**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**

BPA is proposing to pull some of language out of Exhibit D into section 23.3 (New Large Single Loads and CF/CTs). BPA has proposed edits to Exhibit D that are intended to improve the flow, understandability and clarity of the language. BPA is proposing language that more comprehensively addresses Load Following customers’ option to serve NLSLs with power sold from BPA at the NR rate.

For the December 11 workshop, BPA responds in comment boxes below to comments received at the October 15 workshop and comments received on the October 31 release of the contract templates.

**Related Definitions**

2.«#» “Consumer-Owned Resource” means a Generating Resource connected to «Customer Name»’s distribution system (regardless of voltage) from which the output is owned by a retail consumer, has a nameplate capability greater than 1.000 megawatt, is operated to serve load, and is not operated occasionally or intermittently as a back-up energy source at times of maintenance or forced outage. Consumer-Owned Resource does not include a resource where the owner of the resource is a retail consumer that exists solely for the purpose of selling wholesale power and for which «Customer Name» only provides incidental station service energy for local use at the retail consumer’s generating plant for uses such as lighting, heat and the operation of auxiliary equipment.

2.«#» “New Large Single Load” or “NLSL”has the meaning specified in section 3(13) of the Northwest Power Act and in BPA’s NLSL policy.

2.«#» “Planned NLSL” means the load at a single facility that BPA and a customer have agreed, pursuant to the provisions of Section V.B. of the April 2001 Bonneville Power Administration New Large Single Load Policy or its successor (BPA’s NLSL Policy), is expected to become an NLSL during the facility’s next consecutive 12‑month monitoring period.

2.«#» “Potential NLSL” means a load at a single facility that is capable of growing ten Average Megawatts (87,600,000 kilowatt‑hours) or more in a consecutive 12‑month monitoring period that may qualify as an NLSL.

*Reviewer’s Note: This definition is being considered together with the PRDM.*

2.«#»“Support Services” means a suite of services BPA Power Services provides to integrate federal and non-federal resources defined in the CHWM Contract and priced in a 7(i) Process consistent with Section 6 of the PRDM.

**\*\*\***

**Exhibit D**

**ADDITIONAL PRODUCTS AND SPECIAL PROVISIONS**

*Include in* ***LOAD FOLLOWING*** *template:*

**1. CF/CT AND NEW LARGE SINGLE LOADS*(XX/XX/XX Version)***

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

1.1 **CF/CT Loads**

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

*End Option 1*

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

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

1.1 **CF/CT Loads**

The Administrator has determined that the following loads were contracted for, or committed to be served (CF/CT), as of September 1, 1979, as defined in section 3(13)(A) of the Northwest Power Act, and are subject to PF rates:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **End Use Consumer’s Name** | **Facility Name** | **Facility Location** | **Date of CF/CT determination** | **Amount of firm energy contracted for, or committed to (MW)** |
|  |  |  |  |  |
| Note: Amount of firm energy is at 100 percent load factor. |

CF/CT Description:

*End Option 2*

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

1.2 **Potential NLSLs**

«Customer Name» has no identified Potential NLSLs.

*End Option 1*

*Option 2: Include the following if customer* ***has*** *POTENTIAL NLSLs. Update, as needed, at the end of each monitoring period.*

*Drafter’s Note: If customer has more than one Potential NLSL, number each separately as (1), (2), etc. and indent appropriately. Approximate load is the current size of the load, not the expected growth over the 12-month monitoring period. Add facility name if there are two Potential NLSLs at same site or as needed.*

1.2 **Potential NLSLs**

«Customer Name» has the following identified Potential NLSLs:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **End Use Consumer’s Name** | **Facility Name** | **Facility Location** | **Date of BPA facility determination** | **12-month Monitoring Period** |
|  |  |  |  | «Month Day» through «Month Day» |

Potential NLSL Description:

*End Option 2*

1.3 **Planned NLSLs**

*Option 1: Include the following if customer* ***has no*** *PLANNED NLSLs served by BPA at the NR rate.*

1.3.1 **Planned NLSLs Served by BPA**

«Customer Name» has no Planned NLSLs served by BPA.

*End Option 1*

*Option 2: Include the following if customer has any PLANNED NLSLs that BPA serves with power sold at the NR rate.*

1.3.1 **Planned NLSLs Served by BPA**

«Customer Name» has a Planned NLSL and, after consideration of the NLSL service study summary report consistent with section 23.3.7, and 23.3.8 if applicable, elects to have BPA serve the Planned NLSL at the NR rate (except for cumulative prior load as stated in section 1.5 below) consistent with section 23.3 of the body of this Agreement and with the Wholesale Power Rate Schedules and GRSPs.

*Drafter’s Note: If customer has more than one Planned NLSL, number each separately as (1), (2), etc. and indent appropriately. Approximate load is the current size of the load, not the expected growth over the 12-month monitoring period. Add facility name if there are two Planned NLSLs at same site or as needed. Update, as needed, at the end of each monitoring period.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **End Use Consumer’s Name** | **Facility Name** | **Facility Location** | **Date of BPA facility determination** | **12-month Monitoring Period** | **Date Facility Started Service as Planned NLSL** | **Manner of Service** |
|  |  |  |  | «Month Day» through «Month Day» |  | «Direct *or* Transfer» |

Planned NLSL Description:

Planned NLSL Service Study: «Include «In study *or* completed», start date of study, associated stand-alone contract number if any»

Other Service Details: «Include term of Consumer-Owned Resource details, service start date, other necessary details»

*End Option 2*

*Option 1: Include the following if customer* ***has no*** *PLANNED NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.*

1.3.2 **Planned NLSLs Served with Dedicated Resource or Consumer-Owned Resource Amounts**

«Customer Name» has no Planned NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.

*End Option 1*

*Option 2: Include the following if customer has a Planned NLSL served with Dedicated Resource or Consumer-Owned Resource amounts. If BPA has initiated an NLSL Service Study, include the Planned NLSL under this option of 1.3.2 until customer makes an election; and if customer elects to have BPA serve its Planned NLSL at the NR rate, then move the Planned NLSL to section 1.3.1.*

1.3.2 **Planned NLSLs Served with Dedicated Resource or Consumer-Owned Resource Amounts**

«Customer Name» has one or more Planned NLSLs and elects to serve the Planned NLSLs listed below pursuant to section 23.3 with Dedicated Resource or Consumer-Owned Resource amounts in Exhibit A that are not already used to serve any other portion of «Customer Name»’s Total Retail Load and are listed in section 4 or section 7.4, respectively, of Exhibit A. If «Customer Name» elects to serve a Planned NLSL with Dedicated Resource or Consumer-Owned Resource amounts in section 4 or section 7.4 of Exhibit A, then «Customer Name» may be required to purchase New Resource Support Services pursuant to section 1.6 below.

*Drafter’s Note: If customer has more than one Planned NLSL, number each separately as (1), (2), etc. and indent appropriately. Add facility name if there are two Planned NLSLs at same site or as needed. Update, as needed, at the end of each monitoring period.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **End Use Consumer’s Name** | **Facility Name** | **Facility Location** | **Date of BPA facility determination** | **12-month Monitoring Period** | **Date Facility Started Service as Planned NLSL** | **Manner of Service** |
|  |  |  |  | «Month Day» through «Month Day» |  | «Direct *or* Transfer» |

Planned NLSL Description:

Planned NLSL Service Study: «Include «In study *or* completed», start date of study, associated stand-alone contract number if any»

Other Service Details: «Include term of non-federal resource application, Consumer-Owned Resource details, service start date, other necessary details»

*End Option 2 for NLSL served with non-fed resources*

1.4 **NLSLs**

*Option 1: Include the following if customer* ***has no*** *NLSLs served by BPA at the NR rate.*

1.4.1 **NLSLs Served by BPA**

«Customer Name» has no NLSLs.

*End Option 1*

*Option 2: Include the following if customer* ***has*** *NLSLs served by BPA at the NR rate.*

1.4.1 **NLSLs Served by BPA**

«Customer Name» has an NLSL and, after consideration of the NLSL service study summary report consistent with section 23.3.7, and section 23.3.8 if applicable, elects to have BPA serve the NLSL at the NR rate consistent with section 23.3 of the body of this Agreement and with the Wholesale Power Rate Schedules and GRSPs.

*Drafter’s Note: If customer has more than one NLSL, number each separately as (1), (2), etc. and indent appropriately. Add facility name if there are two NLSLs at same site or as needed.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **End Use Consumer’s Name** | **Facility Name** | **Facility Location** | **Date of BPA facility determination** | **12-month Monitoring Period** | **Date Load Determined to be an NLSL** | **Manner of Service** |
|  |  |  |  | «Month Day» through «Month Day» |  | «Direct *or* Transfer» |

NLSL Description:

Approximate load: «X.XXX» aMW (load measured from «Month Day, Year» through «Month Day, Year»)

NLSL Service Study: «Include relevant details, start date of study, associated stand-alone contract number if any»

Other Service Details: «Include Consumer-Owned Resource details, service start date, other necessary details»

*End Option 2*

*Option 1: Include the following if customer* ***has no*** *NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.*

1.4.2 **NLSLs Served by Dedicated Resource or Consumer-Owned Resource Amounts**

«Customer Name» has no NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.

*End Option 1*

*Option 2: Include the following if customer* ***has*** *NLSLs and will serve the NLSLs with Dedicated Resources and/or Consumer-Owned Resources.*

1.4.2 **NLSLs Served by Dedicated Resource or Consumer-Owned Resource Amounts**

«Customer Name» has one or more NLSLs and elects to serve the NLSLs listed below pursuant to section 23.3 of the body of this Agreement and with Dedicated Resource or Consumer-Owned Resource amounts in Exhibit A that are not already used to serve any other portion of «Customer Name»’s Total Retail Load and are listed in section 4 or section 7.4, respectively, of Exhibit A. If «Customer Name» elects to serve an NLSL with Dedicated Resource amounts in section 4 of Exhibit A, then «Customer Name» shall also purchase New Resource Support Services pursuant to section 1.8 below.

*Drafter’s Note: If customer has more than one NLSL, number each separately as (1), (2), etc. and indent appropriately. Add facility name if there are two NLSLs at same site or as needed.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **End Use Consumer’s Name** | **Facility Name** | **Facility Location** | **Date of BPA facility determination** | **12-month Monitoring Period** | **Date Load Determined to be an NLSL** | **Manner of Service** |
|  |  |  |  | «Month Day» through «Month Day» |  | «Direct *or* Transfer» |

NLSL Description:

Approximate load: «X.XXX» aMW (load measured from «Month Day, Year» through «Month Day, Year»)

NLSL Service Study: «Include relevant details, start date of study, associated stand-alone contract number if any»

Other Service Details: «Include Consumer-Owned Resource details, service start date, other necessary details»

*End Option 2*

*Option 1: Include the following if customer* ***has*** *an NLSL but* ***has no*** *on-site renewable or cogeneration facilities to serve an NLSL:*

1.4.3 **Renewable Resource/Cogeneration Exception**

«Customer Name»’s end-use consumer is not currently applying an on-site renewable resource or cogeneration facility to an NLSL.

*End Option 1*

*Option 2: Include the following if customer* ***has*** *an NLSL and* ***has*** *an on-site renewable or cogeneration facility to serve that NLSL.*

1.4.3 **Renewable Resource/Cogeneration Exception**

*Option: Choose whether customer is applying a renewable or cogeneration facility.*

«Customer Name»’s end-use consumer is applying an on-site «renewable resource or cogeneration facility» to its NLSL listed in section 1.4«(#)» of this exhibit. *Suboption: Include the following if the customers’ on-site renewable or cogeneration facility is served by Transfer.*Consistent with section 14.6 of this Agreement, BPA shall pay for Transfer Service and shall pass through all applicable Transfer Service costs to «Customer Name» related to the application of «Customer Name»’s Dedicated Resources or Consumer-Owned Resources to its NLSL.*End Suboption*

*End Option 2*

*Option: Include the following if customer is served by transfer service or served over multiple transmission systems.*

1.4.4 **Planned NLSLs and NLSLs Served By Transfer Service**

1.4.4.1 **Planned NLSL(s) and NLSLs Served by BPA and Served by Transfer Service**

If «Customer Name» has any Planned NLSLs and NLSLs listed in sections 1.3.1 or 1.4.1 above and (1) has elected for BPA to serve all or a portion of the load at the NR rate and (2) such loads are served by Transfer Service, then for such Planned NLSL(s) or NLSL(s), BPA shall acquire and pay for Transfer Service and shall pass through all applicable Transfer Service costs to «Customer Name» consistent with section 14.6 of this Agreement.

1.4.4.2 **Planned NLSL(s) and NLSLs Served with Dedicated Resource Amounts or Consumer-Owned Resources and by Transfer Service**

Any Dedicated Resource or Consumer-Owned Resource amounts «Customer Name» applies to serve a Planned NLSL or an NLSL that are (1) listed in sections 1.3.2 or 1.4.2 above and (2) are served by Transfer Service must meet the terms and conditions of section 14.6.7 of the body of this Agreement, Exhibit G, and the relevant Network Resource section of Exhibit J.

For any such Dedicated Resource or Consumer-Owned Resource amounts serving an NLSL, BPA shall acquire and pay for Transfer Service and shall pass through to «Customer Name» any applicable Transfer Service costs».

For any such Planned NLSL(s) listed above in section 1.3.2 above, at the end of the applicable consecutive 12‑month monitoring period, BPA will determine if the Planned NLSL became an NLSL in accordance with section 23.3.5 of the body of this Agreement. If the Planned NLSL does not become an NLSL during the monitoring period, then BPA shall credit «Customer Name» for any eligible Transfer Service costs that BPA passed through and «Customer Name» paid related to serving the Planned NLSL. If Transfer Service invoices associated with such Planned NLSLs are amended by the Third-Party Transmission Provider following this credit, then BPA will pass through any charges or credits to «Customer Name» associated with such amended invoices. If the load continues to be monitored as a Planned NLSL, then the applicable provisions of this section 1.4.4.2 will continue to apply.

*End Option for Transfer Service*

1.5 **Potential NLSL and** **Planned NLSL Facility Load**

1.5.1 **Cumulative Prior Load**

Pursuant to section 23.3.5.2 of the body of this Agreement, BPA shall fill in the table in section 1.5.2 below with «Customer Name»’s cumulative prior load amounts for each Potential NLSL and Planned NLSL.

1.5.2 **Facility Load Included in Calculation of Power Eligible at PF Rate**

Pursuant to section 23.3.5.3 of the body of this Agreement, BPA shall fill in the table below with the fixed amount of facility load to be included in the calculation of «Customer Name»’s Firm Requirements Power eligible for service at BPA’s PF rate(s).

*Drafter’s Note: Add a row for each additional Potential NLSL, Planned NLSL, or NLSL that has cumulative prior load and/or load included in the calculation of Firm Requirements Power eligible for service at the PF rate. Update at the end of each monitoring period. If customer has none, include N/A and retain «XX.XXX» as applicable.*

|  |
| --- |
|  |
|  |  |  |  |
|  |  |  |  |

|  |
| --- |
| **Potential NLSL, Planned NLSL, and NLSL Facility Load** |
| **Facility Name** | **Status of NLSL** | **Cumulative Prior Load Energy** | **Cumulative Prior Load Peak** | **Facility Load Included in the Calculation of Power Eligible at PF Rate** |
| «Name of Potential NLSL, Planned NLSL, or NLSL» | «Potential NLSL,Planned NLSL, or NLSL» | «XX.XXX» aMW | «XX.XXX» MW | «XX.XXX» aMW |

1.6 **New Resource (NR) Support Services**

BPA will provide New Resource (NR) Support Services to «Customer Name» make power available to meet the variations between any «Customer Name» scheduled Dedicated Resource amounts, and Consumer-Owned Resource amounts as applicable, serving a Planned NLSL or NLSL and the actual amounts of the Planned NLSL or NLSL. Such applicability will be pursuant to the applicable Wholesale Power Rate Schedules and GRSPs.

1.6.1 **New Resource Energy Support Service (NR ESS) for Planned NLSLs and NLSLs**

«Customer Name» shall purchase New Resource Energy Support Service (NR ESS) for any Dedicated Resource and Consumer-Owned Resource amounts serving «Customer Name»’s Planned NLSLs and NLSLs for the period(s) listed in the table below in accordance with the applicability requirements and at the rates and charges established under and in the applicable Wholesale Power Rate Schedules and GRSPs.

*Drafter’s Note: Add a row for each additional Planned NLSL and NLSL. NR ESS elections are per Rate Period. As applicable, update the table at the beginning of the first monitoring period and then prior to the beginning of each Rate Period thereafter.*

|  |
| --- |
| **NR ESS**  |
| **Name of Planned or NLSL** | **Term of Purchase** | **Capacity Percentage Election** | **Data Sharing Credit** **(Y/N)** |
| «Name of Planned NLSL/ NLSL or N/A» | «Month Day, Year» through «Month Day, Year» |  |  |

1.6.2 **Capacity Amount Election for NR ESS**

By February 1, 2028 and by February 1 prior to the start of each Rate Period over the remaining term of the Agreement, «Customer Name» shall provide BPA with its election for monthly capacity percentage that «Customer Name» requests from BPA to serve its Planned NLSLs and NLSLs for the upcoming Rate Period pursuant to the applicable capacity percentages established in the applicable Wholesale Power Rate Schedules and GRSPs. By the immediately following March 31, BPA shall fill in the table in section 1.6.1 above with «Customer Name»’s such capacity percentage elections.

1.6.3 **Credit Associated with Data Sharing**

By February 1, 2028 and by February 1 prior to the start of each Rate Period over the remaining term of the Agreement, «Customer Name» shall provide BPA its load forecast and scheduling data pursuant to the criteria and requirements included in the applicable Wholesale Power Rate Schedules and GRSPs. By the immediately following March 31, BPA shall fill in the table in section 1.6.1 above with «Customer Name»’s capacity percentage elections.

1.6.4 **NR Resource Support Services (NR RSS)**

*Option 1: Include the following if customer is not purchasing NR RSS:*

«Customer Name» is not purchasing NR Resource Support Services (NR RSS) for any of its Planned NLSLs or NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.

*End Option 1.*

*Option 2: Include the following if customer is purchasing NR RSS :*

«Customer Name» shall purchase New Resource Resource Support Services (NR RSS) for any of its Dedicated Resource and Consumer-Owned Resource amounts serving «Customer Name»’s Planned NLSLs and NLSLs for the period(s) listed in the table below in accordance with the applicability requirements and at the rates and charges established under and in the applicable Wholesale Power Rate Schedules and GRSPs.

*Drafter’s Note: Add a row for each additional Planned NLSL and NLSL. NR RSS elections are per Rate Period. As applicable, update the table at the beginning of the first monitoring period and then prior to the beginning of each Rate Period thereafter.*

|  |
| --- |
| **NR RSS**  |
| **Name of Planned or NLSL** | **Term of Purchase** | **Type of NR RSS** |
| «Name of Planned NLSL/ NLSL or N/A» | «Month Day, Year» through «Month Day, Year» |  |

*End Option 2*

1.6.5 **Rates and Charges for Planned NLSLs and NLSLs**

1.6.5.1 **NR ESS Energy and Capacity Charges and Credits**

All applicable NR ESS charges or credits for Planned NLSLs and NLSLs shall be as established in the current Wholesale Power Rate Schedules and GRSPs.

1.6.5.2 **Charge for Difference between PF and NR Rates**

If BPA served a Planned NLSL with power sold at the NR rate, including NR ESS Energy and Capacity Charges, and BPA later determines that such Planned NLSL did not reach ten Average Megawatts of load growth in any consecutive 12‑month monitoring period, then BPA shall revise «Customer Name»’s bill to reflect the difference between the applicable PF rate and the applicable NR rate and charges in effect for the applicable monitoring period.

1.6.5.3**NR RSS Charges**

All applicable NR RSS charges or credits for Planned NLSLs and NLSLs shall be as established in the current Wholesale Power Rate Schedules and GRSPs.

1.7 **Transmission Scheduling Service**

If «Customer Name» is serving a Planned NLSL or an NLSL with Dedicated Resource amounts, then «Customer Name» shall purchase, or continue to purchase, Transmission Scheduling Service pursuant to the terms and conditions of Exhibit F. «Customer Name» shall schedule its Dedicated Resource amounts in section 4 of Exhibit A pursuant to the scheduling provisions included in sections 4.1 and 4.2 of Exhibit F.

1.8 **Liquidated Damages for Planned NLSLs**

This section 1.8 only applies if «Customer Name» is serving a Planned NLSL with Dedicated Resource amounts under section 1.3.2 above. This section 1.8 will not apply if, at the end of a Fiscal Year following the end of a consecutive 12‑month monitoring period, «Customer Name»’s Actual Annual Tier 1 Load is greater than its CHWM.

If BPA determines that a Planned NLSL load has grown by less than ten Average Megawatts in the consecutive 12‑month monitoring period just completed, then «Customer Name» agrees to pay BPA a charge as liquidated damages to recover the revenue for power that «Customer Name» would have otherwise purchased from BPA at the then applicable PF rate during such Fiscal Year(s).

If a consecutive 12‑month monitoring period for a Planned NLSL coincides with a single Fiscal Year, then BPA shall calculate liquidated damages for the load at each facility by multiplying the Planned NLSL liquidated damages rate, established in the applicable Wholesale Power Schedules and GRSPs, by the lesser of: (1) the megawatt hours measured at each facility for the Fiscal Year less any cumulative prior load and (2) «Customer Name»’s CHWM minus «Customer Name»’s Actual Annual Tier 1 Load for such Fiscal Year.

If a consecutive 12‑month monitoring period for a Planned NLSL spans two Fiscal Years, then at the end of the second Fiscal Year, BPA shall calculate liquidated damages for the load at each facility for each Fiscal Year of the consecutive 12‑month monitoring period by multiplying the applicable Planned NLSL liquidated damages rate by the lesser of: (1) the portion of the megawatt hours measured at each facility in the applicable Fiscal Year and (2) Customer Name»’s CHWM minus «Customer Name»’s Actual Annual Tier 1 Load for the applicable Fiscal Year.

In the event «Customer Name» has more than one Planned NLSL in a Fiscal Year, then the total amount of liquidated damages charge BPA shall apply will be limited to the megawatt hour amount that «Customer Name»’s CHWM is greater than «Customer Name»’s Actual Annual Tier 1 Load for the Fiscal Year.

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

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

**1. CF/CT AND NEW LARGE SINGLE LOADS*(XX/XX/XX Version)***

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

1.1 **CF/CT Loads**

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

*End Option 1*

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

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

1.1 **CF/CT Loads**

The Administrator has determined that the following loads were contracted for, or committed to be served (CF/CT), as of September 1, 1979, as defined in section 3(13)(A) of the Northwest Power Act, and are subject to PF rates:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **End Use Consumer’s Name** | **Facility Name** | **Facility Location** | **Date of CF/CT determination** | **Amount of firm energy contracted for, or committed to (MW)** |
|  |  |  |  |  |
| Note: Amount of Firm Energy is at 100 percent load factor. |

CF/CT Description:

*End Option 2*

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

1.2 **Potential NLSLs**

«Customer Name» has no identified Potential NLSLs.

*End Option 1*

*Option 2: Include the following if customer* ***has*** *POTENTIAL NLSLs. Update, as needed, at the end of each monitoring period.*

*Drafter’s Note: If customer has more than one Potential NLSL, number each separately as (1), (2), etc. and indent appropriately. Add facility name if there are two Potential NLSLs at same site or as needed.*

1.2 **Potential NLSLs**

«Customer Name» has the following identified Potential NLSLs:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **End Use Consumer’s Name** | **Facility Name** | **Facility Location** | **Date of BPA facility determination** | **12-month Monitoring Period** |
|  |  |  |  | «Month Day» through «Month Day» |

Potential NLSL Description:

*End Option 2*

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

1.3 **Planned NLSLs**

«Customer Name» has no Planned NLSLs.

*End Option 1*

*Option 2: Include the following if customer* ***has*** *PLANNED NLSLs and will serve the Planned NLSLs with Dedicated Resources and/or Consumer-Owned Resources.*

1.3 **Planned NLSLs Served with Dedicated Resource or Consumer-Owned Resource Amounts**

«Customer Name» has one or more Planned NLSLs and will serve the Planned NLSLs listed below pursuant to section 23.3 and with Dedicated Resource or Consumer-Owned Resource amounts in Exhibit A that are not already used to serve any other portion of «Customer Name»’s Total Retail Load and are listed in section 4 or section 7.4, respectively, of Exhibit A.

*Drafter’s Note: If customer has more than one Planned NLSL, number each separately as (1), (2), etc. and indent appropriately. Add facility name if there are two Planned NLSLs at same site or as needed. Update, as needed, at the end of each monitoring period.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **End Use Consumer’s Name** | **Facility Name** | **Facility Location** | **Date of BPA facility determination** | **12-month Monitoring Period** | **Date Facility Started Service as Planned NLSL** | **Manner of Service** |
|  |  |  |  | «Month Day» through «Month Day» |  | «Direct *or* Transfer» |

Planned NLSL Description:

Other Service Details: «Include term of non-federal resource application, Consumer-Owned Resource details, service start date, other necessary details»

*End Option 2*

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

1.4 **NLSLs**

«Customer Name» has no NLSLs.

*End Option 1*

*Option 2: Include the following if customer* ***has*** *NLSLs that it will serve with Dedicated Resources and/or Consumer-Owned Resources.*

1.4 **NLSLs**

«Customer Name» has one or more NLSLs and will serve the NLSLs listed below pursuant to section 23.3 of the body of this Agreement and with Dedicated Resource or Consumer-Owned Resource amounts in Exhibit A that are not already used to serve any other portion of «Customer Name»’s Total Retail Load and are listed in section 4 or section 7.4, respectively, of Exhibit A.

*Drafter’s Note: If customer has more than one NLSL, letter each separately as (1), (2), etc. and indent appropriately. Add facility name if there are two NLSLs at same site or as needed.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **End Use Consumer’s Name** | **Facility Name** | **Facility Location** | **Date of BPA facility determination** | **12-month Monitoring Period** | **Date Load Determined to be an NLSL** | **Manner of Service** |
|  |  |  |  | «Month Day» through «Month Day» |  | «Direct *or* Transfer» |

NLSL Description:

Approximate load: «X.XXX» aMW (load measured from «Month Day, Year» through «Month Day, Year»)

Other Service Details: «Include Consumer-Owned Resource details, service start date, other necessary details»

*End Option 2*

*Option 1: Include the following if customer* ***has*** *an NLSL but* ***has no*** *onsite renewable or cogeneration facilities to serve an NLSL:*

1.4.1 **Renewable Resource/Cogeneration Exception**

«Customer Name»’s end-use consumer is not currently applying an on-site renewable resource or cogeneration facility to an NLSL.

*End Option 1*

*Option 2: Include the following if customer* ***has*** *an NLSL and* ***has*** *an onsite renewable or cogeneration facility to serve that NLSL.*

1.4.1 **Renewable Resource/Cogeneration Exception**

*Option: Choose whether customer is applying a renewable or cogeneration facility.*

«Customer Name»’s end-use consumer is applying an onsite «renewable resource or cogeneration facility» to its NLSL listed in section 1.5 of this exhibit. *Suboption: Include the following if the customers’ onsite renewable or cogeneration facility is served by Transfer.*Consistent with section 14.6 of this Agreement, BPA shall pay for Transfer Service and shall pass through all applicable Transfer Service costs to «Customer Name» related to the application of «Customer Name»’s Dedicated Resources or Consumer-Owned Resources to its NLSL.*End Suboption*

*End Option 2*

*Option: Include the following if the customer has one or more NLSLs that are served with transfer.*

1.4.2 **NLSL(s) Served by Transfer Service**

Any Dedicated Resource or Consumer-Owned Resource amounts «Customer Name» applies to serve a Planned NLSL or an NLSL that are (1) listed in sections 1.3 or 1.4 above and (2) are served by Transfer Service must meet the terms and conditions of section 14.6.7 of the body of this Agreement, Exhibit G, and the relevant Network Resource section of Exhibit J.

For any such NLSLs listed in section 1.4 above, BPA shall acquire and pay for Transfer Service and pass through any applicable Transfer Service to «Customer Name».

For any such Planned NLSL(s) listed above in section 1.3 above, at the end of the applicable consecutive 12‑month monitoring period, BPA will determine if the Planned NLSL became an NLSL in accordance with section 23.3.5 of the body of this Agreement. If the Planned NLSL does not become an NLSL during the monitoring period, then BPA shall credit «Customer Name» for any eligible Transfer Service costs that BPA passed through and «Customer Name» paid related to serving the Planned NLSL. If Transfer Service invoices associated with such Planned NLSLs are amended by the Third-Party Transmission Provider following such credit, then BPA will pass through any charges or credits to «Customer Name» associated with such amended invoices. If the load continues to be monitored as a Planned NLSL, then the applicable provisions of this section 1.4.1 will continue to apply.

*End Option for Transfer Service*

1.5 **Potential NLSL and Planned NLSL Facility Load**

1.5.1 **Cumulative Prior Load**

Pursuant to section 20.3.5.2 of the body of this Agreement, BPA shall fill in the table in section 1.5.2 below with any «Customer Name» amounts of Potential NLSL and Planned NLSL cumulative prior load.

1.5.2 **Facility Load Included in Calculation of Power Eligible at PF Rate**

Pursuant to section 20.3.5.3 of the body of this Agreement, BPA shall fill in the table below with the fixed amount of facility load to be included in the calculation of «Customer Name»’s Firm Requirements Power eligible for service at BPA’s PF rate(s).

*Drafter’s Note: Add a row for each additional Potential NLSL, Planned NLSL, or NLSL that has cumulative prior load and/or load included in the calculation of Firm Requirements Power eligible for service at the PF rate. Update at the end of each monitoring period. If customer has none, include N/A and retain «XX.XXX» as applicable.*

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| --- |
| **Potential NLSL, Planned NLSL, and NLSL Facility Load** |
| **Facility Name** | **Status of NLSL** | **Cumulative Prior Load Energy** | **Cumulative Prior Load Peak** | **Facility Load Included in the Calculation of Power Eligible at PF Rate** |
| «Name of Potential NLSL, Planned NLSL, or NLSL» | «Potential NLSL, Planned NLSL, or NLSL» | «XX.XXX» aMW | «XX.XXX» MW | «XX.XXX» aMW |

1.6 **Liquidated Damages for Planned NLSLs*(10/18/2021 Version)***

This section 1.6 will not apply if «Customer Name»’s Net Requirement is greater than its applicable CHWM for the Fiscal Year(s) coinciding with a consecutive 12‑month monitoring period.

If BPA determines that a Planned NLSL has grown by less than ten Average Megawatts in the consecutive 12‑month monitoring period just completed, then BPA shall charge and «Customer Name» shall pay BPA the annual liquidated damages charge calculated by BPA as follows:

1.6.1 **Load Subject to Liquidated Damages**

To calculate the load subject to liquidated damages, BPA will multiply the applicable load by the CHWM Ratio. The applicable load is defined as the metered load at the Planned NLSL(s) during the 12‑month monitoring period minus any cumulative prior load. The CHWM Ratio is defined as the lesser of: (1) the difference of the applicable CHWM during the 12-month monitoring period and the average of the applicable Annual Net Requirement(s) during the 12-month monitoring period divided by the Applicable Load or (2) one. The load calculation described in this section 1.6.1 is expressed in the following formula:

Where:

Applicable Load = the metered load at the Planned NLSL(s) – any Facility Load Included in the Calculation of Power Eligible at PF Rate

CHWM Ratio =

LD Load = load subject to liquidated damages

1.6.2 **Annual Liquated Damages Charge**

BPA shall calculate liquidated damages by multiplying the Planned NLSL liquidated damages rate, established in the applicable Wholesale Power Schedules and GRSPs, by load subject to liquidated damages (LD Load) as stated in section 1.9.1 above.

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