**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.*

**Reservation of Rights**

The following draft language has not been agreed to by NRU or any NRU member and is provided for discussion purposes only. The draft Provider of Choice contract red-lines, including this section, are subject to NRU’s ongoing review and recommended revision. NRU reserves the right to subsequently object to, and if necessary, reject the language below, in whole or in part, and/or propose alternative language, including the right to reject or propose alternatives to the edits proposed by NRU in this draft.

**Summary of Changes for the 11/20 Workshop**

Changes are clean-up in nature. Breakouts for transfer and directly-connected language have been created in TSS-Partial TSS. If BPA joins a day ahead market, this exhibit will need a complete overhaul.

**Edits of Particular Note:** N/A

**Related Definitions**

*Reviewer’s Note: New proposed definition for section 2 of the Agreement.*

2.«#» “Transmission Scheduling Service” or “TSS” means the power scheduling service that BPA provides to «Customer Name» that allows BPA to manage certain aspects of «Customer Name»’s BPA Network Integration Transmission Service Agreement (BPA NT Agreement) with Transmission Services, to allow BPA to use the inherent flexibilities of «Customer Name»’s network rights in combination with other network customers’ rights to manage BPA’s power resources efficiently, and to provide seamless scheduling for Transfer Service customers.

\*\*\*

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

*Option 1: Include for customers served by Transfer Service with a BPA NT Agreement and for directly-connected NT customers that elected to purchase Resources Support Services, or to purchase power at a Tier 2 rate:*

**Exhibit F**

**TRANSMISSION SCHEDULING SERVICE*(XX/XX/XX Version)***

**1. DEFINITIONS, PURPOSE AND PARAMETERS**

1.1 **Definitions**

1.1.1 “Planned Transmission Outage” means an event that reduces the transmission capacity on a segment of the transmission path used to deliver «Customer Name»’s Dedicated Resource prior to the initial approval of the E‑Tag.

1.1.2 “Transmission Curtailment” means an event that is initiated by a transmission provider through a curtailment to the E‑Tag as a result of transmission congestion or an outage on the path used to deliver «Customer Name»’s Dedicated Resource.

1.1.3 “Transmission Event” means a Planned Transmission Outage or a Transmission Curtailment.

1.1.4 “Transmission Scheduling Service-Full” or “TSS-Full” means the version of Transmission Scheduling Service where BPA performs all necessary scheduling, including the creation and maintenance of E-Tags, of «Customer Name»’s Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load.

1.1.5 “Transmission Scheduling Service-Partial” or “TSS-Partial” means the version of Transmission Scheduling Service where «Customer Name» performs all necessary scheduling, including the creation and maintenance of E-Tags, of «Customer Name»’s Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load.

*Option 1: Include the following for customers who choose not to elect either TSS-Full or TSS-Partial at initial contract signing*

1.2 **Transmission Scheduling Service (TSS) Election**

By October 1, 2027 «Customer Name» shall notify BPA of its election to take TSS-Full or TSS-Partial, effective October 1, 2028. Then, pursuant to the terms of section 9 of this exhibit BPA will revise this exhibit to include the terms and conditions of «Customer Name»’s election.

*End Option 1*

*Option 2: Include the following for customers who elect to purchase TSS-Full:*

1.2 **Parameters of Transmission Scheduling Service-Full (TSS-Full)**

Beginning October 1, «year», and through the term of this Agreement, Power Services shall provide and «Customer Name» shall purchase TSS-Full. Power Services shall schedule «Customer Name»’s BPA provided power and Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load to «Customer Name»’s Total Retail Load under «Customer Name»’s NT Agreement with Transmission Services and/or other transmission agreement(s). Power Services shall not provide TSS-Full for anything other than delivery to «Customer Name»’s Total Retail Load.

Power Services shall perform all necessary prescheduling and real-time scheduling functions, and make other arrangements and adjustments, consistent with any RSS products and any other products and services «Customer Name» is purchasing from Power Services. «Customer Name» shall continue to be responsible for all non-scheduling provisions of its transmission agreement(s) used to serve «Customer Name»’s Total Retail Load, in accordance with the applicable OATT, including, but not limited to, the designation and undesignation of Network Resources, as defined by the applicable OATT.

«Customer Name» shall be subject to the rates, terms and conditions for TSS-Full specified in BPA’s applicable Wholesale Power Rate Schedules and GRSPs.

1.2.1 **Election, Commitment, and Removal of TSS-Full**

Provided that «Customer Name» is eligible to elect TSS-Partial, pursuant to the eligibility criteria in section 1.2.2 of this exhibit, «Customer Name» may notify BPA of its election to purchase TSS‑Partial by July 15 of a Forecast Year. If «Customer Name» elects TSS‑Partial, then the Parties will revise this exhibit to include the terms and conditions of such election by October 1 of the first Fiscal Year of the upcoming Rate Period.

1.2.2 **Eligibility for Electing TSS-Partial**

*Sub-option 1: Include the following for exclusively directly-connected customers:*

In order to be eligible to elect TSS-Partial, «Customer Name» must create and maintain a purchase selling entity code in the NERC registry through webRegistry, or its successor, at least one month prior to the date in section 1.2.3 below that «Customer Name» begins purchasing TSS-Partial.

*End Sub-option 1*

*Sub-option 2: Include the following for customers that are either exclusively served by Transfer Service or for customers that are BOTH directly-connected and served by Transfer Service:*

In order to be eligible to elect TSS-Partial, «Customer Name» must meet the following criteria:

(1) «Customer Name» must create and maintain a purchase selling entity code in the NERC registry through webRegistry, or its successor, at least one month prior to the date in section 1.2.3 below that «Customer Name» begins purchasing TSS-Partial.

(2) If «Customer Name» is served entirely by Transfer Service, then «Customer Name»’s Dedicated Resource(s) must be a Mid‑C Resource(s) over Non‑Firm, consistent with section 4.3.3 of this exhibit, and «Customer Name» must enter into Mid‑C Resource Over Non‑Firm exchange of power with BPA the terms and conditions of which are or shall be included in Exhibit D.

(3) if «Customer Name» is served by Transfer Service over multiple transmission systems and has load directly-connected to the BPA transmission system, then either (1) under the process described in section 14.7 of the body of this Agreement «Customer Name» must notice BPA of a Transmission System Delivery Plan to deliver its Transfer Service Eligible Resource that require an E‑Tag to its Total Retail Load over the BPA transmission system, (2) «Customer Name»’s Transfer Service Eligible Resource must be a Mid‑C Resource(s) over Non‑Firm, consistent with section 4.3.3 of this exhibit, and «Customer Name» must enter into a Mid‑C Resource Over Non‑Firm exchange of power with BPA the terms and conditions of which are or shall be included in Exhibit D or, (3) both..

*End Sub-option 2*

*End Option 2*

*Option 3: Include the following for customers who elect to purchase TSS-Partial:*

1.2 **Transmission Scheduling Service-Partial (TSS-Partial)**

1.2.1 **Eligibility for Electing TSS-Partial**

*Sub-option 1: Include the following for customers that are exclusively directly-connected:*

In order to be eligible to elect TSS-Partial, «Customer Name» must create and maintain a purchase selling entity code in the NERC registry through webRegistry, or its successor, at least one month prior to the date in section 1.2.3 below that «Customer Name» begins purchasing TSS-Partial.

*End Sub-option 1*

*Sub-option 2: Include the following for customers that are either exclusively served by Transfer Service or for customers that are BOTH directly-connected and served by Transfer Service:*

In order to be eligible to elect TSS-Partial, «Customer Name» must meet the following criteria:

(1) «Customer Name» must create and maintain a purchase selling entity code in the NERC registry through webRegistry, or its successor, at least one month prior to the date in section 1.2.3 below that «Customer Name» begins purchasing TSS-Partial.

(2) If «Customer Name» is served entirely by Transfer Service, then «Customer Name»’s Dedicated Resource(s) must be a Mid‑C Resource(s) over Non‑Firm, consistent with section 4.3.3 of this exhibit, and «Customer Name» must enter into Mid‑C Resource Over Non‑Firm exchange of power with BPA the terms and conditions of which are or shall be included in Exhibit D.

(3) if «Customer Name» is served by Transfer Service over multiple transmission systems and has load directly-connected to the BPA transmission system, then either (1) under the process described in section 14.7 of the body of this Agreement «Customer Name» must notice BPA of a Transmission System Delivery Plan to deliver its Transfer Service Eligible Resources that require an E‑Tag to its Total Retail Load over the BPA transmission system, (2) «Customer Name»’s Transfer Service Eligible Resource must be a Mid‑C Resource(s) over Non‑Firm, consistent with section 4.3.3 of this exhibit, and «Customer Name» must enter into a Mid‑C Resource Over Non‑Firm exchange of power with BPA the terms and conditions of which are or shall be included in Exhibit D, (3) both.

*End Sub-option 2*

1.2.2 **Election, Commitment, and Removal of TSS-Partial**

«Customer Name» may notify BPA of its election to cease purchasing TSS-Partial and instead purchase TSS‑Full by July 15 of each Forecast Year.

If «Customer Name» elects to move from TSS-Partial to TSS‑Full, then the Parties, pursuant to the terms of section 9 of this exhibit BPA will revise this exhibit to include the terms and conditions of TSS-Full by October 1 of the first Fiscal Year of the upcoming Rate Period.

If «Customer Name» has not met or ceases to meet the eligibility criteria in section 1.2.1 of this exhibit, or if allowed pursuant to the terms and conditions of section 4.2, BPA has the right to remove «Customer Name»’s TSS‑Partial and to require that «Customer Name» purchase TSS‑Full pursuant to section 9 of this exhibit.

*Drafter’s Note: Add date (year) below to reflect when customer started purchasing TSS-Partial.*

1.2.3 **Parameters of TSS-Partial**

Beginning October 1, «year», and through the term of this Agreement, provided that «Customer Name» has met and continues to meet the eligibility criteria in section 1.2.1 of this exhibit, Power Services shall provide and «Customer Name» shall purchase TSS-Partial. Power Services shall schedule «Customer Name»’s Firm Requirements Power to «Customer Name»’s Total Retail Load under «Customer Name»’s NT Agreement with Transmission Services and/or other transmission agreement(s), and «Customer Name» shall schedule «Customer Name»’s Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load that require an E‑Tag to «Customer Name»’s Total Retail Load under «Customer Name»’s NT Agreement with Transmission Services and/or other transmission agreement(s). Power Services shall not provide TSS‑Partial for any delivery other than delivery to «Customer Name»’s Total Retail Load.

For all its Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load that require an E‑Tag, «Customer Name» shall perform all necessary scheduling functions, and make other arrangements and adjustments, consistent with any RSS products and any other products and services «Customer Name» is purchasing from Power Services. «Customer Name» shall continue to be responsible for all non-scheduling provisions of its transmission agreement(s) used to serve «Customer Name»’s Total Retail Load, in accordance with the applicable OATT, including, but not limited to, the designation and undesignation of Network Resources, as defined by the applicable OATT.

«Customer Name» shall create and maintain any necessary source or sink codes in the NERC registry through webRegistry, or its successor, and notify BPA of such codes once created.

«Customer Name» shall be charged for service according to the rates, terms and conditions for TSS‑Partial specified in BPA’s applicable Wholesale Power Rate Schedules and GRSPs.

*End Option 3*

**2. ASSIGNMENT OF SCHEDULING RIGHTS**

«Customer Name» agrees that:

(1) Power Services is the scheduling entity for service taken under «Customer Name»’s NT Agreement with Transmission Services;

(2) Power Services has the right to acquire and manage secondary service under «Customer Name»’s NT Agreement with Transmission Services pursuant to section 28.4 of the BPA OATT as necessary to fulfill Power Services’ obligations under this Agreement. If necessary, «Customer Name» will retain the right to acquire secondary service under their NT agreement to deliver any Dedicated Resources to their load; and

(3) prior to Power Services providing TSS, Power Services will provide Transmission Services notice of (1) and (2) above.

In the event that Transmission Services requires direct engagement from «Customer Name» on (1) or (2), «Customer Name» shall notify Transmission Services directly.

Upon request, «Customer Name» shall provide copies of any transmission agreement(s) used to serve «Customer Name»’s Total Retail Load. Additionally, over the term of this Agreement, «Customer Name» shall provide Power Services with any additional transmission agreements «Customer Name» enters into which are used for service to its Total Retail Load and all amendments and modifications to current copies of «Customer Name»’s transmission agreement(s).

**3. LOAD FORECAST**

«Customer Name» shall cooperate with BPA to provide any information BPA determines is necessary to support BPA’s forecast of «Customer Name» load to provide TSS. If any load specific information is needed for developing a daily or hourly load forecast, then «Customer Name» shall provide such information in a timely manner.

*Option 1: Include the following for customers purchasing TSS-Full*

**4. SCHEDULING OF «CUSTOMER NAME»’S RESOURCES**

*Drafter’s Note: Include the following language for customers that have one or more Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load that BPA has determined no scheduling is necessary for delivery to load and list such resource(s). Do not list a market purchase from BPA Power that qualifies as a Mid-C Resource Over Non-Firm.*

This section 4 shall not apply to «Customer Name»’s following Dedicated Resource(s) and Consumer-Owned Resources serving On-Site Consumer Load: «Insert name(s) of non-applicable resource(s)». BPA may unilaterally revise this list pursuant to section 9 of this exhibit.

*End Option*

4.1 **Prescheduling**

«Customer Name» shall submit a delivery schedule to Power Services for its Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load for delivery to its Total Retail Load which shall include information such as the source, any points of receipt, any Open Access Same-time Information System (OASIS) reservation reference numbers needed for the delivery of such resources, the daily megawatt profile, and all purchasing selling entities in the path. This delivery schedule shall be submitted to Power Services by the earlier of one hour prior to the close of the firm transmission prescheduling deadline associated with the transmission agreement(s) used to deliver power to «Customer Name»’s Total Retail Load, or 1100 hours Pacific Prevailing Time (PPT) on the preschedule day. «***Option 1****: Include for customers that are either exclusively directly-connected or exclusively served by Transfer Service**:*However, if any of «Customer Name»’s Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load are to be delivered over secondary network transmission pursuant to section 4.3.3.1.2 below, then «Customer Name» shall submit its delivery schedule for such resource to Power Services by 1300 hours PPT on the preschedule day.***End Option 1*»«*Option 2****: Include for customers that are BOTH directly-connected and served by Transfer Service:*However, if «Customer Name»’s Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load are to be delivered over secondary network transmission pursuant to section 4.3.3.1.2 or section 4.3.3.2.2 below, then «Customer Name» shall submit its delivery schedule to Power Services by 1300 hours PPT on the preschedule day.***End Option 2*»**

«Customer Name» shall submit all required prescheduled information in a format specified by Power Services.

At Power Services’ request, «Customer Name» shall provide Power Services information on real power losses associated with «Customer Name»’s transmission agreement(s).

4.2 **Real-Time Scheduling**

Power Services shall accept megawatt adjustments to «Customer Name»’s Dedicated Resource and Consumer-Owned Resources serving On-Site Consumer Load schedule(s) up to the earlier of 45 minutes prior to the hour of delivery or 25 minutes prior to the earliest of the transmission real-time scheduling deadlines associated with delivery of power to «Customer Name»’s Total Retail Load.

«Customer Name» shall submit all required real-time scheduling information in a format specified by Power Services.

*End Option 1*

*Option 2: Include the following for customers purchasing TSS‑Partial*

**4. SCHEDULING OF «CUSTOMER NAME»’S DEDICATED RESOURCES**

*Drafter’s Note: Include the following language for customers that have one or more Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load that BPA has determined no scheduling is necessary for delivery to load and list such resource(s). Do not list a market purchase from BPA Power that qualifies as a Mid-C Resource Over Non-Firm.*

This section 4 shall not apply to «Customer Name»’s following Dedicated Resource(s) and Consumer-Owned Resources serving On-Site Consumer Load: «Insert name(s) of non-applicable resource(s)». BPA may unilaterally revise this list pursuant to section 9 of this exhibit.

*End Option*

4.1 **E-Tags, Other Scheduling Requirements**

*Sub-option 1: Include the following for customers that are exclusively directly-connected:*

4.1.1 **Special Provisions for «Customer Name»’s Transmission Scheduling Service-Partial**

*«*None at this time*»* *or* *«*describe unique arrangements or requirements*»*

*End Sub-option 1*

*Sub-option 2: Include the following for customers that are either exclusively served by Transfer Service or for customers that are BOTH directly-connected and served by Transfer Service:*

4.1.1 **E-Tags**

«Customer Name» shall electronically carbon copy Power Services on all E‑Tags for its Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load by naming BPAP01 as the “Purchasing‑Selling Entity” (PSE) on all such E‑Tags. A carbon copy is not needed when Power Services or Transmission Services is already on the E-Tag.

4.1.2 **Transfer Service Customers’ Submittal of Monthly PORs and Maximum Megawatt Hourly Amounts**

If «Customer Name» is served by Transfer Service and enters into a Mid‑C Resource Over Non‑Firm exchange of power with BPA pursuant to the terms in Exhibit D, then ten Business Days prior to the start of a month, «Customer Name» shall submit monthly POR(s) as listed in section 4.3.3.1.2(1) below and the maximum megawatt hourly amount needed for each POR. Such total megawatt amounts for all PORs may be no higher than «Customer Name»’s maximum Above‑CHWM Load amount for the month. «Customer Name» shall submit its POR(s) and associated megawatt amount by e‑mail to the following e‑mail address: gta@bpa.gov. BPA will reserve transmission on «Customer Name»’s behalf, and will supply «Customer Name» with a reservation number as necessary for submitting its E‑Tags.

4.1.3 **Special Provisions for «Customer Name»’s Transmission Scheduling Service-Partial**

*«*None at this time*»* *or* *«*describe unique arrangements or requirements*»*

*End Sub-option 2*

4.2 **Events, Charges for Events, BPA-Required Removal**

BPA shall charge «Customer Name» for TSS‑Partial events consistent with the rates, terms and conditions for TSS‑Partial specified in BPA’s applicable Wholesale Power Rate Schedules and GRSPs.

If «Customer Name» has five or more TSS‑Partial events in one month, then BPA may require the removal of «Customer Name»’s TSS‑Partial. BPA will consider the circumstances of the five or more events in determining if BPA will require removal of TSS‑Partial. If BPA requires removal, then BPA will, pursuant to section 9 of this exhibit, provide notice to «Customer Name» that it may no longer purchase TSS‑Partial and must purchase TSS‑Full. At the time of such notice, BPA will provide «Customer Name» with a draft revision of Exhibit F with such changes. Pursuant to section 9 of this exhibit, BPA will, subsequently, provide «Customer Name» with a unilateral revision to this Exhibit F that includes the terms and conditions of TSS‑Full. Unless an effective date is otherwise agreed to by the Parties, «Customer Name»’s purchase of TSS‑Full will be effective on the first day of the calendar month following the 45‑day period specified in section 9 of this exhibit.

If BPA has removed TSS‑Partial pursuant to this section 4.2, then «Customer Name» may request TSS‑Partial by July 15 of a subsequent Forecast Year; however, BPA, at its discretion, may deny such a request.

*End Option 2*

4.3 **Transmission Curtailments**

4.3.1 **Transmission Curtailment Management Service (TCMS)**

As a feature of TSS, BPA shall provide TCMS for certain «Customer Name» Dedicated Resources that require an E-Tag for delivery. TCMS coverage shall apply when Transmission Events impact eligible resources, with certain limitations as described throughout this section 4.3. TCMS and Transmission Events do not apply to Consumer-Owned Resources serving On-Site Consumer Load.

In accordance with the BPA OATT, TCMS coverage shall not apply while Transmission Services is redispatching «Customer Name»’s Dedicated Resource(s) to serve «Customer Name»’s load during a Transmission Event.

*Reviewer’s Note: The language below addresses curtailments if BPA is scheduling any Dedicated Resource without TCMS coverage. The Parties may, with mutual agreement, revise this exhibit to allow a customer to schedule such Dedicated Resource.*

4.3.2 **Curtailment and Outage Terms and Conditions** **for Resources without TCMS**

This section 4.3.2 shall apply to «Customer Name»’s Dedicated Resources for which Power Services is not providing TCMS coverage.

4.3.2.1 If a Transmission Curtailment occurs prior to 45 minutes before the hour of delivery, then «Customer Name» shall be responsible for securing replacement energy or alternate transmission, arranging delivery to the Balancing Authority Area in which «Customer Name» is located, and notifying Power Services of the revised delivery schedule prior to 45 minutes before the hour of delivery.

If Power Services is unable to secure secondary network transmission for the replacement resource because «Customer Name» did not notify Power Services of the revised delivery schedule prior to 45 minutes prior to the hour of delivery or secondary network transmission is unavailable, then «Customer Name» shall be subject to charges consistent with the provisions of this Agreement and all related products and BPA’s applicable Wholesale Power Rate Schedules and GRSPs, including Unauthorized Increase charges.

4.3.2.2 Power Services shall not accept replacement delivery schedules for Transmission Curtailments that occur less than 45 minutes before the delivery hour. «Customer Name» shall be subject to charges consistent with the provisions of this Agreement and all related products and BPA’s applicable Power Rate Schedules and GRSPs, including Unauthorized Increase charges.

4.3.2.3 If a Planned Transmission Outage is announced prior to «Customer Name»’s submission of a delivery schedule in pre-schedule, then «Customer Name» shall be responsible for securing replacement energy or alternate transmission, arranging delivery to the Balancing Authority Area in which «Customer Name» is located, and notifying Power Services of the revised delivery schedule prior to the preschedule deadline described in section 4.1 of this exhibit.

4.3.3 **TCMS Coverage Eligibility, Determination and Termination**

*Option 1: Include the following for customers that are exclusively served by Transfer Service.*

4.3.3.1 **Eligibility of Resources for TCMS Coverage**

4.3.3.1.1 **Firm Transmission**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

4.3.3.1.2 **Mid-C Resource Over Non-Firm**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if:

(1) such resource is: (A) a WSPP Schedule C market purchase delivered to the scheduling point of Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD; (B) a WSPP Schedule C market purchase from BPA at BPA Power (which does not need to be delivered to Mid‑C); or (C) a market purchase under the Edison Electric Institute Master Power Purchase & Sale Agreement, Version 2.1 or its successor, Schedule P: “Firm (LD)” or “Firm (No Force Majeure)” delivered to the scheduling point of Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. BPA will allow such Mid‑C market purchases to be scheduled from Mid‑C to BPA Power, as applicable, over non-firm secondary network transmission. And,

(2) «Customer Name» revises Exhibit D to include the terms and conditions of a Mid‑C Resource Over Non‑Firm exchange of power with BPA.

For purposes of this Agreement, such resource will be referred to as “Mid‑C Resource Over Non‑Firm”.

4.3.3.1.3 **Actively Obtaining Firm Transmission**

Power Services may, on a case-by-case basis and with certain limitations on the service, provide TCMS coverage for «Customer Name»’s Dedicated Resource that has not yet been granted firm network transmission by all applicable transmission providers if Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. Power Services and «Customer Name» shall work cooperatively to obtain firm network transmission for the Dedicated Resource pursuant to the terms and conditions of section 3 of Exhibit G. Power Services shall have sole discretion in determining whether or not Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. However, when making this determination Power Services shall use criteria including but not limited to: (1) the date «Customer Name» requests that Power Services pursue firm network transmission; (2) the planned start date for service from the Dedicated Resource; (3) the location of the resource; (4) the potential for Transmission Curtailments associated with delivering the resource on non-firm transmission; (5) the status of any ongoing OASIS requests and studies related to the resource; and (6) the length of time Power Services and «Customer Name» have been in the process of obtaining firm network transmission.

4.3.3.2 **BPA’s Determination for TCMS Coverage**

If «Customer Name» notifies Power Services that it is pursuing firm network transmission with all applicable transmission providers, then Power Services shall provide «Customer Name» with a determination of whether or not it may purchase such TCMS within 30 days following Power Services’ receipt of «Customer Name»’s notice.

4.3.3.3 **Termination of TCMS Coverage**

If, consistent with section 4.3.3.1.3 above, BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission by Transmission Services and a request for firm network transmission for such Dedicated Resource is withdrawn, or if such request is declined or invalidated without a timely resubmission of a similar request, then «Customer Name» shall notify BPA immediately and BPA shall terminate the provision of TCMS for «Customer Name»’s Dedicated Resource ten Business Days after such notification.

If, consistent with section 4.3.3.1.3 above, BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission and BPA offers a revision to Exhibit J to add such resource to «Customer Name»’s Network Resource section of Exhibit J, and such revision to Exhibit J is not executed by «Customer Name» within 30 days of the offer, then BPA shall terminate the provision of TCMS for «Customer Name»’s Dedicated Resource ten Business Days following the aforementioned 30 day period.

*End Option 1*

*Option 2: Include the following for customers that are exclusively directly-connected.*

4.3.3.1 **Eligibility of Resources for TCMS Coverage**

4.3.3.1.1 **Firm Transmission**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

4.3.3.1.2 **Mid-C Resource Over Non-Firm**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if such resource is: (1) a WSPP Schedule C market purchase delivered to the scheduling point of Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD; (2) a WSPP Schedule C market purchase from BPA at BPA Power (which does not need to be delivered to Mid‑C); or (3) a market purchase under the Edison Electric Institute Master Power Purchase & Sale Agreement, Version 2.1 or its successor, Schedule P: “Firm (LD)” or “Firm (No Force Majeure)” delivered to the scheduling point of Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. Such resources shall be scheduled from Mid‑C or the Federal Columbia River Power System to «Customer Name»’s Total Retail Load over non-firm secondary network transmission.

For purposes of this Exhibit F, such resource will be referred to as “Mid-C Resource Over Non-Firm”.

4.3.3.1.3 **Actively Obtaining Firm Transmission**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if «Customer Name» has submitted a request for firm network transmission to Transmission Services for such resource and that resource has been granted firm transmission by all other applicable providers, except as described in section 4.3.4.1 of this exhibit.

4.3.3.2 **Termination of TCMS Coverage**

If, consistent with section 4.3.3.1.3 above, BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission and the request for firm network transmission for such Dedicated Resource is withdrawn, or if such request declined or invalidated without a timely resubmission of a similar request, then «Customer Name» shall notify BPA immediately and BPA shall terminate the provision of TCMS for «Customer Name»’s Dedicated Resource ten Business Days after such notification.

*End Option 2*

*Option 3: Include the following for customers that are BOTH directly-connected and served by Transfer Service.*

4.3.3.1 **Eligibility of Resources Serving Transfer Service Load for TCMS Coverage**

If a Dedicated Resource will serve load for which Power Services provides Transfer Service, then Power Services shall provide TCMS coverage in accordance with the following.

4.3.3.1.1 **Firm Transmission**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

4.3.3.1.2 **Mid-C Resource Over Non-Firm**

1. Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if such resource is: (1) a WSPP Schedule C market purchase delivered to the scheduling point of Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD; (2) a WSPP Schedule C market purchase from BPA at BPA Power (which does not need to be delivered to Mid‑C); or (3) a market purchase under the Edison Electric Institute Master Power Purchase & Sale Agreement, Version 2.1 or its successor, Schedule P: “Firm (LD)” or “Firm (No Force Majeure)” delivered to the scheduling point of Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. BPA will allow such Mid‑C market purchases to be scheduled from Mid‑C to BPA Power, as applicable, over non-firm secondary network transmission. And,
2. Customer Name» (A) revises Exhibit D to include the terms and conditions of a Mid‑C Resource Over Non‑Firm exchange of power with BPA; and (B) revises Exhibit G to acknowledge the change in applicability of Exhibit G principles on its Mid‑C Resource Over Non‑Firm.

For purposes of this Exhibit F, such resource will be referred to as “Mid‑C Resource Over Non‑Firm”.

4.3.3.1.3 **Actively Obtaining Firm Transmission**

Power Services may, on a case-by-case basis and with certain limitations on the service, provide TCMS coverage for «Customer Name»’s Dedicated Resource that has not yet been granted firm network transmission by all applicable transmission providers if Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. Power Services and «Customer Name» shall work cooperatively to obtain firm network transmission for the Dedicated Resource pursuant to the terms and conditions of section 3 of Exhibit G. Power Services shall have sole discretion in determining whether or not Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. However, when making this determination Power Services shall use criteria including but not limited to: (1) the date «Customer Name» requests that Power Services pursue firm network transmission; (2) the planned start date for service from the Dedicated Resource; (3) the location of the resource; (4) the potential for Transmission Curtailments associated with delivering the resource on non-firm transmission; (5) the status of any ongoing OASIS requests and studies related to the resource; and (6) the length of time Power Services and «Customer Name» have been in the process of obtaining firm network transmission.

4.3.3.2 **Eligibility of Resources Serving Directly-Connected Load for TCMS Coverage**

If a Dedicated Resource is serving load that is directly-connected to the BPA transmission system and for which Power Services does not provide Transfer Service, Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource in accordance with the following.

4.3.3.2.1 **Firm Transmission**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

4.3.3.2.2 **Mid-C Resource Over Non-Firm**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if such resource is: (1) a WSPP Schedule C market purchase delivered to the scheduling point of Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD; (2) a WSPP Schedule C market purchase from BPA at BPA Power (which does not need to be delivered to Mid‑C); or (3) a market purchase under the Edison Electric Institute Master Power Purchase & Sale Agreement, Version 2.1 or its successor, Schedule P: “Firm (LD)” or “Firm (No Force Majeure)” delivered to the scheduling point of Mid‑C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. Such Mid‑C or BPA Power market purchases shall be scheduled from Mid‑C or the Federal Columbia River Power System to «Customer Name»’s Total Retail Load over non-firm secondary network transmission.

4.3.3.2.3 **Actively Obtaining Firm Transmission**

Power Services shall provide TCMS coverage for «Customer Name»’s Dedicated Resource if «Customer Name» has submitted a request for firm network transmission to Transmission Services for such resource and that resource has been granted firm transmission by all other applicable providers, except as described in section 4.3.4.1 of this exhibit.

4.3.3.3 **BPA’s Determination for TCMS Coverage for Resources Serving Transfer Service Load**

If, consistent with section 4.3.3.1.3 above, «Customer Name» notifies Power Services that it is pursuing firm network transmission with all applicable transmission providers, and that resource will serve load for which Power Services provides Transfer Service, then Power Services shall provide «Customer Name» with a determination of whether or not it may purchase such TCMS within 30 days following Power Services’ receipt of «Customer Name»’s notice.

4.3.3.4 **Termination of TCMS Coverage**

If, consistent with section 4.3.3.2.3 above, BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission by Transmission Services and a request for firm network transmission for such Dedicated Resource is withdrawn, or if such request is declined or invalidated without a timely resubmission of a similar request, then «Customer Name» shall notify BPA immediately and BPA shall terminate the provision of TCMS for «Customer Name»’s Dedicated Resource ten Business Days after such notification.

If, consistent with section 4.3.3.1.3 above, BPA is providing TCMS to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission and BPA offers a revision to Exhibit J to add such resource to «Customer Name»’s Network Resource section of Exhibit J, and such revision to Exhibit J is not executed by «Customer Name» within 30 days of the offer, then BPA shall terminate the provision of TCMS for «Customer Name»’s Dedicated Resource ten Business Days following the aforementioned 30 day period.

*End Option 3*

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4.3.4 **Curtailment and Outage Terms and Conditions for Resources with TCMS Coverage**

For Dedicated Resources that BPA is providing TCMS coverage for pursuant to the terms and conditions of section 4.3.3 above, however not including Mid‑C Resources Over Non‑Firm, BPA shall not assess an Unauthorized Increase Charge for failure to deliver a Dedicated Resource associated with a Transmission Event through the duration of the Transmission Event, if any of the following occur:

(1) the Transmission Event affects any firm Point-to-Point Transmission used to deliver the resource to «Customer Name»’s load; or,

(2) the Transmission Event affects the secondary network transmission used to deliver the resource to «Customer Name»’s load; or,

*Option 1: Include the following for customers served exclusively by Transfer Service or for customers that are BOTH directly-connected and served by Transfer Service.*

(3) Transmission Services has curtailed firm network transmission pursuant to section 33.6 or 33.7 of the BPA OATT; or,

(4) the Transmission Event affects the firm network transmission obtained by Power Services from a Third-Party Transmission Provider and used to deliver the resource to «Customer Name»’s load.

*End Option 1*

*Option 2: Include the following for customers that are exclusively directly-connected.*

(3) Transmission Services has curtailed firm network transmission pursuant to section 33.6 or 33.7 of the BPA OATT.

*End Option 2*

*Option 1: Include the following for customers exclusively served by Transfer Service*

For Mid‑C Resources Over Non-Firm, per section 4.3.3.1.2 above, with TCMS coverage, BPA shall not assess an Unauthorized Increase Charge during any Transmission Event consistent with the “Transfer Service Customers’ Non-Federal Market Purchase Exchange” terms and conditions in Exhibit D. Such Exhibit D language may be added to this Agreement consistent with section 4.3.3.1.2 above.

*End Option 1*

*Option 2: Include the following for customers exclusively directly-connected.*

For Mid-C Resources Over Non-Firm, per section 4.3.3.1.2 above, with TCMS coverage, BPA shall not assess an Unauthorized Increase Charge during any Transmission Event that is announced for the hour(s) of delivery that affects «Customer Name»’s Mid-C Resource Over Non-Firm, through the duration of the Transmission Event, if the Transmission Event affects the secondary network transmission used to deliver the resource between Mid-C or BPA Power and «Customer Name»’s load.

*End Option 2*

*Option 3: Include the following for customers that are BOTH directly-connected and served by Transfer Service.*

For Mid-C Resources Over Non-Firm, per section 4.3.3.1.2 above, with TCMS coverage, BPA shall not assess an Unauthorized Increase Charge during any Transmission Event consistent with the Transfer Service Customers’ Non-Federal Market Purchase Exchange terms and conditions in Exhibit D. Such Exhibit D language may be added to this Agreement consistent with section 4.3.3.1.2 above.

For Mid-C Resources Over Non-Firm, per section 4.3.3.2.2 above, with TCMS coverage, BPA shall not assess an Unauthorized Increase Charge during any Transmission Event that is announced for the hour(s) of delivery that affects «Customer Name»’s Mid‑C Resource Over Non‑Firm, through the duration of the Transmission Event, if the Transmission Event affects the secondary network transmission used to deliver the resource between Mid‑C or BPA Power and «Customer Name»’s load.

*End Option 3*

During any Planned Transmission Outage that impacts «Customer Name»’s Dedicated Resource with TCMS coverage, BPA may, at BPA’s sole discretion, obtain alternate transmission from such resource to «Customer Name»’s load. If a Planned Transmission Outage affects a Dedicated Resource with TCMS coverage, then Power Services shall notify «Customer Name» of such Planned Transmission Outage.

If a Planned Transmission Outage is cancelled or adjusted such that «Customer Name» is able to deliver any portion of the resource to load normally during any portion of the previously announced Planned Transmission Outage, then «Customer Name» shall do so.

4.3.5.1 **Limitations on the Frequency of TCMS Coverage**

If «Customer Name» is purchasing TCMS for a Dedicated Resource with firm transmission from all applicable providers, , then BPA shall provide TCMS without the following limits identified in this section 4.3.4.1.

If, pursuant to section 4.3.3 above, BPA has allowed «Customer Name» to purchase TCMS for a resource that has not yet been granted firm network transmission but «Customer Name» is actively engaged in the process of obtaining firm network transmission, then throughout each Fiscal Year for each such resource, BPA shall periodically assess how frequently TCMS has been needed during that Fiscal Year. If BPA determines that in such Fiscal Year TCMS has been used to replace such Dedicated Resource in ten separate occurrences, where each occurrence TCMS was used was due to a separate Transmission Event on a different day, and for a cumulative total of at least 168 hours, BPA may terminate «Customer Name»’s TCMS coverage for such resource 30 days after providing notice to «Customer Name».

4.3.4.2 **TCMS Payment Obligations**

«Customer Name» shall be subject to charges for TSS, including applicable costs for TCMS, consistent with the provisions of this Agreement and BPA’s applicable Wholesale Power Rate Schedules and GRSPs, including any applicable Unauthorized Increase charges. Additionally, during a Transmission Event, BPA shall not assess an Unauthorized Increase charge on a Dedicated Resource with TCMS coverage; provided, however if «Customer Name» applies a Mid‑C Resource Over Non‑Firm with TCMS coverage, then BPA shall not assess an Unauthorized Increase charge if a Transmission Event affects the secondary network transmission used to deliver the power between Mid‑C or BPA Power and «Customer Name»’s load.

4.3.5 **TCMS Coverage after Termination**

If TCMS coverage is terminated, pursuant to section 4.3.3 or 4.3.4.1 of this exhibit, «Customer Name» shall be responsible for obtaining replacement power during any Transmission Event that impacts such Dedicated Resource and for any applicable Unauthorized Increase charges that may apply pursuant to section 4.3.2 above.

In addition, for any resource for which BPA has terminated TCMS coverage due to frequency of use, as described in section 4.3.3 or 4.3.4.1 of this exhibit, BPA shall allow «Customer Name» to resume purchasing TCMS for the resource only after «Customer Name» notifies BPA that such resource has obtained firm network transmission.

*Option 1: Include the following for customers purchasing TSS-Full*

**5. E‑TAGS**

To the extent E‑Tags are required by transmission provider(s), Power Services shall create all E‑Tags necessary for delivery of energy to «Customer Name»’s Total Retail Load.

*End Option 1*

*Option 2: Include the following for customers purchasing TSS-Partial*

**5. E‑TAGS**

To the extent E‑Tags are required by transmission provider(s), Power Services shall create all E‑Tags necessary for delivery of BPA supplied power to «Customer Name»’s Total Retail Load. «Customer Name» shall create all E‑Tags necessary for delivery of its Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load to «Customer Name»’s Total Retail Load and shall include BPA on all such E‑Tags consistent with section 4.1.1 above.

*End Option 2*

**6. GENERATION IMBALANCE**

«Customer Name» shall be responsible for costs associated with deviations between the scheduled Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load for an hour and the actual generation produced across such hour; provided, however, if «Customer Name» submits a delivery schedule consistent with all provisions of this exhibit and BPA receives that delivery schedule, and a generation imbalance results from a BPA scheduling error, then BPA shall accept responsibility for the generation imbalance associated with the BPA scheduling error.

**7. PENALTIES**

If «Customer Name» fails to submit prescheduling or real-time scheduling information to BPA as required and by the deadlines in section 4 of this exhibit, then «Customer Name» may be subject to applicable Unauthorized Increase charges, consistent with BPA’s applicable Wholesale Power Rate Schedules and GRSPs.

**8. AFTER THE FACT**

BPA and «Customer Name» agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and «Customer Name» shall verify all transactions pursuant to this Agreement as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

*Option 1: Include the following for customers exclusively served by Transfer Service or for customers that are BOTH directly-connected and served by Transfer Service.*

**9. REVISIONS**

BPA may unilaterally revise this exhibit:

(1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or

(2) to comply with requirements of WECC, NAESB, or NERC, Western Resource Adequacy Program (WRAP) or their successors or assigns, or

*Option 1b: Include the following for customers with TSS-Partial*

(3) to remove and replace TSS‑Partial with TSS‑Full pursuant to the removal terms and conditions in section 1.2.2 and section 4.2.

*End Option 1b*

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA’s sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, Western Resource Adequacy Program (WRAP) or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

*End Option 1*

*Option 2: Include the following for customers that are directly-connected.*

**9. REVISIONS**

9.1 **BPA’s Right to Revise the Exhibit**

BPA may unilaterally revise this exhibit:

(1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or

(2) to comply with requirements of WECC, NAESB, or NERC, Western Resource Adequacy Program (WRAP) or their successors or assigns, or

*Option 2b: Include the following for customers with TSS-Partial*

(3) to remove and replace TSS‑Partial with TSS‑Full pursuant to the removal terms and conditions in section 1.2.2 and section 4.2.

*End Option 2b*

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA’s sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, Western Resource Adequacy Program (WRAP) or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

9.2 **«Customer Name»’s Right to Cease Purchasing TSS and the Associated Exhibit Revision**

If «Customer Name» is no longer purchasing:

(1) BPA’s Resource Support Services; or

(2) power from BPA at a Tier 2 rate;

then «Customer Name», with six months’ notice to BPA, may elect to cease purchasing TSS from Power Services and the Parties shall modify this exhibit to eliminate the terms and conditions of such service.

*End Option 2*

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*End Option 1*

*Option 2: Include for directly-connected customers with a BPA NT Agreement that have not elected to purchase Resource Support Services, or to purchase power at a Tier 2 rate:*

**Exhibit F**

**SCHEDULING*(XX/XX/XX Version)***

**1.** **TRANSMISSION SCHEDULING SERVICE**

If «Customer Name»:

(1) acquires BPA’s Resource Support Services; and/or

(2) purchases power from BPA at a Tier 2 rate,

then Power Services shall provide and «Customer Name» shall purchase Transmission Scheduling Service. In such case, the Parties shall revise this exhibit to include the terms and conditions of such service.

If «Customer Name» is not required to purchase Transmission Scheduling Service, pursuant to the paragraph above, then «Customer Name», with six months’ notice, may purchase Transmission Scheduling Service from Power Services and the Parties shall modify this exhibit to add the terms and conditions of such service.

**2. AFTER THE FACT**

BPA and «Customer Name» agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and «Customer Name» shall verify all transactions pursuant to this Agreement as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

**3. REVISIONS**

BPA may unilaterally revise this exhibit:

(1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or

(2) to comply with requirements currently set by WECC, NAESB, or NERC, Western Resource Adequacy Program (WRAP) or their successors or assigns.

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA’s sole judgment, less notice is necessary to comply with an emergency change to the requirements of the WECC, NAESB, NERC, Western Resource Adequacy Program (WRAP) or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

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*End Option 2*

*Option 3: Include for customers with a BPA PTP Transmission Agreement:*

**Exhibit F**

**SCHEDULING*(XX/XX/XX Version)***

**1. AFTER THE FACT**

BPA and «Customer Name» agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and «Customer Name» shall verify all transactions pursuant to this Agreement as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

**2. REVISIONS**

BPA may unilaterally revise this exhibit:

(1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or

(2) to comply with requirements of the WECC, NAESB, or NERC, Western Resource Adequacy Program (WRAP) or their successors or assigns.

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA’s sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, Western Resource Adequacy Program (WRAP) or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

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*End Option 3*

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