

January 19, 2023

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

Re: Northwest Power Pool d/b/a Western Power Pool, Docket No. ER23-____-000
Service Agreement No. 2; Western Resource Adequacy Program Agreement
Between Western Power Pool and Powerex Corp.

Dear Secretary Bose:

Northwest Power Pool d/b/a Western Power Pool (“WPP”), pursuant to section 205 of the Federal Power Act (“FPA”), 16 U.S.C. § 824d, and section 35.12 of the Federal Energy Regulatory Commission’s (“Commission”) regulations, 18 C.F.R. § 35.12, submits for filing and acceptance an executed Western Resource Adequacy Program Agreement (“Powerex WRAPA”) between WPP and Powerex Corp., a British Columbia corporation (“Powerex”) (together, “Parties”).

WPP is filing the Powerex WRAPA because the agreement includes a discrete set of terms (set forth in Article I of the Powerex WRAPA) that are required to reflect Powerex’s unique status as a Canadian entity, in addition to terms (set forth in Article II of the Powerex WRAPA) mirroring the *pro forma* Western Resource Adequacy Program Agreement (“WRAPA”). The *pro forma* WRAPA is pending before the Commission as Attachment A to the proposed Western Resource Adequacy Program Tariff (“WRAP Tariff” or “Tariff”).¹

WPP asks that the Commission accept the Powerex WRAPA effective January 1, 2023, which is the effective date to which the Parties agreed in the Powerex

¹ The WRAP Tariff, as filed by WPP under FPA section 205 in Docket No. ER22-2762-000 on August 31, 2022 (“WRAP Tariff Filing”) and amended in Docket No. ER22-2762-001 on December 12, 2022 (“WRAP Deficiency Response”), remains pending before the Commission.

WRAPA, and the same effective date proposed for the WRAP Tariff.² The requested effective date is fewer than 30 days prior to the date of this filing.³

I. BACKGROUND

WPP is a non-profit, mutual-benefit corporation based in Portland, Oregon. Upon Commission acceptance of the WRAP Tariff, WPP will become the Program Administrator⁴ for the WRAP, a multi-state resource adequacy program within the Western Interconnection.

Powerex is a Canadian corporation and wholly-owned subsidiary of British Columbia Hydro & Power Authority (“BC Hydro”), a provincially-owned corporate authority governed by statute under the laws of the Province of British Columbia (“the Province” or “British Columbia”). Since 1997, Powerex has been authorized by the Commission to participate in wholesale electricity markets in the U.S. at market-based rates.

Powerex’s parent BC Hydro operates within the Province of British Columbia as a governmentally-owned generation owner, transmission service provider, Balancing Authority and Reliability Coordinator⁵ under the exclusive regulatory authority of the British Columbia Utilities Commission pursuant to British Columbia’s Utilities Commission Act.⁶ BC Hydro is responsible as a governmental authority for ensuring, among other things, that its customers within British Columbia receive safe and reliable

² WRAP Tariff Filing at 77-78; WRAP Deficiency Response at 1-2.

³ See 18 C.F.R. § 35.3(a)(2). While the requested effective date precedes the filing date, compliance with section 35.3(a)(2) ensures this is not impermissible retroactive ratemaking. As contemplated by section 35.3(a)(2), the Powerex WRAPA is a “service agreement . . . authorizing a customer to take electric service under the terms of a tariff,” i.e., authorizing Powerex to take service under the terms of the WRAP Tariff. Here, assuming the Commission accepts the WRAP Tariff with the January 1, 2023 effective date proposed for the tariff in Docket No. ER22-2762, “electric service” to Powerex “under the terms of [the WRAP] [T]ariff” can “commence[]” as early as January 1, 2023. Consistent with section 35.3(a)(2), the Powerex WRAPA is “tendered for filing with the Commission and posted not more than 30 days after” that January 1, 2023 service commencement date.

⁴ Capitalized terms not otherwise defined in this transmittal have the meaning provided in the WRAP Tariff.

⁵ As both terms are defined by the North American Electric Reliability Council.

⁶ See Utilities Commission Act, ch. 473 (RSBC 1996).

electricity service on a non-discriminatory basis. BC Hydro engages solely in activity within the Province that is not subject to the jurisdiction of the Commission or to U.S. law.

Powerex has been actively engaged since 2019 in the WRAP development process as a potential WRAP Participant. WPP and Powerex have determined that Powerex's participation as a WRAP Participant at the British Columbia-U.S. border will materially benefit the WRAP, due to the diversity of loads and resources located in British Columbia, and will materially benefit Powerex by providing it with access to the benefits generally obtained by WRAP Participants. However, Powerex's participation is contingent on Commission acceptance of certain non-conforming provisions required by Powerex's unique participation status as a Canadian entity.

The WRAP Tariff requires each WRAP Participant to execute a WRAPA, either as set forth in Attachment A to the Tariff "or as set forth for an individual Participant in a non-conforming version of such participation agreement accepted by [the Commission]."⁷ The WRAPA contains provisions obligating WPP to provide all services under the Tariff and Participants to comply with all Tariff requirements and pay their share of WRAP administrative costs. The WRAPA also contains provisions addressing, among other matters, amendments to the WRAPA, termination of a Participant's WRAPA, and the ability of a Participant to withdraw from the program (including on an expedited basis if certain events arise).

The Powerex WRAPA submitted with this filing incorporates essentially all WRAPA provisions set forth in the *pro forma* WRAPA, as well as a set of additional provisions agreeable to both WPP and Powerex that are needed to accommodate Powerex's status as a Participant associated with a load and resource profile located wholly outside the United States and within the BC Hydro Balancing Authority Area ("BAA"), which is in turn subject to the exclusive regulatory authority of the British Columbia Utilities Commission.

WPP notes that prior to the Parties' execution of the Powerex WRAPA, WPP presented the draft to the Resource Adequacy Participants Committee.⁸

II. THE POWEREX WRAPA VARIATIONS FROM THE *PRO FORMA* WRAPA ARE JUST AND REASONABLE.

As discussed in more detail below, Article I of the Powerex WRAPA sets forth key understandings, agreements and clarifications needed to respect Powerex's unique status

⁷ Tariff § 1 (definition of Western Resource Adequacy Program Agreement).

⁸ This prudent outreach is not intended to imply that agreement or endorsement from any entity that is not a party to the non-conforming WRAPA is required for any non-conforming WRAPA.

and preserve both WPP's status as wholly Commission-jurisdictional and BC Hydro's status as wholly non-jurisdictional. The Commission previously has accepted substantially similar additions to a *pro forma* agreement. Specifically, Article I is closely patterned on provisions that the Commission reviewed and accepted for Powerex's participation in the California Independent System Operator Corporation ("CAISO") Western Energy Imbalance Market ("EIM").⁹ Article II of the Powerex WRAPA incorporates all substantive participation obligations of the *pro forma* WRAPA, with three discrete conforming changes made to avoid potential conflicts with Article I while ensuring WPP's full authority over the WRAP tariff.

The Powerex WRAPA's variations from the *pro forma* WRAPA are just and reasonable. The variations are required to enable Powerex's WRAP participation while preserving BC Hydro's ability to comply with British Columbia and Canadian law and not subjecting BC Hydro, or the load and resources in the BC Hydro BAA, to the Commission's jurisdiction under the FPA. Similarly, the variations from the *pro forma* reflected in the Powerex WRAPA ensure that nothing in Powerex's participation in the WRAP extends WPP's legal and regulatory obligations outside the United States, while also ensuring that Powerex's participation in the WRAP does not extend WPP's U.S.-regulated activity into a Canadian province or subject WPP to the jurisdiction of Canadian or British Columbia legal or regulatory authorities.

The elements of the Powerex WRAPA that add to or modify the *pro forma* WRAPA¹⁰ are described and supported in detail below.

A. Recitals

The Powerex WRAPA includes recitals that define and briefly describe the Parties and BC Hydro, and which memorialize the Parties' respective determinations to enter the Powerex WRAPA.

⁹ See *Cal. Indep. Sys. Operator Corp.*, Letter Order, Docket No. ER18-251-000 (Feb. 14, 2018); Filing of CAISO Rate Schedule 99 of California Independent System Operator Corporation, Powerex Canadian EIM Entity Agreement, Docket No. ER18-251-000, at 12-17 (explaining differences between the Powerex Canadian EIM Entity Agreement and the corresponding *pro forma* service agreement in the CAISO tariff), and Attachment A, Executed Powerex Canadian EIM Entity Agreement (Nov. 3, 2017).

¹⁰ This filing does not reiterate the support for the provisions adopted from the *pro forma* WRAPA, given that those are already fully supported in the WRAP Tariff Filing.

B. Article I

Article I is modeled on fundamental participation elements included in Powerex's Commission-approved Canadian EIM Entity Agreement. This set of terms is an addition to the *pro forma* WRAPA.

Article I, section 1 sets forth several rules of interpretation and conventions that will apply to Powerex's participation in the WRAP. Sections 1.1, 1.2, and 1.3 establish principles for interpretation of the WRAP Tariff (as it applies to Powerex) in relation to the Powerex WRAPA, including (at section 1.2) that if a matter is specifically addressed by Article I of the Powerex WRAPA, that provision governs notwithstanding any inconsistent provisions of the WRAP Tariff. Section 1.3 additionally makes clear that, to the extent possible, all provisions of the Powerex WRAPA, and all references to WRAP participation requirements, including without limitation the provisions set out in Article II of the Powerex WRAPA, shall be construed in a manner consistent with the corresponding applicable participation requirements set out in the Powerex WRAPA and specifically in Article I of the Powerex WRAPA. These provisions closely track provisions of the previously accepted Powerex Canadian EIM Entity Agreement.¹¹

Sections 1.4 through 1.10 provide certain commonly-employed general rules of contract interpretation (such as references to singular or plural forms, use of disjunctive connectors, role of headings, and inclusion of future amendments in references to laws, and inclusion of successors and assigns in references to Parties).

Section 2 sets forth Powerex's Canadian Entity Participation Requirements. The provisions of section 2 closely track provisions of the previously accepted Powerex Canadian EIM Entity Agreement.¹²

Sections 2.1 and 2.2 are patterned on section 2.1(a) of the Powerex Canadian EIM Entity Agreement but have been adapted to establish the Parties' understandings on how Powerex will participate in, respectively, the WRAP Forward Showing Program and the WRAP Operations Program. Specifically, section 2.1 makes clear that Powerex will participate in the WRAP Forward Showing Program voluntarily and solely on its own behalf as a Load Responsible Entity (1) using generation and load data obtained from BC Hydro and, as applicable, any other entity with resources and load located in the BC Hydro BAA, and (2) by providing written attestation in its FS Submittal for each Binding Season that such generation in the BC Hydro BAA has access to transmission service in British Columbia as needed to fully serve forecasted load in the BC Hydro BAA. The first point makes clear that Powerex's Forward Showing Submittals will rely upon data from load and

¹¹ See *supra* note 9, and Powerex Canadian EIM Entity Agreement at Article I, sections 1.2(a), (b), (c).

¹² See *supra* note 9, and Powerex Canadian EIM Entity Agreement at Article II, section 2.1.

generation located outside the U.S. and outside the Commission's jurisdiction. The second point addresses the fact that Powerex will rely on transmission located in British Columbia to establish deliverability between generation located in British Columbia and loads located in British Columbia. To meet the needs of the WRAP for assurance of such deliverability, Powerex will provide a written attestation in its Forward Showing Submittal that the identified resources have access to sufficient transmission to fully serve forecasted load in the BC Hydro BAA. Moreover, Powerex must provide this attestation for each Binding Season. This provision balances the WRAP's need for satisfaction of the Forward Showing Transmission Requirement with the practical reality that the subject transmission is extra-territorial and subject to the exclusive regulatory authority of the British Columbia Utilities Commission. For any transmission located in the United States that Powerex may need to meet any WRAP requirements, Powerex will be subject to the same WRAP Tariff rules as any U.S.-based Participant.

Section 2.2 extends these same principles to the Operations Program, by providing that Powerex's participation in the WRAP Operations Program will be undertaken voluntarily and solely on its own behalf as a Load Responsible Entity, supported by generation and by transmission service located in the BC Hydro BAA, and with available transmission rights Powerex holds on the systems of U.S. transmission service providers. This provision recognizes that Powerex's participation in the Operations Program, which allows Powerex to purchase from other Participants, and in some circumstances requires Powerex to sell to other Participants, may implicate reliance on transmission located in the United States.

Section 2.3 closely tracks section 2.1(b) of the Powerex Canadian EIM Entity Agreement, and defines Powerex's WRAP participation as at the British Columbia-U.S. border, such that the WRAP Region will not extend into Canada and will remain entirely within the U.S., subject to the Commission's exclusive jurisdiction. This provision is consistent with the definition of WRAP Region in the Tariff which extends the WRAP Region to "the applicable location(s) on the United States side of the United States international border that form the basis for an International Power Marketing Entity's participation under the WRAP."¹³

Section 2.4 makes clear that Powerex will be solely responsible for all actions undertaken in connection with its WRAP participation, and that WPP's sole recourse for any failure to perform related to such participation will be exclusively with Powerex.

Section 2.5 is modeled after section 2.1(c) of the Powerex Canadian EIM Entity Agreement and states that Powerex will not require the WPP to engage in any activity within the Province of British Columbia.

¹³ Tariff § 1 (definition of WRAP Region); *see also* Tariff § 1 (definition of International Power Marketing Entity).

Sections 2.6 and 2.7 are similar to section 2.1(e) of the Powerex Canadian EIM Entity agreement. Those two sections preserve BC Hydro's continued ability to operate as a wholly Canadian provincial governmental BA, and state that nothing in the Powerex WRAPA shall require BC Hydro to take any action that would subject its activities in British Columbia to the jurisdiction of the Commission.

Section 2.8 is similar to section 6.1.2 of the Commission-accepted CAISO-BC Hydro Data Sharing Agreement¹⁴ and reflects required data protections given Powerex's unique participation status. Section 2.8 establishes that, except to the extent explicitly set forth in the Powerex WRAPA or the Tariff, WPP does not require, and will not seek non-public customer information within British Columbia or non-public forecasts or analyses of generation resources located in the BC Hydro BAA. This provision coordinates, in part, with proposed WRAP Tariff section 16.2.5.5, which specifies certain information that a Participant shall provide to WPP to enable WPP to review and validate the Participant's calculation of the Qualifying Capacity Contribution for a Storage Hydro Qualifying Resource.¹⁵ Section 2.8 further provides that if WPP revises the Tariff in a manner that would require access to non-public forecasts or analyses of generation resources located in the BC Hydro BAA, such revision shall be inapplicable to Powerex absent Powerex's express written agreement granting WPP such access. These provisions address Powerex's need for heightened protections to preserve the confidentiality of the referenced British Columbia generation and customer data.

Section 2.9, similar to section 2.1(e) of the Powerex Canadian EIM Entity Agreement, provides Powerex protection against modifications to the Powerex WRAPA that would reduce any WPP obligation or reduce any Powerex right unless the Parties agree in writing.

Section 3 is similar to section 2.2 of the Powerex Canadian EIM Entity Agreement, and sets forth a process to address inconsistencies that either Party may later identify between Article I requirements and (1) modifications to the WRAP Tariff or business practices, (2) an applicable FERC order or requirement, or (3) any other legal requirement applicable to either Party, and which require resolution. Under section 3, the Party that identifies the inconsistency will notify the other Party of the inconsistency. Section 3 provides that the Parties will then engage in good faith negotiation to modify Article I or other provisions of the Powerex WRAPA, or to take such other actions as needed, to resolve the inconsistencies. While such conflicts are not expected to be frequent, the

¹⁴ See *Cal. Indep. Sys. Operator Corp.*, Letter Order, Docket No. ER18-251-000 (Feb. 14, 2018); Filing of CAISO Rate Schedule No. 103 and Request for Confidential Treatment, Docket No. ER18-251-004, Attachment A, Executed Data Sharing Agreement between BC Hydro and the California Independent System Operator Corporation, at 12-13 (Nov. 3, 2017).

¹⁵ Tariff § 16.2.5.5.

Parties recognize that they could occur, and that they are best resolved through prompt identification and good faith negotiation to seek a resolution.

Section 4 establishes that if the Commission does not accept the Powerex WRAPA Agreement for filing, or conditions its acceptance of the agreement on any change to or other condition on the agreement, then the Powerex WRAPA will be effective only if Powerex agrees in writing to such changes or conditions.

C. Article II

Article II incorporates the *pro forma* WRAPA with very limited conforming revisions.

Specifically, section 1 adds a cross-reference to Article I, and sections 1 and 2 eliminate repeated definitions of previously defined terms.

Section 6 removes a reference to WPP revising “this Agreement,” because WPP changes to the Powerex WRAPA are limited by Article I. Section 6 also adds a statement that “[n]othing in this Agreement shall prevent the WPP from modifying the WRAP Tariff under a FERC order authorizing the same,” which tracks language from the Powerex Canadian EIM Entity Agreement.¹⁶

Finally, section 10 of the *pro forma* WRAPA, which provides assurances of no waiver of non-FERC jurisdictional status, is deleted because the same topic is addressed comprehensively and in more detail in Article I.

III. EFFECTIVE DATE

WPP requests that this Agreement be made effective on January 1, 2023, which is the effective date to which the Parties agreed in the Powerex WRAPA, the same effective date proposed for the WRAP Tariff,¹⁷ and fewer than 30 days prior to the date of this filing.¹⁸

¹⁶ See *supra* note 9, and Powerex Canadian EIM Entity Agreement at Article II, section 2.1(f).

¹⁷ WRAP Tariff Filing at 77-78; WRAP Deficiency Response at 1-2.

¹⁸ See *supra* note 3.

IV. SERVICE

In addition to serving all persons on the Commission's service list for this proceeding, WPP will post a complete copy of this filing on the WPP web site: www.westernpowerpool.org.

V. CONTENTS OF FILING

The following attachments, in addition to this transmittal letter, support the instant filing:

Attachment A	Executed Powerex WRAP Agreement; and
Attachment B	Comparison of the Powerex WRAPA against the proposed <i>pro forma</i> WRAPA.

VI. COMMUNICATIONS

Correspondence and communications with respect to this filing should be sent to, and WPP requests the Secretary to include on the official service list, the following:¹⁹

Sarah E. Edmonds	Paul M. Flynn
President and Chief Executive Officer	Matthew J. Binette
Rebecca D. Sexton	Uju Okasi
Director of Reliability Programs	WRIGHT & TALISMAN, P.C.
Northwest Power Pool d/b/a Western Power Pool	1200 G Street, N.W., Suite 600
7525 NE Ambassador Place, Suite M	Washington, DC 20005-3898
Portland, OR 97220	(202) 393-1200
(503) 445-1074	flynn@wrightlaw.com
Sarah.Edmonds@westernpowerpool.org	binette@wrightlaw.com
Rebecca.Sexton@westernpowerpool.org	okasi@wrightlaw.com

¹⁹ To the extent necessary, WPP requests a waiver of Commission Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), to permit more than two persons to be listed on the official service list for this proceeding.

Kimberly D. Bose, Secretary

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VII. CONCLUSION

For all of the foregoing reasons, WPP respectfully requests that the Commission accept the Powerex WRAPA as just and reasonable effective January 1, 2023, without modification or condition.

/s/ Paul M. Flynn

Paul M. Flynn

Matthew J. Binette

Uju Okasi

WRIGHT & TALISMAN, P.C.

1200 G Street, N.W., Suite 600

Washington, DC 20005-3898

***Attorneys for Northwest Power Pool
d/b/a Western Power Pool***

Attachment A

NORTHWEST POWER POOL

D/B/A

WESTERN POWER POOL

Service Agreement No. 2

Western Resource Adequacy Program Agreement

By and Between

Western Power Pool
and
Powerex Corp.

Western Resource Adequacy Program
Powerex Canadian Entity Participation Agreement

This Western Resource Adequacy Program Agreement ("Agreement") dated as of January 1, 2023 ("Effective Date") is entered into by and between Western Power Pool Corporation ("WPP") and Powerex Corp. ("Powerex" or Participant"). WPP and Participant are each sometimes referred to in the Agreement as a "Party" and collectively as the "Parties."

Whereas:

- A. WPP will operate the Western Resource Adequacy Program ("WRAP") in the United States ("U.S.") pursuant to the Western Resource Adequacy Program Tariff ("WRAP Tariff" or "Tariff"), on file with the Federal Energy Regulatory Commission ("FERC").
- B. The WRAP Tariff requires each WRAP participant to execute a WRAP Participation Agreement.
- C. Powerex is a wholly-owned subsidiary of British Columbia Hydro & Power Authority ("BC Hydro"), a provincially-owned corporate authority governed by statute under the laws of the Province of British Columbia.
- D. Powerex is authorized to engage in activity to market residual generation capability of the BC Hydro system and to participate in energy markets across North America, with those activities benefitting the Province of British Columbia, as BC Hydro's shareholder, by helping to efficiently balance the BC Hydro system and yield trade revenues that benefit BC Hydro's ratepayers.
- E. BC Hydro operates as a governmentally-owned generation owner, transmission service provider, Balancing Authority and Reliability Coordinator in the Province of British Columbia under the regulatory authority of the British Columbia Utilities Commission pursuant to the Province's Utilities Commission Act, and is responsible as a governmental authority for ensuring, among other things, that its customers within the Province of British Columbia receive safe and reliable electricity service on a non-discriminatory basis.
- F. WPP has determined that there would be benefits to the WRAP as a result of Powerex's participation as a Load Responsible Entity with load and generation resources located in the BC Hydro Balancing Authority Area ("BC Hydro BAA"), which in turn is located wholly within the Province of British Columbia.
- G. Powerex has determined that there is an opportunity to secure benefits through its participation as a Load Responsible Entity in the WRAP, by the contribution of the diversity of load and generation capability located in the BC Hydro BAA in the

WRAP's Forward Showing Program, and as a result of its capability to provide or receive energy within the WRAP's Operations Program structure as indicated.

In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

1. The following rules of interpretation and conventions shall apply to Powerex's WRAP participation under this Agreement:
 - 1.1 If and to the extent a matter is specifically addressed by a provision in Article I of this Agreement, such provision in Article I of this Agreement shall govern notwithstanding any inconsistent provisions of the WRAP Tariff;
 - 1.2 If and to the extent this Agreement provides that a matter shall be determined solely in accordance with applicable provisions in the WRAP Tariff, the applicable provisions of the WRAP Tariff shall govern;
 - 1.3 To the extent possible, all provisions of this Agreement, and all references to WRAP participation requirements, including without limitation the provisions set out in Article II, shall be construed in a manner consistent with the corresponding applicable participation requirements set out in this Agreement and specifically in this Article I;
 - 1.4 The singular shall include the plural and vice versa;
 - 1.5 "includes" or "including" shall mean "including without limitation";
 - 1.6 A reference to a given agreement or instrument, including the WRAP Tariff, shall be construed as a reference to that agreement or instrument as it may subsequently be modified, amended, supplemented or restated, and any reference to a section, article or schedule of such an agreement or instrument shall be a reference to that section, article or schedule, as it may subsequently be renumbered, modified, amended or supplemented;
 - 1.7 Unless the context otherwise requires, references to any law or governmental regulation shall be deemed references to such law or regulation as it may be amended, replaced or restated from time to time and any reference to a section, article or schedule of such law or governmental regulation shall be a reference to that section, article or schedule, as it may be renumbered, modified, amended or supplemented.
 - 1.8 Unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
 - 1.9 Unless the context requires otherwise, "or" is used in the conjunctive sense; and

- 1.10 The captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.
2. Powerex Canadian Entity Participation Requirements. Notwithstanding any provision of this Agreement that could be construed to the contrary, the Parties agree that all rights and obligations referenced in this Agreement shall be limited by the following:
- 2.1 Powerex will participate in the WRAP Forward Showing Program voluntarily and solely on its own behalf as a Load Responsible Entity (1) using generation and load data obtained from BC Hydro and, as applicable, any other entity with resources and load located in the BC Hydro BAA, and (2) by providing written attestation in its FS Submittal for each Binding Season that such generation in the BC Hydro BAA has access to transmission service in the Province of British Columbia as needed to fully serve forecasted load in the BC Hydro BAA.
- 2.2 Powerex will participate in the WRAP Operations Program voluntarily and solely on its own behalf as a Load Responsible Entity, supported by generation and transmission service located in the BC Hydro BAA, and with available transmission rights Powerex holds on the systems of U.S. transmission service providers.
- 2.3 WRAP participation by Powerex will be defined at the British Columbia-U.S. border, and will consist solely of Powerex activity in the U.S. to preserve existing legal and regulatory authority and obligations, such that the WRAP will remain wholly outside the Province of British Columbia and subject to the exclusive regulatory jurisdiction of FERC. Nothing in this Agreement or in any representation by either Party will be interpreted to extend the WRAP service territory or FERC jurisdiction into the Province of British Columbia.
- 2.4 Powerex will be solely responsible for all actions undertaken in connection with its WRAP participation, and the WPP's sole recourse for any failure to perform related to such participation will be exclusively with Powerex.
- 2.5 WRAP participation by Powerex will not require the WPP to engage in any activity within the Province of British Columbia, including but not limited to physically dispatching generation facilities in the Province of British Columbia, administering, directing or otherwise requiring access to transmission data or facilities located in the Province of British Columbia, or managing or resolving congestion within the Province of British Columbia, nor will it require BC Hydro to engage in any specified activity or to otherwise undertake any legal, regulatory or other action in the Province of British Columbia.
- 2.6 Nothing in this Agreement shall alter BC Hydro's continued ability to operate as a wholly Canadian provincial governmental Balancing Authority as well as transmission owner, operator and service provider, and as a generation owner and operator for the BC Hydro system.

2.7 Nothing in this Agreement shall require BC Hydro or any other entity with load or generation resource obligations in the BC Hydro BAA to (1) undertake any commercial activity in the U.S. or in the WRAP, (2) establish, execute or amend any agreement, tariff, business practice or rate, or (3) otherwise subject its activities in British Columbia to the jurisdiction of FERC or to any other federal or state law, regulation or authority in the United States.

2.8 Except as explicitly set forth in this Agreement or in the WRAP Tariff on the date of execution of this Agreement, WPP does not require, and will not seek or be permitted access to:

- i. Non-public customer information within the Province of British Columbia;
- ii. Non-public forecasts or analyses of generation resources located in the BC Hydro BAA, including, but not limited to, water in-flows or discharge information, snowpack, reservoir or storage levels, or other related data inputs.

To the extent WPP revises the Tariff in a manner that would require access to non-public forecasts or analyses of the type referenced above, such revision shall be inapplicable to Powerex absent Powerex's express written agreement granting WPP such access.

2.9 The rights and obligations set out in this Participation Agreement, including but not limited to the termination provisions set out in Article II, below shall remain in effect and may not be modified to reduce any WPP obligation or Powerex right or to modify any data sharing requirement unless the Parties agree in writing.

3. Inconsistency with Article I.

3.1 If, after this Agreement has been executed, either Party identifies an inconsistency that may require resolution between Article I requirements and (1) modifications to the WRAP Tariff or business practices, (2) an applicable FERC order or requirement, or (3) any other legal requirement applicable to the WPP, that Party will notify the other of the inconsistency. In the event that Powerex identifies an inconsistency between Article I requirements and any legal or regulatory requirement otherwise applicable to the generation resources or load in the Province of British Columbia for which Powerex independently acts in the U.S. as a Load Responsible Entity, Powerex will notify the WPP. In either case, the Parties will engage in good faith negotiation to modify Article I or other provisions of this Agreement, or to take such other actions as needed, to resolve the inconsistencies.

4. This Agreement is effective upon the Effective Date as set forth above or such other effective date prescribed by FERC in its order accepting this Agreement for filing. If FERC does not accept this Agreement for filing or conditions its acceptance of this Agreement on any change to or other condition on this Agreement, then this Agreement shall be effective

thereafter only if Powerex agrees in writing to such change(s) and condition(s).

ARTICLE II

1. Subject to the provisions set out in Article I, the Parties agree that this Agreement shall otherwise be governed by the rates, terms, and conditions of the WRAP Tariff and all such rates, terms, and conditions contained therein are expressly incorporated by reference herein. All capitalized terms that are not otherwise defined herein shall have the meanings ascribed by the Tariff.
2. Participant wishes to participate in the WRAP administered by WPP under the Tariff.
3. Participant certifies that it satisfies all of the following qualifications:
 - 3.1 Participant is a Load Responsible Entity as that term is defined in the Tariff.
 - 3.2 Participant commits to complying with all applicable terms and conditions of WRAP participation as set forth in the Tariff and Business Practice Manuals adopted thereunder, including all Forward Showing Program and Operations Program requirements.
4. Participant will register all resources and supply contracts and shall disclose any other obligations associated with those resources and supply contracts.
5. Participant represents and warrants that it is authorized by all relevant laws and regulations governing its business to enter into this Agreement and assume all rights and obligations thereunder.
6. It is understood that, in accordance with the Tariff, WPP, as authorized by its independent Board of Directors, may amend the terms and conditions of the Tariff by notifying the Participant in writing and making the appropriate filing with FERC, subject to any limitations on WPP's authority to amend the Tariff as set forth therein. Nothing in this Agreement shall prevent WPP from modifying the WRAP Tariff under a FERC order authorizing the same.
7. Participant agrees to pay its share of all costs associated with the WRAP, as calculated pursuant to Schedule 1 of the Tariff. The manner and timing of such payment shall be as specified in Schedule 1 of the Tariff.
8. WPP agrees to provide all services as set forth in the Tariff.
9. Term and termination. This Agreement shall commence upon the Effective Date and shall continue in effect until terminated either by WPP by vote of its Board of Directors or by Participant's withdrawal as set forth herein. WPP and Participant agree that participation in the WRAP is voluntary, subject to the terms and conditions of this Agreement and the Tariff. The date upon which a Participant's withdrawal is effective and its participation in the program terminates is referred to as the "Withdrawal Date."

- 9.1 Normal Withdrawal: In general, Participant may withdraw from this Agreement by providing written notice to WPP no less than twenty-four months prior to commencement of the next binding Forward Showing Program period. Once notice has been properly given, Participant remains in a "Withdrawal Period" until the Withdrawal Date.
 - 9.1.1 During Participant's Withdrawal Period, Participant remains subject to all requirements and obligations imposed by the Tariff and this Agreement, including but not limited to all obligations imposed in the Forward Showing Program and Operations Program and obligation to pay Participant's share of all costs associated with the WRAP.
 - 9.1.2 All financial obligations incurred prior to and during the Withdrawal Period are preserved until satisfied.
 - 9.1.3 During the Withdrawal Period, Participant is not eligible to vote on any actions affecting the WRAP that extend beyond the Withdrawal Period.
- 9.2 Expedited Withdrawal: Participant may withdraw from this agreement with less than the required twenty-four month notice as set forth below. Participant shall negotiate with WPP regarding the timing of the Expedited Withdrawal.
 - 9.2.1 Extenuating Circumstances: The following such events and circumstances shall constitute "extenuating circumstances" justifying a withdrawal on less than twenty-four months. Participant invoking an extenuating circumstance shall negotiate with WPP regarding potential ways to minimize the impact of the expedited withdrawal on all other Participants and WPP. Such extenuating circumstances and any mitigation plan to minimize the impact of the expedited withdrawal must be reviewed and approved by the Board of Directors prior to termination of Participant's WRAP obligations. Regardless of the extenuating circumstance, all financial obligations incurred prior to the Withdrawal Date remain in effect until satisfied.
 - 9.2.1.1 A governmental authority takes an action that substantially impairs Participant's ability to continue to participate in the WRAP to the same extent as previously; provided, however, that Participant shall be obligated to negotiate with WPP regarding potential ways to address the impact of the regulatory action without requiring a full withdrawal of Participant from the WRAP if possible.
 - 9.2.1.2 Continued participation in the WRAP conflicts with applicable governing statutes or other applicable legal authorities or orders.
 - 9.2.1.3 Participant voted against a RAPC determination and disagreed with a Board of Directors decision to release composite or aggregated data under Section 10.2.1 of the Tariff, provided that such right to expedited withdrawal is

exercised promptly after the first time that the Board of Directors determines that the form and format of composite or aggregated data sufficiently protects against the release of confidential or commercially sensitive Participant data. Failure to exercise this right promptly upon the first occurrence of the Board of Directors voting on a specific form and format of composite or aggregated data shall constitute a waiver of the right to expedited withdrawal for any future disclosures of composite or aggregated data in the same or substantially similar form and format.

9.2.1.4 FERC or a court of competent jurisdiction requires the public disclosure of a Participant's confidential or commercially sensitive information, as further described in Section 10.5 of the Tariff; provided however that such right to expedited withdrawal shall be exercised promptly upon the exhaustion of all legal or administrative remedies aimed at preventing the release.

9.2.2 Exit Fee: If the impact of Participant's withdrawal on WRAP operations can be calculated with a high degree of confidence and mitigated by the payment of an "exit fee" to be calculated by WPP, an expedited withdrawal will be permitted. Such exit fee shall include (but not be limited to): (i) any unpaid WRAP fees or charges; (ii) Participant's share of all WRAP administrative costs incurred up to the next Forward Showing Program period; (iii) any costs, expenses, or liabilities incurred by WPP and/or the Program Operator directly resulting from Participant's withdrawal; and (iv) any costs necessary to hold other participants harmless from the voluntary expedited withdrawal. The exit fee may be waived to the extent that it would violate any federal, state, or local statute, regulation, or ordinance or exceed the statutory authority of a federal agency. The exit fee shall be paid in full prior to the Withdrawal Date.

9.2.3 Amendments to Section 3.4 of the Tariff: In the event that amendments to Section 3.4 of the Tariff are approved by the RAPC and Board of Directors, a Participant that voted against such a change may withdraw with less than the required twenty-four month notice, provided that the Participant satisfy all obligations in the Forward Showing Program and Operations Program and satisfy all other financial obligations incurred prior to the date that the amendments to Section 3.4 of the Tariff are made effective by FERC.

9.2.4 Expulsion: The Board of Directors, in its sole discretion, may terminate Participant's participation in the WRAP and may terminate this Agreement with Participant for cause, including but not limited to material violation of any WPP rules or governing documents or nonpayment of obligations. Prior to exercising such right to terminate, the Board of Directors shall provide notice to Participant of the reasons

for such contemplated termination and a reasonable opportunity to cure any deficiencies. Such Board of Directors termination shall be after an affirmative vote consistent with the Board of Directors standard voting procedures. Such termination shall not relieve the Participant of any financial obligations incurred prior to the termination date, and WPP may take all legal actions available to recover any financial obligations from Participant.

SIGNATURES

Northwest Power Pool, d/b/a Western
Power Pool

By: Sarah Edmonds

Sarah Edmonds
Name

Chief Executive Officer
Title

Jan 19, 2023
Date

Powerex Corp
Company

By: [Signature]

Tom Bechard
Name

President and CEO
Title

18 January 2023
Date






Powerex Canadian Entity WRAPA

Final Audit Report

2023-01-19

Created:	2023-01-19
By:	Maya McNichol (maya.mcnichol@westernpowerpool.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKTO7le2szqiwxlSne0mDu_ECb0p6jzNg

"Powerex Canadian Entity WRAPA" History

-  Document created by Maya McNichol (maya.mcnichol@westernpowerpool.org)
2023-01-19 - 4:32:50 PM GMT
-  Document emailed to Sarah Edmonds (sarah.edmonds@westernpowerpool.org) for signature
2023-01-19 - 4:33:19 PM GMT
-  Email viewed by Sarah Edmonds (sarah.edmonds@westernpowerpool.org)
2023-01-19 - 4:34:36 PM GMT
-  Document e-signed by Sarah Edmonds (sarah.edmonds@westernpowerpool.org)
Signature Date: 2023-01-19 - 4:34:44 PM GMT - Time Source: server
-  Agreement completed.
2023-01-19 - 4:34:44 PM GMT

Attachment B

~~ATTACHMENT A~~

Western Resource Adequacy Program

Powerex Canadian Entity Participation Agreement

This Western Resource Adequacy Program Agreement (“Agreement”) dated as of January 1, 2023 (“Effective Date”) is entered into by and between Western Power Pool Corporation (“WPP”) and Powerex Corp. (“Powerex” or Participant”). WPP and Participant are each sometimes referred to in the Agreement as a “Party” and collectively as the “Parties.”

Whereas:

- A. WPP will operate the Western Resource Adequacy Program (“WRAP”) in the United States (“U.S.”) pursuant to the Western Resource Adequacy Program Tariff (“WRAP Tariff” or “Tariff”), on file with the Federal Energy Regulatory Commission (“FERC”).
- B. The WRAP Tariff requires each WRAP participant to execute a WRAP Participation Agreement.
- C. Powerex is a wholly-owned subsidiary of British Columbia Hydro & Power Authority (“BC Hydro”), a provincially-owned corporate authority governed by statute under the laws of the Province of British Columbia.
- D. Powerex is authorized to engage in activity to market residual generation capability of the BC Hydro system and to participate in energy markets across North America, with those activities benefitting the Province of British Columbia, as BC Hydro’s shareholder, by helping to efficiently balance the BC Hydro system and yield trade revenues that benefit BC Hydro’s ratepayers.
- E. BC Hydro operates as a governmentally-owned generation owner, transmission service provider, Balancing Authority and Reliability Coordinator in the Province of British Columbia under the regulatory authority of the British Columbia Utilities Commission pursuant to the Province’s Utilities Commission Act, and is responsible as a governmental authority for ensuring, among other things, that its customers within the Province of British Columbia receive safe and reliable electricity service on a non-discriminatory basis.
- F. WPP has determined that there would be benefits to the WRAP as a result of Powerex’s participation as a Load Responsible Entity with load and generation resources located in the BC Hydro Balancing Authority Area (“BC Hydro BAA”), which in turn is located wholly within the Province of British Columbia.

G. Powerex has determined that there is an opportunity to secure benefits through its participation as a Load Responsible Entity in the WRAP, by the contribution of the diversity of load and generation capability located in the BC Hydro BAA in the WRAP's Forward Showing Program, and as a result of its capability to provide or receive energy within the WRAP's Operations Program structure as indicated.

In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

1. The following rules of interpretation and conventions shall apply to Powerex's WRAP participation under this Agreement:

1.1 If and to the extent a matter is specifically addressed by a provision in Article I of this Agreement, such provision in Article I of this Agreement shall govern notwithstanding any inconsistent provisions of the WRAP Tariff;

1.2 If and to the extent this Agreement provides that a matter shall be determined solely in accordance with applicable provisions in the WRAP Tariff, the applicable provisions of the WRAP Tariff shall govern;

1.3 To the extent possible, all provisions of this Agreement, and all references to WRAP participation requirements, including without limitation the provisions set out in Article II, shall be construed in a manner consistent with the corresponding applicable participation requirements set out in this Agreement and specifically in this Article I;

1.4 The singular shall include the plural and vice versa;

1.5 "includes" or "including" shall mean "including without limitation";

1.6 A reference to a given agreement or instrument, including the WRAP Tariff, shall be construed as a reference to that agreement or instrument as it may subsequently be modified, amended, supplemented or restated, and any reference to a section, article or schedule of such an agreement or instrument shall be a reference to that section, article or schedule, as it may subsequently be renumbered, modified, amended or supplemented;

1.7 Unless the context otherwise requires, references to any law or governmental regulation shall be deemed references to such law or regulation as it may be amended, replaced or restated from time to time and any reference to a section, article or schedule of such law or governmental regulation shall be a reference to that section, article or schedule, as it may be renumbered, modified, amended or supplemented.

1.8 Unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;

- 1.9 Unless the context requires otherwise, “or” is used in the conjunctive sense; and
- 1.10 The captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.
2. Powerex Canadian Entity Participation Requirements. Notwithstanding any provision of this Agreement that could be construed to the contrary, the Parties agree that all rights and obligations referenced in this Agreement shall be limited by the following:
- 2.1 Powerex will participate in the WRAP Forward Showing Program voluntarily and solely on its own behalf as a Load Responsible Entity (1) using generation and load data obtained from BC Hydro and, as applicable, any other entity with resources and load located in the BC Hydro BAA, and (2) by providing written attestation in its FS Submittal for each Binding Season that such generation in the BC Hydro BAA has access to transmission service in the Province of British Columbia as needed to fully serve forecasted load in the BC Hydro BAA.
- 2.2 Powerex will participate in the WRAP Operations Program voluntarily and solely on its own behalf as a Load Responsible Entity, supported by generation and transmission service located in the BC Hydro BAA, and with available transmission rights Powerex holds on the systems of U.S. transmission service providers.
- 2.3 WRAP participation by Powerex will be defined at the British Columbia-U.S. border, and will consist solely of Powerex activity in the U.S. to preserve existing legal and regulatory authority and obligations, such that the WRAP will remain wholly outside the Province of British Columbia and subject to the exclusive regulatory jurisdiction of FERC. Nothing in this Agreement or in any representation by either Party will be interpreted to extend the WRAP service territory or FERC jurisdiction into the Province of British Columbia.
- 2.4 Powerex will be solely responsible for all actions undertaken in connection with its WRAP participation, and the WPP’s sole recourse for any failure to perform related to such participation will be exclusively with Powerex.
- 2.5 WRAP participation by Powerex will not require the WPP to engage in any activity within the Province of British Columbia, including but not limited to physically dispatching generation facilities in the Province of British Columbia, administering, directing or otherwise requiring access to transmission data or facilities located in the Province of British Columbia, or managing or resolving congestion within the Province of British Columbia, nor will it require BC Hydro to engage in any specified activity or to otherwise undertake any legal, regulatory or other action in the Province of British Columbia.
- 2.6 Nothing in this Agreement shall alter BC Hydro’s continued ability to operate as a wholly Canadian provincial governmental Balancing Authority as well as

transmission owner, operator and service provider, and as a generation owner and operator for the BC Hydro system.

2.7 Nothing in this Agreement shall require BC Hydro or any other entity with load or generation resource obligations in the BC Hydro BAA to (1) undertake any commercial activity in the U.S. or in the WRAP, (2) establish, execute or amend any agreement, tariff, business practice or rate, or (3) otherwise subject its activities in British Columbia to the jurisdiction of FERC or to any other federal or state law, regulation or authority in the United States.

2.8 Except as explicitly set forth in this Agreement or in the WRAP Tariff on the date of execution of this Agreement, WPP does not require, and will not seek or be permitted access to:

i. Non-public customer information within the Province of British Columbia;

ii. Non-public forecasts or analyses of generation resources located in the BC Hydro BAA, including, but not limited to, water in-flows or discharge information, snowpack, reservoir or storage levels, or other related data inputs.

To the extent WPP revises the Tariff in a manner that would require access to non-public forecasts or analyses of the type referenced above, such revision shall be inapplicable to Powerex absent Powerex's express written agreement granting WPP such access.

2.9 The rights and obligations set out in this Participation Agreement, including but not limited to the termination provisions set out in Article II, below shall remain in effect and may not be modified to reduce any WPP obligation or Powerex right or to modify any data sharing requirement unless the Parties agree in writing.

3. Inconsistency with Article I.

3.1 If, after this Agreement has been executed, either Party identifies an inconsistency that may require resolution between Article I requirements and (1) modifications to the WRAP Tariff or business practices, (2) an applicable FERC order or requirement, or (3) any other legal requirement applicable to the WPP, that Party will notify the other of the inconsistency. In the event that Powerex identifies an inconsistency between Article I requirements and any legal or regulatory requirement otherwise applicable to the generation resources or load in the Province of British Columbia for which Powerex independently acts in the U.S. as a Load Responsible Entity, Powerex will notify the WPP. In either case, the Parties will engage in good faith negotiation to modify Article I or other provisions of this Agreement, or to take such other actions as needed, to resolve the inconsistencies.

4. This Agreement is effective upon the Effective Date as set forth above or such other effective date prescribed by FERC in its order accepting this Agreement for filing. If FERC does not accept this Agreement for filing or

conditions its acceptance of this Agreement on any change to or other condition on this Agreement, then this Agreement shall be effective thereafter only if Powerex agrees in writing to such change(s) and condition(s).

ARTICLE II

- ~~1. The Parties agree that this agreement shall 1.~~ Subject to the provisions set out in Article I, the Parties agree that this Agreement shall otherwise be governed by the rates, terms, and conditions of the ~~Western Resource Adequacy Program~~ WRAP Tariff ~~(“Tariff”)~~ and all such rates, terms, and conditions contained therein are expressly incorporated by reference herein. All capitalized terms that are not otherwise defined herein shall have the meanings ascribed by the Tariff.
2. Participant wishes to participate in the ~~Western Resource Adequacy Program~~ ~~(“WRAP”)~~ administered by WPP under the Tariff.
3. Participant certifies that it satisfies all of the following qualifications:
 - 3.1 Participant is a Load Responsible Entity as that term is defined in the Tariff.
 - 3.2 Participant commits to complying with all applicable terms and conditions of WRAP participation as set forth in the Tariff and Business Practice Manuals adopted thereunder, including all Forward Showing Program and Operations Program requirements.
4. Participant will register all resources and supply contracts and shall disclose any other obligations associated with those resources and supply contracts.
5. Participant represents and warrants that it is authorized by all relevant laws and regulations governing its business to enter into this Agreement and assume all rights and obligations thereunder.
6. It is understood that, in accordance with the Tariff, WPP, as authorized by its independent Board of Directors, may amend the terms and conditions of ~~this Agreement or~~ the Tariff by notifying the Participant in writing and making the appropriate filing with FERC, subject to any limitations on WPP’s authority to amend the Tariff as set forth therein. Nothing in this Agreement shall prevent WPP from modifying the WRAP Tariff under a FERC order authorizing the same.
7. Participant agrees to pay its share of all costs associated with the WRAP, as calculated pursuant to Schedule 1 of the Tariff. The manner and timing of such payment shall be as specified in Schedule 1 of the Tariff.
8. WPP agrees to provide all services as set forth in the Tariff.
9. Term and termination. This Agreement shall commence upon the Effective Date and shall continue in effect until terminated either by WPP by vote of its Board of Directors or by Participant’s withdrawal as set forth herein. WPP and Participant agree that participation in the WRAP is voluntary, subject to the terms and conditions of this

Agreement and the Tariff. The date upon which a Participant's withdrawal is effective and its participation in the program terminates is referred to as the "Withdrawal Date."

- 9.1 Normal Withdrawal: In general, Participant may withdraw from this Agreement by providing written notice to WPP no less than twenty-four months prior to commencement of the next binding Forward Showing Program period. Once notice has been properly given, Participant remains in a "Withdrawal Period" until the Withdrawal Date.
 - 9.1.1 During Participant's Withdrawal Period, Participant remains subject to all requirements and obligations imposed by the Tariff and this Agreement, including but not limited to all obligations imposed in the Forward Showing Program and Operations Program and obligation to pay Participant's share of all costs associated with the WRAP.
 - 9.1.2 All financial obligations incurred prior to and during the Withdrawal Period are preserved until satisfied.
 - 9.1.3 During the Withdrawal Period, Participant is not eligible to vote on any actions affecting the WRAP that extend beyond the Withdrawal Period.
- 9.2 Expedited Withdrawal: Participant may withdraw from this agreement with less than the required twenty-four month notice as set forth below. Participant shall negotiate with WPP regarding the timing of the Expedited Withdrawal.
 - 9.2.1 Extenuating Circumstances: The following such events and circumstances shall constitute "extenuating circumstances" justifying a withdrawal on less than twenty-four months. Participant invoking an extenuating circumstance shall negotiate with WPP regarding potential ways to minimize the impact of the expedited withdrawal on all other Participants and WPP. Such extenuating circumstances and any mitigation plan to minimize the impact of the expedited withdrawal must be reviewed and approved by the Board of Directors prior to termination of Participant's WRAP obligations. Regardless of the extenuating circumstance, all financial obligations incurred prior to the Withdrawal Date remain in effect until satisfied.
 - 9.2.1.1 A governmental authority takes an action that substantially impairs Participant's ability to continue to participate in the WRAP to the same extent as previously; provided, however, that Participant shall be obligated to negotiate with WPP regarding potential ways to address the impact of the regulatory action without requiring a full withdrawal of Participant from the WRAP if possible.
 - 9.2.1.2 Continued participation in the WRAP conflicts with applicable governing statutes or other applicable legal authorities or orders.

- 9.2.1.3 Participant voted against a RAPC determination and disagreed with a Board of Directors decision to release composite or aggregated data under Section 10.2.1 of the Tariff, provided that such right to expedited withdrawal is exercised promptly after the first time that the Board of Directors determines that the form and format of composite or aggregated data sufficiently protects against the release of confidential or commercially sensitive Participant data. Failure to exercise this right promptly upon the first occurrence of the Board of Directors voting on a specific form and format of composite or aggregated data shall constitute a waiver of the right to expedited withdrawal for any future disclosures of composite or aggregated data in the same or substantially similar form and format.
- 9.2.1.4 FERC or a court of competent jurisdiction requires the public disclosure of a Participant's confidential or commercially sensitive information, as further described in Section 10.5 of the Tariff; provided however that such right to expedited withdrawal shall be exercised promptly upon the exhaustion of all legal or administrative remedies aimed at preventing the release.
- 9.2.2 Exit Fee: If the impact of Participant's withdrawal on WRAP operations can be calculated with a high degree of confidence and mitigated by the payment of an "exit fee" to be calculated by WPP, an expedited withdrawal will be permitted. Such exit fee shall include (but not be limited to): (i) any unpaid WRAP fees or charges; (ii) Participant's share of all WRAP administrative costs incurred up to the next Forward Showing Program period; (iii) any costs, expenses, or liabilities incurred by WPP and/or the Program Operator directly resulting from Participant's withdrawal; and (iv) any costs necessary to hold other participants harmless from the voluntary expedited withdrawal. The exit fee may be waived to the extent that it would violate any federal, state, or local statute, regulation, or ~~ordinance~~ ordinance or exceed the statutory authority of a federal agency. The exit fee shall be paid in full prior to the Withdrawal Date.
- 9.2.3 Amendments to Section 3.4 of the Tariff: In the event that amendments to Section 3.4 of the Tariff are approved by the RAPC and Board of Directors, a Participant that voted against such a change may withdraw with less than the required twenty-four month notice, provided that the Participant satisfy all obligations in the Forward Showing Program and Operations Program and satisfy all other financial obligations incurred prior to the date that the amendments to Section 3.4 of the Tariff are made effective by FERC.
- 9.2.4 Expulsion: The Board of Directors, in its sole discretion, may terminate Participant's participation in the WRAP and may terminate this

Agreement with Participant for cause, including but not limited to material violation of any WPP rules or governing documents or nonpayment of obligations. Prior to exercising such right to terminate, the Board of Directors shall provide notice to Participant of the reasons for such contemplated termination and a reasonable opportunity to cure any deficiencies. Such Board of Directors termination shall be after an affirmative vote consistent with the Board of Directors standard voting procedures. Such termination shall not relieve the Participant of any financial obligations incurred prior to the termination date, and WPP may take all legal actions available to recover any financial obligations from Participant.

~~10. No Waiver of Non-FERC Jurisdictional Status. If Participant is not subject to the jurisdiction of FERC as a public utility under the Federal Power Act, Participant shall not be required to take any action or participate in any filing or appeal that would confer FERC jurisdiction over Participant that does not otherwise exist. Participant acknowledges that FERC has jurisdiction over the WRAP, including Participant's activities in the WRAP.~~

~~[SIGNATURE BLOCKS]~~

SIGNATURES

<u>Northwest Power Pool, d/b/a Western Power Pool</u>	<u>Company</u>
<u>By:</u>	<u>By:</u>
<u>Sarah Edmonds</u>	<u>Name</u>
<u>Name</u>	<u>Name</u>
<u>Chief Executive Officer</u>	<u>Title</u>
<u>Title</u>	<u>Title</u>
<u>Date</u>	<u>Date</u>