agreement.

If «Customer Name» elects to reduce its Tier 2 Long-Term Rate election amount pursuant to section 2.3.3.1 above, then «Customer Name» shall serve the amount of the reduction with: (1) Firm Requirements Power at the Tier 2 Short‑Term Rate, (2) Firm Requirement Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

«Customer Name» shall notify BPA of its intent to serve its Above-CHWM Load with one of the four options listed in section 2.3.3.2 consistent with the terms and conditions stated in section 2 of Exhibit C.

2.3.3.3 **Exhibit Updates**

By March 31 following «Customer Name»’s election notice under section 2.3.3.2 above, BPA shall: (1) update the applicable table(s) in section 2 of this exhibit, with «Customer Name»’s updated Tier 2 Long-Term Rate election amount, and (2) update «Customer Name»’s election in section 2.1 of this exhibit. BPA will update Exhibit A with any changes to «Customer Name»’s Dedicated Resource amounts.

2.3.3.4 **Charges to Change Tier 2 Long-Term Election Amount**

«Customer Name» shall pay any charges that apply as a result of «Customer Name» exercising the one time right to change its Tier 2 Long‑Term Rate election amount under this section 2.3.3. BPA shall calculate such charges pursuant to the PRDM and Power Rate Schedules and General Rate Schedule Provisions. BPA shall not make payment to «Customer Name» as a result of BPA reducing the fixed up to Average Megawatt amounts of Firm Requirements Power that «Customer Name» is obligated to purchase at Tier 2 Long‑Term Rates.

2.4 **Tier 2 Short-Term Rate**

Subject to the limitations in section 2.4.1 below, «Customer Name» may elect to purchase Firm Requirements Power at Tier 2 Short-Term Rates by electing option B, C or D under section 2.1 above.

If «Customer Name» elects options B, C or D, then by July 31, 2027, and by July 31 of each Forecast Year, «Customer Name» shall notify BPA of the amount of its Above-CHWM Load it requests for BPA to serve, if any, at the Tier 2 Short‑Term Rate for the following Rate Period. Subject to the limitations in section 2.4.2 below, BPA shall update the table below by March 31 of each Rate Case Year to state the amount of power «Customer Name» is obligated to purchase at the Tier 2 Short‑Term Rate as follows.

If «Customer Name» elects option B under section 2.1, then the amount of Firm Requirements Power «Customer Name» may request to purchase at the Tier 2 Short-Term Rate shall not exceed the amount of «Customer Name»’s Above-CHWM Load, calculated for each Fiscal Year of the applicable Rate Period, and shall not exceed the fixed Average Megawatt amount elected under the Tier 2 Long-Term option stated in the table in section 2.1(2) above.

If «Customer Name» elects option C under section 2.1, then the amount of Firm Requirements Power «Customer Name» may request to purchase at the Tier 2 Short-Term Rate, shall not exceed the lesser of «Customer Name»’s Above-CHWM Load amount calculated for each Fiscal Year of the applicable Rate Period or the fixed up to Average Megawatt amount BPA will serve under the flexible option as stated in the table in section 2.1(3) above.

If «Customer Name» elects option D under section 2.1, then the amount of Firm Requirements Power «Customer Name» may request to purchase at the Tier 2 Short-Term Rate, shall not exceed «Customer Name»’s Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period.

*Drafter’s Note: Leave table blank at contract signing. For options B, C, and D, update Tier 2 Short-Term amounts for each Rate Period by March 31 of each Rate Case Year after the Above-CHWM Process is complete.*

| **Tier 2 Short-Term Rate Purchase Obligation Amounts** |
| --- |
| **Fiscal Year** | **2029** | **2030** | **2031** | **2032** | **2033** | **2034** | **2035** | **2036** |  |
| **Annual aMW** |  |  |  |  |  |  |  |  |
| **Fiscal Year** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** | **2043** | **2044** |
| **Annual aMW** |  |  |  |  |  |  |  |  |
| Note:Fill in the table above with annual Average Megawatts, rounded to three decimal places. |

2.4.1 **Limitations on Tier 2 Short-Term Rate Amounts**

BPA shall attempt to acquire power to serve «Customer Name»’s total amount of load requested to be served with Firm Requirements Power at the Tier 2 Short‑Term Rate. If BPA is unable to acquire power, at any price, and cannot meet all customers’ requests to purchase power at the Tier 2 Short‑Term Rate, then each applicable Rate Period BPA: (1) shall notify «Customer Name» of the unavailability of power at the Tier 2 Short‑Term Rate and (2) may limit the amount of Firm Requirements Power at the Tier 2 Short‑Term Rate that «Customer Name» can purchase. If BPA receives multiple requests to provide Firm Requirements Power at the Tier 2 Short-Term Rate for the same Rate Period, and if BPA is only able to acquire power to serve a portion of the total requests for power priced at the Tier 2 Short-Term Rate, then BPA shall proportionally reduce all requests for the Rate Period on a pro rata basis.

By March 31, 2028 and by March 31 of each Rate Case Year thereafter, BPA shall notify customers of the unavailability or pro-rata reduction of power available at the Tier 2 Short-Term Rate.

2.4.2 **Determining Pro-Rata Shares of Amounts at Tier 2 Short-Term Rate**

If necessary pursuant to section 2.4.1 above, BPA shall determine «Customer Name»’s pro-rata amount of power available for purchase at a Tier 2-Short Term Rate for the applicable Rate Period based on (1) the actual amounts BPA is able to acquire to meet all customers’ aggregate requests for service at a Tier 2 Short-Term Rate and (2) the total amount of Firm Requirements Power requested at the Tier 2 Short-Term Rate in section 2.4 each Rate Period. BPA will adjust individual amounts of Firm Requirements Power at the Tier 2 Short-Term Rate downward by the ratio between sections 2.4.2.(1) and 2.4.2.(2) above to calculate the amounts of the proportional share adjustment.

In the event BPA adjusts amounts at the Tier 2 Short-Term Rate downward, «Customer Name» shall apply Dedicated Resources to serve the portion of its election at the Short-Term Tier 2 Rate that BPA is unable to supply. BPA will update amounts in Exhibit A in accordance with section 2.6 below.

2.4.3 **Failure to Make an Election**

If «Customer Name» does not notify BPA of its Tier 2 Short‑Term Rate election amounts pursuant to section 2.4 above for a Rate Period, then BPA shall enter “zero” for the applicable Fiscal Years of the Rate Period, and «Customer Name» shall serve its remaining Above‑CHWM Load amounts with Dedicated Resources.

In the event that «Customer Name» fails to make an election of its Tier 2 Short‑Term Rate election amounts pursuant to section 2.4 above, then «Customer Name» shall apply Dedicated Resources to meet its Above-CHWM Load. Any amounts will be updated in Exhibit A in accordance with section 2.6 below.

2.4.4 **Liability**

In no event shall BPA make payment to «Customer Name» as a result of «Customer Name» electing to reduce the amounts of Firm Requirements Power that «Customer Name» is obligated to purchase at Tier 2 Short-Term Rates. In no event shall BPA make payment to «Customer Name» if it is unable to secure power to meet requests for purchases at the Tier 2 Short-Term Rate.

*Reviewer’s Note: Tier 2 Vintage Rate language is being shared and reviewed separately.*

2.5 **Tier 2 Vintage Rate Alternative**

2.6 **Obligation to Apply Dedicated Resources**

«Customer Name» shall apply Dedicated Resources to serve the portion of its Above-CHWM Load that exceeds the sum of all «Customer Name»’s purchase obligations at Tier 2 Rates under sections 2.3, 2.4, and 2.5 above. BPA shall add «Customer Name»’s Dedicated Resources to section 2 and section 3 of Exhibit A.

2.7 **Above-CHWM Load Liability**

If «Customer Name» annexes load from another customer with a CHWM Contract that had Above-CHWM Load served with Firm Requirements Power purchased at a Tier 2 Long-Term Rates, Tier 2 Short-Term Rate or a Tier 2 Vintage Rate, then «Customer Name» shall pay any costs that BPA determines apply as a result of such annexation. BPA shall determine such costs, if any, during the 7(i) Process that follows «Customer Name»’s notice of annexation. BPA shall include such cost identified through the 7(i) Process on «Customer Name»’s bill. In no event shall BPA make payment to «Customer Name» as a result of «Customer Name» reducing its amounts of Firm Requirements Power.

*Include in* ***BLOCK*** *and* ***SLICE/BLOCK*** *templates:*

2.8 **Updates to Total Retail Load Forecast**

If «Customer Name» submits an updated Total Retail Load forecast pursuant to section 17.6.2 of the body of the Agreement, BPA updates «Customer Name»’s forecast Net Requirement and calculates an Above-CHWM Load amount greater than «Customer Name»’s Above-CHWM Load amount, established in the Above-CHWM Load Process, then «Customer Name» shall apply Dedicated Resources to serve the difference between (1) the amount established in the Above-CHWM Load Process and (2) any additional Above-CHWM Load amount established through such updated Total Retail Load forecast, for the applicable Rate Period. By March 31 following such calculation and determination, BPA will update Exhibit A with any changes to «Customer Name»’s Dedicated Resource amounts.

*END* ***BLOCK*** *and* ***SLICE/BLOCK*** *templates.*

2.9 **Amounts of Power to be Billed at Tier 2 Rates**

2.9.1 **Treatment for FY 2029 – FY 2030**

By March 31, 2027, BPA shall update the table in section 2.8.2 of this exhibit, consistent with «Customer Name»’s elections, with amounts of Firm Requirements Power which «Customer Name» shall purchase at applicable Tier 2 Long-Term Rate, Tier 2 Short-Term, and Tier 2 Vintage Rate, if applicable, for the FY 2029 – FY 2030 Rate Period consistent with sections 2.3, 2.4 and 2.5 of this exhibit. The difference between «Customer Name»’s Above-CHWM Load and Tier 2 Rate amounts will be served pursuant to section 2.6 of this exhibit.

2.9.2 **Amounts of Power for Subsequent Rate Periods**

For each Rate Period after the FY 2029 – FY 2030 Rate Period, BPA shall establish for the upcoming Rate Period consistent with «Customer Name»’s elections: (1) the planned annual average amounts of Firm Requirements Power which «Customer Name» shall purchase at Tier 2 Long-Term Rate, Tier 2 Short-Term Rate, and Tier 2 Vintage Rate, if applicable, and (2) any remarketed Tier 2 Rate purchase amounts in accordance with section 10 of the body of this Agreement. By March 31, 2028, and by March 31 of each Rate Case Year thereafter, BPA shall update the table below with such amounts for each year of the upcoming Rate Period consistent with sections 2.3, 2.4 and 2.5 of this exhibit. The difference between Above-CHWM Load and Tier 2 Rate amounts will be served pursuant to section 2.6.

*Drafter’s Note: Leave table blank at contract signing:*

|  | **Annual Amounts Priced at Tier 2 Rates (aMW)** |
| --- | --- |
| **Fiscal Year** | **2029** | **2030** | **2031** | **2032** | **2033** | **2034** | **2035** | **2036** |
| **«No Tier 2 at this time»** |  |  |  |  |  |  |  |  |
| **Remarketed Amounts** |  |  |  |  |  |  |  |  |
| **Fiscal Year** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** | **2043** | **2044** |
| **«No Tier 2 at this time»** |  |  |  |  |  |  |  |  |
| **Remarketed Amounts** |  |  |  |  |  |  |  |  |
| Notes:1. List each applicable Tier 2 rate in the table above. For the first applicable Tier 2 rate replace **No Tier 2 at this time** with the name of the applicable Tier 2 rate. For each additional Tier 2 rate, add a new row above the **Remarketed Amounts** row. If «Customer Name» elects not to purchase at Tier 2 rates, then leave **No Tier 2 at this time** in the table and leave the remainder of the table blank.2. Fill in the table above with annual Average Megawatts rounded to three decimal places. |

**3. REVISIONS**

BPA shall revise this exhibit to reflect «Customer Name»’s elections regarding service to its Above-CHWM Load and BPA’s determinations relevant to this exhibit and made in accordance with this Agreement.

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