

Western Resource Adequacy Program

Change Request Form – 2026-NTFP-03 Post-Public Comment

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Type of Change Requested
Check one*: ☐ Correction (<i>i.e., revising erroneous language or language that needs clean-up for grammatical errors or inconsistency across governing documents - no changes to intent or policy</i>) ☐ Clarification (<i>i.e., revising language to better represent existing intent, no changes to functionality or policy</i>) ☒ Enhancement (<i>i.e., revising language to expand upon existing intent or functionality</i>) ☐ New Protocol, Business Practice, Criteria, Tariff (<i>i.e., new language to accommodate new functionality or policy not existing today</i>) ☒ Change (<i>i.e., a change in the existing policy – will replace an existing language</i>) ☐ Other (<i>i.e., changes that do not fall into the categories listed above</i>)

Description of Change

Provide a description of the issue*:

Business Practice Manual (BPM) 106 Qualifying Contracts describes how a contract may be able to receive Qualifying Capacity Contribution (QCC) towards a Participant's Forward Showing (FS) Capacity Requirement and explains when a Joint Contract Accreditation Form (JCAF) is required to ensure contractual resources are not double counted. The Proposed changes to BPM 106 in this NTFP would:

- i) Reduce the administrative burden involved with verifying contracts between Participants via JCAFs by removing the JCAF and signature requirement for Participant-to-Participant transactions; and
- ii) Allow a WRAP Participant and its customer whose load is served through a contract with an entity that is not the WRAP Participant ("Embedded Load Customer") to agree to the WRAP Participant's use of the customer's ~~loads and resources~~ contract(s) in its FS Demonstration.

Please provide the following information if known and/or available.

1. Provide a proposed solution to the issue described:

Participant-to-Participant JCAFs

BPM 106 currently requires JCAFs to be: (a) signed by both buyer and seller for Resource Specific Capacity Agreements and/or Systems Sales between WRAP Participants, and (b) submitted by the Participant buyer as part of its Forward Showing (FS) Demonstration. Under the proposed solution, the contents of the JCAF would instead be populated by the Participant buyer in the Forward Showing software system and acknowledged by both Participant buyer and Participant seller as part of their FS Demonstrations. ~~The FS Demonstration would also include an acknowledgement of WRAP Qualifying Transmission, removing the need for the seller to sign the current transmission attestation in BPM 106 Appendix A (see Section 4).~~

Embedded Load Customers

A WRAP Participant may have a customer (new definition: "Embedded Load Customer") whose load is served through a contract (new definition: "Embedded Load Qualifying Contract") with an entity that is not the WRAP Participant. This NTFP would allow such a WRAP Participant to agree with its Embedded Load Customer to use the latter's ~~loads and resources~~ contracts in its FS Demonstration (new definition: "Embedded Load Acknowledgement and Resource Assurance Agreement"). A

Participant including an Embedded Load Qualifying Contract in its FS Demonstration via an Embedded Load Acknowledgement and Resource Assurance Agreement would also require a JCAF with the seller to the Embedded Load Customer.

2. Provide the specific document and language you would like changed:

Please see the attached redline changes to BPM 106 that have also been reflected in an attached redlined JCAF. Note that JCAF changes may be made outside of the WRAP Proposal process as it is a non-governed document.

3. Provide a suggestion for how language could be updated to address issue:

See above.

Impact of Change

Describe the benefits that will be realized from this change*:

Participant-to-Participant JCAFs

Removing the requirement for JCAFs and JCAF signatures between Participants will significantly reduce the administrative burden on Participants and could also lead to reduced FS Deficiencies.

Embedded Load Customers

This NTFP would allow a Participant and its Embedded Load Customer to acknowledge and agree that, solely for the purposes of the WRAP, the former can include the latter's ~~load and resources or~~ contract(s) as part of its FS Demonstration.

Please provide the following information if known and/or available.

1. Any data/information available that would characterize the importance or magnitude of the issue (allows for file attachments):

WRAP Participants have strongly advocated for the removal of the seller signature requirement on Participant-to-Participant JCAFs. As such, WPP proposes to reduce the administrative burden by removing the JCAF and requisite JCAF signature requirement for transactions between Participants. Participant-to-Participant transaction evidencing will instead be moved to the Forward Showing software system. This change is not intended to lower the barrier or create different accreditation requirements for Participants as compared to non-Participants.

Non-Task Force Proposal Request (optional)

A flag as a Non-Task Force Proposal indicates the Concept could be implemented without requiring further development into a Proposal by a Task Force. Please check the box below if you would like this to be considered as a Non-Task Force Proposal

☒ I would like this to be flagged as a Non-Task Force Proposal

Western Resource Adequacy Program

106 Qualifying Contracts

Revision History

Manual Number	Version	Description	Revised by	Date
106	0.1	RAPC Glance Version	Michael O'Brien	3/12/2024
106	0.2	Public Comment Version	Michael O'Brien	3/20/2024
106	0.3	RAPC & PRC Discussion	Michael O'Brien	7/30/2024
106	0.3.1	RAPC Edits	Rebecca Sexton	8/20/2024
106	0.4	RAPC Endorsement	Michael O'Brien	9/4/2024
106	0.5	Board Consideration	Michael O'Brien	9/12/2024
106	1.0	Board Approved	Rebecca Sexton	9/14/2024
106	2.0	Firm Tx TF Updates	Maya McNichol	3/17/2026
106	3.0	Annual BPM Review	Dave Zvareck	3/19/2026
106	3.1	PTP JCAFs/Acknowledgement Agreement	WPP Staff	6/10/2026
<u>106</u>	<u>3.2</u>	<u>Public Comment</u>	<u>WPP Staff</u>	<u>7/27/2026</u>



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106 Qualifying Contracts

1. Introduction

The Qualifying Contracts Business Practice Manual (BPM 106): describes how a contract may be able to receive Qualifying Capacity Contribution (QCC); explains when a Joint Contract Accreditation Form (JCAF) is required for transactions between a Participant and a non-Participant to ensure resources are not double counted and QCC is tracked entering and leaving the WRAP Region; outlines the calculations for determining Net Contract QCC; and explains the process of Resource Adequacy (RA) Transfers (the transfer of QCC) between Participants. In addition, BPM 106 includes attestations required for certain specified Qualifying Contracts.

1.1. Intended Audience

BPM 106 is intended for Western Power Pool (WPP) Western Resource Adequacy Program (WRAP) Participants and other interested individuals or entities. BPM 106 will be particularly useful for individuals responsible for their organization's Forward Showing (FS) Submittal (see *BPM 108 FS Submittal Process*) that need to ensure their organization's Qualifying Contracts are recorded appropriately.

1.2. What You Will Find in This Manual

BPM 106 includes information on contract eligibility, JCAF and other requirements, QCC calculations, and RA Transfers.

1.3. Purpose

BPM 106 provides an overview of Qualifying Contracts and the processes for determining QCCs.

1.4. Definitions

All capitalized terms that are not otherwise defined in this BPM have the meaning set forth in the Tariff or in another BPM.

Resource-Specific Capacity Agreements: Bi-lateral agreements that convey capacity from specific resources from one party to another party.

Contracted Capacity Firm Delivery Point: The point up to which the seller of a Qualifying Contract attests to using or affirms its use of WRAP Qualifying Transmission rights to deliver the energy. This is the point from which the Participant is responsible for mapping transmission to load in the FS Submittal (see BPM 108).

Embedded Load Acknowledgment and Resource Assurance Agreement: An agreement (available on the WPP website) between a WRAP Participant and its Embedded Load Customer that the Embedded Load Customer's load and associated



Embedded Load Qualifying Contract(s) will be included as part of the WRAP Participant's FS Demonstration.

Embedded Load Customer: A WRAP Participant's customer whose load is wholly or partially served through a contract with an entity that is not the WRAP Participant, but whose load and associated Embedded Load Qualifying Contract is included as part of the WRAP Participant's FS Demonstration.

Embedded Load Qualifying Contract: A Resource-Specific Capacity Agreement or System Sale held by a WRAP Participant's Embedded Load Customer, as the buyer, with a third-party supplier, to which the WRAP Participant is not a party, that meets the requirements to be assigned QCC and that the Embedded Load Customer has agreed that the WRAP Participant can include it in the WRAP Participant's FS Demonstration pursuant to an Embedded Load Acknowledgement and Resource Assurance Agreement.

FS Demonstration: As defined in *BPM 108 FS Submittal Process*.

Joint Contract Accreditation Form (JCAF): A standard form available on the Western Power Pool (WPP) website, to be completed by a Participant or an Embedded Load Customer and its third-party supplier, to support ~~its a Participant's~~ claim in an FS Submittal for contracted capacity by demonstrating agreement ~~between the Participant and its selling counterparty~~ regarding details relevant to establishing a Qualifying Capacity Contribution (QCC) value for the capacity contract.

Qualifying Contract: A contract that meets the requirements to be assigned a QCC.

Resource Adequacy Transfer (RA Transfer): The transfer of QCC from one Participant to another in accordance with the requirements of the Tariff and BPM 106.

2. Background

A Participant's FS Submittal shall include a FS Demonstration with the necessary information for each Binding Season to demonstrate the Participant has sufficient capacity and transmission service to satisfy the FS Capacity Requirement and FS Transmission Requirement (see *BPM 108 FS Submittal Process*). The FS Demonstration will include the Participant's demonstration of QCC to meet its FS Capacity Requirement, which can be from Qualifying Resources and from Net Contract QCC. Net Contract QCC may be either positive or negative, to take account of, for example, a Participant's agreements for the sale of capacity to any other party. BPM 106 provides implementing details and supporting requirements to determine the QCC associated with a capacity contract. Note that while contract QCC in the FS Submittal is based on availability



during Capacity Critical Hours (CCH), the Operations Program assumes monthly FS Capacity Requirement is met each hour of the Preschedule Day.

JCAF requirements for Resource-Specific Capacity Agreements and Systems Sales are also explained: ~~for contracts between Participants (to allow QCC to be tracked within the WRAP Region),~~ for contracts from Participants to non-Participants (to track QCC leaving the WRAP Region), and for contracts from non-Participants to Participants (to track QCC entering the WRAP Region). BPM 106 also describes how a Participant can transfer some of its Portfolio QCC to help meet another Participant's FS Capacity Requirement via an RA Transfer. A JCAF is not required for contracts between Participants as QCC within the WRAP Region will be tracked through Participants' FS Demonstrations.

A Participant including an Embedded Load Qualifying Contract in its FS Demonstration via an Embedded Load Acknowledgement and Resource Assurance Agreement will also be required to submit a JCAF with the seller to the Embedded Load Customer as described below.

3. Contracts Eligible for QCC value

In accordance with the Tariff, two distinct categories of capacity agreements can qualify to provide QCC: Resource-Specific Capacity Agreements and System Sales.

3.1. Resource-Specific Capacity Agreements

A Resource-Specific Capacity Agreement (for a resource, or group of resources of the same resource type, or percentage contracted of a resource or group of resources of the same resource type) qualifies to provide a QCC if:

- i) the contract is specific to an identified generating resource or group of resources;
- ii) there is an assurance that the generating capacity will not be used for another entity's FS Capacity Requirement or to meet the requirements of any other resource adequacy program;
- iii) there is an assurance that the supplier will not fail to deliver in order to meet other commercial obligations;
- iv) there is an affirmation that the energy will be delivered on WRAP Qualifying Transmission from the resource to an identified Contracted Capacity Firm Delivery Point; and

- v) the identified resource meets the QCC accreditation requirements for its resource type.

The QCC associated with a Resource-Specific Capacity Agreement will be calculated as equivalent to the QCC of the resource(s) identified for the agreement. Resource(s) associated with a Resource-Specific Capacity Agreement must be registered consistent with *BPM 105 Qualifying Resources*. Participants unable to provide sufficient information to fully register the resource may have limitations on the amount of QCC that can be claimed (see *BPM 105* for additional information). Each Resource-Specific Capacity Agreement must have an associated and identified Contracted Capacity Firm Delivery Point acknowledged by the seller and buyer, or able to be inferred via a review of the power purchase agreement, depending upon the demonstration required as noted in sections below. If the Contracted Capacity Firm Delivery Point is not at a location sufficient to demonstrate firm deliverability from the identified resource to the Participant's load, then the Participant shall make such additional showings of WRAP Qualifying Transmission as necessary to ensure it meets its Forward Showing Transmission Requirement (see *BPM 108 Forward Showing Submittal Process*). A Participant seeking QCC for a Resource-Specific Capacity Agreement [with a non-Participant](#) must include a JCAF and/or other attestation, as applicable, as described below and summarized in Section 4.

3.1.1. Participant-Buyer – Participant Seller

A JCAF for a Resource-Specific Capacity Agreement where both buyer and seller are Participants [is not required, as QCC within the WRAP Region will be tracked through Participants' FS Demonstrations](#) ~~allows QCC to be tracked within the WRAP Region. In lieu of a JCAF, Participant buyers are required to enter Qualifying Contract information in the WRAP Forward Showing software system. Both the Participant buyer and Participant seller of a Qualifying Contract are required to confirm within the Forward Showing software system that the resource(s) identified, the QCC values being claimed, and other supporting information is accurate. Additionally, Participant sellers must attest to having WRAP Qualifying Transmission rights to deliver the capacity to the identified Contracted Capacity Firm Delivery Point, or that such capacity will be deliverable to the identified Contracted Capacity Firm Delivery Point on a path with counterflow from a Qualifying Resource to load on WRAP Qualifying Transmission rights. The amount of QCC matches the resource(s) identified and agreed to in the JCAF without the need for the Program Operator to review the contract. This scenario requires an initial one-off JCAF signed by both the Participant buyer and seller, and then an annual attestation signed by the Participant buyer that the contract has not changed (see Appendix C – Attestation in lieu of an Annual JCAF).~~



3.1.2. Participant-Buyer – Non-Participant Seller

For scenarios where a Participant is the buyer of a Resource-Specific Capacity Agreement but a non-Participant is the seller, a demonstration is required to track QCC entering the WRAP Region. BPM 106 considers three sub-scenarios:

- i) No JCAF is necessary for Participants required to purchase energy from a resource as available from such resource, including but not limited to a qualifying facility as defined under the Public Utility Regulatory Policies Act ([PURPA](#)), and purchasing 100% of that output (referred to as “100% off take and must take” in Table 1). In lieu of a JCAF, the Participant must attest that it is receiving 100% of the output of such resource and is unable to decline any of it (see Appendix D – Attestation for 100% Off-Take, Must Take Resources).
- ii) For Participants voluntarily purchasing 100% of the output of a resource (i.e. not “must take” and referred to as “100% off take” in Table 1):
 - When a Participant first claims the capacity or experiences a change in the terms of the power purchase agreement, the Participant buyer may demonstrate the terms in Section 3.1 are met by providing either:
 - A JCAF completed by the Participant buyer and supported by language from the executed power purchase agreement; Participants will provide the Program Operator a copy of the agreement annotated to identify terms relevant to supporting the terms in Section 3.1 (commercial terms related to pricing may be redacted). If the Program Operator determines that any terms within the agreement make it such that the agreement cannot meet any of the requirements in Section 3.1, that agreement will not qualify to provide QCC; or
 - A JCAF completed and signed by both the Participant buyer and the non-Participant seller, including a seller attestation as provided in Appendix B – JCAF: Non-WRAP Participant Seller’s Attestation.
 - In years following the first year, the Participant buyer may make an annual attestation that the terms of the contract have not changed (see Appendix C – Attestation in lieu of an Annual JCAF).
- iii) For contracts in which the buyer is purchasing less than 100% of the output of a resource,

- When a Participant first claims the capacity or experiences a change in the terms of the power purchase agreement, the Participant buyer will demonstrate the terms in Section 3.1 are met by providing a JCAF completed and signed by both the Participant buyer and the non-Participant seller, including a seller attestation as provided in Appendix B – JCAF: Non-WRAP Participant Seller’s Attestation.
- In years following the first year, the Participant buyer will make an annual attestation that the terms of the contract have not changed (see Appendix C – Attestation in lieu of an Annual JCAF).

3.1.3. *Non-Participant-Buyer –Participant Seller*

A Resource-Specific Capacity Agreement where a non-Participant is the buyer and the seller is a Participant requires a JCAF to track QCC leaving the WRAP Region. The amount of QCC matches the resource(s) identified and agreed to in the JCAF without the need for the Program Operator to review the contract. This scenario requires a JCAF signed by both the Participant seller, and then an annual attestation by the Participant seller that the contract has not changed (see Appendix C – Attestation in lieu of an Annual JCAF).

3.2. System Sale

A Participant that is part of a System Sale (whether as buyer or seller) with a non-Participant must provide a JCAF and/or other attestation, as applicable, as described in Section 4 of this BPM so QCC can be tracked ~~within the WRAP Region (Participant Buyer – Participant Seller)~~, entering the WRAP Region (Participant Buyer – non-Participant Seller); and leaving the WRAP Region (non-Participant Buyer – Participant Seller). Each System Sale must have an associated and identified Contracted Capacity Firm Delivery Point acknowledged by the seller and buyer. If the Participant is the buyer and the Contracted Capacity Firm Delivery Point is not at a location sufficient to demonstrate firm deliverability from the identified resource to the Participant’s load, then the Participant shall make such additional showings of WRAP Qualifying Transmission as necessary to ensure it meets its Forward Showing Transmission Requirement (see *BPM 108 Forward Showing Submittal Process*).

3.2.1. *Participant Buyer – Participant Seller*

A JCAF for a System Sale where both buyer and seller are Participants is not required as QCC within the WRAP Region will be tracked through Participants’ FS Demonstrations. In lieu of a JCAF, Participant buyers are required to enter Qualifying Contract information in the WRAP Forward Showing software system. Both the Participant buyer and Participant seller of a Qualifying Contract are required to confirm within the Forward Showing software system that the QCC value(s) being claimed and other



supporting information is accurate. The QCC will accrue to the purchasing Participant's FS Submittal, and the selling Participant will debit the QCC available from its Qualifying Resources associated with the System Sale as reported in its FS Submittal (see *BPM 108 FS Submittal Process*).

Participant sellers must attest to having WRAP Qualifying Transmission rights to deliver the capacity to the identified Contracted Capacity Firm Delivery Point, or that such capacity will be deliverable to the identified Contracted Capacity Firm Delivery Point on a path with counterflow from a Qualifying Resource to load on WRAP Qualifying Transmission rights. ~~A System Sale where buyer and seller are Participants will require a JCAF to track QCC within the WRAP Footprint for the first FS Demonstration claiming the System Sale. Subsequent FS Demonstrations will require an attestation by the Participant buyer (see Appendix C – Attestation in Lieu of an Annual JCAF) updated at least once every Forward Showing Year. The QCC of such a System Sale will match the MW value of the agreement as reported in the jointly signed JCAF signed by the buyer, acknowledged by both Participants in their FS Demonstrations, without the need for the Program Operator to review the contract between Participants. The QCC will accrue to the purchasing Participant's FS Submittal, and the selling Participant will debit the QCC available from its Qualifying Resources associated with the System Sale as reported in its FS Submittal (see *BPM 108 FS Submittal Process*).~~

3.2.2. Participant Buyer – Non-Participant Seller

A System Sale for which a Participant is a buyer, but a non-Participant is the seller, will require a jointly signed JCAF (updated at least once every Forward Showing Year) to track QCC entering the WRAP Region and be assigned a QCC upon demonstration of the following supporting conditions:

- i) the system capacity sold is surplus to the seller's needs to meet its own loads and other obligations (as attested to with Appendix B – JCAF: Non-Participant Seller's Attestation);
- ii) there is an assurance that the seller will not fail to deliver to meet other commercial obligations; and
- iii) there is an affirmation that the energy will be delivered on WRAP Qualifying Transmission rights from the resource to the Contracted Capacity Firm Delivery Point.

Resources associated with qualified System Sales from sellers that are not Participants do not have to be registered unless the Participant buyer is seeking allocation of



over/under performance or forced outages in the Operations Program (see variable output System Sales in Section 4.1).

3.2.3. *Non-Participant Buyer – Participant Seller*

A System Sale where a non-Participant is the buyer and the seller is a Participant will require an initial JCAF signed by the Participant seller for the first FS Demonstration claiming the System Sale to track QCC leaving the WRAP Region. Subsequent FS Demonstrations will require an attestation by the Participant seller (see Appendix C – Attestation in Lieu of an Annual JCAF) updated at least once every Forward Showing Year. The Participant seller will debit the QCC available from its Qualifying Resources associated with the System Sale as reported in its FS Submittal (see *BPM 108 FS Submittal Process*). The QCC of such a System Sale will match the MW value of the agreement as reported in the JCAF.

4. Joint Contract Accreditation Forms

~~With limited exceptions~~For Qualifying Contracts with non-Participants, a Participant shall provide a completed JCAF for each Resource-Specific Capacity Agreement (Table 1) and each System Sale (Table 2) included in its FS Submittal. JCAFs allow the QCC of contracts to be agreed between Participants and non-Participants ~~buyer and seller~~ while avoiding the need for contracts to be reviewed and evaluated by the WRAP. JCAFs will be validated by the Program Administrator and the Program Operator; validation may require additional supporting information from Participants, as determined by the Program Administrator or Program Operator. The JCAF is available on the WPP website and includes sufficient information for the Program Operator to determine the QCC value of the contract. Signatories to the JCAF vary depending upon circumstance, but JCAFs will always be signed by the Participant using the JCAF for demonstration in its FS Submittal. The intent of the JCAF is to ensure capacity is not double counted and that QCC is tracked entering, ~~transferring within~~, and leaving the WRAP Region. The JCAF is intended to be used for Participant-to-Participant transactions as well as transactions made by Participants with external parties ~~for capacity to meet Participants' FS Capacity Requirement~~. For any Participant-to-Participant transactions, a JCAF will only have to be signed by the buyer, with the details of the transaction will be acknowledged by the buyer and seller through its/their FS Demonstrations, including an attestation by the seller of the required WRAP Qualifying Transmission.

Table 1 and Table 2 below show which types of agreements require a JCAF, how frequently a JCAF must be submitted to ensure it is current, and which other forms of attestation may be required in addition to or in lieu of a JCAF, in certain circumstances.

4.1. Allocation of Over/Under Performance or Forced Outages in the Operations Program

In the Operations Program a Participant may be exposed to the impact of contract over/under performance or associated forced outages depending upon the transaction type (for more details see *BPM 202 Sharing Calculation Inputs*). A Participant buyer must identify a contract's transaction type in the JCAF based on the guidance below and indicate whether the Participant buyer assumes the risk associated with under/over performance and forced outages and therefore be allocated those impacts in the Operations Program.

- For Resource-Specific Capacity Agreements any associated over/under performance or forced outages in the Operations Program are allocated to the Participant buyer.
- For fixed output System Sales any associated over/under performance or forced outages in the Operations Program remain allocated to the Participant seller.
- For variable output System Sales any associated over/under performance or forced outages in the Operations Program are allocated to the Participant buyer provided the identified resources meet the QCC accreditation requirements for their resource type.

Table 1 – Resource Specific Capacity Agreements - JCAF and Similar Attestation Requirements and Frequency

		Buyer	
		Participant	Non-Participant
Seller	Participant	JCAF must be provided first time a contract is claimed; JCAF must be signed by both Participant buyer and Participant seller in its FS Demonstration. No updated JCAF need be submitted thereafter, but the Participant buyer must provide the attestation shown in Appendix C with each subsequent FS Demonstration, updated at least once per Forward Showing Year. JCAF not required. Resource information, transaction details, attestations, and acknowledgments captured through Participants' FS Demonstrations.	JCAF must be provided for new or updated contracts; JCAF must be signed by the Participant seller. No updated JCAF need be submitted thereafter if contract terms are unchanged, but the Participant seller must provide the attestation shown in Appendix C with each subsequent FS Demonstration, updated at least once per Forward Showing Year.
	Non-Participant	100% off take and must take (i.e., PURPA Resources) No JCAF necessary. Participant buyer must submit Attestation provided in Appendix D.	For Embedded Load Qualifying Contracts, the Embedded Load Customer must supply Participant with a JCAF that is executed with the Embedded Load Customer's third-party supplier. In first year claimed, or when contract terms change, provide JCAF signed by both Embedded Load Customer and third-party supplier. No updated JCAF need be submitted thereafter if terms are unchanged, but the Embedded Load Customer must provide the Participant with the attestation shown in Appendix C with each subsequent FS Demonstration, updated at least once per Forward Showing Year.
		100% off take In first year contract is claimed, or when contract terms change, provide <i>either</i>: - JCAF signed by both Participant buyer and non-Participant seller, <i>or</i>, - JCAF signed by buyer and supported by an executed power purchase agreement. No updated JCAF need be submitted thereafter if terms are unchanged, but the Participant buyer must provide the attestation shown in Appendix C with each subsequent FS Demonstration, updated at least once per Forward Showing Year.	
		Less than 100% off take In first year claimed, or when contract terms change, provide JCAF signed by both Participant buyer and non-participant seller. No updated JCAF need be submitted thereafter if terms are unchanged, but the Participant buyer must provide the attestation shown in Appendix C with each subsequent FS Demonstration, updated at least once per Forward Showing Year.	

Table 2 - System Sales - JCAF and Similar Attestation Requirements and Frequency

		Buyer	
		Participant	Non-Participant
Seller	Participant	JCAF must be provided the first time a contract is claimed; JCAF must be signed by both Participant buyer and Participant seller in its FS Demonstration. No updated JCAF need be submitted thereafter, but the Participant buyer must provide the attestation shown in Appendix C with each subsequent FS Demonstration, updated at least once per Forward Showing Year. JCAF not required. Transaction details, attestations, and acknowledgments captured through Participants' FS Demonstrations.	JCAF must be provided for new and updated contracts; JCAF must be signed by the Participant seller. No updated JCAF need be submitted thereafter, but the Participant seller must provide the attestation shown in Appendix C with each subsequent FS Demonstration, updated at least once per Forward Showing Year.
	Non-Participant	JCAF required with each FS Demonstration, updated at least once per Forward Showing Year signed by both non-Participant seller and Participant buyer, including attestation by non-Participant seller shown in Appendix B.	<u>For Embedded Load Qualifying Contracts, the Embedded Load Customer must supply Participant with a JCAF that is executed with the Embedded Load Customer's third-party supplier.</u> <u>JCAF between Embedded Load Customer and its third-party supplier required with each FS Demonstration, updated at least once per Forward Showing Year, signed by Embedded Load Customer and its third-party supplier, including the attestation by third-party supplier shown in Appendix B.</u>

The JCAF includes a seller's transmission attestation (for ~~both Participants and~~ non-Participant sellers), in the form shown in Appendix A to this BPM, to affirm the contracts meet the transmission requirements for Resource-Specific Capacity Agreements and System Sale found in Sections 3.1 and 3.2 of this BPM. The JCAF also



includes a non-Participant seller's attestation that a System Sale meets the requirements of Section 3.2, in the form shown in Appendix B to this BPM.

While a JCAF is not required for Participant-to-Participant transactions, Participant sellers must complete the Seller's Transmission Attestation for Participant-to-Participant transactions found in Appendix A.1. A Participant seller may submit a single Seller's Transmission Attestation covering all of its Participant-to-Participant Qualifying Contract sales provided the attestation is uploaded to each corresponding transaction in the Forward Showing software system.

If the seller is a:

~~Participant; or~~

non-Participant in a Resource-Specific Capacity Agreement as to which there is a 100% off-take obligation for the identified resource~~;~~

then the Participant buyer need only submit a JCAF the first time a contract is claimed, but will subsequently be required to complete the attestation in the form shown in Appendix C to this BPM as part of its FS Submittal each year thereafter during the life of the contract, attesting that the contract still meets the requirements affirmed in the JCAF.

5. Calculating Net Contract QCC

The Net Contract QCC for a Participant will be calculated by the Program Operator using the FS Submittal. The Net Contract QCC is a monthly value equal to the sum of the Participant's contract QCCs. In terms of a Participant's monthly QCCs, import contracts (purchases) are additive while exports (sales) are subtractive. The Net Contract QCC may be positive (net supply of capacity) or negative (net obligation of capacity). The Net Contract QCC formula is as follows:

$$\text{Net Contract QCC} = \sum \text{QCC of all Participant qualified contracts}$$

Firm capacity sales by a Participant to parties outside the WRAP Region must be declared and included as a capacity obligation in the Participant's FS Submittal. Non-firm capacity exports will not be deducted from a Participant's FS portfolio but must be curtailable in the operational timeframe, i.e. they must still be curtailable after the determination of any Sharing Event in the Operations Program (*see BPM 201 Operations Timeline*).

6. Embedded Load Qualifying Contracts

An Embedded Load Qualifying Contract may be used by a Participant to demonstrate QCC in its FS Submittal. In this circumstance, the Embedded Load Customer has entered into an agreement with a third party for capacity through a Resource-Specific Capacity Agreement or System Sale, the Participant includes the Embedded Load Customer's load in its FS Submittal, and the Participant relies on such contracted capacity to meet its FS Capacity Requirement as provided herein.

To qualify as an Embedded Load Qualifying Contract, the underlying capacity contract must be held by an Embedded Load Customer of the Participant, and the Participant is not a signatory to such contract.

For an Embedded Load Qualifying Contract to qualify to provide QCC, the Participant must demonstrate that:

- i) the Embedded Load Customer has a contractual right to capacity through a Resource-Specific Capacity Agreement or System Sale under an executed JCAF with a third-party;
- ii) there is an assurance that the capacity associated with the Embedded Load Customer's contract will not be used for another entity's FS Capacity Requirement or to meet the requirements of any other resource adequacy program;
- iii) there is an assurance that the third-party supplier will not fail to deliver in order to meet other commercial obligations;
- iv) there is an affirmation that the energy associated with such capacity will be delivered on WRAP Qualifying Transmission to an identified Contracted Capacity Firm Delivery Point; and
- v) the Participant has executed an Embedded Load Acknowledgement and Resource Assurance Agreement, demonstrating that the Participant may rely on such capacity to meet the requirements of its FS Demonstration.

A Participant seeking QCC for an Embedded Load Qualifying Contract must include, as part of its FS Submittal (see BPM 108 Forward Showing Submittal Process), a JCAF executed by the Embedded Load Customer and its third-party supplier and an Embedded Load Acknowledgment and Resource Assurance Agreement. The JCAF shall include the applicable attestations necessary to demonstrate that the requirements of this Section are satisfied and remains responsible for ensuring that all information

provided in support of the Embedded Load Qualifying Contract is accurate and sufficient for the Program Operator to determine the applicable QCC value.

6.7. Resource Adequacy Transfers (RA Transfers)

A Participant may agree with another to transfer some of its Portfolio QCC to meet the other Participants' FS Capacity Requirement. Such transfer is available only between WRAP Participants and must be submitted by both Participants to the Program Operator along with the transmission service arrangement(s) between the two Participants' systems supporting such transfer as part of the FS Demonstration as described in the FS Instruction Manual. RA Transfer transmission must be met with WRAP Qualifying Transmission rights from the RA Transfer seller's system to the RA Transfer buyer's load; a Contracted Capacity Firm Delivery point for the RA Transfer must be identified, to which the seller will deliver energy with WRAP Qualifying Transmission and from which the Buyer will be responsible for demonstrating WRAP Qualifying Transmission rights as further detailed in the FS Submittal Instruction Manual and as with other contracts and resources.

Upon verification, each RA Transfer shall result in an adjustment to the Portfolio QCC values of the transferor and transferee Participants. Specifically, the amount of each RA Transfer will be added to the purchasing Participant's Portfolio QCC and subtracted from the selling Participant's Portfolio QCC. The contracts for these transfers will be provided to the Program Operator. For Participants engaged in multiple RA Transfers, as either a purchaser or seller, the overall adjustment to the Participant's Portfolio QCC will be determined by the following formula:

$$\text{Total RA Transfer} = \sum \text{Participant RA transfer contracts}$$

Appendix A – JCAF: Seller’s Transmission Attestation for ~~both Participants and Non-Participants~~

I, the undersigned, who as [title], serve as a senior official of [seller], hereby attest to having WRAP Qualifying Transmission rights to deliver the capacity that is the subject of this Joint Contract Accreditation Form to the identified Contracted Capacity Firm Delivery Point, or that such capacity will be deliverable to the identified Contracted Capacity Firm Delivery Point on a path with counterflow from a Qualifying Resource to load on WRAP Qualifying Transmission rights.

Appendix A.1. – Seller’s Transmission Attestation for Participant-to-Participant Transactions

I, the undersigned, who as [title], serve as a senior official of [seller], hereby attest to having WRAP Qualifying Transmission rights to deliver the capacity to the identified Contracted Capacity Firm Delivery Point(s), or that such capacity will be deliverable to the identified Contracted Capacity Firm Delivery Point(s) on a path with counterflow from a Qualifying Resource to load on WRAP Qualifying Transmission rights, for all Qualifying Contracts listed below.

Appendix B – JCAF: Non-WRAP Participant Seller’s Attestation

I, the undersigned, who as [title], serve as a senior official of [seller], hereby attest that the capacity subject to the contract is not used for another entity’s resource adequacy requirements, is surplus to [seller’s] estimated need and that the energy will not fail to be delivered in order to meet [seller’s] other commercial obligations.

Appendix C – Attestation in lieu of an Annual JCAF

I, the undersigned, who as [title], serve as a senior official of [~~Participant buying from another Participant OR~~ Participant selling to a non-Participant OR Participant buying resource-specific contract from a non-Participant OR Embedded Load Customer buying from a third-party supplier], hereby attest that terms of the contract between [seller] and [buyer] with Contract ID [identifying # from Participant’s FS Submittal] have not changed since the latest review (JCAF or power purchase agreement review) on [date of last demonstration].

Appendix D – Attestation for 100% Off Take, Must Take Resources

I, the undersigned, who as [title], serve as a senior official of [Participant], hereby attest that any resources claimed within [Participant’s] FS Submittal that are not owned and operated by [Participant] are resources where [Participant] receives 100% of the output of the resource without an option to decline to take any of such output.

Revision History:

Version	Description	Revised by	Date
0	Initial post-BPM 106 Approval Draft		9/27/2024
1.0	Format and layout improvements. No additional requirements were introduced. Added clarifying edits in the Instructions. Adjusted Transaction Types drop-down menu to display the 2 options listed in BPM 106	WPP	6/20/2025
2.0	Edited in response to 2026-NTFP-03	WPP	6/10/2026
2.1	Edits in response to 2026-NTFP-03 Public Comment	WPP Staff	7/27/2026

NOTE: Any prior version of this JCAF submitted for FS Submittals before the effective date of the current version will be deemed accepted. No further action or resubmission is required.

Joint Contract Accreditation Form

Western Resource Adequacy Program

Purpose:

As described in *Business Practice Manual 106 Qualifying Contracts* (BPM 106), this Joint Contract Accreditation Form (JCAF) is for Participants in the Western Resource Adequacy Program (WRAP) to support their claim to contracted capacity when meeting their monthly Forward Showing (FS) Capacity Requirements and FS Transmission Requirements in a Forward Showing submission.

JCAFs allow the QCC of contracts with non-Participants to be agreed between buyer and seller while avoiding the need for contracts to be reviewed, evaluated and validated by the Program Administrator and the Program Operator; validation may require additional supporting information from Participants, as determined by the Program Administrator or Program Operator. A JCAF is not required for contracts where both buyer and seller are Participants as QCC within the WRAP Region will be tracked through Participants' FS Demonstrations. In lieu of a JCAF, Participant buyers are required to enter Qualifying Contract information in the WRAP Forward Showing software system. Both the Participant buyer and Participant seller of a Qualifying Contract are required to confirm within the Forward Showing software system that the QCC value(s) being claimed and other supporting information is accurate.

When required, the JCAF demonstrates agreement between a WRAP Participant and their non-Participant counterparty regarding details of agreements relevant to establishing Qualifying Capacity Contribution (QCC) value for contracts. Per BPM 106, with limited exceptions, a Participant shall provide a completed JCAF for each Resource-Specific Capacity Agreement and each System Sale it has with a non-Participant included in its FS Submittal.

Furthermore, BPM 106 provides specific details for under which circumstances and how often a JCAF is required and whether ~~non-Participant seller~~ signatures are necessary.

In summary, when a JCAF is required the relevant signatures in Section 1 of the JCAF are necessary as described in the Instructions section below.

Instructions:

Signatories to the JCAF vary depending upon circumstance, but when required, JCAFs will always be signed by the Participant using the JCAF for demonstration in its FS Submittal unless both parties are Participants, in which case the contents of the JCAF will be acknowledged as part of the Participants' FS Demonstrations, including the seller's attestation of WRAP Qualifying Transmission up to the Contracted Capacity Firm Delivery Point (CCFDP). The JCAF also allows WRAP to ensure capacity is not double counted and that QCC is tracked entering, ~~transferring within~~, and leaving the WRAP Region. The JCAF is intended to be used for Participant to Participant transactions as well as transactions made by Participants with external parties (i.e., non-Participants) for capacity to meet Participants' FS Capacity Requirements. The JCAF contains the following sections:

SECTION 1.1:

SECTION 1.1 CONTRACT DETAILS

<u>Transaction Type:</u>	<u>System Sale</u>
<u>Description:</u> <u>(optional)</u>	

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Western Resource Adequacy Program

<u>Contracted Capacity Firm Delivery Point :</u>								
<u>Contract Term</u>								
<u>Start Date:</u>	<u>Click or tap to enter a date.</u>	<u>End Date:</u>	<u>Click or tap to enter a date.</u>					
<u>Contract Value (QCC MW)</u>	<u>Summer</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>			
	<u>Winter</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>		

SECTION 1.2:

SECTION 1.2 NON-WRAP PARTICIPANT SELLER ATTESTATIONS

SECTION 1.3:

SECTION 1.3 SIGNATURES

SECTION 2

SECTION 2: ADDITIONAL CONTRACT INFORMATION

Sections 1.1, 1.2 & 1.3 Instructions:

When a JCAF is required to validate a Qualifying Contract in a Participant's FS Submittal (per the requirements set forth in BPM 106), Sections 1.1, 1.2 & 1.3 must be completed and signed by the appropriate parties, as identified below:

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Western Resource Adequacy Program

Transaction Type	Parties and Off-take (Section 1.1)	Seller Transmission Attestation (Section 1.2)	Non-WRAP Participant Seller Attestation (Section 1.2)	Affirmation of Contract Details (Section 1.3)
Resource Specific ¹	Participant Seller / Participant Buyer	Seller signs unless CCFDP is busbar*	Not required	Both buyer and seller sign Forward Showing Demonstration*
	Participant Seller / Non-Participant Buyer	Not required	Not required	Seller Participant signs
	Non-Participant Seller / Participant Buyer <i>100% of the resource's output is purchased by the buyer</i>	Seller signs unless contract is provided or CCFDP is busbar	Seller signs unless contract is provided	Buyer signs: seller signs unless contract is provided
	Non-Participant Seller / Participant Buyer <i>Less than 100% of the resource's output is purchased by the buyer</i>	Seller signs unless CCFDP is busbar	Seller signs	Both buyer and seller sign
System Sale ²	Participant Seller / Participant Buyer	Seller signs*	Not required	Both buyer and seller sign Forward Showing Demonstration*
	Participant Seller / Non-Participant Buyer	Not required	Not required	Seller Participant signs
	Non-Participant Seller / Participant Buyer	Seller signs	Seller signs	

* [The contents of the JCAF will be acknowledged by both Participants as part of their FS Demonstrations, including a single seller's attestation of WRAP Qualifying Transmission up to the CCFDP \(unless CCFDP is the generator busbar\) accompanied by a list of all applicable Qualifying Contracts.](#)

WRAP Participants and selling counterparties must identify a point where the contract is deliverable on WRAP Qualifying Transmission. If the contract does not include such transmission, the point identified for WRAP transmission demonstration purposes may be different than the point of receipt identified in the contract itself (e.g. if the contract includes non-firm transmission to some point, the ~~Contracted Capacity Firm Delivery Point (CCFDP)~~ in the JCAF may be identified as the generator busbar); in such a situation, ~~neither the "Seller's Transmission Attestation for Non-Participants" nor the "Seller's Transmission Attestation for both Participants and Non-Participants"~~ [neither the "Seller's Transmission Attestation for Non-Participants" nor the "Seller's Transmission Attestation for both Participants and Non-Participants"](#) ~~nor the "Seller Transmission Attestation for Participant-to-Participant Transactions"~~ [nor the "Seller Transmission Attestation for Participant-to-Participant Transactions"](#) is ~~not~~ required.

Section 2 Instructions:

¹ No JCAF is required for contracts where the Participant buyer is required to take 100% of the output of the resource (i.e., PURPA contracts), [also](#) called "[100% off take and must take](#)" contracts in BPM 106.

² Expectations for RA Transfers and contracts regarding Contingency Reserves obligations are the same as those for System Sales.

This section is to be filled out by the WRAP Participant (buyer/seller) only. The information entered in Section 2 is intended for verification purposes with the associated FS Submittal data reviewed by the Program Administrator and Program Operator.

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Joint Contract Accreditation Form

Western Resource Adequacy Program

SECTION 1.1:

“CONTRACT DETAILS”

All information is required unless specifically called out as optional.

Buyer:	[Entity Name]
Phone: (Optional)	
Email: (Optional)	
WRAP Participant? ☐	

Seller:	[Entity Name]
Phone: (Optional)	
Email: (Optional)	
WRAP Participant? ☐	

Complete this table if Resource-Specific Qualifying Contract

Transaction Type:		Resource-Specific					
Description: (optional)							
Contracted Capacity Firm Delivery Point ³:							
<u>Contract Term</u>							
Start Date:	Click or tap to enter a date.			End Date:	Click or tap to enter a date.		
Contract Value (% of nameplate) ⁴	Summer	June		July		Aug	
	Winter	Nov		Dec		Jan	
		Feb		Mar			

Complete this table if System Sale Qualifying Contract

³ WRAP Participants and selling counterparties must identify a point where the contract is deliverable [on](#) WRAP Qualifying Transmission. If the contract does not include such transmission, the point identified for WRAP transmission demonstration purposes may be different than the point of receipt identified in the contract itself (e.g., if the contract includes non-firm transmission to some point, the [Contracted Capacity Firm Delivery Point](#) (CCFDP) in the JCAF may be identified as the generator busbar).

⁴ [For System Sale, enter monthly values in MW. For Resource Specific, enter monthly values as % of nameplate.](#) Mark “n/a” for months the contract is not applicable.

Joint Contract Accreditation Form

Western Resource Adequacy Program

<u>Transaction Type:</u>		<u>System Sale</u>						
<u>Description:</u> <i>(optional)</i>								
<u>Contracted Capacity Firm Delivery Point</u> ⁵ :								
<u>Contract Term</u>								
<u>Start Date:</u>	Click or tap to enter a date.		<u>End Date:</u>	Click or tap to enter a date.				
<u>Contract Value</u> <u>(QCC MW)</u> ⁶	<u>Summer</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>			
	<u>Winter</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>		

SECTION 1.2:

"SELLER ATTESTATIONS" ⁷ (if applicable)

Seller's Transmission Attestation for ~~both Participants and Non-Participants~~

I, the undersigned, who as [title], serve as a senior official of [seller], hereby attest to having WRAP Qualifying Transmission rights to deliver the capacity that is the subject of this Joint Contract Accreditation Form to the identified Contracted Capacity Firm Delivery Point or that such capacity will be deliverable to the identified Contracted Capacity Firm Delivery Point on a path with counterflow from a Qualifying Resource to load on WRAP Qualifying Transmission rights.

Seller Signature⁸:

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____

Date: _____

⁵ WRAP Participants and selling counterparties must identify a point where the contract is deliverable on WRAP Qualifying Transmission. If the contract does not include such transmission, the point identified for WRAP transmission demonstration purposes may be different than the point of receipt identified in the contract itself (e.g., if the contract includes non-firm transmission to some point, the CCFDP in the JCAF may be identified as the generator busbar).

⁶ Mark "n/a" for months the contract is not applicable.

⁷ Seller's signature required only if applicable. See BPM 106 for when these attestations are required.

⁸ If the Seller's signature is not required for the "Seller's Transmission Attestation for both Participants and Non-Participants" and the "Non-WRAP Participant Seller Attestation" below, please mark "n/a" in the signature and date fields.

Seller's Transmission Attestation for Participant-to-Participant Transactions

I, the undersigned, who as [title], serve as a senior official of [seller], hereby attest to having WRAP Qualifying Transmission rights to deliver the capacity to the identified Contracted Capacity Firm Delivery Point(s), or that such capacity will be deliverable to the identified Contracted Capacity Firm Delivery Point(s) on a path with counterflow from a Qualifying Resource to load on WRAP Qualifying Transmission rights, for all Qualifying Contracts listed below.⁹

Seller Signature¹⁰:

By:

(Signature)

Name:

(Print Name)

Title:

Date:

Non-WRAP Participant Seller Attestation

I, the undersigned, who as [title], serve as a senior official of [seller], hereby attest that the capacity subject to the contract is not used for another entity's resource adequacy requirements, is surplus to [seller's] estimated need, and that the energy will not fail to be delivered in order to meet [seller's] other commercial obligations.

Seller Signature⁶Signature¹⁰:

By:

(Signature)

Name:

(Print Name)

Title:

Date:

SECTION 1.3:

⁹ Participant seller may submit a single Seller's Transmission Attestation covering all of its Participant-to-Participant Qualifying Contract sales provided the attestation is uploaded to each corresponding transaction in the Forward Showing software system.

¹⁰ If the Seller's signature is not required, please mark "n/a" in the signature and date fields.

Joint Contract Accreditation Form

Western Resource Adequacy Program

"SIGNATURES"¹¹

Affirmation of Contract Details: Signatures below indicate that all information provided above is accurate and complete (see instructions and BPM 106 for information on when these signatures are required).

Buyer Signature

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____

Date: _____

Seller Signature

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____

Date: _____

¹¹ Signatures not required for JCAFs in which both Buyer and Seller are WRAP Participants. In such a scenario the contents of the JCAF will be acknowledged as part of the Participants' FS Demonstrations, including the seller's acknowledgment of WRAP Qualifying Transmission up to the CCFDP.

SECTION 2

“ADDITIONAL CONTRACT INFORMATION”

Contract or Resource Identifier(s)¹²:	
Transaction Specifics:	Choose an item.
Comments: (optional, unless “Other” is selected)	
Contract provided¹³:	Choose an item.
Risk of Over/Under Performance Assumed by Purchaser:	Choose an item.
Risk of Forced Outages Assumed by Purchaser:	Choose an item.
Contingency Reserve Obligation Assumed by Purchaser:	Choose an item.

¹² Must match information provided in Forward Showing Data Submittal. ~~For System Sales that only include a subset of a Participant’s registered resources, list all Resource Identifiers.~~

¹³ Optional unless (i) Participant buyer is the only one who signed the JCAF (i.e., Non-Participant Seller did not sign), (ii) RA Transfer.

**EMBEDDED LOAD ACKNOWLEDGMENT
AND RESOURCE ASSURANCE AGREEMENT
BY AND AMONG
[ENTITY]
AND [PARTICIPANT]
REGARDING WESTERN RESOURCE ADEQUACY PROGRAM**

Through this Embedded Load Acknowledgement and Resource Assurance Agreement (the “Assurance Agreement”), [Entity Name] (“Entity”) and [Participant] (“Participant”) acknowledge and agree that, solely for purposes of Participant’s participation in the Western Resource Adequacy Program (“WRAP”) administered by Northwest Power Pool d/b/a Western Power Pool (“WPP”), Participant and Entity intend for Participant to include Entity’s load, identified as [Identify Entity’s Load, including location and size] (“Covered Load”) as part of Participant’s load for WRAP purposes. Participant and Entity also agree for Participant to utilize Entity’s identified resource or contract dedicated to serving that Covered Load, identified as [Identify Resource/Contract] (“Covered Resource”), as part of Participant’s WRAP participation and that Entity will take certain steps to assure the Covered Resource is both eligible and available for WRAP purposes, as detailed below.

RECITALS

WHEREAS, WPP is the Program Administrator for the Federal Energy Regulatory Commission (“FERC”) approved WRAP and the Western Resource Adequacy Program Tariff on file at FERC (“WRAP Tariff”); and

WHEREAS, Participant is a [corporate type] incorporated under the laws of [state] with its principal place of business at [address]; and

WHEREAS, Entity is a [corporate type] incorporated under the laws of [state] with its principal place of business at [address]; and

WHEREAS, Participant is a Participant in the WRAP; and

WHEREAS, Participant intends to include Covered Load as part of its load for WRAP purposes and desires to utilize Covered Resource in the WRAP as though they were Participant’s load and resource; and

WHEREAS, Entity acknowledges and agrees to Participant’s use of Covered Load and Covered Resource for WRAP purposes; and

WHEREAS Participant agrees that it accepts all rights and is responsible for all obligations under the WRAP Tariff and Participant’s WRAP Agreement with respect to Covered Load and Covered Resource dedicated to serving Covered Load; and

Assurance Agreement Among [Entity] & [Participant]

Entity agrees to obtain and provide any and all attestations, assurances, and acknowledgements from seller as required under the WRAP Tariff and WPP Business Practice Manuals for Participant's use in its WRAP submissions; and

Entity and Participant, in consideration of the mutual promises and covenants set forth below, the adequacy of which all parties hereby acknowledge, agree to the terms and conditions set forth in this Assurance Agreement.

TERMS OF AGREEMENT

- 1 Purpose of Assurance Agreement.** The purpose of this Assurance Agreement is to set forth the terms and conditions by which Entity authorizes Participant to include Entity's Covered Resource devoted to serving Entity's Covered Load in the WRAP as part of Participant's WRAP participation, and to obtain a QCC value for such Covered Resource in accordance with the WRAP Tariff. Entity and Participant acknowledge that Participant will incur binding obligations under the WRAP Tariff as a result of Participant's inclusion of Entity's Covered Load and Covered Resource in Participant's WRAP submissions.
- 2 Participant's Obligation to Comply with the WRAP Tariff and WRAP Participation Agreement.** Nothing in this Assurance Agreement shall excuse Participant from satisfying all of its obligations under the WRAP Tariff and its WRAP Agreement with respect to all of the resources and loads (including Entity's Covered Load and Covered Resource) that Participant includes in its WRAP submissions.
- 3 Participant's Authority to Include Covered Load and Covered Resource for WRAP Purposes.** Entity appoints Participant as its agent for the sole and limited purpose of allowing Participant to include Entity's Covered Load and Entity's Covered Resource in the WRAP for the purpose of engaging in resource adequacy planning under the WRAP Tariff and Business Practice Manuals, as either may be amended from time to time. Entity agrees that the actions and obligations of Participant in the WRAP with respect to the Covered Load and Covered Resource will be binding on Entity. Participant and Entity acknowledge that Participant includes Covered Load in the total load for which Participant is responsible in its WRAP Forward Showing, and is therefore responsible for all requirements applicable to such load under the WRAP Tariff.
- 4 Dedication of Covered Resource.** Entity agrees that it will not modify, cancel, terminate, or otherwise divert Covered Resource, which is relied upon to serve Entity's Covered Load, without prior written notice to Participant. Entity will notify Participant as soon as practicable *before* any material change occurs in the availability of any generation resource or transmission service relied upon in serving Entity's Covered Load; except that, if a resource or transmission service relied on by Entity to serve Entity's Covered Load experiences an unplanned or forced outage, Entity will inform Participant as soon as Entity learns of such forced outage.
- 5 Performance By Entity.** Entity agrees to obtain all attestations, assurances, and acknowledgements from seller(s) of Covered Resource as required under the WRAP Tariff

Assurance Agreement Among [Entity] & [Participant]

and WPP Business Practice Manuals and to provide such attestations, assurances, and acknowledgments to Participant for inclusion in Participant's WRAP submittals. Entity agrees to provide all information and take all actions reasonably necessary or appropriate for Participant to perform its duties and responsibilities under this Assurance Agreement, the WRAP Tariff, and the WRAP Business Practice Manuals with respect to Entity's Covered Load in accordance with good utility practice. Entity will take all actions necessary to facilitate Participant's compliance with any holdback directives made by WPP to Participant under the WRAP. Entity acknowledges that failure to provide information requested by Participant or take actions as directed by Participant under this Assurance Agreement may result in financial charges assessed against Participant in the WRAP.

- 6 Effectiveness and Duration of Assurance Agreement.** This Assurance Agreement shall become effective upon its execution by all of the named parties, and shall remain in effect so long as (i) Participant remains a WRAP Participant, and (ii) neither party terminates this Assurance Agreement in accordance with Section 7 of this Assurance Agreement or the agreement terminates automatically under Section 7 of this Assurance Agreement.
- 7 Termination.** This Assurance Agreement may be terminated by either party by providing written notice to the other party and to WPP (in accordance with Section 17 of this Assurance Agreement) of its intent to terminate along with the date of such termination, which shall not be earlier than the end of any Binding Season in which Participant has included Covered Resource and Covered Load in its WRAP submissions. Following delivery of the written notice, this Assurance Agreement shall remain in force and effect until the conclusion of any Summer Season or Winter Season for which Participant submitted data in a Forward Showing that included Entity's Covered Load and Covered Resource. Notwithstanding the foregoing, this Assurance Agreement will terminate immediately if Participant at any time ceases to include Covered Load in its WRAP submittals or otherwise disclaims responsibility for Covered Load.
- 8 No Economic Or Commercial Terms; No Third-Party Obligations.** This Assurance Agreement governs only the designation of Participant as limited agent for Entity as described herein for purposes of participation in the WRAP. It does not establish or govern any commercial, financial, or risk allocation arrangements between Participant and Entity with respect to Entity's load, resources, or any other matter. Any such arrangements shall be set forth in separate agreements between Participant and Entity. Nothing in this Agreement shall be construed to create any obligation of WPP with respect to any payment, indemnity, or remedy between Participant and Entity.
- 9 Relationship of Parties.** Nothing contained in this Assurance Agreement shall create or imply any affiliation, partnership, or joint venture between Participant and Entity or between Participant and/or Entity with WPP.
- 10 Force Majeure.** Force Majeure: an event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, pandemic, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation, or restriction imposed by governmental military or lawfully established civilian authorities, or

Assurance Agreement Among [Entity] & [Participant]

any other cause beyond a party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither Participant nor Entity will be considered in default as to any obligation under this Assurance Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, a party whose performance under this Assurance Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Assurance Agreement. Notwithstanding the foregoing, the physical inability to perform because of an event of Force Majeure shall not relieve the party of any financial or other obligations incurred under this Assurance Agreement or the WRAP Tariff.

- 11 Extent of Agreement.** This Assurance Agreement governs the relationship between Participant and Entity only as to the matters contained herein, and does not modify, supersede, or terminate any other agreement between the parties.
- 12 No Conflict.** Each party represents and warrants that the execution, delivery, and performance of this Assurance Agreement does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement of such party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such party or any of its assets. Furthermore, each party hereto represents and warrants to each other party that the person executing this Assurance Agreement on its behalf is authorized to execute this Assurance Agreement and bind such party to its terms, and that such authorization has been made in compliance with all applicable laws, articles of incorporation, bylaws, and resolutions and in a manner that the authorization is binding upon the party.
- 13 Assignment.** This Assurance Agreement may be assigned by any party hereto only with the written consent of the other party, which shall not be unreasonably withheld. Any attempted assignment that violates this section is void and ineffective. Any valid assignment of this Assurance Agreement shall not relieve a party of its obligations, nor shall a party's obligations be enlarged, in whole or in part, by reason thereof. The parties agree that WPP must be provided written notice of any assignment of this Assurance Agreement in accordance with Section 17 of this Assurance Agreement.
- 14 Successors and Assigns.** This Assurance Agreement is binding upon and for the benefit of the parties and their respective successors and assigns.
- 15 Non-Severability.** It is specifically understood and agreed that this Assurance Agreement is an integrated document and that the various terms hereof are not severable without upsetting the balance of consideration achieved among the Parties.
- 16 Captions and Section Headings.** The captions and section headings in this Assurance Agreement are used solely for convenience of reference and shall not be used to interpret or modify this Assurance Agreement.
- 17 Notice to WPP.** Any notice to WPP required under this Assurance Agreement shall be provided via email to the WRAP Director at wrap@westernpowerpool.org as soon as

Assurance Agreement Among [Entity] & [Participant]

practicable but no later than within ten business days of the event triggering the need for notice, and is effective upon confirmation of receipt.

18 WPP Tariff and Filing. Participant and Entity acknowledge and agree that this Assurance Agreement is entered into to meet certain requirements under the WRAP Tariff and that WPP may at its discretion file this agreement with the Federal Energy Regulatory Commission and/or report it in WPP's Electronic Quarterly Report to FERC.

Now therefore, the parties have caused their respective, duly authorized officers or representatives to execute this Assurance Agreement:

For [Participant]:

Name: _____

Signature: _____

Title: _____

Date: _____

For [Entity]:

Name: _____

Signature: _____

Title: _____

Date: _____