**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.*

Exhibit J

**SUPPORT SERVICES; ADDITIONAL RESOURCE AND ENERGY STORAGE DEVICE REQUIREMENTS*(02/07/25 Version)***

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

**4. EXISTING DISPATCHABLE RESOURCE CAPACITY SHAPING REQUIREMENTS *(02/06/25 Version)***

*Option 1: Include the following if «Customer Name» does NOT have an Existing Resource that is a Dispatchable Resource:*

«Customer Name» does not have any Existing Resources that are Dispatchable Resources.

*End Option 1*

*Option 2: Include the following if «Customer Name» has one or more Existing Resources that are Dispatchable Resources:*

This section 4 shall apply to «Customer Name»’s following Existing Resources that are Dispatchable Resources: «Insert name(s) of applicable resource(s)». Under this section 4 «Customer Name» shall apply such resource(s) to its Total Retail Load, provided that BPA may utilize the Flexible Resource Capacity of each such resource. Flexible Resource Capacity means the megawatt amount that is available for BPA to call on from «Customer Name»’s Existing Resources that are Dispatchable Resources subject to the requirements in this section 4.

*Drafter’s Note: Populate the entire section 4.1 with terms customized for the specific resource noted above. If customer has multiple Existing Resources that are Dispatchable Resources listed above, populate a new subsection (e.g. 4.2) with all the section 4.1 provisions included, customized for the additional resources noted above. When including multiple resources, ensure all subsection numbering is updated accordingly (e.g. references to subsection 4.1.1 becomes 4.2.1, etc.) and that section 4.2 becomes 4.3, etc.*

4.1 **Application of «Resource Name»**

«Customer Name» shall apply the output of «Resource Name» to «Customer Name»’s Total Retail Load in predefined hourly amounts as stated in section 4.1.2.1 below except that BPA may require adjustments to such hourly amounts by the amount of the resource’s Flexible Resource Capacity, stated in section 4.1.2.3 below, subject to the notice requirements in section 4.1.1 below and the limitations in sections 4.1.3 through 4.1.8 below.

4.1.1 **Notice**

If BPA adjusts the megawatt-per-hour obligation amounts stated in section 4.1.2.1 below consistent with this section 4.1, then BPA shall communicate such adjustments to «Customer Name» by *[Drafter’s Note: Use 1500 unless BPA and customer agree to a different time]*1500 Pacific Prevailing Time the day(s) on which prescheduling occurs, as specified by WECC, for the following day. Such communication shall include adjusted megawatt-per-hour amounts for «Resource Name» for each hour of the following day.

4.1.2 **Amounts of Flexible Resource Capacity**

The monthly Flexible Resource Capacity amounts for «Resource Name» are established as follows: the monthly resource capacity obligation amounts for «Resource Name» stated in section 4.1.2.2 below minus the monthly megawatt-per-hour obligation amounts for «Resource Name» stated in section 4.1.2.1 below.

4.1.2.1 **Monthly Megawatt Per Hour Obligation**

The monthly megawatt-per-hour obligation amounts for «Resource Name» shall be the total megawatt-hours in the month for the resource, as stated in section 2 of Exhibit A, divided by the number of hours in the month, rounded to a whole number. Due to rounding, the total megawatt-hours calculated from the established megawatt-per-hour amounts in the table below for any Fiscal Year may be slightly different than the megawatt-hours stated in section 2 of Exhibit A. The monthly megawatt-per-hour obligation amounts for «Resource Name» are as follows:

*Drafter’s Note: Populate this table at contract offer. Unless BPA and customer agree to revise Exhibit A amounts, amounts in this table are fixed for the term of the Agreement.*

| **Monthly Megawatt-per-hour Obligation Amounts (MW/hr)** |
| --- |
| **FY** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: Round the megawatt-per-hour amounts in the table above to whole megawatts-per-hour. |

4.1.2.2 **Resource Capacity Obligation**

The monthly resource capacity obligation amounts for «Resource Name» are as follows:

*Drafter’s Note: Populate this table at contract offer with monthly capacity amounts for the resource, as agreed to by BPA and customer, for all years of the Agreement. Unless otherwise agreed to by BPA and customer, such amounts are fixed for the term of the Agreement.*

| **Resource Capacity Obligation (MW)** |
| --- |
| **FY** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: All amounts will be shown as whole megawatts  |

4.1.2.3 **Monthly Flexible Resource Capacity Amounts**

The monthly Flexible Resource Capacity amounts for «Resource Name» are as follows:

*Drafter’s Note: Populate this table at contract offer. Unless amounts in sections 4.1.2.1 or 4.1.2.2 change, amounts in this table are fixed for the term of the Agreement.*

| **Flexible Resource Capacity Amounts (MW)** |
| --- |
| **FY** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: All amounts will be shown as whole megawatts  |

4.1.3 **Maximum Hourly Energy**

The maximum amounts of energy that BPA may require from «Resource Name» on any hour of any month shall not exceed the monthly resource capacity obligation amounts stated in section 4.1.2.2 above.

4.1.4 **Minimum Hourly Energy**

The amounts of energy that BPA may require from «Resource Name» on any hour of any month shall not be less than the resource’s minimum hourly energy amount in a given month. Such minimum hourly energy amount is *[Drafter’s Note: Use the following language unless BPA and customer agree to a different approach:*established as follows: the greater of (1) 60 percent of the resource’s megawatt-per-hour amounts for the month, as listed in section 4.1.2.1 of this exhibit, or (2) the resource’s megawatt-per-hour amounts for the month, as listed in section 4.1.2.1 of this exhibit, minus the Flexible Resource Capacity for the given month, as listed in section 4.1.2.3 of this exhibit*]*. The minimum hourly energy amounts for «Resource Name» are as follows:

*Drafter’s Note: Populate this table at contract offer. Unless amounts in sections 4.1.2.1 or 4.1.2.3 change, amounts in this table are fixed for the term of the Agreement.*

| **Minimum Hourly Energy (MW/hr)** |
| --- |
| **FY** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: All amounts will be shown as whole megawatts-per-hour  |

4.1.5 **Failure to take the Maximum and Minimum Energy Amounts and Associated Charges**

BPA shall compensate «Customer Name» if BPA requires more than the maximum hourly energy in accordance with section 4.1.3 above or requires less than the minimum hourly energy in accordance with section 4.1.4 above. BPA shall calculate credits pursuant to the applicable Power Rate Schedules and GRSPs and reflect such credits on «Customer Name»’s monthly bill.

4.1.6 **Monthly Ramp Rates**

The amounts of energy that BPA may require from «Resource Name» on any hour of a month shall not deviate from the previous hour’s required energy amount by more than the monthly ramp rate limitation amounts stated in the table below. However, no ramp rate limitation will apply for the required amounts occurring between the last hour of a month and the first hour of the following month.

BPA’s monthly ramp rate limitation amounts are established as follows: (1) the resource’s Flexible Resource Capacity amounts for the given month, as listed in section 4.1.2.3 of this exhibit, multiplied by (2) *[Drafter’s Note: Use 20 percent unless BPA and customer agree to a different value*20 percent*]*. Such monthly ramp rate limitation amounts for «Resource Name» are as follows:

*Drafter’s Note: Populate this table at contract offer. Unless amounts in section 4.1.2.3 change, amounts in this table are fixed for the term of the Agreement.*

| **Monthly Ramp Rates (MW)** |
| --- |
| **FY** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** |
| 2029 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2030 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2031 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2032 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2033 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2034 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2035 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2036 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2037 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2038 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2039 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2040 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2041 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2042 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2043 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2044 |  |  |  |  |  |  |  |  |  |  |  |  |
| Note: All amounts will be shown as whole megawatts  |

4.1.6.1 **Failure to meet Ramp Rate Provisions and Associated Charges**

BPA shall compensate «Customer Name» if BPA fails to satisfy the ramp rates provisions in section 4.1.6 above. BPA shall calculate credits pursuant to the applicable Power Rate Schedules and GRSPs and reflect such credits on «Customer Name»’s monthly bill.

4.1.7 **Mid-Month Energy Requirement**

BPA shall take between *[Drafter’s Note: Use 45 and 55 percent unless BPA and customer agree to different values*45 and 55 percent*]* of the total megawatt-hours in the month for «Resource Name», as stated in section 2 of Exhibit A, within the first half of the month.

4.1.7.1 **Failure to Meet Mid-Month Energy Requirement and Associated Charges**

BPA shall compensate «Customer Name» if BPA takes less than *[Drafter’s Note: Use 45 and 55 percent unless BPA and customer agree to different values*45 percent or more than 55 percent*]* of the monthly energy amount in accordance with section 4.1.7 above. BPA shall calculate credits pursuant to the applicable Power Rate Schedules and GRSPs and reflect such credits on «Customer Name»’s monthly bill.

4.1.8 **Energy Neutrality**

BPA’s total required energy amount for a month must equal the total megawatt-hours in the month for «Resource Name», as stated in section 2 of Exhibit A.

4.1.8.1 **Failure to Meet Energy Neutrality Check and Associated Charges**

BPA shall compensate «Customer Name» if BPA fails to satisfy the energy neutrality provisions in section 4.1.8 above. BPA shall calculate credits pursuant to the applicable Power Rate Schedules and GRSPs and reflect such credits on «Customer Name»’s monthly bill.

*Drafter’s Note: If customer has multiple Existing Resources that are Dispatchable Resources, renumber section 4.2 and 4.3 as necessary.*

4.2 **Existing Resource Capacity Credit**

BPA shall provide a credit on «Customer Name»’s monthly bill for Existing Resources that are Dispatchable Resources as provided in the PRDM and the applicable Power Rate Schedules and GRSPs.

4.3 **Scheduling**

«Customer Name» shall schedule all hourly resource obligation amounts under this section 4 in accordance with section 13 of the body of this Agreement.

*End Option 2*

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

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

**4. THIS SECTION INTENTIONALLY LEFT BLANK**

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

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

*Reviewer’s Note: The following language covers current requirements for Dedicated Resources and Consumer-Owned Resources Serving On-Site Consumer Load submittals for WRAP. In accordance with section 22.1.1 and section 22.3 of the contract, the Parties will review and make any necessary revisions to this section to adjust the terms and conditions of this section 5 by October 1, 2027.*

**5. RESOURCE ADEQUACY REQUIREMENTS AND SUBMITTALS *(02/06/25 Version)***

In accordance with sections 17 and 22 of the body of the Agreement, the following shall apply.

5.1 **Resource Adequacy Submittals for Dedicated Resources and Consumer-Owned Resources Serving On-Site Consumer Load**

5.1.1For all «Customer Name»’s Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load, «Customer Name» shall submit to BPA the QCC values and JCAF(s) for the Generating Resource(s) «Customer Name» will provide to meet its Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load amounts for any Fiscal Year as follows.

For the winter WRAP season shown in the table below, such submittal shall be by November 1 prior to the Fiscal Year in which «Customer Name» has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount.

For the summer WRAP season shown in the table below, such submittal shall be by June 1 prior to the Fiscal Year in which «Customer Name» has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount.

|  |
| --- |
| **WRAP Seasons** |
| Summer | June - September |
| Winter | November – March |

5.1.2 Beginning October 1immediately preceding the start of the winter season in which «Customer Name» has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount, and beginning May 1 immediately preceding the start of the summer season in which «Customer Name» has a Dedicated Resources or Consumer-Owned Resource serving On-Site Consumer Load amount, «Customer Name» shall submit a generation schedule for such Generating Resource(s), in hourly amounts, no later than one month in advance of each operating day. Such generation schedule can be for each hour of the entire WRAP summer or winter season or for each hour of each individual future day of the season.

5.1.3 On each preschedule day of the applicable WRAP season, «Customer Name» shall submit a generation schedule for the Generating Resource(s) «Customer Name» will provide to meet its Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load amounts, as applicable, in hourly amounts for the day of delivery.

5.1.4 If BPA determines that «Customer Name» does not need to provide certain information required in sections 5.1.1, 5.1.2, and 5.1.3 above, then BPA shall revise the table below to list any resources and information that «Customer Name» does not need to provide.

|  |  |
| --- | --- |
| **Resource Name** | **Resource and Information Exemptions** |
|  |  |
|  |  |

5.2 **Resource Adequacy Planning Reserve Margin**

«Customer Name» shall be responsible for planning reserve margin associated with its Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load in accordance with the applicable Power Rate Schedules and GRSPs. If an election is required related to planning reserve margin, BPA shall amend this exhibit to memorialize such election.

5.3 **WRAP Load Exclusions**

5.3.1 By July 31, 2027, and by July 31 of each Forecast Year thereafter, «Customer Name» may request that BPA allow a load exclusion. Upon receipt of such request, BPA will analyze «Customer Name»’s request, including impacts to BPA’s ability to maintain resource adequacy and reliability, and any potential cost shifts to BPA and other BPA customers. In its sole discretion, BPA may: (1) allow a requested load exclusion, (2) allow a requested load exclusion subject to conditions designed to offset any negative impacts the requested load exclusion may have on the reliability of the power system or to share costs; or (3) decline a requested load exclusion.

By October 15 of the Rate Case Year following the request, BPA shall provide «Customer Name» notice of its decision regarding the requested load exclusion, including a summary of its analysis and any conditions. By January 31 of that Rate Case Year, the Parties shall revise section 5.3.2 of this exhibit to state the terms and conditions of any allowed load exclusion. Such load exclusions will be effective on October 1 following the Exhibit J revision and shall remain in effect for the duration of that Rate Period. If the Parties do not revise Exhibit J pursuant to this section by January 31 of the applicable Rate Case Year, then BPA shall not allow the requested load exclusion for the upcoming Rate Period.

*Option 1: Include the following if customer does NOT have a WRAP load exclusion:*

5.3.2 «Customer Name» does not have a WRAP load exclusion at this time.

*End Option 1*

*Option 2: Include the following if customer has a WRAP load exclusion:*

5.3.2 Consistent with section 22.4 of the body of the Agreement and section 5.3.1 above, «Customer Name»’s WRAP load exclusions are listed in the table below.

*Drafter’s Note: List each WRAP load exclusion in one row of the table below. Add additional lines as needed for additional load exclusions.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Facility Name** | **Meter Points Excluded from WRAP Load** | **Effective Rate Period** | **Conditions for Exclusion,** **if applicable** |
|  |  |  |  |

*End Option 2*

5.4 **Submittal Method**

No later than October 1, 2027, and in accordance with section22.1.1 of the body of this Agreement, BPA shall update this section 5.4, and section 2 of Exhibit I as applicable, with BPA’s preferred mode of communication for WRAP-related information.

5.5 **Pass-through Charges**

Pursuant to section 22.2 of the body of this Agreement, BPA shall pass through WRAP charges to «Customer Name» in instances where the charge is related to one or more of the following: (1)  non-performance of «Customer Name»’s resource as planned; (2) failure to meet the requirements of sections 5.1.1, 5.1.2, 5.1.3 and 5.2 above.

If BPA finds that only a portion of such WRAP charge is related to one of the conditions above, then BPA shall pass through only the portion related to such conditions. BPA shall not pass through charges that are related to the failure of BPA-provided Support Services.

For any single instance of a pass-through charge for WRAP, BPA may waive a related charge that it finds duplicative to other charges assessed.

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

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

**5. THIS SECTION INTENTIONALLY LEFT BLANK**

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

***«#*».** **REVISIONS *(02/07/25 Version)***

BPA shall unilaterally revise this exhibit to reflect: (1) «Customer Name»’s resource elections and requirements in section 1 of this exhibit; (2) «Customer Name»’s Tier 1 Allowance Amount in section 2 of this exhibit; (3) resource adequacy requirements in section 5 of this exhibit; and (4) updates or additions to Energy Storage Devices in section 6 of this exhibit. Additionally, BPA shall unilaterally revise section 3, Resource Support Services, of this exhibit to implement an established BPA rate for such products or services.

All other changes to this Exhibit J will be made by mutual agreement of the Parties.