**Reservation of Rights:** *All draft Provider of Choice (POC) contract language presented by BPA for discussion is subject to ongoing review and revision. Prior to finalizing the POC contract templates, BPA will publish complete contract templates for public review and comment. BPA acknowledges that failure to offer edits or comments on this document does not preclude a stakeholder from offering edits or comments during the formal public review.*

**Summary of Changes**

BPA is proposing this newly drafted language on “Participation in WRAP” as a new section in the body of the Agreement. For purposes of the December 5 PCAT, staff is asking for feedback on general direction, tone, substance, red flags. There are still some outstanding questions the team will need to work through prior to workshop. With feedback from the 12/5 PCAT and after another team meeting to fine tune the language, the team plans to reshare this final draft language one more time with PCAT prior to workshop.

**Draft WRAP Language for POC Contracts**

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

**«#». PARTICIPATION IN WRAP**

BPA is participating in the Western Resource Adequacy Program (WRAP) with its first binding season occurring prior to October 1, 2028. If BPA ceases to participate in WRAP, then BPA shall provide advance notice to «Customer Name» of the date that BPA’s participation will end.

The remainder of this section «#» will not apply if BPA is not participating in WRAP.

«#».1 **Responsibilities and** **Provision of Information Necessary for WRAP Participation**

BPA shall be solely responsible for fulfilling its contractual obligations to WRAP and shall provide WRAP with any necessary data regarding «Customer Name»’s load and resources in compliance with WRAP requirements. Consistent with this section «#», section 17, and section «#» of Exhibit J, «Customer Name» shall provide BPA with any necessary and requested information, forecasts, and attestations associated with «Customer Name»’s Dedicated Resources and Consumer Owned Resources serving On-Site Consumer Load.

«#».1.1 By October 1, 2027, BPA shall notify «Customer Name» of its preferred mode of communication for WRAP-related information.

«#».1.2 BPA may request a signed Joint Contract Accreditation Form (JCAF) from «Customer Name» for any Dedicated Resources or Consumer Owned Resources serving On-Site Consumer Load relevant to the WRAP. «Customer Name» shall provide BPA with such signed JCAF(s) no later than 30 calendar days following such request and by the dates established in section «#» of Exhibit J. JCAFs provided under this section shall comply with the requirements of WRAP and shall be updated as appropriate to meet WRAP requirements.

«#».2 **Pass-Through of WRAP Charges**

If BPA incurs any charges from WRAP related to «Customer Name»’s Dedicated Resources or Consumer Owned Resources serving On-Site Consumer Load or «Customer Name»’s replacement amount(s) for such resources, then BPA shall pass through such charges to «Customer Name». Such charges may include but are not limited to: [a forecasted non-federal resource being unavailable for controllable reasons, etc]

In the event that BPA does not incur a charge from the WRAP entity related to the non-performance of «Customer Name»’s Dedicated Resources or Consumer Owned Resources serving On-Site Consumer Load, then BPA may assess a charge for such non-performance. Such charges shall be pursuant to BPA’s applicable Wholesale Power rates and GRSPs and as established in a 7(i) Process.

«#».3 **WRAP and Resource-Related Exhibit Revisions**

By June 30, 2027, «Customer Name» and BPA shall review and make any necessary revisions to Exhibit J to adjust the terms and conditions to implement this section «#». Such revision shall include terms and conditions such as, but not limited to: BPA’s preferred mode of communication, «Customer Name» notices relevant to WRAP, pass-through charges for resources, terms related to JCAFs, and any other terms necessary to facilitate BPA’s participation in WRAP.

In addition, if after June 30, 2027 «Customer Name» elects to apply a Dedicated Resources or Consumer Owned Resources serving On-Site Consumer Load to load for the first time, then «Customer Name» and BPA shall review and make any necessary revisions to Exhibit J to adjust the terms and conditions to implement this section «#».

«#».4 **Load Exclusions**

For purposes of this section «#», “load exclusion” means a distinct and separately metered load of «Customer Name» for which BPA is not the exclusive wholesale provider and that is excluded from BPA’s WRAP participation.

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 to 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 Exhibit D to state the terms and conditions of any allowed load exclusion. Such load exclusions will be effective on October 1 following the Exhibit D revision and shall remain in effect for the duration of that Rate Period. If the Parties do not revise Exhibit D 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.

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

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

**«#». PARTICIPATION IN WRAP**

BPA is participating in the Western Resource Adequacy Program (WRAP) and has elected winter 2027- 2028 as its first binding season. If BPA ceases to participate in WRAP, then BPA shall provide advance notice to «Customer Name» of the date that BPA’s participation will end.

«#».1 **Responsibilities and** **Provision of Information Necessary for WRAP Participation**

«Customer Name» shall notify BPA if «Customer Name» is participating in WRAP on October 1, 2028 or starts its participation in WRAP after such date.

If «Customer Name» participates in WRAP, then consistent with this section «#», section 17, and section «#» of Exhibit J, BPA shall provide «Customer Name» with any necessary and requested information, forecasts, and attestations associated with amounts of electric power provided under this Agreement to support «Customer Name»’s participation in WRAP.

«#».1.1 «Customer Name» may request a signed Joint Contract Accreditation Form (JCAF) from BPA for its purchases under this agreement relevant to WRAP. BPA shall provide «Customer Name» with such signed JCAF(s) no later than X calendar days following such request. JCAFs provided under this section shall comply with the requirements of WRAP and shall be updated as appropriate to meet WRAP requirements.

«#».1.2 BPA shall have no responsibility to support «Customer Name» in its participation in WRAP beyond the contract terms held in this contract.

If «Customer Name» ceases to participate in WRAP, then «Customer Name» shall provide advance notice to BPA of the date that «Customer Name»’s participation will end.

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