**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.*

**Seattle City Light’s Reservation of Rights:**

Seattle City Light has not agreed to the following draft language, including without limitation any language provided by Seattle City Light. Seattle City Light has provided suggested language and comments for discussion purposes only and the draft contract redlines, including without limitation this draft exhibit, are subject to ongoing review. Seattle City Light reserves the right to object to and/or reject the language below, in whole or in part, and the right to propose additional or different language, including the right to reject or propose alternatives to the edits proposed in this draft.

**Summary of Changes:**

* Changes Exhibit N to Exhibit M
* Adds definitions for Slice Operating Day and Slice Scheduling Day
* 4.2.1 BOS Deviation Account revised to distribute MWh at a lower threshold of Slice % \* 2400 MWh in POC vs 4800 MWh in RD
* 5.1 Added provision for Hard Operating Constraints and Absolute Operating Constraints that cannot be modelled accurately in POCSA
* 6.3 Deleted Grand Coulee PSB Violations and Customer Actions. GCL PSB hard operating constraints and absolute operating constraints are adequately addressed in section 6-6.2 of this exhibit. The change to day-ahead scheduling eliminates customer ability to make immediate changes.
* 7.1 Customer internal dissemination of information BPA provides under Exhibit L and Exhibit M deleted.
* 7.6 Restatement of SOF from section 5.12 deleted.
* 9.1-9.4-Month Forecast of Slice Output dates changed
* 9.5 Added provision the any updates to Multiyear Hydroregulation Study are done at BPA’s sole discretion
* 11 Confidentiality: Added provision that requires customer to include limitations on use of Tier 1 System operation and resource information in any third-party agreements, ex scheduling agent.
* Removed reference to Exhibit O Interim Slice Implementation Procedures
* Align with 0800 day-ahead Customer Input and BOS Flex submission deadline pursuant to section 4.1 of Exhibit F
* Align with PRDM definitions
* Delete RD section 10 congestion management

**Related** **Definitions:**

2.«#» “Actual BOS Generation” means the actual generation produced by the BOS Complex, as adjusted for actual Designated System Obligations and CHWM Modeled Augmentation.

2.«#» “Balance of System” or “BOS” means the Tier 1 System Resources other than the six Simulator Projects net of Designated System Obligations. Customers receive a share of the BOS complex in three different ways: via BOS Base Energy, BOS Deviation Return and BOS Flexibility.

2.«#» “BOS Base” means the forecast generation amounts available from the BOS Complex, as adjusted by BPA for forecast Designated System Obligations and CHWM Modeled Augmentation.

2.«#» “BOS Complex” or “Balance of System Complex” means the Tier 1 System Resources, except those resources that comprise the Coulee-Chief Complex and Lower Columbia Complex.

2.«#» “BOS Deviation Account” means the account BPA maintains that quantifies the cumulative amount, expressed in MWd, by which «Customer Name»’s hourly BOS Base schedules deviate from the amount determined by multiplying «Customer Name»’s Slice Percentage by the hourly Actual BOS Generation.

2.«#» “BOS Deviation Return” means the energy amounts associated with the reduction of «Customer Name»’s BOS Deviation Account balance.

2.«#» “BOS Flex” means the amount by which the BOS Base can reasonably be reshaped within a given calendar day by utilizing the flexibility available from the Lower Snake Complex.

2.«#» “BOS Module” means the Provider of Choice Slice Application module that is used to determine «Customer Name»’s Slice Output Energy and Delivery Limits available from the BOS Complex.

2.«#» "CHWM Modeled Augmentation" means a PRDM construct of a flat annual block of power used to establish the simulated Slice capability and equitably allocate costs between Slice and Non- Slice Cost Pools.

2.«#» “CHWM System” means the annual Tier 1 Firm System Output reduced for annual Designated System Obligations Plus annual CHWM Modeled Augmentation as determined in each 7(i) process.

2.«#» “Coulee-Chief Complex” means the two hydroelectric projects located in the middle reach of the Columbia River, consisting of Grand Coulee and Chief Joseph.

2.«#» “Customer Inputs” means the discharge, elevation, or generation requests at each of the Simulator Projects that «Customer Name» develops as inputs to the Simulator pursuant to section 3.3 of Exhibit L.

2.«#» “Designated System Obligations” means the set of obligations specified in Table 3-2 of the PRDM, that: (1) are directly assigned to, or from, the generation output or capability of the Tier 1 System Resources, or (2) are incurred because of contracts, operational obligations, memorandums of agreement, treaties, statutes, regulations, court orders, or executive orders, as individual or in combination that create a firm obligation for the Tier 1 System Resources. Designated System Obligations also includes the portion of BPA’s ancillary and control area service obligations that are provided from the Tier 1 System Resources.

2.«#» “Federal Operating Decision” means a decision made by the U.S. Army Corps of Engineers, the Bureau of Reclamation, BPA, or the United States Entity of the Columbia River Treaty, in accordance with the authority of each such entity, and as needed to meet Designated System Obligations not already reflected in the Simulator or BOS Module, that establishes the permissible range of operations for any project or projects that comprise the FCRPS.

2.«#» “Operating Rule Curves” or “ORC” means the forebay operating limits established for a reservoir pursuant to operating agreements in effect, and as modified to reflect Operating Constraints, that are used to determine such reservoir’s upper forebay operating limit (upper ORC) or lower forebay operating limit (lower ORC).

2.«#» “Provider of Choice Slice Application” or “POCSA” means BPA’s proprietary computer hardware, software and related processes, developed, updated, and maintained by BPA and consisting of: (1) the Simulator; (2) the BOS Module; (3) the Default User Interface; and (4) other related processes, including but not limited to communications, scheduling, electronic tagging and accounting for Slice Output Energy, all as described in Exhibit L.

2.«#» “Project Storage Bounds” or “PSB” means the Storage Content amounts associated with the upper ORC and lower ORC in effect at a project.

2.«#» “Prudent Operating Decisions” means a decision made by Power Services operations staff, in their exercise of reasonable judgment, that modifies the operating range applied to any project or projects that comprise the FCRPS for the purpose of meeting any BPA obligation, including but not limited to Federal Operating Decisions, except actions taken by Power Services solely to sell surplus power to loads BPA is not contractually obligated to serve under section 5 of the Northwest Power Act. Prudent Operating Decisions are applied for a finite period of time and in a manner that proportionally affects the amount of power from such project or projects that is available to BPA, to «Customer Name» under this Agreement, and to other Slice Customers under their respective Slice/Block Power Sales Agreements.

2.«#» “Scheduling Hour XX” means the 60‑minute period ending at XX:00. For example, Scheduling Hour 04 means the 60‑minute period ending at 4:00 a.m.

2.«#» “Simulator” or “Slice Water Routing Simulator” means the Provider of Choice Slice Application (POCSA) module used to determine «Customer Name»’s Slice Output and Delivery Limits available from the Simulator Projects.

2.«#» “Simulated Operating Scenario” means the simulated operation of the Simulator Projects, including the discharge amounts, generation amounts, and forebay elevations, as determined by the Simulator.

2.«#» “Simulated Output Energy Schedule(s)” means the amount of energy that is calculated by the Simulator as «Customer Name»’s simulated generation amount associated with each Simulator Project.

2.«#» “Simulator Parameters” means the operating parameters applicable to the Simulator Projects and which BPA develops as inputs to the Simulator to reflect Operating Constraints, pursuant to section 3.2 of Exhibit L.

2.«#» “Simulator Projects” means any of the hydroelectric projects represented in the Simulator, including those projects that comprise the Coulee-Chief Complex and the Lower Columbia Complex.

2.«#» “Slice Operating Day” means the current day that BPA makes Slice Output Energy available.

2.«#» “Slice Output” means the quantities of energy, peaking energy, storage, and ramping capabilities available from the Tier 1 System Resources, as adjusted for Designated System Obligations and established pursuant to the POCSA, that «Customer Name» is entitled to purchase under the Slice Product, as determined by applying «Customer Name»’s Slice Percentage to such quantities.

2.«#» “Slice Output Energy” means the energy made available to «Customer Name» under the Slice Product.

2.## “Slice Output Energy Request” or “SOER” means the amount of Slice Output Energy «Customer Name» requests that BPA makes available for any given hour as established per section 7 of Exhibit L.

2. «#» “Slice Percentage” means the percentage set forth in section 1 of Exhibit K applicable during each Fiscal Year that is used to determine the Slice Output that is made available to «Customer Name».

2.«#» “Slice Product” means BPA’s power product under which Slice Output as defined herein is sold to «Customer Name» pursuant to the terms and conditions set forth in section 5 of this Agreement

2.«#» “Slice Product End Date” means the earlier of (1) 2400 hours Pacific Prevailing Time on September 30, 2044, or (2) the effective date of a conversion to another power product under section 11 of this agreement, or (3) the date of termination of this agreement.

2. «#» “Slice Scheduling Day” means the calendar day before the Slice Operating Day.

2.«#» “Soft Operating Constraint” means an Operating Constraint, other than a Hard or Absolute Operating Constraint, that is to be achieved on a day-ahead planning basis, but may be exceeded after coordinating with project operators, owners, or other federal agencies responsible for establishing such Operating Constraints.

2.«#» “Tier 1 System” means the Tier 1 System Resources and the Designated System Obligations.

**Exhibit M**

**SLICE OPERATING PROCEDURES**

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**9. 12-Month Forecast of Slice Output**

**10. Congestion Management**

**11. Confidentiality**

**12. Revisions**

*Drafter’s Note: When the Signatures clause is included at the end of the revision, list it in the Table of Contents.*

**13. Signatures**

**1. SLICE OPERATING PROCEDURES – GENERAL DESCRIPTION**

The procedures established in this Exhibit M shall be used by BPA and «Customer Name» in conjunction with Exhibit L to implement deliveries of Slice Output Energy sold to «Customer Name» under the Slice Product.

2. DEFINITIONS

The following definitions apply only to this Exhibit M.

2.1 “Multiyear Hydroregulation Study” means a hydroregulation study that simulates the prospective monthly operation of the Tier 1 System, typically for a 12‑month period, given a range of stream flow sequences.

2.2 “Storage Offset Adjustment” or “SOA” means the hourly difference between forecasted and observed inflows for each Simulator Project that are to be applied 48 hours after its calculation, pursuant to section 4 of this exhibit.

3. DATA PROVIDED BY POWER SERVICES

In addition to information exchanged and provided through provisions of Exhibit L, and to assist «Customer Name» in managing and planning the use of its Slice Output, BPA shall provide «Customer Name» the following information.

3.1 Tier 1 System operational information pursuant to sections 7, 8 and 9 of this exhibit.

3.2 «Customer Name»’s SOA amounts and BOS Deviation Account balance pursuant to section 4 of this exhibit.

4. STORAGE OFFSET ADJUSTMENT AND DEVIATION ACCOUNTING

As described below, , BPA shall calculate and apply to «Customer Name»’s Provider of Choice Slice Application (POCSA) a separate Storage Offset Adjustment (SOA) for each Simulator Project that represents simulated water deviation accounting 48 hours after the difference in inflow occurred. BPA shall also calculate and apply to «Customer Name» a BOS Deviation Account balance that represents energy deviation accounting.

4.1 «Customer Name»’s SOAs shall be established for each Simulator Project each Scheduling Hour and shall account for the differences between forecasted and observed stream flow values. SOAs shall be applied as adjustments to «Customer Name»’s associated Simulator Project inflows 48 hours after the hour for which the SOA is calculated. For example, an SOA that is calculated for Grand Coulee for hour 14 shall be applied to Grand Coulee’s simulated inflow for Scheduling Hour 14 two calendar days later.

4.2 Beginning on October 1, 2028 and ending on «Customer Name»’s Slice Product End Date, «Customer Name»’s BOS Deviation Account, expressed in MWh, shall be equal to the sum of (1) the cumulative difference between (A) «Customer Name»’s BOS Base amount for each Scheduling Hour and (B) Actual BOS Generation multiplied by «Customer Name»’s Slice Percentage for each such hour, (2) the mathematical remainder resulting from rounding «Customer Name»’s hourly Slice Output Energy Request(SOER) to whole numbers, and (3) miscellaneous deviation adjustments, such as those related to fish spill discrepancies. «Customer Name»’s BOS Deviation Account balance shall be adjusted based on the following procedures:

4.2.1 Beginning on October 1, 2028 and ending on «Customer Name»’s Slice Product End Date, when the absolute value of «Customer Name»’s BOS Deviation Account balance, as of 2400 hours Pacific Prevailing Time on any calendar day, is greater than «Customer Name»’s Slice Percentage multiplied by 2400 MWh (Slice Percentage \*  2400 MWh), a BOS Deviation Return will be triggered 24 hours later for the next available scheduling day starting at HE 01 Pacific Prevailing Time. When a BOS Deviation Return is triggered, the following shall occur:

(1) «Customer Name»’s BOS Deviation Account balance shall be adjusted toward zero by an amount equal to «Customer Name»’s Slice Percentage multiplied by 2400 MWh (Slice Percentage \* 2400 MWh); and

(2) BOS Deviation Return amounts shall be applied to «Customer Name»’s total BOS amount, as described in section 4.5 of Exhibit L, for each hour of the next Slice Operating Day that «Customer Name» is preparing Customer Inputs for submission. For example, if «Customer Name»’s BOS Deviation Account balance associated with 2400 hours on a Monday, as determined the following Tuesday, triggers a BOS Deviation Return, then «Customer Name»’s total BOS amounts for the following Wednesday shall include BOS Deviation Return amounts. BOS Deviation Return amounts shall be rounded to the nearest tenth of a megawatt. BOS Deviation Return amounts shall be applied in equal amounts for each hour of the associated calendar day. Such BOS Deviation Return amounts shall be applied as positive or negative values in accordance with the sign of «Customer Name»’s BOS Deviation Balance that triggers the associated BOS Deviation Return.

4.2.2 Each calendar day the POCSA shall calculate the hourly deviation of observed and forecast BOS between hour ending 2300 of the previous day and hour ending 2200 Pacific Prevailing Time of the current day as well as any observed value that has changed in the previous 45 calendar days. The POCSA will apply this BOS deviation, expressed in MWh, to «Customer Name»’s BOS Deviation Account balance by an amount equal to «Customer Name»’s Slice Percentage multiplied by the BOS deviation calculated for each 45-day period.

4.3 «Customer Name» shall make all reasonable efforts to adjust its Simulated Operating Scenario to make its simulated forebay elevations equal to Power Services forecasted forebay elevations on «Customer Name»’s Slice Product End Date. Any differences between «Customer Name»’s simulated project forebays and the measured project forebays as of the Slice Product End Date shall be converted to energy amounts by multiplying such differences (simulated minus actual) by the associated federal downstream H/ks. The resulting energy amounts shall be summed with «Customer Name»’s BOS Deviation Account balance as of one month after the Slice Product End Date. The resulting amount of energy, expressed in MWh, if positive, shall be delivered by Power Services to «Customer Name», or if negative, delivered by «Customer Name» to Power Services, within the next 60 days after «Customer Name Slice Product End Date.

5. OPERATING CONSTRAINT VIOLATIONS AND BOS FLEX VALIDATIONS

5.1 Operating Constraint Violations

The Simulator is designed such that «Customer Name»’s Simulated Operating Scenario maintains compliance with all Hard and Absolute Operating Constraints that BPA can accurately model in the POCSA. BPA shall notify Slice Customers of any Hard or Absolute Operating Constraints that cannot be accurately modeled in the POCSA. «Customer Name» shall comply with such constraints in its Simulated Operating Scenario. However, BPA and «Customer Name» recognize there may be occasions where one or more Hard or Absolute Operating Constraints are violated within a Simulated Operating Scenario. In the event the Customer Inputs submitted by «Customer Name» result in the violation of one or more Hard or Absolute Operating Constraints in a final Simulated Operating Scenario, as established per section 3.3.7 of Exhibit L, BPA shall establish operating guidelines based upon its determination of how BPA would operate the system under similar conditions, such as operating to a minimum flow constraint, that «Customer Name» shall follow until such time as «Customer Name»’s final Simulated Operating Scenario is in compliance with all Operating Constraints. BPA may also, upon its determination that «Customer Name» could have reasonably avoided such Operating Constraint violation, apply a penalty pursuant to section 5.1.4 of this exhibit for as long as such Hard or Absolute Operating Constraint is violated based upon «Customer Name»’s final Simulated Operating Scenarios.

5.1.1 «Customer Name» shall be responsible for monitoring and anticipating potential Operating Constraint violations on a prospective basis and adjusting Customer Inputs as needed to maintain compliance.

5.1.2 Hourly Operating Constraint validations and violations associated with the Simulator Projects shall be based on Customer Inputs established by «Customer Name» in the SCA and submitted to BPA no later than the Customer Inputs submission deadline pursuant to section 4.1 of Exhibit F.

5.1.3 Grand Coulee’s Project Storage Bound (PSB) validations and «Customer Name»’s actions for associated violations shall be determined pursuant to section 6 of this exhibit.

5.1.4 BPA shall have the right to reduce «Customer Name»’s SOER by up to 100% of «Customer Name»’s total Simulated Output Energy Schedule for the Lower Columbia (LCOL) Complex for lower Columbia Simulator Project violations, or the Coulee-Chief Complex for Grand Coulee or Chief Joseph Simulator Project violations, on any Scheduling Hour, taking into account the extent to which BPA determines it would face consequences under similar conditions, subject to the following provisions:

5.1.4.1 Only for each Scheduling Hour in which «Customer Name»’s final Simulated Operating Scenarios are in violation of a Hard or Absolute Operating Constraint at one or more Simulator Projects, which includes instances where there is a Soft Constraint of the same value applicable to the same Simulator Project as the Hard or Absolute Operating Constraint that is violated;

5.1.4.2 Only to the extent BPA notifies «Customer Name» , pursuant to section 3.2.1 of Exhibit M, of the reduction at least 75 minutes prior to the Customer Input submission deadline pursuant to section 4.1. of Exhibit F for the applicable Slice Scheduling Day. , and;

5.1.4.3 Only to the extent «Customer Name» fails to remedy the Operating Constraint violation prior to the Customer Input submission deadline pursuant to section 4.1 of Exhibit F.

5.2 **BOS Flex Validations**

Delivery Limit validations associated with BOS Flex amounts shall be based on «Customer Name»’s BOS Flex requests submitted to BPA as of the BOX Flex submission deadline pursuant to section 4.1 of Exhibit F. «Customer Name»’s BOS Flex schedules shall be limited to «Customer Name»’s Slice Percentage multiplied by such BOS Flex amounts.

6. GRAND COULEE PROJECT STORAGE BOUNDS

When Grand Coulee’s upper or lower PSB is established as either a Soft or Hard Operating Constraint, «Customer Name»’s simulated Grand Coulee forebay elevation shall be validated against such Grand Coulee’s PSB at least once each day pursuant to section 3.3.8 of Exhibit M. When Grand Coulee’s upper or lower PSB is established as an Absolute Operating Constraint, «Customer Name»’s simulated Grand Coulee forebay elevation shall be validated against such Grand Coulee’s PSB in each Shour in each day.

6.1 **Determination of Grand Coulee PSB**

Power Services shall estimate the upper and lower Grand Coulee PSB associated with the end of month requirement, and/or within month requirement, of the following three months as part of each 3‑month forecast submitted pursuant to section 8 of this exhibit and shall update such Grand Coulee PSB as conditions change and as needed to reflect updated Operating Constraints. To determine Grand Coulee’s PSBs, Power Services shall calculate the Storage Content associated with the Grand Coulee upper and lower ORCs as established by Operating Constraints in effect. Power Services shall apply a Storage Content difference between the upper and lower Grand Coulee PSB equivalent to at least ½‑foot at all times except when Grand Coulee is required to fill to 1290.0 feet for verification of refill or another specific elevation . Power Services may specify other conditions under which this ½‑foot difference does not apply.

6.2 **Application of the Grand Coulee PSB**

Power Services shall designate each Grand Coulee PSB that does not represent an Absolute Operating Constraint as either a Hard Operating Constraint or a Soft Operating Constraint. Unless designated otherwise by Power Services, Grand Coulee PSB associated with date-specific required forebay elevations shall be designated as Hard Operating Constraints and Grand Coulee PSB associated with interpolated points in effect on days between such date-specific required forebay elevations shall be designated as Soft Operating Constraints. «Customer Name» shall maintain its simulated Grand Coulee forebay elevation within the upper and lower Grand Coulee PSB that are designated as Hard Operating Constraints, or be subject to penalties as pursuant to section 5.1.4 of this exhibit. «Customer Name»’s simulated Grand Coulee forebay may exceed the upper or lower Grand Coulee PSB designated as Soft Operating Constraints without penalties. However, «Customer Name» recognizes that simulating Grand Coulee’s forebay outside of the upper or lower Grand Coulee PSB designated as Soft Operating Constraints increases «Customer Name»’s risk of violating the Grand Coulee PSB designated as Hard Operating Constraints and incurring the associated penalties.

**7. COMMUNICATIONS**

7.1 «Customer Name» shall be able to utilize the DUI, pursuant to section 5 of Exhibit L, to review the Simulator Parameters established by BPA.

7.2 BPA shall make reasonable efforts to promptly notify «Customer Name» of potential and significant system conditions or operational changes via e‑mail, XML messaging, and/or the daily conference call pursuant to section 7.4 of this exhibit.

7.3 BPA shall communicate Federal Operating Decisions and Prudent Operating Decisions to «Customer Name» in the following manner:

7.3.1 An initial listing and description of Federal Operating Decisions and Prudent Operating Decisions that affect the Simulator Projects and are in effect as of September 30, 2028;

7.3.2 A publication via the POCSA as soon as practicable after BPA is informed of Federal Operating Decisions, or BPA makes either Federal Operating Decisions or Prudent Operating Decisions affecting the Simulator Projects; and

7.3.3 A verbal report to the attendees during the next scheduled daily conference call pursuant to section 7.4 of this exhibit regarding Federal Operating Decisions or Prudent Operating Decisions that have a material impact on the operation of the Simulator Projects, BOS Complex, or Designated System Obligations.

7.4 Beginning September 28, 2028, and on each Business Day thereafter, BPA shall initiate an informational conference call with «Customer Name» and the other Slice Customers promptly at 1240 PM Pacific Prevailing Time to discuss current and upcoming operating parameters and other related matters. The time and frequency of the call may be changed upon the mutual agreement of BPA, «Customer Name», and the other Slice Operations Forum (SOF) members. «Customer Name» shall receive notice from BPA via e‑mail at least three Business Days prior to any such change.

8. 3-MONTH FORECAST OF SLICE OUTPUT

8.1 Prior to September 24, 2028 and prior to the 24th day of each month thereafter, BPA shall provide «Customer Name» with the results of a 3‑month forecast, pursuant to section 8.2 of this exhibit. BPA shall revise such forecast during the month in the event conditions change significantly and shall make such revised forecast available to «Customer Name» in a timely manner.

8.2 BPA, consistent with its internal study processes, shall perform two single-trace hydroregulation studies that incorporate the expected stream flow condition for the upcoming 3‑month period in weekly time periods. One study shall operate Grand Coulee as needed to satisfy the minimum Simulator Project flow constraint to attain the highest reservoir elevations possible at Grand Coulee, limited by its upper Operating Rule Curves, and one study shall operate Grand Coulee as needed to satisfy the Simulator Project maximum flow constraint in order to attain the lowest reservoir elevations possible at Grand Coulee, limited to its lower ORC. Both studies shall reflect a pass-inflow operation at all other Simulator Projects and the expected operation at all other Tier 1 System Resources and non-federal projects that are represented in the study, such as Brownlee,Seli’š Ksanka Qlispe’ Dam (SKQ), and the mid-Columbia projects. BPA shall initialize the starting reservoir Storage Content for each study equal to the Storage Contents projected to occur at midnight on the study initialization date. Based on the results of these studies, Power Services shall provide to «Customer Name» the weekly natural inflow, turbine discharge, generation, spill discharge, and ending elevation for each of the Simulator Projects, the Snake Complex projects, Libby, Hungry Horse, Dworshak, and Keenleyside (Arrow); the weekly generation forecasts for the sum of the remaining BOS projects, excluding CGS; the weekly CGS generation forecast; and the weekly forecast of the individual Designated System Obligations. BPA shall also provide a summary of weekly aggregated planned generator maintenance outages for all Tier 1 System Resources, expressed in total MW, as well as the estimated Grand Coulee upper and lower PSB associated with the end of month requirement and/or within month requirement for the study period.

**9. 12-MONTH FORECAST OF SLICE OUTPUT**

9.1 Prior to June 30, 2027, and prior to each June 30 thereafter during the term of this Agreement, BPA shall initiate a conference call with Slice Customers to discuss and review inputs, assumptions, and content of the Multiyear Hydroregulation Study used to develop the 12‑month forecast pursuant to section 9.4 of this exhibit.

9.2 Prior to July 31, 2027, and prior to each July 31 thereafter during the term of this Agreement, BPA shall provide «Customer Name» with results from the 12‑month forecast, pursuant to section 9.4 of this exhibit.

9.3 Prior to August 31, 2027, and prior to each August 31 thereafter during the term of this Agreement, BPA, «Customer Name», and other Slice Customers shall meet to discuss the results of the 12‑month forecast pursuant to section 9.4 of this exhibit.

9.4 BPA, consistent with its internal study processes, shall perform a single Multiyear Hydroregulation Study for the upcoming October through September period during the term of this Agreement that represents a range of potential stream flow traces, using the number of traces used by BPA for its internal study purposes. The study shall reflect Grand Coulee operating to its ORC at times when its upper and lower ORC are equal. At times when Grand Coulee’s upper and lower ORC are not equal, the study shall reflect Coulee operating in a manner that achieves all Simulator Project flow constraints when possible. The study shall represent a pass-inflow operation at all other Simulator Projects and the expected operation at all other Tier 1 System Resources and non-federal projects that are represented in the study, such as Brownlee, SKQ, and the mid-Columbia projects. BPA shall initialize the starting reservoir Storage Contents for this study at the Storage Contents projected to occur at midnight on the study initialization date. Based on the results of this study, BPA shall provide to «Customer Name» the monthly natural inflow, turbine discharge, generation, spill discharge, and ending elevation for each of the Simulator Projects, the Snake Complex projects, Libby, Hungry Horse, Dworshak, and Keenleyside (Arrow); the monthly generation forecasts for the sum of the remaining BOS projects, excluding CGS; the monthly CGS generation forecast; and the monthly forecast of the individual Designated System Obligations. Power Services shall also provide a summary of monthly aggregated planned generator maintenance outages, expressed in total MW, for all Tier 1 System Resources.

9.5 Any updates or revisions to the Multiyear Hydroregulation Study shall be completed at BPA’s sole discretion, including the decision to perform a subsequent Multiyear Hydroregulation Study to incorporate changes in operations.

**10. CONFIDENTIALITY**

BPA considers all prospective operational information associated with the Tier 1 System or any Tier 1 System Resource to be proprietary and business sensitive. Such information that is provided by BPA to «Customer Name» or its scheduling agent pursuant to Exhibit L or this Exhibit M shall be treated as confidential by «Customer Name». «Customer Name» and any third parties it has designated to use the POCSA shall execute a POCSA Access and Use Agreement with BPA pursuant to section 5.10 in the body of this Agreement. «Customer Name» shall limit its use of such information to its employees solely for the implementation of the terms of this Agreement. BPA reserves the right to withhold such operational information from scheduling agents that BPA determines are significant, active participants in WECC footprint wholesale power or transmission markets and that are not Slice Customers. If «Customer Name» enlists the services of a scheduling agent that is not a Slice Customer, then «Customer Name» shall require its scheduling agent to develop systems or procedures that create functional separation between Slice related operational information and the scheduling agent’s marketing functions.

Notwithstanding the foregoing, if <<Customer Name>> is required by applicable law, rule or regulation, including without limitation state public records laws such as the Washington Public Records Act, or by legal or administrative process to disclose any records described in this Section 10 of Exhibit M, <<Customer Name>> may disclose such records in accordance with applicable law; *provided, however,* that <<Customer Name>> will notify BPA as soon as practicable of a request or requirement received under applicable law. <<Customer Name>> shall only release such information to comply with applicable law, rule, or regulation.

**11. REVISIONS**

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