

October 26, 2026

The Honorable Debbie-Anne A. Reese
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. ER27-274-000
Tariff Changes to Establish Transition Deficiency Charge Deferral Mechanism

Dear Secretary Reese:

Pursuant to section 205 of the Federal Power Act¹ (“FPA”) and Rule 35.13 of the Federal Energy Regulatory Commission’s (“Commission”) regulations,² Northwest Power Pool d/b/a Western Power Pool (“WPP”), as authorized by its independent Board of Directors, submits proposed revisions to the Western Resource Adequacy Program (“WRAP”) Tariff³ to modify Forward Showing provisions to increase flexibility for Participants to satisfy WRAP obligations over time.⁴ Specifically, the proposed revisions are designed to enable Participants to devote their limited resources toward developing necessary capacity to satisfy their WRAP obligations during the initial binding phase, while

¹ 16 U.S.C. § 824d.

² 18 C.F.R. § 35.13.

³ Western Resource Adequacy Program Tariff of Northwest Power Pool d/b/a Western Power Pool (“Tariff”). References to the Tariff currently in effect are identified as “Tariff” and edits proposed herein are referred to as “Proposed Tariff.” Capitalized terms not defined herein shall have the meaning given in the Tariff. Language pending in other dockets is reflected in italics in the Proposed Tariff. WPP has taken the opportunity of this filing to remove italics from Tariff sections that have since been accepted, where applicable. Sections 1 and 14 of the Tariff were modified in Docket No. ER26-2748-000, which the Commission accepted via letter order on August 19, 2026, to become effective on March 16, 2027. *Nw. Power Pool*, Letter Order, Docket No. ER26-2748-000 (Aug. 19, 2026). Accordingly, WPP includes in this filing clean Tariff sheets for Sections 1 and 14 to be effective on March 16, 2027, that include the revisions proposed in this filing.

⁴ WPP also proposes a minor clean-up edit to the definition of “Discounted Deficiency Charge.” See Proposed Tariff § 1.

still imposing binding Deficiency Charges for Participants who fail to do so. WPP respectfully requests that the Commission find these proposed reforms just and reasonable and establish a December 26, 2026 effective date for these Tariff revisions.

In this filing, WPP proposes the following changes: (1) adding provisions to allow Participants to defer and potentially reduce a portion of their Deficiency Charges during the Transition Period⁵ if certain eligibility requirements are satisfied; (2) removing the “Critical Mass” concept as it has outlived its usefulness and is no longer necessary; and (3) adopting additional revisions to the Forward Showing program related to calculation of Deficiency Charges and mitigating the impacts of potential software system disruptions. Taken together, these reforms strike the appropriate balance between incentivizing Participants to resolve deficiencies in a timely manner and allowing Participants to utilize their capital to support the development of resources to meet their capacity obligations, while addressing certain gaps in the current Tariff. Accordingly, these reforms are just and reasonable and the Commission should accept them.

I. BACKGROUND

A. WPP

WPP is a non-profit, mutual-benefit corporation based in Portland, Oregon that serves as the WRAP Program Administrator.⁶ The WRAP is a Commission-approved resource adequacy program in the Western Interconnection spanning from the Pacific Northwest to the Desert Southwest and portions of the Rocky Mountains, and is a voluntary, proactive, industry-initiated and -led effort developed by a diverse set of Participants and non-Participant stakeholders to meet growing resource adequacy challenges and enhance reliability in the region.⁷ The WRAP is a planning and compliance framework that seeks to leverage regional diversity in resources and load to enhance reliability for all customers across the WRAP Region. The WRAP includes two overarching components—the Forward Showing Program⁸ and the Operations Program.⁹

⁵ Under the Tariff, the Transition Period is currently defined as the period from June 1, 2025, until March 15, 2029. Tariff § 1. The WRAP transitions to binding operations (meaning Participants become responsible for paying any Forward Showing Deficiency Charges) beginning with the start of the 2027-2028 Winter Season. *Id.* § 15.1.

⁶ *Id.* § 2.2.

⁷ *Nw. Power Pool*, 182 FERC ¶ 61,063 (2023) (“WRAP Order”).

⁸ Tariff §§ 13-17.

⁹ *Id.* §§ 18-21.

As relevant here, through the Forward Showing Program, WPP establishes Forward Showing Planning Reserve Margins (“PRM”) based on the Participants’ forecasted peak load using a probabilistic analysis to satisfy a loss of load expectation of not more than one event-day in ten years for each Binding Season. Participants must then demonstrate seven months before the start of each season that they have sufficient qualified capacity resources and transmission to serve their forecasted peak load plus the PRM for each month of that season. Once the WRAP begins binding operations, under the current Tariff construct, WPP will assess significant Forward Showing Deficiency Charges (“Deficiency Charges”) to Participants that fall short of the Forward Showing requirements. These charges are based on a Cost of New Entry calculation with various multipliers, designed to incentivize investment in new resources.

The WRAP is currently in its “non-binding” phase, which requires Participants to engage in the Forward Showing Program and Operations Program, but relieves Participants of Deficiency Charges and certain other obligations. The current Tariff provides for a “Transition Period” through March 15, 2029,¹⁰ which spans both non-binding and binding operations. During the binding portion of this Transition Period, Participants are eligible under existing Tariff provisions to receive an “Excused Transition Deficit” (“ETD”) that results in Discounted Deficiency Charges when a Participant is unable to demonstrate full satisfaction of the Participant’s Forward Showing Capacity Requirement, provided certain conditions are met. These Discounted Deficiency Charges are based on a percentage of the PRM, and are ratcheted down over time and then eliminated entirely at the end of the Transition Period.

B. Binding Transition Challenges

WRAP was developed by, and is administered for, its Participants for the benefit of the entire region. Since the WRAP’s inception, WPP has worked closely with Participants and other regional stakeholders and states to address issues that may prevent these regional benefits from being fully realized. One perennial issue for Participants has been the potential inability to develop and procure sufficient capacity to meet binding Forward Showing obligations within the timeframe for compliance, due to inherent difficulties affecting the industry at large that can lead to individual Participants facing capacity shortages.

When the Commission approved the WRAP in 2023, the Tariff included a non-binding transition to binding operations over a number of years. Non-binding WRAP

¹⁰ Effective March 16, 2027, the end of the Transition Period will become February 28, 2029. *Nw. Power Pool*, Letter Order, Docket No. ER26-2784-000 (Aug. 19, 2026) (accepting changes to the start and end of the Winter Season).

operations began in Winter 2022-2023.¹¹ As originally conceived, the WRAP would begin transitioning to a binding program in the Summer of 2025 and become fully binding on all Participants in Winter 2027-2028.¹² During this transition period, Participants would elect which season to begin binding operations.¹³ This was intended to allow Participants to transition to binding operations as they were ready to meet the WRAP's requirements.

In 2024, a number of Participants began to express concerns about being unable to meet the WRAP's Forward Showing requirements in time for binding operations (then scheduled to start as early as 2025) for reasons beyond their control.¹⁴ As WPP has previously stated, these reasons include "supply chain issues for materials to construct new resources, unanticipated load growth driven primarily by electrification and data center expansion, and extreme weather events that collectively have led to tight supplies and slowed the progress of some Participants."¹⁵ As a voluntary, industry-led, resource adequacy construct, the WRAP will only work with sufficient industry participation across the region. However, the threat of Participants facing immediate, substantial Deficiency Charges due to circumstances beyond their control was disincentivizing WRAP participation. Accordingly, WPP worked with its Participants and other stakeholders through the summer and fall of 2024 to develop a "Revised Transition Plan" to defer fully binding operations from Summer 2025 until the Winter Season for 2027-2028.¹⁶

¹¹ Submission of Tariff to Establish Western Resource Adequacy Program of Northwest Power Pool d/b/a Western Power Pool, Docket No. ER22-2762-000, Transmittal Letter at 6-7 (Aug. 31, 2022) ("WRAP Tariff Filing").

¹² *Id.*, Transmittal Letter at 7.

¹³ *Id.*

¹⁴ Western Resource Adequacy Program, *RAPC Participant Binding Season Letter*, Western Power Pool (Apr. 22, 2024), https://www.westernpowerpool.org/private-media/documents/WRAP_RAPC_Participant_Letter_4_22_24_final.pdf [<https://perma.cc/K7MM-XAZL>] ("Participant Letter"). The Participant Letter cited increasing peak load, more frequent extreme weather, and supply chain issues as key reasons why some Participants needed more time to transition from non-binding to binding WRAP participation. *Id.* at 1.

¹⁵ Proposed Tariff Revisions to Adopt a Revised Transition to a Binding Program of Northwest Power Pool d/b/a Western Power Pool, Docket No. ER25-559-000, at 2 (Nov. 25, 2024) ("Revised Transition Filing").

¹⁶ Revised Transition Filing at 2-3.

WPP proposed the Revised Transition Filing in November 2024 to address these concerns, which included the following package of reforms:

1. Extend the existing Tariff “Transition Period” by one year to March 15, 2029, while not adding additional Non-Binding Seasons;
2. Establish a default first Binding Season for all Participants of Winter 2027-2028;¹⁷
3. Modify eligibility for Discounted Deficiency Charges during the Transition Period and the amount of reduction for which Participants may be eligible for ETDs; and
4. Adopt a definition and concept of “Critical Mass” such that Participants in a Subregion may elect to continue to participate in a non-binding fashion even after the Transition Period if there is insufficient participation of others in that Subregion to warrant Binding operations.¹⁸

For Deficiency Charges, WPP proposed to make an ETD result in a larger reduction to Deficiency Charges for eligible Participants during the early years of the Transition Period and then decrease the discount over time.¹⁹

The concept of Critical Mass was introduced to protect Participants from being subject to binding program obligations (e.g., Deficiency Charges) if a Subregion did not have enough participation to make such participation feasible or sufficiently beneficial. Because even non-binding participation provides value to Participants and increases transparency for the region, Participants decided to allow the opportunity for each individual Participant to elect to continue in non-binding operations if a Subregion should fail to achieve a Critical Mass.²⁰

The overall goal of this set of Tariff changes was to preserve and encourage voluntary participation while maximizing incentives for participants to invest in new resources.

¹⁷ The Revised Transition Filing allowed Participants to opt to choose Summer 2027 as their first Binding Season. *Id.* at 3. However, no Participant elected that option.

¹⁸ *Id.*

¹⁹ *Id.* at 7.

²⁰ *Id.* at 8.

The Commission accepted these reforms as just and reasonable through a Commission Letter Order.²¹

C. Changes in Participation

As part of the compromise between providing flexibility and preserving program integrity with the goal of encouraging continued participation, WPP adopted in the Revised Transition Filing a default first Binding Season for all Participants of Winter 2027-2028.²² Under the Western Resource Adequacy Program Agreement (“WRAPA”) set forth in Attachment A of the Tariff, Participants who wish to exit the program must give two years notice to WPP of their intent to withdraw.²³ This provision, working in concert with the required first Binding Season of Winter 2027-2028 adopted in the Revised Transition Filing meant that any Participant who did not wish to remain in the program upon commencement of binding operations was required to give notice by October 31, 2025. Some Participants opted to provide notice and will withdraw from the WRAP upon the commencement of the 2027-2028 Winter Season, changing the overall composition of the WRAP Region, Subregions, and transmission connectivity among Participants.

In addition, earlier this year, several new load-serving utilities in the Public Service Company of Colorado Balancing Authority Area joined the WRAP effective September 15, 2026, during the lead up to binding operations. Given this timing, these entities intend to start participating in the WRAP beginning with the 2027 Summer Season (i.e., the WRAP’s final Non-Binding Season)²⁴ and participate when the WRAP commences binding operations in the 2027-2028 Winter Season. The addition of these new Participants and the exit of other Participants noted above created the need for the establishment of a new Subregion—the Rockies Subregion.²⁵ WPP typically posts the recommended PRMs for each Subregion a year before the Forward Showing Deadline and the WPP Board approves them nine months before the Forward Showing Deadline.²⁶ For these new Participants in this new Rockies Subregion, WPP has proposed Tariff changes that would conduct the Forward Showing on a slightly compressed schedule for these Participants for their inaugural season by pushing back certain Forward Showing dates for

²¹ *Nw. Power Pool*, 190 FERC ¶ 61,043 (2025) (“Revised Transition Order”).

²² Revised Transition Filing at 3, 6-7.

²³ Tariff, Attachment A § 9.

²⁴ *Id.* § 15.1 (establishing the 2027-2028 Winter Season as the first Binding Season).

²⁵ *See generally* Proposed Tariff Revisions to Establish Planning Reserve Margin for Rockies Subregion of Northwest Power Pool d/b/a Western Power Pool, Docket No. ER26-3900-000 (Sep. 30, 2026) (“Rockies Subregion Filing”).

²⁶ *See* Tariff § 14.3.

both these Participants and WPP.²⁷ However, even with these accommodations to give Rockies Participants a reasonable timeframe for complying with upcoming Forward Showing deadlines, given their very recent execution of WRAPs and participation in the WRAP in a new Subregion with no previous WRAP reliability metrics, these Participants have had significantly less time than other Participants in existing Subregions to understand the mechanics and requirements of the program (i.e., they are not similarly situated with other Participants in existing Subregions). Accordingly, the Deficiency Charge deferral proposal set forth in this filing affords Rockies Subregion Participants a larger deferral and possible reductions of their Deficiency Charges.

II. DESCRIPTION OF AND JUSTIFICATIONS FOR PROPOSED TARIFF REVISIONS

Deficiency Charges are intended to encourage timely procurement or development of sufficient qualifying capacity resources and transmission to meet program requirements. In other words, Deficiency Charges create an economic incentive to procure or develop sufficient resources rather than remain capacity deficient. The original intent of the WRAP was to make these Deficiency Charges sufficiently large so as to discourage Participants from opting to pay them instead of developing or procuring sufficient capacity in the marketplace. Despite this incentive, many of the challenges that led to the Revised Transition Filing continue to hamper the ability of some Participants to develop or procure necessary resources to this day. For example, supply chain issues, which are outside of Participants' control, continue to hinder the ability of some Participants to construct the resources needed to meet their Forward Showing obligations by the time WRAP becomes binding on all Participants next year.

Although the Discounted Deficiency Charge reforms adopted in the Revised Transition Filing were an important step toward addressing these issues, some Participants have continued to express strong concerns that additional changes are needed to balance the WRAP's resource adequacy goals with the realities of the industry environment that continues to impact Participants' ability to meet their obligations. In other words, collecting significant Deficiency Charges for obligations that a Participant may be incapable of meeting in the short-term despite best efforts could negatively impact that Participant's ability to invest in the necessary resources and bring them online over the longer-term, given the long lead time for resource development. Collecting charges merely for the sake of collecting charges was never the intent of the WRAP, and allowing Participants to defer portions of their Deficiency Charges (or be excused from portions of the charges altogether) to enable them to devote limited financial resources to developing sufficient capacity is more in line with the long-term reliability and resource adequacy

²⁷ Rockies Subregion Filing at 10; *see* Comments of Xcel Energy Services Inc., Docket No. ER26-3900 (Oct. 15, 2026) (supporting WPP's filing and asking the Commission to act expeditiously).

goals of the WRAP, while still honoring a central element of Participants' program design: incentivizing new investment.

Under the current construct, Participants may incur Deficiency Charges during the initial binding seasons while adapting their procurement, planning, and resource adequacy practices to meet WRAP's requirements. Participants are actively working to procure sufficient resources to meet the WRAP's requirements in time for the start of binding operations in Winter 2027-2028. However, due to supply chain and other challenges, their ability to secure sufficient capacity in this specific timeframe is uncertain. Given this larger context, WPP determined that immediately collecting large (even Discounted) Deficiency Charges from Participants that need to devote significant capital towards meeting the WRAP's requirements may not serve the ultimate goals of the program.

To address this issue, WPP is proposing to establish a temporary Deficiency Charge deferral mechanism that preserves the incentive to resolve deficiencies while recognizing the unique circumstances of WRAP's transition to binding operations. Specifically, WPP is proposing to allow Participants to defer payment of a portion of their Deficiency Charges while working to meet the WRAP's requirements as quickly as possible, and with the possibility of excusing the balance of the Deficiency Charges depending on when and if the Participant subsequently demonstrates compliance with the WRAP's requirements for the same season type for which the Deficiency Charge was assessed (i.e., Winter or Summer). Importantly, this deferral mechanism does not eliminate accountability: a Participant must still satisfy eligibility requirements, make commercially reasonable efforts, pay any required initial amount of the Deficiency Charge, and ultimately pay an increasing portion of the applicable Deficiency Charge depending on whether and when it passes a later Forward Showing of the same season type. This structure gives Participants the flexibility to retain the capital that would otherwise have been paid toward full Deficiency Charges and instead use it to support their efforts to bring additional capacity resources online as quickly as possible.

WPP also proposes other revisions to address changing circumstances and to close certain Tariff gaps that WPP has identified as it has gained experience administering the program and in preparation for binding operations. First, given the Deficiency Charge deferral mechanism proposed here and other intervening events, the provisions that allow non-binding participation in the absence of Critical Mass that were adopted in the Revised Transition Filing are no longer necessary. These provisions were originally developed to provide Participants with flexibility while moving into the initial Binding Seasons if overall participation levels in their Subregion made their binding participation not advantageous or beneficial. At the time of that proposal, Participants still had an option under the two-year exit provisions of the WRAPA to withdraw from the program before binding operations. That date has now passed, and the composition of the Subregions is more solidified. Moreover, as discussed further below, WPP concludes that this concept is no longer needed given the flexibility the deferral of Deficiency Charges proposed herein affords.

Finally, WPP proposes Tariff revisions on two issues related to Deficiency Charges and the Forward Showing that are important as the WRAP transitions from non-binding to binding operations. First, WPP proposes to address a Deficiency Charge calculation issue arising when there is a Non-Binding Season and a Binding Season in a single Forward Showing Year,²⁸ which could result in a Participant paying a much smaller charge for their largest monthly deficiency than intended, and at its worst could permit a Participant to inflate a non-binding Summer Season deficiency artificially in order to reduce Winter Deficiency Charges. Second, WPP proposes revisions to permit extending Forward Showing and Cure Period deadlines if there are software system outages, under certain circumstances.

Taken together, these proposed revisions are just and reasonable. WPP recognizes that some Participants are faced with significant lingering headwinds to developing and procuring the resources necessary to meet their Forward Showing obligations by the start of binding program operations. The proposed revisions provide additional flexibility to Participants in light of these ongoing challenges, while continuing to hold Participants accountable for their deficiencies through the deferral schedule described below. The proposed revisions also allow Participants to devote their limited capital to developing resources to satisfy their WRAP obligations for the long-term, even if it is infeasible to bring such resources online in the very near-term. This is just and reasonable and is consistent with the Commission's findings in the Revised Transition Order.²⁹ Further, by eliminating the Critical Mass provisions, WPP is ensuring that the WRAP continues to move towards fully binding operations as intended, by retiring this provision that is no longer needed in light of intervening changes and the other reforms proposed in this filing. Finally, other changes proposed herein address Tariff gaps related to Forward Showing mechanics that WPP has identified as it has gained more experience in implementing its Forward Showing program, and that have heightened importance with the transition to binding WRAP operations in 2027.

²⁸ "Forward Showing Year" is defined as "[a] period consisting of a Summer Season and the immediately succeeding Winter Season." Tariff § 1.

²⁹ Revised Transition Order, 190 FERC ¶ 61,043, at P 15 ("We also accept WPP's proposed revisions to establish a tiered-penalty system under the Discounted Deficiency Charge revisions because we find that *the proposal is a reasonable approach to meeting WRAP's goals to provide potential Participants with a feasible pathway to fully binding participation, given the existing challenges and the voluntary nature of WRAP.*" (emphasis added)).

A. Deficiency Charge Deferral Mechanism

1. Justification for the Proposed Tariff Revisions

As discussed above, WPP has continued to engage with Participants and the broader stakeholder community as the WRAP continues to move closer to Binding Seasons. One main concern continues to be the ability of some Participants to meet their Forward Showing obligations in time for the start of binding operations in Winter 2027-2028. While the Revised Transition Filing provided some relief and those provisions remain in effect, providing some additional flexibility to assist Participants as they work diligently during the initial phases of binding operations to meet the Forward Showing requirements is appropriate, while maintaining incentives to meet the requirements as quickly as possible. WPP expects the current proposal to yield the following benefits:

Preserve Participant Accountability: The proposal recognizes the fundamental importance of ensuring that the program yields a reliability benefit for the WRAP region by not forgiving deficiencies unconditionally. A Participant must satisfy the applicable eligibility requirements, including required attestations and commercially reasonable efforts requirements discussed in the next section, to receive deferral treatment. A Participant receiving deferral treatment must pay a portion of the Deficiency Charge at the time of the original deficiency. This provides some immediate financial accountability for a Participant's deficiencies while still deferring the majority of the charge to preserve the Participant's opportunity to resolve the deficiency. If the Participant does not pass a later Forward Showing of the same season type within the deferral period, or exits the WRAP before resolution, the Participant owes 100% of the original Deficiency Charge, less any amounts previously paid.

Incentivizes a Deficient Participant to Stay in the Program and Resolve Deficiencies: The deferral period and potential for a reduced charge provide an incentive for a deficient Participant to remain in WRAP and resolve its deficiency through later demonstrated compliance, rather than exiting the program or failing to address the deficiency. Critically, WRAP is a voluntary resource adequacy construct. Participants facing significant Deficiency Charges despite reasonable efforts to comply that have been hindered by circumstances beyond their control could seek to exit the program rather than face such charges. Deferred Deficiency Charges, coupled with potential relief if compliance is quickly achieved, will mitigate some of those competing pressures. However, if the Participant exits before resolving outstanding deferred Deficiency Charges, all outstanding amounts become due.

Maintains Incentives to Cure Deficiencies Promptly: The longer the Participant remains deficient for subsequent seasons of the same type, the more the percentage of the original Deficiency Charge owed increases. This preserves a financial incentive for the Participant to pass future Forward Showing requirements in like

seasons as soon as practicable, with increasing financial consequences for failure to meet requirements.

Maintains Each Forward Showing as a Separate Compliance Obligation: The proposal does not allow Participants to rely on future compliance alone. Each Forward Showing remains a separate compliance obligation. A Participant must satisfy the applicable Forward Showing requirements for each season and must meet the eligibility requirements for deferral treatment for each season in which they face a deficiency.

Importantly, the changes proposed in this filing, including deferring and possibly reducing Deficiency Charges for some deficient Participants, received unanimous support from the Resource Adequacy Participants Committee (“RAPC”),³⁰ including from Participants who expect to have sufficient capacity to satisfy their WRAP obligations from the inception of binding operations, and thus would be recipients of any deficiency charge revenues WPP would collect.³¹

As explained above, given the recent creation of a new Subregion—the Rockies Subregion—to accommodate some new Participants who have not yet participated in a WRAP Forward Showing in a Subregion that has not previously had any reliability metrics determined as part of a prior Forward Showing, WPP proposes to have two distinct deferral schedules for two groups: the Rockies Subregion and other Subregions. For the Rockies Subregion, the percentages that would be owed if a Participant passes a subsequent Forward Showing for the same season type are lower than they are for the other Subregions. The Transition Period is intended to provide Participants time to adapt their existing planning, procurement, transmission, and business practices to the requirements of a binding regional resource adequacy program. While all Participants are navigating this transition, Participants in the Rockies Subregion have had comparatively less time to develop and implement the arrangements necessary to participate fully in the WRAP at the risk of paying significant Deficiency Charges, given their placement in an entirely new

³⁰ Resource Adequacy Participants Committee, *Minutes*, Western Power Pool, 3 (Sep. 10, 2026), https://www.westernpowerpool.org/private-media/documents/2026-09-10_RAPC_Meeting_Minutes_Y9dft3Y.pdf [https://perma.cc/D3CY-ETJK]. The RAPC is a committee composed of one representative from each WRAP Participant and serves as “the highest level of authority for representation by Participants in the WRAP governance structure” to “represent the interests of Participants directly to the Board of Directors.” Tariff § 4.1.1.

³¹ Tariff § 17.2.10 (explaining that Deficiency Charge revenues are distributed to “those Participants with no Deficiency Charges for that Binding Season”).

Subregion. Importantly, this separate treatment for the Rockies Subregion received unanimous Participant support.³²

The proposed Deficiency Charge Deferral schedule and escalation of charges is as follows, as set forth in Sections 17A.4.1 and 17A.4.2 of the Proposed Tariff:

Timing/Outcome	Total % of Original Forward Showing Deficiency Charge Owed –<i>Non-Rockies Subregions</i>	Total % of Original Forward Showing Deficiency Charge Owed –<i>Rockies Subregion</i>
Initial payment upon deficient Forward Showing	15%	5%
Participant passes next Forward Showing of same Season Type	(no additional Deficiency Charge owed)	(no additional Deficiency Charge owed)
Participant passes second Forward Showing of same Season Type	40% total (minus 15% already paid)	20% total (minus 5% already paid)
Participant passes third Forward Showing of same Season Type	70% total (minus 15% already paid)	50% total (minus 5% already paid)
Participant does not pass within deferral period	100% total (minus 15% already paid)	100% total (minus 5% already paid)
Participant exits WRAP before resolution	100% total (minus 15% already paid)	100% total (minus 5% already paid)

Importantly, while, Participants in the Rockies Subregion will experience lower Deficiency Charges under this proposal if they ultimately demonstrate compliance with Forward Showing requirements, they will be required to pay 100% of the Deficiency Charge if they either do not satisfy Forward Showing requirements by the end of the deferral period or seek to exit the WRAP before deficiencies are resolved, just like the Participants in other Subregions. This approach strikes an appropriate balance among various competing interests: providing an incentive to meet Forward Showing obligations to avoid paying the full Deficiency Charge; ensuring reliability; adhering as closely as

³²

See supra note 30.

possible to Tariff timelines; and recognizing that Participants in the Rockies Subregion are joining a new Subregion where metrics were not previously available.

Finally, as explained above, the Revised Transition Filing adopted certain Discounted Deficiency Charges for Participants who obtain an ETD. These Discounted Deficiency Charge provisions continue to apply, and work hand-in-hand with the proposed Deficiency Charge deferral mechanism to provide a more gradual glidepath for Participants to full Deficiency Charge exposure after the Transition Period ends. An example of how the Discounted Deficiency Charges for ETDs will work with the Deficiency Charge deferral mechanism is set forth in the next section.

2. *Example Deficiency Charge Calculation Using Discounted Deficiency Charges and Deficiency Charge Deferral Mechanism*

Under the Tariff, a Participant's Deficiency Charges are calculated focusing first on the month in which they experienced the greatest deficiency, followed by calculation of smaller monthly charges for the remaining months in the same season. To demonstrate how Deficiency Charges will be calculated using both the existing Discounted Deficiency Charge construct and the Deficiency Charge deferral mechanism proposed herein, the following example focuses on a hypothetical Participant's deficiencies over the 2028 Summer Season, using hypothetical PRMs for that season.

The Deficiency Charge for the Month of the Summer Season in which a Participant experiences its greatest deficiency is calculated as follows:

$$\text{Max Summer Deficiency (MW)} \times \text{Annual CONE (\$/kW-year)} \times 1000 \times \text{Summer Season Annual CONE Factor}^{33}$$

Deficiency Charges for other months of the same Summer Season are calculated using the following formula:

$$\text{Additional Summer Deficiency (MW)} \times (\text{Annual CONE (\$/kW-year)/12}) \times 1000 \times 200\%^{34}$$

These charges are added together to determine the Participant's total Deficiency Charges for the Summer Season.

³³ Tariff § 17.2.1. The Summer Season Annual Cone Factor is an additional percentage based on the extent to which the region overall is deficient. *Id.* § 17.2.7 (setting forth the Summer Season Annual Cone Factors).

³⁴ *Id.* § 17.2.2.

Assume a hypothetical Participant with the following FS Capacity Requirements and Monthly deficiencies (to facilitate the example and the math, the deficiencies are rather large shares of the hypothetical Participant's portfolio):

Participant Information

	Participant P50³⁵ (MW)	Summer 2028 PRM	Participant FS Capacity Requirement (MW)³⁶	Monthly Deficiency
June	1200	29.40%	1553	50
July	1200	12.70%	1352	300
August	1200	13.20%	1358	50
September	1000	10.60%	1106	200

Assuming that CONE is \$131.87/MW and the CONE factor is 150%, without applying any Transition Period discounts, the full Deficiency Charge for this Participant for such Summer Season would be **\$65,935,000** using the formulas set forth above for the maximum and other monthly deficiencies.

The Discounted Deficiency Charge provisions adopted in the Revised Transition Filing are focused on reducing the amount of deficiency charges owed depending upon the amount the Participant is deficient each month compared to the PRM. Using the example above, for June, recall that the Participant was deficient 50 MW. Under the Tariff, an eligible Participant can obtain an ETD for up to 100% of the PRM,³⁷ and the discount percentage applied to that amount is 50%.³⁸ The maximum possible amount of MWs that may be eligible for discounting is determined by multiplying the monthly P50 (1200) by

³⁵ P50 Peak Load Forecast is defined as “A peak load forecast prepared on a basis, such that the actual peak load is statistically expected to be as likely to be above the forecast as it is to be below the forecast.” Tariff § 1.

³⁶ The Capacity Requirement is determined by multiplying the Participant's P50 and the monthly PRM for the relevant Month.

³⁷ Tariff § 17.3.1 (setting the PRM percentage value as 100% for the 2028 Summer Season).

³⁸ *Id.* § 17.3.2 (stating that the Discounted Deficiency Charge for the portion of the Monthly Capacity Deficiency for which the Participant obtained an ETD is 50%).

the June PRM (29.40%), yielding 353 MW which is greater than the deficiency for June, meaning the entire June deficiency is eligible for a discounted charge. Similarly, for July the maximum possible MWs that may be eligible for discounting is the P50 (1200) multiplied by the July PRM (12.7%), resulting in 152 MW. Given that the July deficiency is 300 MWs, the remaining 148 MW that are not eligible for ETDs are assessed a full non-discounted charge.

Once the ETD MWs and non-ETD MWs are established, the Discounted Deficiency Charge and Deficiency Charge are calculated separately, based on the formulas identified above, as follows:

EDT Deficiency Charge Maximum Month:

$$\text{ETD MWs} \times \text{CONE} \times \text{CONE Factor} \times 1000 \times 50\%$$

ETD Deficiency Charge Monthly:

$$\text{ETD MWs} \times \text{CONE}/12 \times 200\% \times 1000 \times 50\%$$

Deficiency Charge Maximum Month:

$$\text{Deficiency MW exceeding ETD MWs} \times \text{CONE} \times \text{CONE Factor} \times 1000$$

Deficiency Charge Monthly:

$$\text{Deficiency MW exceeding ETD MWs} \times \text{CONE}/12 \times 200\% \times 1000$$

The tables below show the calculations for both the Discounted Deficiency Charge for the ETD portion of the deficiency and the Deficiency Charge for the non-discounted amounts:

Excused Transition Deficit (“ETD”) Discounts

	Allowable ETDs (PRM MW)	ETD MW	ETD Monthly Deficiency Charge	ETD Deficiency Charge for Month With Greatest Deficiency
June	353	50	\$549,458	-
July	152	152	-	\$15,072,741
August	158	50	\$549,458	-
September	106	106	\$1,164,852	-
		Total:	\$2,263,768	\$15,072,741
			Total:	\$17,336,509

Non-Discounted Amounts

	Deficiency MW Above ETD	Monthly Deficiency Charge	Deficiency Charge for Month With Greatest Deficiency
June	0	-	-
July	148	-	\$29,196,018
August	0	-	-
September	94	\$2,065,963	-
	Total:	\$2,065,963	\$29,196,018
		Total:	\$31,261,981

Applying the ETD and non-ETD formulas and calculating the discounted and non-discounted Deficiency Charges, the total Deficiency Charge for this hypothetical Participant for Summer 2028 is **\$48,598,491**.

The Deficiency Charge deferral mechanism proposed in this filing would allow the Participant to defer much of this Deficiency Charge and possibly have portions of it

excused if it satisfies the requirements for deferral proposed herein and demonstrates full compliance with the Forward Showing Requirements (i.e., does not have a deficiency) in a future season of the same type (in this example, Summer 2029 or 2030). The purpose of the deferral and possible reduction, as explained throughout this filing, is to facilitate the Participant's ability to utilize its limited capital to procure or develop capacity to meet WRAP requirements rather than simply pay a charge that gets assigned to non-deficient Participants. If the Participant does not satisfy its Forward Showing Requirement for a future Summer Season, the amount that must be paid increases with each Binding Season during which the Participant remains deficient. This provides the Participant with the incentive to meet its Forward Showing obligations. If it does not, it is required to pay the full deficiency charge.

Continuing with the hypothetical Participant example above, the Deficiency Charge deferral mechanism works as follows (this assumes the Participant is not located in the new Rockies Subregion and therefore uses the deferral percentages applicable to the other existing Subregions):

Summer Season	Pass/Fail	Summer 2028 Deficiency Charge Amount
2028 Summer Season	Participant <i>Fails</i> Summer 2028 Forward Showing	Participant Pays \$7,289,773.60 (15% of total Deficiency Charge for Summer 2028) immediately; remainder deferred and may be excused or reduced
2029 Summer Season	Participant <i>Passes</i> Summer 2029 Forward Showing	No additional Deficiency Charge Owed
	Participant <i>Fails</i> Summer 2029 Forward Showing	Deferral carries forward and Participant will be responsible for at least \$12,149,622.67 in additional Deficiency Charges (40% of total Deficiency Charge for Summer 2028 less 15% already paid as initial Deficiency Charge) depending on whether it passes a future Summer Season Forward Showing

Summer Season	Pass/Fail	Summer 2028 Deficiency Charge Amount
2030 Summer Season	Participant <i>Passes</i> Summer 2030 Forward Showing	Participant Pays the additional \$12,149,622.67 in Deficiency Charges immediately (40% of total Deficiency Charge for Summer 2028 less amount already paid as initial Deficiency Charge); remainder of total Deficiency Charge excused
	Participant <i>Fails</i> Summer 2030 Forward Showing	Deferral carries forward and Participant will be responsible for at least \$26,729,170.10 in additional Deficiency Charges (70% of total Deficiency Charge for Summer 2028 less 15% already paid as initial Deficiency Charge) depending on whether it passes a future Summer Season Forward Showing
2031 Summer Season	Participant <i>Passes</i> Summer 2031 Forward Showing	Participant Pays the additional \$26,729,170.10 in Deficiency Charges immediately (70% of total Deficiency Charge for Summer 2028 less amount already paid as initial Deficiency Charge); remainder of total Deficiency Charge excused
	Participant <i>Fails</i> Summer 2031 Forward Showing	Participant loses eligibility for any reduction in its Deficiency Charge and is required to pay \$41,308,717.40 immediately (the total Deficiency Charge minus the amount already paid)

3. *Description of Proposed Tariff Revisions*

WPP proposes new Tariff Section 17A, Transition Period Deficiency Charge Deferral Mechanism, to implement these reforms.³⁹ The proposed Tariff language memorializes the following key requirements and features of this mechanism:

1. The Excused Transition Deficit provisions of Section 17.3 of the Tariff would continue to apply such that any deferrals or reductions under proposed Section 17A would be applied to any Discounted Deficiency Charge a Participant receives under Section 17.3.⁴⁰
2. The Participant must satisfy the following conditions to obtain deferral and possible reduction of Deficiency Charges:
 - a. The Participant has otherwise satisfied the submission requirements for the Forward Showing Submittal, including all attestations required by the Tariff and Business Practice Manuals; and⁴¹
 - b. The Participant submits a Senior Official Attestation stating that it has made commercially reasonable efforts, as defined in the Business Practice Manuals, to satisfy the WRAP Monthly FS Capacity Requirement or FS Transmission Requirement for each month of the Binding Season for which it seeks to defer its Deficiency Charges, but has been unable to do so despite such commercially reasonable efforts.⁴²
3. WPP will continue to calculate and communicate to the Participant the full Deficiency Charge for any Participant that seeks a deferral and possible reduction under this construct.⁴³
4. If a Participant receives a deferral for a Deficiency Charge but later satisfies its full Forward Showing requirement for a subsequent Binding Season of the same type, that Participant will pay a reduced Deficiency Charge consistent with the

³⁹ Proposed Tariff § 17A.

⁴⁰ *Id.* § 17A.1.

⁴¹ *Id.* § 17A.2.1.

⁴² *Id.* § 17A.2.2.

⁴³ *Id.* § 17A.3.

schedule set forth in Section 17A.4.1 or 17A.4.2, depending on in which Subregion the Participant resides.⁴⁴

5. Deferrals granted for one Binding Season do not affect the ability of a Participant to seek deferral in other Binding Seasons.⁴⁵
6. This deferral mechanism is only applicable to deficiencies that are incurred during the Transition Period.⁴⁶
7. Deficiency Charges collected will be distributed using existing provisions of Section 17.2.10 of the Tariff for the original Binding Season for which the deferral was granted.⁴⁷
8. A Participant's FS Capacity Requirement deficiency associated with a deferred Deficiency Charge shall be treated in the Operations Program the same way as capacity deficiencies associated with a paid Deficiency Charge, meaning that a deficient Participant who pays a deferred Deficiency Charge will have the same access to holdback and energy deployments in the Operations Program as if it had paid the entire Deficiency Charge.⁴⁸

Further minor conforming Tariff revisions are included in proposed Sections 17.2, 17.3.5, and 20.1.3 to recognize the addition of proposed Section 17A.

B. Removal of Critical Mass Concept

1. Justification for the Proposed Tariff Revisions

As discussed above, the Critical Mass provisions were originally developed as a transitional mechanism to provide flexibility for Participants as they moved into the initial Binding Seasons. As WRAP has progressed toward binding implementation, and as participation in WRAP has solidified with the passing of the two-year advanced notice deadline to exit WRAP prior to binding operations under Section 9 of the WRAPA, the concept of Critical Mass is no longer necessary to provide Participants with the protections

⁴⁴ *Id.* § 17A.4.

⁴⁵ *Id.* § 17A.5.

⁴⁶ *Id.* § 17A.6.

⁴⁷ *Id.* § 17A.7.

⁴⁸ *Id.* § 17A.8 (stating that “[a] Participant’s FS Capacity Requirement deficiency associated with a deferred Deficiency Charge shall be treated in the Operations Program the same way as deficiencies associated with a paid Deficiency Charge”).

it was originally intended to provide. Specifically, now that the exit deadline has passed and a core group of Participants in the Rockies Subregion has executed a WRAPA effective September 15, 2026, the composition of each Subregion is sufficiently known such that Participants no longer need the option of determining whether there is a Critical Mass of participation in their Subregion. The circumstances surrounding the establishment of the Rockies Subregion were unique, and WPP does not anticipate similar circumstances arising again. Upon implementation of the Rockies Subregion, WRAP will consist of three Subregions for the integration of new Participants that may in the future elect to join WRAP, greatly increasing the likelihood that future Participants will be able to be accommodated into an existing Subregion without the need for creating a new Subregion.

Moreover, WPP, through the efforts that culminated in this filing, has developed additional tools to address transition-related challenges while allowing Participants to remain binding. In particular, the Deficiency Charge deferral mechanism proposed herein provides additional transition flexibility while preserving binding participation, maintaining the investment and procurement signals created by the Forward Showing requirements, and continuing to advance the benefits of regional resource adequacy. Given these changes and the availability of this more targeted transition mechanism, the Critical Mass provisions are no longer necessary.

2. Description of Proposed Tariff Revisions

WPP proposes to delete language implementing the Critical Mass reforms located in Sections 1 (Definitions) and 15A (Non-Binding Seasons).⁴⁹

C. Clarifying Revisions to Address a Deficiency Calculation Edge Case

1. Justification for the Proposed Tariff Revisions

As explained above, a Participant is assessed a Deficiency Charge for the Month with its largest deficiency, with additional charges for each month with a smaller deficiency.⁵⁰ Under the Tariff, a Participant's overall Deficiency Charges for a Forward Showing Year (Summer and the following Winter) are calculated in several parts. First, the Summer Month with the highest MW deficiency is assessed a significant Deficiency Charge, calculated as follows:

⁴⁹ *Id.* §§ 1, 15A.

⁵⁰ *See supra* note 33 and accompanying text.

$$\frac{\text{Max Summer Deficiency (MW)} \times \text{Annual CONE (\$/kW-year)} \times 1000}{\text{Summer Season Annual CONE Factor}}^{51}$$

The Deficiency Charge for any deficiency in any of the remaining Summer Months is calculated using a monthly CONE value (i.e., Annual CONE / 12) and without the Annual CONE Factor, producing comparatively smaller charges for those other months.⁵²

For the immediately following Winter Season, the Deficiency Charge for the Month with the highest MW deficiency is assessed only an incremental charge reflecting the difference between the highest monthly MW deficiency in the Winter and the highest monthly MW deficiency in the preceding Summer (or zero if the Summer MW deficiency was higher).

$$\frac{\text{Maximum of (Max Winter Deficiency – Max Summer Deficiency, 0)} \times \text{Annual CONE (\$/kW-year)} \times 1000}{\text{Winter Season Annual CONE Factor}}^{53}$$

In other words, the Deficiency Charge that a Participant pays for its highest Monthly Winter Season deficiency is heavily influenced by its highest monthly deficiency in the prior Summer Season.

In preparing for transition to binding WRAP operations in 2027, WPP realized that there is a possibility that Participants with a larger Summer Season deficiency (during the non-binding 2027 Summer Season) would not pay the larger portion of the Deficiency Charge for their binding Winter Forward Showing Deficiency. Because a Participant does not face Deficiency Charges in the non-binding Summer Season in this scenario, it faces no financial consequence for high deficiencies in that season. This is an unintended consequence of the Tariff that is unique to a situation involving a non-binding Summer Season followed by a binding Winter Season. At worst, this presents a potential gaming opportunity where a Participant could theoretically inflate non-binding Summer Season deficiencies to reduce Deficiency Charges for the subsequent binding Winter Season.⁵⁴

⁵¹ Tariff § 17.2.1. The Summer Season Annual Cone Factor is an additional percentage based on the extent to which the region overall is deficient. *Id.* § 17.2.7 (setting forth the Summer Season Annual Cone Factors).

⁵² *Id.* § 17.2.2. The same formula applies to monthly Winter Season deficiencies other than the highest Winter Season monthly deficiency. *Id.* § 17.2.4.

⁵³ *Id.* § 17.2.3.

⁵⁴ Because WRAP contains other safeguards, like Participant attestations, and relies on the good faith conduct of its Participants, WPP does not expect any Participant *would* exploit this loophole. However, WPP proposes these Tariff changes to close it out of an abundance of caution.

Regardless of Participant intent in failing the Non-Binding Summer Season, the intended incentive of the larger annual charge would not be present under the current Tariff.

To address this unintended consequence, WPP proposes Tariff revisions requiring that if a non-binding Summer Season is followed by a binding Winter Season, for the purposes of calculating the maximum Monthly MW Deficiency for Winter, the maximum Monthly Deficiency for Summer is considered to be 0 MW.⁵⁵ This proposed change addresses a potential edge case (like 2027) when a non-binding Summer Season is followed by a binding Winter Season.⁵⁶

2. *Description of Proposed Tariff Revisions*

WPP proposes the following new provisions in Section 15A.2 to address having both a Non-Binding Season and a Binding Season in a single Forward Showing Year:

15A.2 In a Forward Showing Year in which a Participant participates as both a Non-Binding Participant and a Participant (with all binding WRAP obligations):

15A.2.1 If the Participant will participate in a Summer Season as a Non-Binding Participant, for the purposes of calculating the maximum Monthly Deficiency for Winter, the Max Summer Deficiency (MW) is considered to be 0 MW.

15A.2.2 If the Participant will participate in a Winter Season as a Non-Binding Participant, the Max Summer Monthly Deficiency remains unchanged.⁵⁷

WPP proposes the following, corresponding new provision in Section 17.4:

17.4 In a Forward Showing Year in which a Participant participates as both a Non-Binding Participant and a Participant (with all binding

⁵⁵ Proposed Tariff § 15A.2.1.

⁵⁶ WPP currently does not anticipate any future Non-Binding Seasons once the WRAP goes binding in Winter 2027. However, in the event that future conditions necessitate Tariff changes to establish additional Non-Binding Seasons (for example, in the unlikely event of significant participation changes), these Tariff revisions will prevent recurrence of the unintended consequence and potential gaming opportunity.

⁵⁷ *Id.* §§ 15A.2, 15A.2.1, 15A.2.2.

WRAP obligations), FS Deficiencies shall be calculated per Section 15A.2.⁵⁸

D. Revisions to Address Forward Showing Submission Software Unavailability

1. Explanation of and Justification for Proposed Tariff Revisions

The Tariff establishes deadlines for the Forward Showing, WPP's validation of Forward Showing Submittals and communication of deficiencies, and the deadline to cure deficiencies.⁵⁹ However, the Tariff does not contemplate the possibility of an outage of WPP's software platform Participants use to submit their Forward Showing and Cure demonstrations.

To address this issue, WPP proposes Tariff provisions allowing extensions of certain Forward Showing deadlines when an unexpected software system outage adversely impacts the ability of Participants to submit their Forward Showing or Cure to WPP by the Tariff-prescribed deadlines. Specifically, WPP is proposing to extend the Forward Showing or Cure Period deadline, and/or WPP's deadline for reviewing Participants' Forward Showing and communicating deficiencies, by a time period commensurate with the duration of a software outage during the final days of the Forward Showing or Cure Period. For example, if during the final seven days prior to a deadline, the Forward Showing software system was unavailable for two days, the applicable deadline would be extended for two days. Similarly, when such an outage occurs prior to the Forward Showing deadline, causing Participant's Forward Showing Submittals to be delayed, not only would the Participant receive an extension, but WPP would be granted a commensurate extension for validating Forward Showing Submittals.

Without such extensions, Participants that had not yet completed their Forward Showing Submittal or had remaining deficiencies during the Cure Period could be exposed to Deficiency Charges due to no fault of their own, and WPP could potentially face shortened timeframes for responding to delayed Forward Showing Submittals. These provisions are consistent with provisions in regional transmission organization tariffs addressing similar outages of market software systems.⁶⁰

⁵⁸ *Id.* § 17.4.

⁵⁹ *See generally* Tariff § 14.

⁶⁰ *See, e.g.,* Southwest Power Pool, Inc., Open Access Transmission Tariff, Attachment AE § 5.1 (allowing extension of market deadlines in certain circumstances); Midcontinent Independent System Operator, Inc., Open Access Transmission, Energy and Operating Reserve Markets Tariff § 69A.7.1.a (same).

2. *Description of Proposed Tariff Revisions*

To address potential software outages, WPP proposes the following new provisions in Section 14:

- 14.6 In the event that a failure of the Forward Showing software system (i) occurs in the seven Days preceding a FS Deadline and (ii) prevents a Participant from meeting the FS Deadline, the FS Deadline shall be extended by one Day for each Day the Forward Showing software system failure persists and prevents the Participant from meeting the FS Deadline. In the event that a failure of the Forward Showing software system triggers an extension of the FS Deadline pursuant to this Section, the deadline for WPP to respond to the Forward Showing Submittal set forth in Section 14.4 shall be extended by a commensurate number of Days as the FS Deadline.
- 14.7 In the event that a failure of the Forward Showing software system occurs within seven Days of the deadline for WPP to respond to Forward Showing Submittals pursuant to Section 14.4, the deadline for WPP to respond set forth in Section 14.4 shall be extended by one Day for each Day that the Forward Showing software system failure persists and prevents WPP from meeting the deadline provided in Section 14.4.
- 14.8 In the event that a failure of the Forward Showing software system (i) occurs in the seven Days preceding the deadline to cure deficiencies in the Forward Showing Submittal set forth in Section 14.5 and (ii) prevents a Participant from meeting the deadline to cure deficiencies in the Forward Showing Submittal provided in Section 14.5, the deadline set forth in Section 14.5 shall be extended by one Day for each Day the Forward Showing software system failure persists and prevents the Participant from meeting the deadline set forth in Section 14.5.⁶¹

III. **STAKEHOLDER SUPPORT**

All of the reforms proposed herein received unanimous support throughout the respective stakeholder processes. The Proposed Tariff revisions regarding the Deficiency Charge deferral mechanism and the removal of the Critical Mass concept were developed through the WRAP governance process as an Expedited Proposal. They were endorsed by the RAPC unanimously on September 10, 2026, without opposition by the Committee of

⁶¹ Proposed Tariff §§ 14.6- 14.8.

State Representatives (“COSR”).⁶² The proposals were then posted for public comment on the WPP website, and received supportive public comments from Guzman Energy, Public Service Company of Colorado, Idaho Power, Bonneville Power Administration, and COSR.

The Proposed Tariff revisions related to the submission software unavailability and potential FS Deficiency Charge calculation issues were developed through the WRAP governance process as “Non-Task Force Proposals.” They were approved unanimously by the (1) Program Review Committee⁶³ on August 19, 2026, and (2) the RAPC on August 27, 2026. The proposals were then posted for public comment on the WPP website. They received supportive public comments from Bonneville Power Administration, Puget Sound Energy, and COSR.

The WPP Board of Directors approved all of these Proposed Tariff revisions during its meeting on September 30, 2026.

IV. EFFECTIVE DATE

WPP requests that the Commission accept the Tariff revisions proposed herein effective December 26, 2026.

V. ADDITIONAL INFORMATION

A. Information Required by Commission Regulations

1. Documents submitted with this filing

In addition to this transmittal letter, WPP encloses clean (as Attachment A) and redlined (as Attachment B) versions of the proposed Tariff language, along with Tariff records for certain sections reflecting a March 16, 2027 effective date (as Attachment C).

⁶² The COSR “is a committee composed of one representative from each state or provincial jurisdiction (either public utility commission or state/provincial energy office) that regulates at least one Participant.” Tariff § 4.3.1.

⁶³ The Program Review Committee “is a sector-representative group” that “is responsible for receiving, considering, and proposing amendments to [the] Tariff and the Business Practice Manuals” except for certain matters delegated exclusively to the RAPC. *Id.* § 4.2.1.

2. *Service*

WPP has electronically served a copy of this filing on all of its Participants, members of the PRC, and the COSR. A complete copy of this filing will be posted on the WPP website, <https://www.westernpowerpool.org/>.

3. *Requisite agreements*

The proposed Tariff revisions do not require any contracts or agreements.

B. Communications

Correspondence and communications with respect to this filing should be sent to, and WPP requests that the Secretary include on the official service list, the following:⁶⁴

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⁶⁴ 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.

VI. CONCLUSION

For all the foregoing reasons, WPP respectfully requests that the Commission accept the proposed Tariff revisions as just and reasonable effective December 26, 2026.

Respectfully submitted,

/s/ Matthew J. Binette

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

Attachment A

Clean Proposed Tariff Revisions

Effective December 26, 2026

1. Definitions

Unless the context otherwise specifies or requires, capitalized terms used in this Tariff shall have the respective meanings assigned herein for all purposes of this Tariff (such definitions to be equally applicable to both the singular and the plural forms of the terms defined). Unless otherwise specified, all references herein to Parts, Sections, Schedules, or Attachments, are to Parts, Sections, Schedules, or Attachments of this Tariff.

Applicable Price Index: A published index of wholesale electric prices, or Locational Marginal Prices duly calculated and posted by a FERC-regulated market operator, in either case as designated under Part III of this Tariff for use in connection with an identified Subregion.

Administration Charge or WRAP Administration Charge: The charge established under Schedule 1 of this Tariff for recovery of the costs of the WRAP.

Advance Assessment: Analyses and calculations of Participant load, resource, and other information performed in advance of each Binding Season as set forth in Part II of this Tariff.

Aggregate Capacity Deficiency: As to a Binding Season, the sum of the maximum Monthly Deficiencies of all Participants that submitted FS Submittals for such Binding Season, as determined following completion of the Cure Period for such Binding Season.

Available Transfer Capability (“ATC”): Transfer capability remaining in the physical transmission network for further commercial activity over and above already committed uses.

Balancing Authority: The responsible entity that integrates resource plans ahead of time, maintains demand and resource balance within a Balancing Authority Area, and supports interconnection frequency in real time.

Balancing Authority Area: The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

Base Charge: A component of the WRAP Administration Charge as established under Schedule 1 of this Tariff.

Base Costs: Base Costs shall have the meaning provided in Schedule 1 of this Tariff.

Base Services Cost Centers: The cost centers comprising the Base Charge as defined in Schedule 1 of this Tariff.

Base Services Percentage: Base Services Percentage shall have the meaning provided in Schedule 1 of this Tariff.

Binding Season: The Summer Season or the Winter Season.

Board of Directors or Board: The Board of Directors of the Northwest Power Pool d/b/a Western Power Pool.

Business Day: Any Day that is a Monday through Friday, excluding any holiday established by United States federal authorities.

Business Practice Manuals: The manuals compiling further details, guidance, and information that are appropriate or beneficial to the implementation of the rules, requirements, and procedures established by this Tariff. Business Practice Manuals do not include such internal rules or procedures as the Western Power Pool may adopt for its operation and administration, including but not limited to any corporate by-laws of the Western Power Pool, or for any services or functions provided by the Western Power Pool other than those established by this Tariff.

CAISO: The California Independent System Operator Corporation, a California nonprofit public benefit corporation.

Capacity Benefit Margin: An amount of transmission transfer capability permitted under open access transmission rules to be reserved by load serving entities to ensure access to generation from interconnected systems to meet generation reliability requirements.

Capacity Critical Hours (“CCH”): Those hours during which the *Subregional* capacity need is expected to be above the 95th percentile, based on historical and synthesized data for the *Subregion’s* gross load, variable energy resource performance, and *other adjustments as determined by the Program Administrator and further discussed in the Business Practice Manuals*.

Capacity Deficiency: A shortfall in a Participant’s Portfolio QCC relative to that Participant’s FS Capacity Requirement, as further defined in Part II of this Tariff.

Cash Working Capital Fund: Cash Working Capital Fund shall have the meaning provided in Schedule 1 of this Tariff.

Cash Working Capital Support Charge: A charge assessed to Participants under Schedule 1 of this Tariff to fund the Cash Working Capital Fund.

Cash Working Capital Support Charge Rate: Cash Working Capital Support Charge Rate shall have the meaning provided in Schedule 1 of this Tariff.

Central Hub: A designated point or named group of points on the transmission system within a Subregion identified by the Program Administrator that permits energy deliveries from multiple points within such Subregion.

Cost of New Entry (“CONE”): The estimated cost of new entry of a new peaking natural gas-fired generation facility, as determined under, and used in, Part II of this Tariff.

CONE Factor: A factor employed in the calculation of Deficiency Charges under Part II of this Tariff, to reflect whether, and the extent to which, the WRAP Region as a whole is expected to have a capacity deficiency during the period for which the Deficiency Charge is being calculated or a factor employed when a Participant has had repeated deficiencies in sequential years.

Committee of State Representatives (“COSR”): Committee of State Representatives, as established in Part I of this Tariff.

Contingency Reserve: As more fully described in the NERC reliability standards, a quantity of reserves, consisting of generation, load, interchange, or other resources, that are deployable within ten minutes.

Cumulative Delivery Failure Period: Any period of five consecutive years, ending with and including the most recent Energy Delivery Failure as of the time of determination of a possible Delivery Failure Charge.

Day: A calendar day.

Day-Ahead Price: A price for wholesale electric transactions designated as a day-ahead price in an Applicable Price Index.

Default Allocation Assessment: A charge assessed on non-defaulting Participants to recover the costs associated with a default by a Participant, as set forth in Part I of this Tariff.

Deficiency Charge: A charge assessed for a Capacity Deficiency or Transmission Deficiency, as set forth in Part II of this Tariff.

Delivery Failure Charge: A charge assessed for a Participant’s failure to deliver a required Energy Deployment, as set forth in Part III of this Tariff.

Delivery Failure Charge Rate: A rate employed in the determination of a Delivery Failure Charge as more fully set forth in Part III of this Tariff.

Delivery Failure Factor: A factor used in the determination of a Delivery Failure Charge to recognize the relative severity or impact of an Energy Delivery Failure, as set forth in Part III of this Tariff.

Demand Response: A quantifiable load reduction or otherwise controllable load for which a Participant has two mutually-exclusive options to use to affect its FS Capacity Requirements in a FS for a Binding Season: (1) leave the effects of historically deployed demand response as part of its load provided for the Advance Assessment; or (2) utilize as a Demand Response Capacity Resource.

Demand Response Capacity Resource: A Qualifying Resource with a demonstrated capability to provide a reduction in demand or otherwise control load in accordance with the requirements established under Part II of this Tariff utilized to meet a Participant’s FS Capacity Requirement.

Demonstrated FS Transmission: A Participant’s demonstration in its Forward Showing Submittal that it has secured WRAP Qualifying Transmission in a quantity sufficient to provide reasonable assurance, as of the time of the Forward Showing Submittal, of delivery of capacity from the Qualifying Resources and the resources associated with the power purchase agreements in the Participant’s Portfolio QCC.

Discounted Deficiency Charge: A reduced Deficiency Charge during the Transition Period that enables a deficient Participant that demonstrates commercially reasonable efforts but is unable to cure deficiencies to access Operations Program capacity.

Dual Benefit Cost Centers: Dual Benefit Cost Centers shall have the meaning provided in Schedule 1 of this Tariff.

Effective Load Carrying Capability (“ELCC”): A methodology employed to determine the Qualified Capacity Contribution of certain types of Qualifying Resources, as more fully set forth in Part II of this Tariff.

Energy Declined Settlement Price: A pricing component used as part of the calculation of settlements for Holdback Requirements and Energy Deployments under Part III of this Tariff.

Energy Delivery Failure: A failure by a Participant to provide an Energy Deployment assigned to such Participant under Part III of this Tariff.

Energy Deployment: A delivery of energy that a Participant is required to provide during an Operating Day, as set forth in Part III of this Tariff.

Energy Storage Resource: A resource, not including a Storage Hydro Qualifying Resource, designed to capture energy produced at one time for use at a later time.

Excused Transition Deficit: A Participant’s inability during the Transition Period to demonstrate full satisfaction of the Participant’s FS Capacity Requirement, which, under certain conditions and limitations prescribed by Part II of this Tariff, permits the Participant to pay a Discounted Deficiency Charge.

Federal Power Marketing Administration: A United States federal agency that operates electric systems and sells the output of federally owned and operated hydroelectric dams located in the United States.

FERC: The Federal Energy Regulatory Commission.

Forced Outage Factor: The factor resulting from dividing the number of hours a generating unit or set of generating units is not synchronized to the grid system, not in reserve shutdown state and considered to be out of service for unplanned outages—or a startup failure, by the number of total hours in the period multiplied by 100% or a Program Administrator calculated equivalent forced outage factor that reflects the likelihood and extent to which a resource will be unavailable from time to time due to factors outside management control.

Forward Showing Program: The program and requirements as set forth in Part II of this Tariff.

Forward Showing Submittal (“FS Submittal”): The submissions a Participant is required to submit in advance of each Binding Season to demonstrate its satisfaction of the FS Capacity Requirement and FS Transmission Requirement, as set forth in Part II of this Tariff.

Forward Showing Year: A period consisting of a Summer Season and the immediately succeeding Winter Season.

FS Capacity Requirement: The minimum quantity of capacity a Participant is required to demonstrate for a Binding Season, as set forth in Part II of this Tariff.

FS Deadline: The deadline for Participants' submissions of their FS Submittals for a Binding Season, as established under Part II of this Tariff.

FS Planning Reserve Margin ("FSPRM"): An increment of resource adequacy supply needed to meet conditions of high demand in excess of the applicable peak load forecast and other conditions such as higher resource outages, or lower availability of resources, expressed as a percentage of the applicable peak load forecast, as determined in accordance with Part II of this Tariff.

FS Transmission Requirement: The minimum quantity of WRAP Qualifying Transmission a Participant is required to demonstrate for a Binding Season, as set forth in Part II of this Tariff.

High-Priced Day: The most recent day in the CAISO in which prices in the day-ahead market were at least \$200/MWh.

Holdback Capacity: Capacity that is voluntarily supplied or is the result of a positive Sharing Calculation result that is bindingly committed to the WRAP after it is claimed by one or more Participants with a negative Sharing Calculation result.

Holdback Requirement: A MW quantity, as determined on a Preschedule Day, that a Participant is required to be capable of converting into an Energy Deployment on a given hour of the succeeding Operating Day, as more fully set forth in Part III of this Tariff.

ICE Index: A wholesale electric price index prepared and published by the Intercontinental Exchange.

Incremental Cash Working Capital Support Charge: Incremental Cash Working Capital Support Charge shall have the meaning provided in Schedule 1 of this Tariff.

Independent Evaluator: An independent entity engaged to provide an independent assessment of the performance of the WRAP and any potential beneficial design modifications, as set forth in Part I of this Tariff.

Installed Capacity: Nameplate capacity adjusted for conditions at the site of installation.

International Power Marketing Entity: An entity that (i) owns, controls, purchases and/or sells resource adequacy supply and is responsible under the WRAP program for meeting LRE obligations associated with one or more loads physically located outside the United States.

Legacy Agreement: A power supply agreement entered into prior to October 1, 2021.

Load Charge: A component of the WRAP Administration Charge as established under Schedule 1 of this Tariff.

Load Charge Rate: Load Charge Rate shall have the meaning provided in Schedule 1 of this Tariff.

Load Services Costs: Load Services Costs shall have the meaning provided in Schedule 1 of this Tariff.

Load Services Cost Centers: Load Services Cost Centers shall have the meaning provided in Schedule 1 of this Tariff.

Load Services Percentage: Load Services Percentage shall have the meaning provided in Schedule 1 of this Tariff.

Load Responsible Entity (“LRE”): An LRE is an entity that (i) owns, controls, purchases and/or sells resource adequacy supply, or is a Federal Power Marketing Administration or an International Power Marketing Entity, and (ii) has full authority and capability, either through statute, rule, contract, or otherwise, to:

- (a) submit capacity and system load data to the WRAP Program Operator at all hours;
- (b) submit Interchange Schedules within the WRAP Region that are prepared in accordance with all NERC and WECC requirements, including providing E-Tags for all applicable energy delivery transactions pursuant to WECC practices and as required by the rules of the WRAP Operations Program;
- (c) procure and reserve transmission service rights in support of the requirements of the WRAP Forward Showing Program and Operations Program; and
- (d) track and bilaterally settle holdback and delivery transactions.

Subject to the above-mentioned criteria, an LRE may be a load serving entity, may act as an agent of a load serving entity or multiple load serving entities, or may otherwise be responsible for meeting LRE obligations under the WRAP.

Locational Marginal Price: The cost of delivering an additional unit of energy to a given node, as calculated under a FERC-regulated wholesale electric tariff.

Loss of Load Expectation (“LOLE”): An expression of the frequency with which a single event of failure, due to resource inadequacy, to serve firm load would be expected (based on accepted reliability planning analysis methods) to result from a given FS Planning Reserve Margin.

Make Whole Adjustment: A component used as part of the calculation of settlements for Holdback Requirements and Energy Deployments under Part III of this Tariff.

Maximum Base Charge: The maximum amount prescribed in Schedule 1 of the Tariff that the Base Charge cannot exceed.

Maximum Load Charge Rate: The maximum rate prescribed in Schedule 1 of the Tariff that the Load Charge Rate cannot exceed.

Median Monthly P50 Peak Loads: Median Monthly P50 Peak Loads has the meaning prescribed by Schedule 1 of this Tariff.

Month: A calendar month.

Monthly Capacity Deficiency: A Participant's Capacity Deficiency for a given Month.

Monthly Deficiency: An identification under Part II of this Tariff whether, and the extent to which, a Participant's need for capacity or transmission for a given Month is greater than the capacity or transmission, respectively, the Participant can demonstrate for such Month.

Monthly FS Capacity Requirement: FS Capacity Requirement determined as to a Month.

Monthly FSPRM: The FS Planning Reserve Margin applicable to a given Month of a given Binding Season, as determined in accordance with Part II of this Tariff.

Monthly Transmission Deficiency: A Participant's Transmission Deficiency for a given Month.

Monthly Transmission Demonstrated: A Participant's Demonstrated FS Transmission for a given Month.

Monthly Transmission Exceptions: Exceptions from the FS Transmission Requirement approved under Part II of this Tariff for a Participant for a given Month.

Multi-Day-Ahead Assessment: A period of days preceding each Operating Day, and ending on the Preschedule Day, during which Sharing Calculations are successively performed based in each case on Operating Day conditions expected at the time of calculation.

North American Electric Reliability Corporation ("NERC"): A not-for-profit international regulatory authority that serves as the designated electric reliability organization for the continental United States, Canada, and a portion of Mexico.

Net Contract QCC: The QCC, which may be a positive or negative value, calculated, in sum and on net, for a Participant's power purchase agreements and power sale agreements, in accordance with Part II of this Tariff.

Non-Binding Season: As to a Participant, any Binding Season during which the provisions of Section 15A.1 of this Tariff apply.

Non-Binding Participant: For any Binding Season, a Participant that has made an election by which such Binding Season is a Non-Binding Season for that Participant.

Open Access Transmission Tariff: A governing document on file with FERC establishing the rates, terms, and conditions of open access transmission service, or equivalent tariff of a transmission service provider that is not required to file its transmission service tariff with FERC.

Operating Day: A current Day of actual electric service from resources to load, for which Sharing Events are determined and Energy Deployments may be required, as set forth in Part III of this Tariff.

Operations Program: The program and requirements set forth in Part III of this Tariff.

P50 Peak Load Forecast: A peak load forecast prepared on a basis, such that the actual peak load is statistically expected to be as likely to be above the forecast as it is to be below the forecast.

Participant: A Load Responsible Entity that is a signatory to the WRAPA.

Portfolio QCC: As to a Participant, the sum of the Resource QCC provided by all of a Participant's Qualifying Resources plus the Net Contract QCC of such Participant, as adjusted to reflect RA Transfers as described in Section 16.2.7 and Planned Outages as described in Section 16.2.8.

Preschedule Day: The applicable scheduling Day for a given Operating Day as defined in scheduling calendar established by WECC.

Program Administrator: The Western Power Pool, in its role as the entity responsible for administering the WRAP.

Program Operator: A third party that has contracted with the Program Administrator to provide technical, analytical, and implementation support to the Program Administrator for the WRAP.

Program Review Committee ("PRC"): The stakeholder sector committee as established in Section 4.2 of this Tariff.

Pure Capacity: A MW quantity of capacity without any assigned forced outage rate employed in ELCC determinations under Part II of this Tariff.

Qualifying Capacity Contribution ("QCC"): The MW quantity of capacity provided by a resource, contract, or portfolio which qualifies to help satisfy a Participant's FS Capacity Requirement, as determined in accordance with Part II of this Tariff.

Qualifying Resource: A generation or load resource that meets the qualification and accreditation requirements established by and under Part II of this Tariff.

Real-Time Price: A price for wholesale electric transactions designated as a real-time price in an Applicable Price Index.

Resource Adequacy Participant Committee (“RAPC”): The committee comprised of representatives from each Participant as established in Part I of this Tariff.

Resource QCC: The QCC provided by a Qualifying Resource, as determined in accordance with Part II of this Tariff.

Run-of-River Qualifying Resource (“ROR”): A hydro-electric power project that does not have the capability to store a sufficient volume of water to support continuous generation at the project’s stated maximum capacity for a period of one hour. Resource does not meet the definition of a Storage Hydro Qualifying Resource.

Safety Margin: An additional factor allocated among Participants with positive sharing calculations when warranted by certain conditions as prescribed by Part III of this Tariff.

Senior Official Attestation: A signed statement of a senior official of a Participant attesting that it has reviewed such Participant’s information submission required under this Tariff, that the statements therein are true, correct and complete to the best of such official’s knowledge and belief following due inquiry appropriate to the reliability and resource adequacy matters addressed therein, and containing such further statements as required by this Tariff or the applicable Business Practice Manual for the information submission at issue.

Sharing Calculation: A calculation used in the Operations Program under Part III of this Tariff to identify any hour in which any Participant is forecast to have a capacity deficit.

Sharing Event: An hour or hours of an Operating Day for which one or more Participants has a negative Sharing Calculation result, as determined in accordance with Part III of this Tariff.

Storage Hydro Qualifying Resource: A hydro-electric power project with an impoundment or reservoir located immediately upstream of the powerhouse intake structures that can store a sufficient volume of water to support continuous generation at the project’s stated maximum capacity for a period of one hour or longer.

Subregion: An area definition approved by the Board of Directors and identified in the Business Practice Manuals, that is wholly contained within the WRAP Region, which is separated from one or more other Subregions by transmission constraints on capacity imports or on capacity exports that result, or are expected to result, in differing FSPRM determinations for that Subregion relative to such other Subregion.

Summer Season: A period of time that commences on June 1 of a Year and terminates on September 15 of the same Year.

System Sale: A bilateral agreement that conveys generating capacity from a group of generating resources from one party to another.

Transition Period: The Binding Seasons within the time period from June 1, 2025, through March 15, 2029, plus the time period required to implement the requirements and procedures of Part II of this Tariff applicable to such Binding Seasons.

Transmission Deficiency: A shortfall in a Participant's demonstration of secured WRAP Qualifying Transmission, after accounting for any approved transmission exceptions, relative to that Participant's FS Transmission Requirement, as further defined in Part II of this Tariff.

Unforced Capacity: The percentage of Installed Capacity available after a unit's forced outage rate is taken into account.

Variable Energy Resource ("VER"): An electric generation resource powered by a renewable energy source that cannot be stored by the facility owner or operator and that has variability that is beyond the control of the facility owner or operator, including but not limited to a solar or wind resource.

VER Zone: A geographic area delineated in accordance with Section 16.2.5.2 of this Tariff for a given type of VER, where each VER of that type located in such area is anticipated to be comparably affected by meteorological or other expected conditions in such area to a degree that warrants distinct calculation of ELCC allocations for such VERs of that type in such area.

Voluntary Holdback: Capacity that is offered to the Operations Program by a Participant with excess supply that is not obligated to the WRAP through a positive Sharing Calculation result, some or all of which can be used as part of the offering Participant's Holdback Requirement. For a Participant in a Subregion without a Central Hub, Voluntary Holdback for an hour must additionally include a total quantity for all identified points from Section 19.4 at which it can deliver that is no less than the amount of the Voluntary Holdback capacity for such hour.

Western Electricity Coordinating Council ("WECC"): A non-profit corporation that has been approved by FERC as the regional entity for the western interconnection and that also has NERC delegated authority to create, monitor, and enforce reliability standards.

Western Resource Adequacy Program Agreement ("WRAPA"): The participation agreement for the Western Resource Adequacy Program, as set forth as Attachment A to this Tariff, or as set forth for an individual Participant in a non-conforming version of such participation agreement accepted by FERC.

Western Resource Adequacy Program ("WRAP"): The Western Resource Adequacy Program, as established under this Tariff.

Western Power Pool ("WPP"): Northwest Power Pool, d/b/a Western Power Pool, which serves as Program Administrator for the WRAP under this Tariff and holds exclusive rights under section 205 of the Federal Power Act to file amendments to this Tariff.

Winter Season: A period of time that commences on November 1 of a Year and terminates on March 15 of the immediately following Year.

WRAP Cost Assignment Matrix: The matrix set forth in Schedule 1 of this Tariff to identify which WRAP costs are assessed to the Base Charge and the Load Charge components of the WRAP Administration Charge.

WRAP Qualifying Transmission: Transmission service that is (i) NERC Priority 6 or NERC Priority 7 point-to-point transmission service, (ii) network integration transmission service, or (iii) any firm transmission product that constitutes the highest priority transmission service offered by a transmission service provider, is reserved in advance, cannot be curtailed for higher priority transmission service, and is subject to curtailment only under reliability conditions necessary to maintain transmission system operations.

WRAP Region: The area comprising, collectively, (i) the duly recognized and established load service areas of all loads in the United States that all Participants are responsible for serving, (ii) the duly recognized and established load service areas of all loads in the United States that all load serving entities, on whose behalf a Participant acts in accordance with this Tariff, are responsible for serving, and (iii) 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, in all cases excluding, for any Binding Season, any loads permitted by this Tariff to be excluded from Participants' Forward Showing Submittal for such Binding Season.

Year: A calendar year.

14. Forward Showing Program Process and Timeline

- 14.1 The Forward Showing Program has two Binding Seasons, defined as the Summer Season and the Winter Season. The Summer Season is the period beginning on June 1 of each Year and ending on September 15 of that same Year. The Winter Season is the period beginning on November 1 of each Year and ending on March 15 of the succeeding Year. This Tariff does not establish resource or showing obligations outside the periods defined by the Summer Season and Winter Season.
- 14.2 Each Participant shall submit its Forward Showing Submittals for each Month of each Binding Season, with all required supporting materials and information as detailed in the Business Practice Manuals, on or before the FS Deadline for the Binding Season. The FS Deadline for each Binding Season shall be seven months before the start of such Binding Season.

14.2.1 Forward Showing Submittal:

14.2.1.1 Absent the exception in Section 14.2.1.2, each Participant shall submit a separate Forward Showing Submittal for loads for which it is responsible if transmission constraints between areas where its loads are located, including, without limitation, when Participant is responsible for loads in more than one Subregion, prevent application, in the manner more fully described in the Business Practice Manuals, of Resource QCC or Net Contract QCC from one load area to the FS Capacity Requirement of another load area.

14.2.1.2 Notwithstanding Section 14.2.1.1, a Participant responsible for loads in *multiple* Subregion may submit for a given Month a single Forward Showing Submittal for such loads, and may employ for determination of its FS Capacity Requirement for such Month the lower of the FSPRM values determined for the Subregions where its loads are located, if the Participant demonstrates in such Forward Showing Submittal, in accordance with the procedures and requirements set forth in the Business Practice Manuals, WRAP Qualifying Transmission in a quantity, in addition to that required by the FS Transmission Requirement, equal to the difference in the FSPRM values multiplied by the Participant's P50 Peak Load Forecast for such Month, with a point of delivery in the Subregion with the higher FSPRM value and the point of receipt in the Subregion with the lower FSPRM value. Each such showing shall identify the MW quantity, Month of service, point of receipt, and point of delivery of such WRAP Qualifying Transmission, and such other information as specified in the Business Practice Manuals, and shall verify that the offered rights are WRAP Qualifying Transmission.

14.2.2 Each Participant's Forward Showing Submittal shall include a Senior Official Attestation.

14.3 The FSPRM values used in the Forward Showing Submittals for a Binding Season shall be those values approved by the Board of Directors as the culmination of an Advance Assessment process. No later than twelve months before the FS Deadline for each Binding Season, WPP will determine and post the recommended FSPRM for each Subregion for each Month of such Binding Season. Participants shall provide their load, resource and other information reasonably required to perform the analyses and calculations required for the Advance Assessment, in accordance with the Advance Assessment information submission details and schedule specified in the Business Practice Manuals. No later than nine months before the FS Deadline for such Binding Season, the Board of Directors shall take its final action regarding approval of the FSPRM values for each Month of such Binding Season.

14.3.1 In connection with an Advance Assessment process, or otherwise in connection with consideration of a change to the Business Practice Manuals, the Board of Directors may determine that designation of Subregions would encourage the relief, in whole or part, of transmission constraints on the transfer of capacity within the WRAP Region (whether through development or commitment of transmission, of Qualifying Resources, or by other means) to the benefit of the WRAP Region and the advancement of the objectives of the WRAP. Each such Subregion shall be identified in the Business Practice Manuals.

14.3.2 Any Participant may choose to offer in the Advance Assessment process WRAP Qualifying Transmission owned or controlled by such Participant for delivery of capacity from one Subregion to another Subregion, for use by other Participants under the terms of Part III of this Tariff during any or all identified Months of the applicable Binding Season. Each such offer shall identify the MW quantity, Month of service, point of receipt, and point of delivery of such transmission service rights, and such other information as specified in the Business Practice Manuals, and shall verify that the offered rights are WRAP Qualifying Transmission. No Participant is obligated to offer any such transmission service rights in the Advance Assessment process, but any offer so made and not withdrawn before the deadline during the Advance Assessment process specified in the Business Practice Manuals shall be considered a binding offer of the identified transmission service rights which may not be withdrawn before the end of the last Day of the Month for which such transmission service is offered. WPP shall take account of such offered transmission service rights, along with other transmission deliverability reasonably anticipated to be available for use by Participants for WRAP purposes during the applicable Binding Season in its determination of the recommended FSPRM values for each Month of the applicable Binding Season for the WRAP Region and for each affected Subregion.

14.3.3 If, after the Board of Directors has approved the FSPRM values for a Binding Season pursuant to this Section 14.3, a change to a NERC or WECC Reliability Standard or other applicable NERC or WECC requirement governing Contingency Reserves becomes effective, and implementation of such change would result in a decrease to one or more Monthly FSPRM values for that Binding Season, WPP may adjust the affected Monthly FSPRM values solely to reflect the effect of such change. The Board of Directors may approve such revised Monthly FSPRM values, provided that such approval occurs more than three months before the FS Deadline for that Binding Season. Any revised Monthly FSPRM approved pursuant to this Section 14.3.3 may only decrease, and may not increase, a Monthly FSPRM value previously approved for that Binding Season

14.4 No later than sixty Days after the FS Deadline for a Binding Season, WPP will (i) provide the values of the Participant's FS Capacity Requirement and FS Transmission Requirement for each Month of the Binding Season; (ii) affirm that the Portfolio QCC of such Participant for each Month of the Binding Season equals or exceeds the FS Capacity Requirement of such Month for such Participant or notify such Participants of any deficiencies in the Forward Showing Submittal that result in a failure to demonstrate satisfaction of the FS Capacity Requirement; and (iii) affirm that the Demonstrated FS Transmission plus approved Monthly Transmission Exceptions of such Participant for each Month of the Binding Season equals or exceeds the FS Transmission Requirement of such Month for such Participant or notify such Participants of any deficiencies in the Forward Showing Submittal that result in a failure to demonstrate satisfaction of the FS Transmission Requirement.

14.5 Within 120 Days after the FS Deadline, the Participant shall (i) submit revisions to its Forward Showing Submittal, including, without limitation, additions or revisions to the Participant's Resource QCC, Net Contract QCC, or Demonstrated FS Transmission; (ii) in order to fully cure all identified deficiencies and demonstrate that such Participant's Portfolio QCC for each Month of the Binding Season equals or exceeds its FS Capacity Requirement; and (iii) fully provide Demonstrated FS Transmission for each Month of the Binding Season that equals or exceeds its FS Transmission Requirement for the same Month of the Binding Season where WPP identified deficiencies.

14.5.1 Any Participant that fails to cure identified deficiencies in its Forward Showing Submittal within the period prescribed above shall be assessed a Deficiency Charge.

14.6 In the event that a failure of the Forward Showing software system (i) occurs in the seven Days preceding a FS Deadline and (ii) prevents a Participant from meeting the FS Deadline, the FS Deadline shall be extended by one Day for each Day the Forward Showing software system failure persists and prevents the Participant from meeting the FS Deadline. In the event that a failure of the

Forward Showing software system triggers an extension of the FS Deadline pursuant to this Section, the deadline for WPP to respond to the Forward Showing Submittal set forth in Section 14.4 shall be extended by a commensurate number of Days as the FS Deadline.

- 14.7 In the event that a failure of the Forward Showing software system occurs within seven Days of the deadline for WPP to respond to Forward Showing Submittals pursuant to Section 14.4, the deadline for WPP to respond set forth in Section 14.4 shall be extended by one Day for each Day that the Forward Showing software system failure persists and prevents WPP from meeting the deadline provided in Section 14.4.
- 14.8 In the event that a failure of the Forward Showing software system (i) occurs in the seven Days preceding the deadline to cure deficiencies in the Forward Showing Submittal set forth in Section 14.5 and (ii) prevents a Participant from meeting the deadline to cure deficiencies in the Forward Showing Submittal provided in Section 14.5, the deadline set forth in Section 14.5 shall be extended by one Day for each Day the Forward Showing software system failure persists and prevents the Participant from meeting the deadline set forth in Section 14.5.

15A. Non-Binding Seasons

15A.1 A Participant will participate as a Non-Binding Participant for certain Binding Seasons in the Transition Period, as detailed in Section 15.1 of this Tariff. As to a Non-Binding Season, the Participant:

- 15A.1.1 Shall not be subject to Deficiency Charges, Transmission Deficiency Charges, Holdback Requirements, Energy Deployment obligations, or Delivery Failure Charges;
- 15A.1.2 Shall submit Forward Showing Submittals but shall not be required to cure deficiencies;
- 15A.1.3 Shall not have a mandatory Holdback Requirement as a result of the Sharing Calculation;
- 15A.1.4 May only receive Holdback Capacity offered voluntarily by other Participants in accordance with Part III of this Tariff; and
- 15A.1.5 Shall have all rights and be subject to all obligations under Part I of this Tariff and the Participant's WRAPA, including, without limitation, voting rights, committee participation, and the obligation to pay the WRAP Administration Charge.

15A.2 In a Forward Showing Year in which a Participant participates as both a Non-Binding Participant and a Participant (with all binding WRAP obligations):

- 15A.2.1 If the Participant will participate in a Summer Season as a Non-Binding Participant, for the purposes of calculating the maximum Monthly Deficiency for Winter, the Max Summer Deficiency (MW) is considered to be 0 MW.
- 15A.2.2 If the Participant will participate in a Winter Season as a Non-Binding Participant, the Max Summer Monthly Deficiency remains unchanged.

17. Forward Showing Deficiency Charge

- 17.1 If a Participant fails during the cure period to demonstrate that it has resolved any identified deficiencies in either or both of its FS Capacity Requirement and its FS Transmission Requirement, the Participant will be assessed a Deficiency Charge for each Month for which a deficiency is identified in accordance with this section. In such case, the deficiency for which the Participant will be assessed a Deficiency Charge will be calculated in accordance with the following:

Participant's Monthly Capacity Deficiency = Maximum of (Monthly FS Capacity Requirement – Monthly Portfolio QCC, 0)

Participant's Monthly Transmission Deficiency (MW) = Maximum of ((75% × Monthly FS Capacity Requirement) – (Monthly Transmission Demonstrated + Approved Monthly Transmission Exemptions), 0)

Where Monthly Transmission Demonstrated is the amount of WRAP Qualifying Transmission submitted by a Participant per the requirements in Section 16.3 and validated by WPP for each month.

Monthly Deficiency (MW) = Maximum of (Monthly Capacity Deficiency, Monthly Transmission Deficiency)

- 17.2 A Participant's Deficiency Charges shall be calculated as set forth in this Section 17.2, subject to the Transition Period rules in Section 17.3 and Section 17A of this Tariff, and shall take account of multiple Monthly Deficiencies within a Forward Showing for a single Binding Season, multiple Deficiencies across a Forward Showing Year, consisting of a Summer Season and the immediately succeeding Winter Season, and any Monthly Deficiencies in a previous Forward Showing Year, in accordance with the following:

- 17.2.1 The Monthly Deficiency with the highest MW value in a Forward Showing for a Summer Season shall be assessed a Deficiency Charge equal to:

Max Summer Deficiency (MW) × Annual CONE (\$/kW-year) × 1000 × Summer Season Annual CONE Factor

- 17.2.2 Any other Monthly Deficiency in the Participant's Forward Showing for the same Summer Season shall be assessed a Deficiency Charge equal to:

Additional Summer Deficiency (MW) × (Annual CONE (\$/kW-year)/12) × 1000 × 200%

- 17.2.3 Any Monthly Deficiency in the Forward Showing for the immediately succeeding Winter Season with a higher MW value than the highest MW value of the Monthly Deficiency in the Summer Season shall be assessed a

Deficiency Charge on the incremental MW value above the Summer Season equal to:

Maximum of (Max Winter Deficiency – Max Summer Deficiency, 0) (MW) × Annual CONE (\$/kW-year) × 1000 × Winter Season Annual CONE Factor

and in such case where there is a Monthly Deficiency in the Winter Season with a higher MW value than the highest MW value of any Monthly Deficiency in the Summer Season, the Monthly Deficiency with the highest MW value in the Summer Season shall be assessed an additional Deficiency Charge calculated in accordance with Section 17.2.2.

- 17.2.4 Any other Monthly Deficiency in the Participant's Forward Showing Submittal for the same Winter Season shall be assessed a Deficiency Charge equal to:

Additional Winter Capacity Deficiency × (Annual CONE/12) × 1000 × 200%

- 17.2.5 For purposes of the above, CONE is the estimated cost of new entry of a new peaking natural gas-fired generation facility. The CONE estimate shall be based on publicly available information relevant to the estimated annual capital and fixed operating costs of a hypothetical natural gas-fired peaking facility. The CONE estimate shall not consider the anticipated net revenue from the sale of capacity, energy, or ancillary services from the hypothetical facility, nor shall it consider variable operating costs necessary for generating energy.

- 17.2.6 WPP shall review the CONE estimate annually for a possible update. Any proposed changes in the CONE estimate shall be subject to review through the stakeholder process for program rule changes.

- 17.2.7 The Summer Season Annual CONE Factor shall vary based on the ratio ("Summer % Deficit") of the Aggregate Capacity Deficiency for the WRAP as a whole for that Summer Season, divided by the P50 Peak Load Forecast for the Summer Season, as follows:

If the Summer % Deficit is less than or equal to 1%, the Summer Season Annual CONE Factor = 125%

If the Summer % Deficit is greater than 1% but less than or equal to 2%, the Summer Season Annual CONE Factor = 150%

If the Summer % Deficit is greater than 2% but less than or equal to 3%, the Summer Season Annual CONE Factor = 175%

If the Summer % Deficit is greater than 3%, the Summer Season Annual CONE Factor = 200%

- 17.2.8 The Winter Season Annual CONE Factor shall vary based on the ratio (“Winter % Deficit”) of the Aggregate Capacity Deficiency for the WRAP as a whole for that Winter Season, divided by the P50 Peak Load Forecast for the Winter Season, as follows:

If the Winter % Deficit is less than or equal to 1%, the Winter Season Annual CONE Factor = 125%

If the Winter % Deficit is greater than 1% but less than or equal to 2%, the Winter Season Annual CONE Factor = 150%

If the Winter % Deficit is greater than 2% but less than or equal to 3%, the Winter Season Annual CONE Factor = 175%

If the Winter % Deficit is greater than 3%, the Winter Season Annual CONE Factor = 200%

- 17.2.9 Notwithstanding Sections 17.2.7 and 17.2.8, if a Participant incurred any FS Deficiency Charges in a Forward Showing Year after the Transition Period, then for the immediately following Forward Showing Year, both the Summer Season Annual CONE Factor and the Winter Season Annual CONE Factor shall be 200% for such Participant.

- 17.2.10. Subject to the Transition Period rules in Section 15A.1, revenues from the payment of Deficiency Charges as to a Binding Season shall be allocated among those Participants with no Deficiency Charges for that Binding Season, pro rata based on each Participant’s share of all such Participants’ Median Monthly P50 Peak Loads for such Binding Season.

- 17.3 During the Transition Period, Deficiency Charges otherwise calculated under Section 17.2 shall be reduced as, when, and to the extent, and subject to the conditions, provided in Section 17.3.2; and revenue allocations otherwise calculated under Section 17.2 shall be adjusted as, when, and to the extent, and subject to the conditions, provided in Section 17.3.4.

- 17.3.1. During the Transition Period, a Participant with a Monthly Capacity Deficiency can pay a Discounted Deficiency Charge for so much of such Monthly Capacity Deficiency as was due to an Excused Transition Deficit. To obtain an Excused Transition Deficit for a Binding Season, the Participant must provide a Senior Official Attestation attesting that the Participant or a relevant third party servicing load for which the

Participant is the LRE has made commercially reasonable efforts to secure Qualifying Resources in the quantity needed to satisfy the Participant's FS Capacity Requirement for the Binding Season, but is unable to obtain Qualifying Resources in the quantity required for the Binding Season because the supply of such resources on a timely basis and on commercially reasonable terms is at that time inadequate. If the attestation relates to a third-party servicing load for which the Participant is the LRE, the Senior Official Attestation may be signed by a Senior Official of the third party load service provider, as further detailed in the Business Practices. Excused Transition Deficits are not resource specific, relate to a MW quantity of the Participant's FS Capacity Requirement, and are limited for each Participant as to a Binding Season during the Transition Period to a maximum permissible MW quantity equal to a percentage value times the FSPRM applicable to such Participant for all Forward Showing Submittals submitted by such Participant for such Binding Season. For purposes of such calculation, the percentage value is: 200% for each of the 2027 Summer Season and 2027-2028 Winter Season; and 100% for each of the 2028 Summer Season and 2028-2029 Winter Season.

- 17.3.2 A Participant will pay a Discounted Deficiency Charge as to the portion of its Monthly Capacity Deficiency for which it obtained an Excused Transition Deficit. The FS Deficiency Charge otherwise applicable to such Participant under Section 17.2 shall be reduced by a percentage value equal to 75% for each of the 2027 Summer Season and 2027-2028 Winter Season; and 50% for each of the 2028 Summer Season and 2028-2029 Winter Season. The Participant will be assessed an FS Deficiency Charge calculated under Section 17.2, without reduction or adjustment, for any of its Monthly Capacity Deficiency that is in excess of the amount of such deficiency for which it obtained an Excused Transition Deficit.
- 17.3.3 Whether or not a Participant obtains an Excused Transition Deficit as to a Binding Season, the Participant may reduce a Monthly Capacity Deficiency otherwise calculated under Section 17.1 for a Binding Season during the Transition Period to the extent such deficiency is due to the Participant's inability to obtain assent from the supplier under a Legacy Agreement to the accreditation required for such Legacy Agreement under Part II of this Tariff and the Business Practice Manuals. To obtain such relief, the Participant must provide a Senior Official Attestation attesting that the Participant made commercially reasonable efforts to execute the required accreditation form with the supplier under the Legacy Agreement, but the supplier was unable or unwilling to counter sign the accreditation form. The reduction in Monthly Capacity Deficiency permitted by this Section 17.3.3 as to any Participant for all Forward Showing Submittals submitted by such Participant for any Binding Season during the Transition Period shall not exceed a MW quantity equal to 25% times the FSPRM applicable for such Participant for such Binding Season.

To the extent a Participant reduces a Monthly Capacity Deficiency under this subsection, the percentage of the Participant's FSPRM corresponding to the reduction hereunder shall reduce the maximum permissible percentage of FSPRM reduction allowed under Section 17.3.1 for Excused Transition Deficits for the same Binding Season.

17.3.4 A Participant that, as a result of application of this Section 17.3, pays no Deficiency Charge as to a Binding Season, shall not be deemed a "Participant[] with no Deficiency Charges" for purposes of Section 17.2.10, and shall not receive an allocation of revenues from the payment of Deficiency Charges as to such Binding Season.

17.3.5 In addition to the foregoing, a Participant's Deficiency Charge for a Binding Season during the Transition Period may be deferred and further reduced as provided in Section 17A of this Tariff.

17.4 In a Forward Showing Year in which a Participant participates as both a Non-Binding Participant and a Participant (with all binding WRAP obligations), FS Deficiencies shall be calculated per Section 15A.2.

17A Transition Period Deficiency Charge Deferral Mechanism

- 17A.1 During the Transition Period, a Participant may obtain a deferral and possible reduction of its Deficiency Charge for a specific Binding Season if it satisfies the requirements set forth in this Section 17A. Any Excused Transition Deficit arising under Section 17.3 of this Tariff would continue to apply, such that any deferral and reduction in a Deficiency Charge under this Section 17A would be applied to the Discounted Deficiency Charge granted to such Participant.
- 17A.2 A Participant that incurs a Deficiency Charge during the Transition Period may obtain a deferral and possible reduction in its Deficiency Charge if it satisfies the following requirements:
- 17A.2.1 The Participant has otherwise satisfied the submission requirements for the Forward Showing Submittal, including submitting all attestations required by the Tariff and Business Practice Manuals; and
 - 17A.2.2 The Participant submits a Senior Official Attestation stating that it has made commercially reasonable efforts, as defined in the Business Practice Manuals, to satisfy the WRAP Monthly FS Capacity Requirement or FS Transmission Requirement for each month of the Binding Season for which it seeks to defer its Deficiency Charges but has been unable to do so despite such commercially reasonable efforts.
- 17A.3 For a Participant that seeks a deferral and possible reduction in its Deficiency Charge under this Section 17A.3 for any FS Capacity Requirement or FS Transmission Requirement shortfall that it is unable to cure for a specific Binding Season, the Program Administrator will continue to calculate the applicable Deficiency Charge, including any Discounted Deficiency Charge if applicable. A Participant receiving a deferral shall pay a percentage, as specified in Section 17A.4, of its total Deficiency Charge calculated by the Program Administrator at the end of the cure period, and the remainder will be recorded as a deferral to be paid later, possibly at a reduced amount.
- 17A.4 If a Participant that received a deferral of its Deficiency Charge for a Binding Season is able to satisfy its FS Capacity Requirement and FS Transmission Requirement for a subsequent Binding Season of the same season type (e.g., a subsequent Summer Season if it received a deferral for a prior Summer Season), the Participant will pay a reduced Deficiency Charge for the Binding Season for which it obtained a deferral as set forth in this Section 17A.4.

17A.4.1 Except for Participants located in a Subregion as described in Section 17A.4.2, a Participant that received a deferral of its Deficiency Charge for a Binding Season shall pay 15% of its total calculated Deficiency Charge for the Binding Season upon failure to cure for that Binding Season upon receipt of the Deficiency Charge invoice. The following provisions of this Section 17A.4.1 address how the remainder of the Participant's Deficiency Charge will be handled.

17A.4.1.1 If the Participant that received a deferral of its Deficiency Charge for a Binding Season is able to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the next Binding Season for the same season type, the Participant shall owe no further Deficiency Charge for the Binding Season for which it obtained the deferral beyond the 15% paid under Section 17A.3.

17A.4.1.2 If the Participant that received a deferral of its Deficiency Charge for a Binding Season remains unable to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the next Binding Season of the same season type, but is able to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for second Binding Season of the same type after the Binding Season for which the Participant received a deferral, its total Deficiency Charge shall be reduced to 40%, with the remaining 25% (after accounting for the 15% paid under Section 17A.3) to be paid upon receipt of the Deficiency Charge invoice.

17A.4.1.3 If the Participant that received a deferral of its Deficiency Charge for a Binding Season remains unable to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the next two Binding Seasons of the same season type, but is able to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for third Binding Season of the same type after the Binding Season for which the Participant received a deferral, its total Deficiency Charge shall be reduced to 70%, with the remaining 55% (after accounting for the 15% paid under Section 17A.3) to be paid upon receipt of the Deficiency Charge invoice.

17A.4.1.4 If a Participant is unable to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the third Binding Season of the same type after the Binding Season for which it received a deferral, the Participant's deferred Deficiency Charge shall not be reduced and any outstanding balance of its total calculated Deficiency Charge that was deferred shall be due upon receipt of the Deficiency Charge invoice upon the Participant's failure to satisfy the FS Capacity Requirement and FS Transmission Requirement for the third Binding Season following the Binding Season for which the Deficiency Charge was deferred.

17A.4.1.5 If, at any time while a Participant's Deficiency Charge is deferred under this Section 17A, the Participant provides notice of its intent to withdraw from the WRAP pursuant to Section 9 of its Western Resource Adequacy Program Agreement set forth in Attachment A of this Tariff (or the equivalent provision under a Participant's non-conforming agreement on file at FERC), any deferral and reduction of the Participant's Deficiency Charge will be voided and the full Deficiency Charge calculated by the Program Administrator for any applicable Binding Season shall be due upon receipt of the Deficiency Charge invoice.

17A.4.2 For Participants located in a Subregion composed entirely of Participants that executed a WRAPA effective September 15, 2026 or later, a Participant that received a deferral of its Deficiency Charge for a Binding Season shall pay 5% of its total calculated Deficiency Charge for the Binding Season upon failure to cure for that Binding Season upon receipt of the Deficiency Charge invoice. The following provisions of this Section 17A.4.2 address how the remainder of the Participant's Deficiency Charge will be handled:

17A.4.2.1 If the Participant that received a deferral of its Deficiency Charge for a Binding Season is able to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the next Binding Season for the same season type, the Participant shall owe no further Deficiency Charge for the Binding Season for which it obtained the deferral beyond the 5% paid under Section 17A.3.

- 17A.4.2.2 If the Participant that received a deferral of its Deficiency Charge for a Binding Season remains unable to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the next Binding Season of the same season type, but is able to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for second Binding Season of the same type after the Binding Season for which the Participant received a deferral, its total Deficiency Charge shall be reduced to 20%, with the remaining 15% (after accounting for the 5% paid under Section 17A.3) to be paid upon receipt of the Deficiency Charge invoice.
- 17A.4.2.3 If the Participant that received a deferral of its Deficiency Charge for a Binding Season remains unable to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the next two Binding Seasons of the same season type, but is able to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for third Binding Season of the same type after the Binding Season for which the Participant received a deferral, its total Deficiency Charge shall be reduced to 50%, with the remaining 45% (after accounting for the 5% paid under Section 17A.3) to be paid upon receipt of the Deficiency Charge invoice.
- 17A.4.2.4 If the Participant is unable to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the third Binding Season of the same type after the Binding Season for which it received a deferral, the Participant's deferred Deficiency Charge shall not be reduced and any outstanding balance of its total calculated Deficiency Charge that was deferred shall be due upon receipt of the Deficiency Charge invoice upon the Participant's failure to satisfy the FS Capacity Requirement and FS Transmission Requirement for the third Binding Season following the Binding Season for which the Deficiency Charge was deferred.
- 17A.4.2.5 If, at any time while the Participant's Deficiency Charge is deferred under this Section 17A, Participant provides notice of its intent to withdraw from the WRAP pursuant to

Section 9 of its Western Resource Adequacy Program Agreement set forth in Attachment A of this Tariff (or the equivalent provision under a Participant's non-conforming agreement on file at FERC), any deferral and reduction of the Participant's Deficiency Charge will be voided and the full Deficiency Charge calculated by the Program Administrator for any applicable Binding Season shall be due upon receipt of the Deficiency Charge invoice.

- 17A.5 A Participant may obtain a Deficiency Charge deferral and/or reduction for any or all Binding Seasons during the Transition Period if it satisfies the requirements of this Section 17A. A deferral granted for a particular Binding Season shall not affect the Participant's eligibility to obtain a deferral for a subsequent Binding Season, nor shall a Participant's payment of a reduced Deficiency Charge for a Binding Season impact any deferred and/or reduced Deficiency Charges for the Participant for any other Binding Season.
- 17A.6 A Participant shall not receive any deferral or reduction of Deficiency Charges for a Binding Season that occurs outside of the Transition Period; however, Binding Seasons that occur outside of the Transition Period are included in the deferral period for Deficiency Charges set forth in Section 17A.4.
- 17A.7 Deficiency Charges collected under this Section 17A shall be distributed using existing provisions of Section 17.2.10 of this Tariff for the original Binding Season for which the deferral was granted, such that Participants with no Deficiency Charges for the original Binding Season for which the deferral was granted will receive a pro rata share of such deferred Deficiency Charges collected; provided, however, that such entities that are otherwise eligible to receive a pro rata share remain active Participants at the time the deferred Deficiency Charge revenues are distributed.
- 17A.8 A Participant's FS Capacity Requirement deficiency associated with a deferred Deficiency Charge shall be treated in the Operations Program the same way as deficiencies associated with a paid Deficiency Charge.

20. Components of the Operations Program

20.1 Sharing Calculation

20.1.1 WPP shall implement, as more fully described in the Business Practice Manuals, with respect to each Forward Showing Submittal accepted by WPP for a Participant under Part II of this Tariff, or with respect to each Subregion in which the Participant is responsible for load regardless of whether the Participant submitted a single Forward Showing Submittal encompassing its loads in *multiple* Subregions, the following Sharing Calculation to identify any hour in which any Participant is forecast to have a capacity deficit (known as a “Sharing Event”). This calculation takes into account changes in a Participant’s resource availability, resource performance, forecast load, and Contingency Reserve relative to the Forward Showing, plus an Uncertainty Factor. The Sharing Calculation is equal to:

$$[(P50) * (1 + FSPRM) + \text{Contingency Reserve Adjustment}] - [\text{Load Forecast} - \text{Demand Response Capacity Resources} + \text{Contingency Reserve Obligation} + \text{Uncertainty Factor}] + [\Delta \text{Forced Outages} + \Delta \text{RoR Performance} + \Delta \text{VER Performance}]$$

Where:

P50 refers to the Participant’s Monthly P50 Peak Load for that Binding Season’s Month;

FSPRM, as described in Section 16.1.2, is an increment of resource adequacy supply needed to meet conditions of high demand in excess of the applicable peak load forecast and other conditions such as higher resource outages and is expressed as a percentage of the applicable Participant P50 Peak Load Forecast for that Binding Season’s month;

Contingency Reserve Adjustment accounts for changes in Contingency Reserve expectations (relative to the Contingency Reserve assumed in the FSPRM) resulting from energy contract purchases and contract sales as set forth in the Business Practice Manuals;

Load Forecast refers to the forecast of expected load for the subject hour for the loads for which the Participant is the Load Responsible Entity and that have not been excluded from WRAP participation;

Demand Response Capacity Resource as described in Section 16.2.5.4.

Contingency Reserve Obligation refers to the amount of Contingency Reserve the Participant is carrying during the operating hour equal to *the LRE’s share of the Balancing Authority’s total Contingency Reserve*

obligation modified by any Contingency Reserve Adjustment, as set forth in the Business Practice Manuals;

Uncertainty Factor refers to a factor determined by WPP, as more fully set forth in the Business Practice Manuals, to account for the potential variance between forecasts of load, solar resources, wind resources, and run-of-river resources, and the Operating Day conditions of such load and resources;

Δ Forced Outages refers, for the subject hour, to the sum of:

- (i) any change in forced outages of any of the thermal resources included in the Participant's Portfolio QCC, relative to the forced outages assumed in the Forward Showing Submittal by application of the Forced Outage Factor; plus
- (ii) any change in forced outages of any of the Storage Hydro Qualifying Resources relative to the forced outages assumed in the calculation of the Participant's Resource QCC as more fully described in the Business Practice Manuals; plus
- (iii) any reduction in output capability of any of the Energy Storage Resources due to equipment failure or protection
 - a. In the first four (4) hours the Forced Outages MWs that can be claimed are equal to [(charge MW x duration)/4]
 - b. For all hours beyond four (4) hours, the Forced Outages MW amount that can be claimed for an Energy Storage Resource shall not be greater than the monthly QCC; plus
- (iv) any impacts of transmission conditions on previously acquired WRAP Qualifying Transmission that result in capacity reductions up to the level of the Resource QCC of the associated Qualifying Resource;

Δ RoR Performance refers to any change, for the subject hour, in expected performance of any of the run-of-river resources in the Participant's Portfolio QCC relative to the QCC of those Qualifying Resources; and

Δ VER Performance refers to any change, for the subject hour, in expected performance of the VER Resources in the Participant's Portfolio QCC relative to the QCC of those Qualifying Resources;

- 20.1.2 In addition to the foregoing, the Sharing Calculation for a Participant that is a purchaser of an RA Transfer shall be performed in two passes, with and without such purchase. If the result of assuming in the first pass that the Participant had not purchased the RA Transfer is that the Participant has a negative Sharing Calculation, then the Participant that sold the RA Transfer must agree, for the time period addressed by the Sharing Calculation, to an energy delivery to the Participant that purchased the RA Transfer, in an amount equal to the lesser of: (i) the MW quantity needed

to result in a net zero Sharing Calculation for the Participant that purchased the RA Transfer; and (ii) the MW amount of the RA Transfer. If the result of recognizing the Participant's purchase of the RA Transfer in the second pass is that the Participant has a positive Sharing Calculation, then the Participant that sold the RA Transfer must assume a share of the purchasing Participant's resulting obligation to the Operations Program in an amount equal to the MW quantity of the RA Transfer, minus the MW quantity of the delivery made by the seller of the RA Transfer to the purchaser of the RA Transfer as a result of the first pass.

20.1.3 The Sharing Calculation of any Participant that was found to have a Monthly Capacity Deficiency under Sections 16.1 and 16.2, for which such Participant paid a Deficiency Charge, including any Deficiency Charge reduced by application of Section 17.3 and/or Section 17A during the Transition Period, shall be reduced by the MW quantity of such Monthly Deficiency.

20.2 Holdback Requirement

To the extent that: (i) WPP's application of the Sharing Calculation identifies on the Preschedule Day a Sharing Event for any hour(s) of the Operating Day; and (ii) the Participant(s) found to be deficient for such hour(s) by the Sharing Calculation confirms to WPP on the Preschedule Day, in accordance with notification and confirmation procedures set forth in the Business Practice Manuals, such Participant's need for capacity for such hour(s), then WPP shall determine the Participants having a Holdback Requirement for such hour(s) and the quantity of the Holdback Requirement for each such Participant in accordance with this Section 20.2. The Operations Program will prioritize offers of Voluntary Holdback in the allocation and assignment of Holdback Requirements. Holdback Requirements shall be expressed as whole MWs for each hour for which they are estimated or established and shall not be specific to any Qualifying Resource.

20.2.1 Subregion with Central Hub

For any hour, as to any Subregion identified in the Business Practice Manuals as containing a central transmission hub permitting energy deliveries to that hub from any point within such Subregion ("Central Hub"), the aggregate of the holdback needed to meet the requirements of all Participants with negative Sharing calculation results that have confirmed their need for holdback will be allocated and assigned first among offers of Voluntary Holdback, and second, to the extent such needs remain unmet, among Participants with positive Sharing Calculation results.

20.2.1.1 Allocation of Voluntary Holdback: Voluntary Holdback will be allocated in one of three alternative ways, based on comparing

the aggregate confirmed need for holdback among Participants with negative Sharing Calculation results against the aggregate of all offers for Voluntary Holdback.

20.2.1.1.1 If the total MW quantity of all Voluntary Holdback offered is equal to the total MW quantity of all deficient Participants' confirmed requests for holdback, then each Participant that offered Voluntary Holdback is assigned its offered Voluntary Holdback as its Holdback Requirement.

20.2.1.1.2 If the total MW quantity of all Voluntary Holdback offered is more than the total MW quantity of all deficient Participants' confirmed requests for holdback, then each Participant that offered Voluntary Holdback is assigned as its Holdback Requirement a percentage of the total confirmed need for holdback based on the ratio of the Participant's MWs of offered Voluntary Holdback to the sum of all Participants' MWs of offered Voluntary Holdback.

20.2.1.1.3 If the total MW quantity of all Voluntary Holdback offered is less than the total MW quantity of all deficient Participants' confirmed requests for holdback, then each Participant's Holdback Requirement is determined as set forth in section 20.2.1.2.

20.2.1.2 Allocation of Remaining Holdback Requirement: Sharing Calculation Results

If the total MW quantity of all Voluntary Holdback offered is less than the total MW quantity of all deficient Participants' confirmed requests for holdback, then the maximum Voluntary Holdback offered is used as the first term in the Holdback Requirement. The remaining term of the Holdback Requirement is met by application of the Sharing Calculation, and the results of the two terms are summed for each Participant. The remaining need for holdback that is not met by Voluntary Holdback is allocated among all Participants with positive Sharing Calculation results pro rata based on the ratio for each Participant of the Participant's positive Sharing Calculation result to the sum of the positive Sharing Calculation results. The sum of these two values for each applicable Participant is the Holdback Requirement for that Participant.

20.2.2 Subregion without Central Hub

For any hour, any Subregion not containing a Central Hub, the Program Operator shall conduct an optimization-based allocation to pair surplus and deficient Participants. The allocation methodology will utilize the points at which surplus Participants can deliver their Holdback Requirement, the points at which deficient Participants can take receipt of their allocation of the total Holdback Capacity, and the transfer capability that exists to the points at which surplus Participants can deliver and the points at which deficient Participants can take receipt.

The optimization will generally attempt to prioritize (i) Voluntary Holdback; (ii) Holdback Capacity matched pursuant to the information provided per Section 19.4 on a nearest neighbor and cluster basis, allocated pro rata among Participants within such cluster; (iii) Holdback Capacity matched pursuant to the information provided and allocated among Participants within the same Subregion to the extent not matched and allocated under category (ii); and finally (iv) Holdback Capacity from Participants in another Subregion, paired with any transmission service per Section 14.3.2.

20.2.3 Absent a Holdback Requirement Transfer as described below, a Participant's Holdback Requirement for any hour of an Operating Day shall not exceed the level first set by WPP on the Preschedule Day for that Participant for that hour.

20.2.4 Any Participant may agree with any other Participant for the first Participant to transfer to the second Participant some or all of the Holdback Requirement established for the first Participant for any hour on any Operating Day. Any such Holdback Requirement Transfer shall be a bilateral arrangement settled outside the Operations Program, provided, however, that both Participants must timely notify WPP, by the time and in the manner described in the Business Practice Manuals, of such Holdback Requirement Transfer. Any necessary transmission arrangements and any transaction settlements shall be the sole responsibility of the Participants that are the parties to such bilateral arrangement.

20.2.4.1 No Holdback Requirement transfer for any hour shall be permitted if notice of such bilateral transaction is not fully reported to WPP, in the form required by the Business Practice Manuals, by 120 minutes before the start of such hour.

20.3 Release of Surplus Capacity

20.3.1 As detailed in the Business Practice Manuals, WPP will review the indicative Sharing Calculation results from the Multi-Day Ahead

Assessment and to the extent the WPP determines any indicative Sharing Calculations can be reduced, it may release all or a portion of Participants' future Holdback Requirements. WPP may permit a release of future Holdback Requirements to the extent WPP has not applied a Safety Margin for such hour and (i) WPP's continued Sharing Calculations determine that no Participant has a negative indicative Sharing Calculation result for such hour; and (ii) WPP determines there is a low probability of a Sharing Event for the hour; or (iii) WPP grants a Participant's request for extenuating circumstances of all or any portion of that Participant's future Holdback Requirement for the hour.

- 20.3.2 Upon release of all or any portion of a future Holdback Requirement, the quantity of future Holdback Requirement so released shall no longer be subject to an Energy Deployment requirement under the Operations Program for the subject hour.

20.4 Energy Deployment

- 20.4.1 Participants shall provide energy during an hour, in support of any Participants with a negative Sharing Calculation result and a confirmed need for energy under the Operations Program for such hour, in accordance with WPP's calculation of the Energy Deployment for such hour. The total Energy Deployment required of all Participants that are subject to Energy Deployment shall equal the sum, in MWh for that hour, of the energy confirmed as being needed in that hour by Participants in such Subregion with negative Sharing Calculation results in such hour, to the extent that can be supported by the Program. The Energy Deployment assigned to each Participant shall not exceed that Participant's Holdback Requirement calculated on the Preschedule Day, adjusted for any applicable transfer of Holdback Requirement as allocated and assigned for the Preschedule Day, and, as further adjusted to reflect the election, made after the Preschedule Day, of any Participant with a negative Sharing Calculation result on the Preschedule Day to decline all or any part of the Holdback Capacity to which it would have been entitled based on the Holdback Requirements determined on the Preschedule Day.

- 20.4.1.1 In Subregions with a Central Hub, Energy Deployments required hereunder shall be delivered to the Central Hub in such Subregion, or to an alternate delivery point mutually agreed by the parties to a specific Energy Deployment, provided both parties to the transaction report such alternative delivery arrangements to WPP in the form and manner described in the Business Practice Manuals.

- 20.4.1.2 In Subregions without a Central Hub, Energy Deployments required hereunder shall be delivered to the receipt point and delivery point as indicated by the optimization allocation, or to an

alternate delivery point mutually agreed by the parties to a specific Energy Deployment, provided both parties to the transaction report such alternative delivery arrangements to WPP in the form and manner described in the Business Practice Manuals.

20.4.2 The Energy Deployment a Participant may receive for any hour shall be no greater than the negative Sharing Calculation result calculated for such Participant for such hour. Such Participant shall confirm, by no later than 85 minutes before the start of such hour, the quantity of Energy Deployment for which it requires delivery for such hour, through the procedures outlined in the Business Practice Manuals. Any Participant that does not confirm required Energy Deployment deliveries for such hour by such deadline will be deemed to waive all deliveries of Energy Deployment under the Operations Program for such hour.

20.4.3 The Energy Deployment a Participant can be required to supply for an hour shall not exceed the final Holdback Requirement calculated for such Participant on Preschedule Day, including any duly reported exchange of Holdback Requirement, as of 85 minutes before the start of such hour.

20.4.4 WPP shall advise each Participant with a required Energy Deployment for an hour of the required MWh quantity and delivery point of such Energy Deployment by no later than 80 minutes before the start of such hour.

20.5 Safety Margin

20.5.1 WPP may establish on the Preschedule Day a Safety Margin for the WRAP Region or any identified Subregion thereof for any hour of an Operating Day when warranted by such circumstances as potential large resource trips, heavy transmission outage conditions, significant environmental conditions, or other similar regional or subregional conditions, as more fully set forth in the Business Practice Manuals.

20.5.2 Any Safety Margin so determined for an hour shall be allocated pro rata among Participants with a positive Sharing Calculation result, based on their relative shares of the sum of all positive Sharing Calculation results for such hour, provided, however, that the Safety Margin allocated to a Participant may not result in a Holdback Requirement for such Participant greater than such Participant's Sharing Calculation result. A Participant allocated holdback for a Safety Margin hereunder does not receive compensation under this Tariff for such allocation of holdback.

20.5.3 WPP shall notify all Participants of application of a Safety Margin for any hour, including in such notice the total timeframe, the MW amount, and the rationale for such Safety Margin.

20.6 Operations Program Transmission Service Requirements

Participant shall have in place, prior to the Operating Day, WRAP Qualifying Transmission for each hour of such Operating Day for which a Sharing Event has been established, in a quantity sufficient for deliveries from the Qualifying Resources relied upon in such Participant's Forward Showing Submittal to demonstrate satisfaction of such Participant's FS Capacity Requirement (or from replacement Qualifying Resources) to serve such Participant's loads during such hours. In the event a Participant has an Energy Delivery Failure, the review associated with the possible assessment of a Delivery Failure Charge on such Participant shall, as further described in the Business Practice Manuals, include whether a failure to secure sufficient WRAP Qualifying Transmission caused or contributed to such Energy Delivery Failure. For such purpose, the Participant will have been expected to have complied with the transmission service requirement stated in this subsection.

20.7 Failure to Deliver Energy Deployments

20.7.1 A Participant assigned a required Energy Deployment pursuant to Section 20.4.4 of this Tariff for any hour that fails to deliver the specified energy during such hour, and that does not obtain a waiver of its Energy Deployment obligation, shall be assessed a Delivery Failure Charge.

20.7.2 A Participant shall be deemed to have an Energy Delivery Failure if Participant fails to deliver the Energy Deployment quantity established under Section 20.4.1, absent grant of a waiver pursuant to Section 20.7.3 of this Tariff.

20.7.3 A Participant anticipating an Energy Delivery Failure should provide WPP notice of such expected Energy Delivery Failure as soon as practicable after becoming aware of the anticipated failure. Whether anticipated or not, a Participant may request a waiver of an Energy Deployment obligation after an Energy Delivery Failure has occurred. The WPP shall review all such waiver requests and shall determine whether the Participant's justification for the Energy Delivery Failure is valid and warrants waiver of its Energy Deployment obligation. The WPP also shall consider whether the Participant knew in advance, or reasonably should have known in advance, of an Energy Delivery Failure, and what efforts the Participant took to notify the WPP in advance of such Energy Delivery Failure. The procedures for addressing such waiver requests, including a non-exclusive list of valid justifications for an Energy Delivery Failure shall be set forth in the Business Practice Manuals. A Participant denied a waiver request hereunder may appeal such denial to the Board of Directors in accordance with the procedures and deadlines set forth in the Business Practice Manuals. In such event, the requested waiver shall be denied or permitted as, when and to the extent permitted by the Board, in accordance with the procedures and timing set forth in the Business Practice Manuals. WPP shall report on the disposition of each waiver request received.

20.7.4 The Delivery Failure Charge for each hour shall be the Charge Rate applicable for such hour times the MWhs of energy that were required to be, but were not, delivered pursuant to an Energy Deployment during such hour. The Charge Rate shall be the higher of the Day-Ahead price or Real-Time price provided by the Day-Ahead Applicable Price Index and Real-Time Applicable Price Index as specified in the Business Practice Manuals for the Subregion applicable to the location of the delivering entity, applicable to the day and hour of the energy delivery, respectively, for the hour, times a Delivery Failure Factor, as follows:

20.7.4.1 If the deficit is fully covered by other Participants through the Operations Program, in each instance of failure, the Delivery Failure Factor shall be five for the first non-waived Energy Delivery Failure in a Cumulative Delivery Failure Period; ten for the second non-waived Energy Delivery Failure in a Cumulative Delivery Failure Period; and twenty for the third and subsequent non-waived Energy Delivery Failures in a Cumulative Delivery Failure Period. For purposes of applying the Delivery Failure Factors under this Section 20.7.4 or the review referenced in Section 20.7.5, multiple Energy Delivery Failures occurring in one day shall be treated as a single instance of failure.

20.7.4.2 If the deficit is not fully covered by other Participants through the Operations Program, the Delivery Failure Factor is twenty-five for the first non-waived Energy Delivery Failure in a Cumulative Delivery Failure Period; and fifty for the second and subsequent non-waived Energy Delivery Failures (regardless of whether the prior instance(s) of delivery failure were fully covered by other Participants) in a Cumulative Delivery Failure Period.

20.7.4.3 Revenues from Delivery Failure Charges assessed in cases where the deficit was fully satisfied by other Participants will be used to reduce WPP costs that are recovered under Schedule 1, WRAP Administration Charge. Revenues from Delivery Failure Charges assessed in cases where the deficit was not fully met by other Participants will be collected by the WPP and provided to the Participant that had an unserved deficit.

20.7.4.4 Notwithstanding anything to the contrary in this Section 20.7.4, the Delivery Failure Charges assessed on a Participant, regardless of application of the Delivery Failure Factor, shall not exceed, over the course of a Summer Season and the immediately succeeding Winter Season, the dollar amount that, as more fully detailed in the Business Practice Manuals, would have been assessed cumulatively under Section 17 as Deficiency Charges if the Participant had one or more Forward Showing Capacity Deficiencies over the course of such Summer Season and Winter

Season in the same MW amounts as the highest MW amount of Delivery Failure experienced by such Participant in each Month of such Summer Season and Winter Season. The maximum dollar amount described herein shall be calculated on an ongoing basis during such Summer Season and Winter Season, and increased or reduced accordingly, without awaiting the end of the combined period of such Summer Season and Winter Season.

20.7.5 In addition to assessment of the Delivery Failure Charge, a third or subsequent instance of non-waived delivery failure, when all such delivery failures are fully covered by other Participants, or a second or subsequent instance of non-waived delivery failure when such instance is not fully covered by other Participants, will subject the Participant to review for expulsion from the WRAP.

20.8 Voluntary Response to Increased Deficiencies Identified After Preschedule Day

20.8.1 A Participant that identifies an unmet need for energy for any hour of an Operating Day that is outside of assistance provided or to be provided by Holdback Requirements or Energy Deployments established hereunder may, in accordance with procedures specified in the Business Practice Manuals, notify WPP of the need for such assistance. WPP will establish a portal or other procedure, as specified in the Business Practice Manuals, to facilitate provision of assistance, on a voluntary, bilateral basis, by other Participants to the Participant that identified the unmet need. Compensation, terms, and conditions of any resulting bilateral transactions will be determined by the affected parties outside of this Tariff. While Participant response to any such notification is voluntary, Participants are encouraged to provide assistance to other Participants in the circumstances described in this subsection, in consideration of the mutual support each Participant has agreed to provide to each other Participant by its agreement to participate in the WRAP, including this Operations Program.

Attachment B

Marked Proposed Tariff Revisions

Effective December 26, 2026

1. Definitions

Unless the context otherwise specifies or requires, capitalized terms used in this Tariff shall have the respective meanings assigned herein for all purposes of this Tariff (such definitions to be equally applicable to both the singular and the plural forms of the terms defined). Unless otherwise specified, all references herein to Parts, Sections, Schedules, or Attachments, are to Parts, Sections, Schedules, or Attachments of this Tariff.

Applicable Price Index: A published index of wholesale electric prices, or Locational Marginal Prices duly calculated and posted by a FERC-regulated market operator, in either case as designated under Part III of this Tariff for use in connection with an identified Subregion.

Administration Charge or WRAP Administration Charge: The charge established under Schedule 1 of this Tariff for recovery of the costs of the WRAP.

Advance Assessment: Analyses and calculations of Participant load, resource, and other information performed in advance of each Binding Season as set forth in Part II of this Tariff.

Aggregate Capacity Deficiency: As to a Binding Season, the sum of the maximum Monthly Deficiencies of all Participants that submitted FS Submittals for such Binding Season, as determined following completion of the Cure Period for such Binding Season.

Available Transfer Capability (“ATC”): Transfer capability remaining in the physical transmission network for further commercial activity over and above already committed uses.

Balancing Authority: The responsible entity that integrates resource plans ahead of time, maintains demand and resource balance within a Balancing Authority Area, and supports interconnection frequency in real time.

Balancing Authority Area: The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

Base Charge: A component of the WRAP Administration Charge as established under Schedule 1 of this Tariff.

Base Costs: Base Costs shall have the meaning provided in Schedule 1 of this Tariff.

Base Services Cost Centers: The cost centers comprising the Base Charge as defined in Schedule 1 of this Tariff.

Base Services Percentage: Base Services Percentage shall have the meaning provided in Schedule 1 of this Tariff.

Binding Season: The Summer Season or the Winter Season.

Board of Directors or Board: The Board of Directors of the Northwest Power Pool d/b/a Western Power Pool.

Business Day: Any Day that is a Monday through Friday, excluding any holiday established by United States federal authorities.

Business Practice Manuals: The manuals compiling further details, guidance, and information that are appropriate or beneficial to the implementation of the rules, requirements, and procedures established by this Tariff. Business Practice Manuals do not include such internal rules or procedures as the Western Power Pool may adopt for its operation and administration, including but not limited to any corporate by-laws of the Western Power Pool, or for any services or functions provided by the Western Power Pool other than those established by this Tariff.

CAISO: The California Independent System Operator Corporation, a California nonprofit public benefit corporation.

Capacity Benefit Margin: An amount of transmission transfer capability permitted under open access transmission rules to be reserved by load serving entities to ensure access to generation from interconnected systems to meet generation reliability requirements.

Capacity Critical Hours (“CCH”): Those hours during which the *Subregional* capacity need is expected to be above the 95th percentile, based on historical and synthesized data for the *Subregion’s* gross load, variable energy resource performance, and *other adjustments as determined by the Program Administrator and further discussed in the Business Practice Manuals*.

Capacity Deficiency: A shortfall in a Participant’s Portfolio QCC relative to that Participant’s FS Capacity Requirement, as further defined in Part II of this Tariff.

Cash Working Capital Fund: Cash Working Capital Fund shall have the meaning provided in Schedule 1 of this Tariff.

Cash Working Capital Support Charge: A charge assessed to Participants under Schedule 1 of this Tariff to fund the Cash Working Capital Fund.

Cash Working Capital Support Charge Rate: Cash Working Capital Support Charge Rate shall have the meaning provided in Schedule 1 of this Tariff.

Central Hub: A designated point or named group of points on the transmission system within a Subregion identified by the Program Administrator that permits energy deliveries from multiple points within such Subregion.

Cost of New Entry (“CONE”): The estimated cost of new entry of a new peaking natural gas-fired generation facility, as determined under, and used in, Part II of this Tariff.

CONE Factor: A factor employed in the calculation of Deficiency Charges under Part II of this Tariff, to reflect whether, and the extent to which, the WRAP Region as a whole is expected to have a capacity deficiency during the period for which the Deficiency Charge is being calculated or a factor employed when a Participant has had repeated deficiencies in sequential years.

Committee of State Representatives (“COSR”): Committee of State Representatives, as established in Part I of this Tariff.

Contingency Reserve: As more fully described in the NERC reliability standards, a quantity of reserves, consisting of generation, load, interchange, or other resources, that are deployable within ten minutes.

~~**Critical Mass:** The threshold level of participation in a Subregion, as established in the Business Practice Manuals, below which each Participant of such Subregion may elect to participate as a Non-Binding Participant.~~

Cumulative Delivery Failure Period: Any period of five consecutive years, ending with and including the most recent Energy Delivery Failure as of the time of determination of a possible Delivery Failure Charge.

Day: A calendar day.

Day-Ahead Price: A price for wholesale electric transactions designated as a day-ahead price in an Applicable Price Index.

Default Allocation Assessment: A charge assessed on non-defaulting Participants to recover the costs associated with a default by a Participant, as set forth in Part I of this Tariff.

Deficiency Charge: A charge assessed for a Capacity Deficiency or Transmission Deficiency, as set forth in Part II of this Tariff.

Delivery Failure Charge: A charge assessed for a Participant’s failure to deliver a required Energy Deployment, as set forth in Part III of this Tariff.

Delivery Failure Charge Rate: A rate employed in the determination of a Delivery Failure Charge as more fully set forth in Part III of this Tariff.

Delivery Failure Factor: A factor used in the determination of a Delivery Failure Charge to recognize the relative severity or impact of an Energy Delivery Failure, as set forth in Part III of this Tariff.

Demand Response: A quantifiable load reduction or otherwise controllable load for which a Participant has two mutually-exclusive options to use to affect its FS Capacity Requirements in a FS for a Binding Season: (1) leave the effects of historically deployed demand response as part of its load provided for the Advance Assessment; or (2) utilize as a Demand Response Capacity Resource.

Demand Response Capacity Resource: A Qualifying Resource with a demonstrated capability to provide a reduction in demand or otherwise control load in accordance with the requirements established under Part II of this Tariff utilized to meet a Participant’s FS Capacity Requirement.

Demonstrated FS Transmission: A Participant’s demonstration in its Forward Showing Submittal that it has secured WRAP Qualifying Transmission in a quantity sufficient to provide

reasonable assurance, as of the time of the Forward Showing Submittal, of delivery of capacity from the Qualifying Resources and the resources associated with the power purchase agreements in the Participant's Portfolio QCC.

Discounted Deficiency ~~Change~~Charge: A reduced Deficiency Charge during the Transition Period that enables a deficient Participant that demonstrates commercially reasonable efforts but is unable to cure deficiencies to access Operations Program capacity.

Dual Benefit Cost Centers: Dual Benefit Cost Centers shall have the meaning provided in Schedule 1 of this Tariff.

Effective Load Carrying Capability ("ELCC"): A methodology employed to determine the Qualified Capacity Contribution of certain types of Qualifying Resources, as more fully set forth in Part II of this Tariff.

Energy Declined Settlement Price: A pricing component used as part of the calculation of settlements for Holdback Requirements and Energy Deployments under Part III of this Tariff.

Energy Delivery Failure: A failure by a Participant to provide an Energy Deployment assigned to such Participant under Part III of this Tariff.

Energy Deployment: A delivery of energy that a Participant is required to provide during an Operating Day, as set forth in Part III of this Tariff.

Energy Storage Resource: A resource, not including a Storage Hydro Qualifying Resource, designed to capture energy produced at one time for use at a later time.

Excused Transition Deficit: A Participant's inability during the Transition Period to demonstrate full satisfaction of the Participant's FS Capacity Requirement, which, under certain conditions and limitations prescribed by Part II of this Tariff, permits the Participant to pay a Discounted Deficiency Charge.

Federal Power Marketing Administration: A United States federal agency that operates electric systems and sells the output of federally owned and operated hydroelectric dams located in the United States.

FERC: The Federal Energy Regulatory Commission.

Forced Outage Factor: The factor resulting from dividing the number of hours a generating unit or set of generating units is not synchronized to the grid system, not in reserve shutdown state and considered to be out of service for unplanned outages—or a startup failure, by the number of total hours in the period multiplied by 100% or a Program Administrator calculated equivalent forced outage factor that reflects the likelihood and extent to which a resource will be unavailable from time to time due to factors outside management control.

Forward Showing Program: The program and requirements as set forth in Part II of this Tariff.

Forward Showing Submittal (“FS Submittal”): The submissions a Participant is required to submit in advance of each Binding Season to demonstrate its satisfaction of the FS Capacity Requirement and FS Transmission Requirement, as set forth in Part II of this Tariff.

Forward Showing Year: A period consisting of a Summer Season and the immediately succeeding Winter Season.

FS Capacity Requirement: The minimum quantity of capacity a Participant is required to demonstrate for a Binding Season, as set forth in Part II of this Tariff.

FS Deadline: The deadline for Participants’ submissions of their FS Submittals for a Binding Season, as established under Part II of this Tariff.

FS Planning Reserve Margin (“FSPRM”): An increment of resource adequacy supply needed to meet conditions of high demand in excess of the applicable peak load forecast and other conditions such as higher resource outages, or lower availability of resources, expressed as a percentage of the applicable peak load forecast, as determined in accordance with Part II of this Tariff.

FS Transmission Requirement: The minimum quantity of WRAP Qualifying Transmission a Participant is required to demonstrate for a Binding Season, as set forth in Part II of this Tariff.

High-Priced Day: The most recent day in the CAISO in which prices in the day-ahead market were at least \$200/MWh.

Holdback Capacity: Capacity that is voluntarily supplied or is the result of a positive Sharing Calculation result that is bindingly committed to the WRAP after it is claimed by one or more Participants with a negative Sharing Calculation result.

Holdback Requirement: A MW quantity, as determined on a Preschedule Day, that a Participant is required to be capable of converting into an Energy Deployment on a given hour of the succeeding Operating Day, as more fully set forth in Part III of this Tariff.

ICE Index: A wholesale electric price index prepared and published by the Intercontinental Exchange.

Incremental Cash Working Capital Support Charge: Incremental Cash Working Capital Support Charge shall have the meaning provided in Schedule 1 of this Tariff.

Independent Evaluator: An independent entity engaged to provide an independent assessment of the performance of the WRAP and any potential beneficial design modifications, as set forth in Part I of this Tariff.

Installed Capacity: Nameplate capacity adjusted for conditions at the site of installation.

International Power Marketing Entity: An entity that (i) owns, controls, purchases and/or sells resource adequacy supply and is responsible under the WRAP program for meeting LRE obligations associated with one or more loads physically located outside the United States.

Legacy Agreement: A power supply agreement entered into prior to October 1, 2021.

Load Charge: A component of the WRAP Administration Charge as established under Schedule 1 of this Tariff.

Load Charge Rate: Load Charge Rate shall have the meaning provided in Schedule 1 of this Tariff.

Load Services Costs: Load Services Costs shall have the meaning provided in Schedule 1 of this Tariff.

Load Services Cost Centers: Load Services Cost Centers shall have the meaning provided in Schedule 1 of this Tariff.

Load Services Percentage: Load Services Percentage shall have the meaning provided in Schedule 1 of this Tariff.

Load Responsible Entity (“LRE”): An LRE is an entity that (i) owns, controls, purchases and/or sells resource adequacy supply, or is a Federal Power Marketing Administration or an International Power Marketing Entity, and (ii) has full authority and capability, either through statute, rule, contract, or otherwise, to:

- (a) submit capacity and system load data to the WRAP Program Operator at all hours;
- (b) submit Interchange Schedules within the WRAP Region that are prepared in accordance with all NERC and WECC requirements, including providing E-Tags for all applicable energy delivery transactions pursuant to WECC practices and as required by the rules of the WRAP Operations Program;
- (c) procure and reserve transmission service rights in support of the requirements of the WRAP Forward Showing Program and Operations Program; and
- (d) track and bilaterally settle holdback and delivery transactions.

Subject to the above-mentioned criteria, an LRE may be a load serving entity, may act as an agent of a load serving entity or multiple load serving entities, or may otherwise be responsible for meeting LRE obligations under the WRAP.

Locational Marginal Price: The cost of delivering an additional unit of energy to a given node, as calculated under a FERC-regulated wholesale electric tariff.

Loss of Load Expectation (“LOLE”): An expression of the frequency with which a single event of failure, due to resource inadequacy, to serve firm load would be expected (based on accepted reliability planning analysis methods) to result from a given FS Planning Reserve Margin.

Make Whole Adjustment: A component used as part of the calculation of settlements for Holdback Requirements and Energy Deployments under Part III of this Tariff.

Maximum Base Charge: The maximum amount prescribed in Schedule 1 of the Tariff that the Base Charge cannot exceed.

Maximum Load Charge Rate: The maximum rate prescribed in Schedule 1 of the Tariff that the Load Charge Rate cannot exceed.

Median Monthly P50 Peak Loads: Median Monthly P50 Peak Loads has the meaning prescribed by Schedule 1 of this Tariff.

Month: A calendar month.

Monthly Capacity Deficiency: A Participant's Capacity Deficiency for a given Month.

Monthly Deficiency: An identification under Part II of this Tariff whether, and the extent to which, a Participant's need for capacity or transmission for a given Month is greater than the capacity or transmission, respectively, the Participant can demonstrate for such Month.

Monthly FS Capacity Requirement: FS Capacity Requirement determined as to a Month.

Monthly FSPRM: The FS Planning Reserve Margin applicable to a given Month of a given Binding Season, as determined in accordance with Part II of this Tariff.

Monthly Transmission Deficiency: A Participant's Transmission Deficiency for a given Month.

Monthly Transmission Demonstrated: A Participant's Demonstrated FS Transmission for a given Month.

Monthly Transmission Exceptions: Exceptions from the FS Transmission Requirement approved under Part II of this Tariff for a Participant for a given Month.

Multi-Day-Ahead Assessment: A period of days preceding each Operating Day, and ending on the Preschedule Day, during which Sharing Calculations are successively performed based in each case on Operating Day conditions expected at the time of calculation.

North American Electric Reliability Corporation ("NERC"): A not-for-profit international regulatory authority that serves as the designated electric reliability organization for the continental United States, Canada, and a portion of Mexico.

Net Contract QCC: The QCC, which may be a positive or negative value, calculated, in sum and on net, for a Participant's power purchase agreements and power sale agreements, in accordance with Part II of this Tariff.

Non-Binding Season: As to a Participant, any Binding Season during which the provisions of Section 15A.1 of this Tariff apply.

Non-Binding Participant: For any Binding Season, a Participant that has made an election by which such Binding Season is a Non-Binding Season for that Participant.

Open Access Transmission Tariff: A governing document on file with FERC establishing the rates, terms, and conditions of open access transmission service, or equivalent tariff of a transmission service provider that is not required to file its transmission service tariff with FERC.

Operating Day: A current Day of actual electric service from resources to load, for which Sharing Events are determined and Energy Deployments may be required, as set forth in Part III of this Tariff.

Operations Program: The program and requirements set forth in Part III of this Tariff.

P50 Peak Load Forecast: A peak load forecast prepared on a basis, such that the actual peak load is statistically expected to be as likely to be above the forecast as it is to be below the forecast.

Participant: A Load Responsible Entity that is a signatory to the WRAPA.

Portfolio QCC: As to a Participant, the sum of the Resource QCC provided by all of a Participant's Qualifying Resources plus the Net Contract QCC of such Participant, as adjusted to reflect RA Transfers as described in Section 16.2.7 and Planned Outages as described in Section 16.2.8.

Preschedule Day: The applicable scheduling Day for a given Operating Day as defined in scheduling calendar established by WECC.

Program Administrator: The Western Power Pool, in its role as the entity responsible for administering the WRAP.

Program Operator: A third party that has contracted with the Program Administrator to provide technical, analytical, and implementation support to the Program Administrator for the WRAP.

Program Review Committee ("PRC"): The stakeholder sector committee as established in Section 4.2 of this Tariff.

Pure Capacity: A MW quantity of capacity without any assigned forced outage rate employed in ELCC determinations under Part II of this Tariff.

Qualifying Capacity Contribution ("QCC"): The MW quantity of capacity provided by a resource, contract, or portfolio which qualifies to help satisfy a Participant's FS Capacity Requirement, as determined in accordance with Part II of this Tariff.

Qualifying Resource: A generation or load resource that meets the qualification and accreditation requirements established by and under Part II of this Tariff.

Real-Time Price: A price for wholesale electric transactions designated as a real-time price in an Applicable Price Index.

Resource Adequacy Participant Committee (“RAPC”): The committee comprised of representatives from each Participant as established in Part I of this Tariff.

Resource QCC: The QCC provided by a Qualifying Resource, as determined in accordance with Part II of this Tariff.

Run-of-River Qualifying Resource (“ROR”): A hydro-electric power project that does not have the capability to store a sufficient volume of water to support continuous generation at the project’s stated maximum capacity for a period of one hour. Resource does not meet the definition of a Storage Hydro Qualifying Resource.

Safety Margin: An additional factor allocated among Participants with positive sharing calculations when warranted by certain conditions as prescribed by Part III of this Tariff.

Senior Official Attestation: A signed statement of a senior official of a Participant attesting that it has reviewed such Participant’s information submission required under this Tariff, that the statements therein are true, correct and complete to the best of such official’s knowledge and belief following due inquiry appropriate to the reliability and resource adequacy matters addressed therein, and containing such further statements as required by this Tariff or the applicable Business Practice Manual for the information submission at issue.

Sharing Calculation: A calculation used in the Operations Program under Part III of this Tariff to identify any hour in which any Participant is forecast to have a capacity deficit.

Sharing Event: An hour or hours of an Operating Day for which one or more Participants has a negative Sharing Calculation result, as determined in accordance with Part III of this Tariff.

Storage Hydro Qualifying Resource: A hydro-electric power project with an impoundment or reservoir located immediately upstream of the powerhouse intake structures that can store a sufficient volume of water to support continuous generation at the project’s stated maximum capacity for a period of one hour or longer.

Subregion: An area definition approved by the Board of Directors and identified in the Business Practice Manuals, that is wholly contained within the WRAP Region, which is separated from one or more other Subregions by transmission constraints on capacity imports or on capacity exports that result, or are expected to result, in differing FSPRM determinations for that Subregion relative to such other Subregion.

Summer Season: A period of time that commences on June 1 of a Year and terminates on September 15 of the same Year.

System Sale: A bilateral agreement that conveys generating capacity from a group of generating resources from one party to another.

Transition Period: The Binding Seasons within the time period from June 1, 2025, through March 15, 2029, plus the time period required to implement the requirements and procedures of Part II of this Tariff applicable to such Binding Seasons.

Transmission Deficiency: A shortfall in a Participant's demonstration of secured WRAP Qualifying Transmission, after accounting for any approved transmission exceptions, relative to that Participant's FS Transmission Requirement, as further defined in Part II of this Tariff.

Unforced Capacity: The percentage of Installed Capacity available after a unit's forced outage rate is taken into account.

Variable Energy Resource ("VER"): An electric generation resource powered by a renewable energy source that cannot be stored by the facility owner or operator and that has variability that is beyond the control of the facility owner or operator, including but not limited to a solar or wind resource.

VER Zone: A geographic area delineated in accordance with Section 16.2.5.2 of this Tariff for a given type of VER, where each VER of that type located in such area is anticipated to be comparably affected by meteorological or other expected conditions in such area to a degree that warrants distinct calculation of ELCC allocations for such VERs of that type in such area.

Voluntary Holdback: Capacity that is offered to the Operations Program by a Participant with excess supply that is not obligated to the WRAP through a positive Sharing Calculation result, some or all of which can be used as part of the offering Participant's Holdback Requirement. For a Participant in a Subregion without a Central Hub, Voluntary Holdback for an hour must additionally include a total quantity for all identified points from Section 19.4 at which it can deliver that is no less than the amount of the Voluntary Holdback capacity for such hour.

Western Electricity Coordinating Council ("WECC"): A non-profit corporation that has been approved by FERC as the regional entity for the western interconnection and that also has NERC delegated authority to create, monitor, and enforce reliability standards.

Western Resource Adequacy Program Agreement ("WRAPA"): The participation agreement for the Western Resource Adequacy Program, as set forth as Attachment A to this Tariff, or as set forth for an individual Participant in a non-conforming version of such participation agreement accepted by FERC.

Western Resource Adequacy Program ("WRAP"): The Western Resource Adequacy Program, as established under this Tariff.

Western Power Pool ("WPP"): Northwest Power Pool, d/b/a Western Power Pool, which serves as Program Administrator for the WRAP under this Tariff and holds exclusive rights under section 205 of the Federal Power Act to file amendments to this Tariff.

Winter Season: A period of time that commences on November 1 of a Year and terminates on March 15 of the immediately following Year.

WRAP Cost Assignment Matrix: The matrix set forth in Schedule 1 of this Tariff to identify which WRAP costs are assessed to the Base Charge and the Load Charge components of the WRAP Administration Charge.

WRAP Qualifying Transmission: Transmission service that is (i) NERC Priority 6 or NERC Priority 7 point-to-point transmission service, (ii) network integration transmission service, or (iii) any firm transmission product that constitutes the highest priority transmission service offered by a transmission service provider, is reserved in advance, cannot be curtailed for higher priority transmission service, and is subject to curtailment only under reliability conditions necessary to maintain transmission system operations.

WRAP Region: The area comprising, collectively, (i) the duly recognized and established load service areas of all loads in the United States that all Participants are responsible for serving, (ii) the duly recognized and established load service areas of all loads in the United States that all load serving entities, on whose behalf a Participant acts in accordance with this Tariff, are responsible for serving, and (iii) 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, in all cases excluding, for any Binding Season, any loads permitted by this Tariff to be excluded from Participants' Forward Showing Submittal for such Binding Season.

Year: A calendar year.

14. Forward Showing Program Process and Timeline

- 14.1 The Forward Showing Program has two Binding Seasons, defined as the Summer Season and the Winter Season. The Summer Season is the period beginning on June 1 of each Year and ending on September 15 of that same Year. The Winter Season is the period beginning on November 1 of each Year and ending on March 15 of the succeeding Year. This Tariff does not establish resource or showing obligations outside the periods defined by the Summer Season and Winter Season.
- 14.2 Each Participant shall submit its Forward Showing Submittals for each Month of each Binding Season, with all required supporting materials and information as detailed in the Business Practice Manuals, on or before the FS Deadline for the Binding Season. The FS Deadline for each Binding Season shall be seven months before the start of such Binding Season.

14.2.1 Forward Showing Submittal:

14.2.1.1 Absent the exception in Section 14.2.1.2, each Participant shall submit a separate Forward Showing Submittal for loads for which it is responsible if transmission constraints between areas where its loads are located, including, without limitation, when Participant is responsible for loads in more than one Subregion, prevent application, in the manner more fully described in the Business Practice Manuals, of Resource QCC or Net Contract QCC from one load area to the FS Capacity Requirement of another load area.

14.2.1.2 Notwithstanding Section 14.2.1.1, a Participant responsible for loads in *multiple* Subregion may submit for a given Month a single Forward Showing Submittal for such loads, and may employ for determination of its FS Capacity Requirement for such Month the lower of the FSPRM values determined for the Subregions where its loads are located, if the Participant demonstrates in such Forward Showing Submittal, in accordance with the procedures and requirements set forth in the Business Practice Manuals, WRAP Qualifying Transmission in a quantity, in addition to that required by the FS Transmission Requirement, equal to the difference in the FSPRM values multiplied by the Participant's P50 Peak Load Forecast for such Month, with a point of delivery in the Subregion with the higher FSPRM value and the point of receipt in the Subregion with the lower FSPRM value. Each such showing shall identify the MW quantity, Month of service, point of receipt, and point of delivery of such WRAP Qualifying Transmission, and such other information as specified in the Business Practice Manuals, and shall verify that the offered rights are WRAP Qualifying Transmission.

14.2.2 Each Participant's Forward Showing Submittal shall include a Senior Official Attestation.

14.3 The FSPRM values used in the Forward Showing Submittals for a Binding Season shall be those values approved by the Board of Directors as the culmination of an Advance Assessment process. No later than twelve months before the FS Deadline for each Binding Season, WPP will determine and post the recommended FSPRM for each Subregion for each Month of such Binding Season. Participants shall provide their load, resource and other information reasonably required to perform the analyses and calculations required for the Advance Assessment, in accordance with the Advance Assessment information submission details and schedule specified in the Business Practice Manuals. No later than nine months before the FS Deadline for such Binding Season, the Board of Directors shall take its final action regarding approval of the FSPRM values for each Month of such Binding Season.

14.3.1 In connection with an Advance Assessment process, or otherwise in connection with consideration of a change to the Business Practice Manuals, the Board of Directors may determine that designation of Subregions would encourage the relief, in whole or part, of transmission constraints on the transfer of capacity within the WRAP Region (whether through development or commitment of transmission, of Qualifying Resources, or by other means) to the benefit of the WRAP Region and the advancement of the objectives of the WRAP. Each such Subregion shall be identified in the Business Practice Manuals.

14.3.2 Any Participant may choose to offer in the Advance Assessment process WRAP Qualifying Transmission owned or controlled by such Participant for delivery of capacity from one Subregion to another Subregion, for use by other Participants under the terms of Part III of this Tariff during any or all identified Months of the applicable Binding Season. Each such offer shall identify the MW quantity, Month of service, point of receipt, and point of delivery of such transmission service rights, and such other information as specified in the Business Practice Manuals, and shall verify that the offered rights are WRAP Qualifying Transmission. No Participant is obligated to offer any such transmission service rights in the Advance Assessment process, but any offer so made and not withdrawn before the deadline during the Advance Assessment process specified in the Business Practice Manuals shall be considered a binding offer of the identified transmission service rights which may not be withdrawn before the end of the last Day of the Month for which such transmission service is offered. WPP shall take account of such offered transmission service rights, along with other transmission deliverability reasonably anticipated to be available for use by Participants for WRAP purposes during the applicable Binding Season in its determination of the recommended FSPRM values for each Month of the applicable Binding Season for the WRAP Region and for each affected Subregion.

14.3.3 If, after the Board of Directors has approved the FSPRM values for a Binding Season pursuant to this Section 14.3, a change to a NERC or WECC Reliability Standard or other applicable NERC or WECC requirement governing Contingency Reserves becomes effective, and implementation of such change would result in a decrease to one or more Monthly FSPRM values for that Binding Season, WPP may adjust the affected Monthly FSPRM values solely to reflect the effect of such change. The Board of Directors may approve such revised Monthly FSPRM values, provided that such approval occurs more than three months before the FS Deadline for that Binding Season. Any revised Monthly FSPRM approved pursuant to this Section 14.3.3 may only decrease, and may not increase, a Monthly FSPRM value previously approved for that Binding Season

14.4 No later than sixty Days after the FS Deadline for a Binding Season, WPP will (i) provide the values of the Participant's FS Capacity Requirement and FS Transmission Requirement for each Month of the Binding Season; (ii) affirm that the Portfolio QCC of such Participant for each Month of the Binding Season equals or exceeds the FS Capacity Requirement of such Month for such Participant or notify such Participants of any deficiencies in the Forward Showing Submittal that result in a failure to demonstrate satisfaction of the FS Capacity Requirement; and (iii) affirm that the Demonstrated FS Transmission plus approved Monthly Transmission Exceptions of such Participant for each Month of the Binding Season equals or exceeds the FS Transmission Requirement of such Month for such Participant or notify such Participants of any deficiencies in the Forward Showing Submittal that result in a failure to demonstrate satisfaction of the FS Transmission Requirement.

14.5 Within 120 Days after the FS Deadline, the Participant shall (i) submit revisions to its Forward Showing Submittal, including, without limitation, additions or revisions to the Participant's Resource QCC, Net Contract QCC, or Demonstrated FS Transmission; (ii) in order to fully cure all identified deficiencies and demonstrate that such Participant's Portfolio QCC for each Month of the Binding Season equals or exceeds its FS Capacity Requirement; and (iii) fully provide Demonstrated FS Transmission for each Month of the Binding Season that equals or exceeds its FS Transmission Requirement for the same Month of the Binding Season where WPP identified deficiencies.

14.5.1 Any Participant that fails to cure identified deficiencies in its Forward Showing Submittal within the period prescribed above shall be assessed a Deficiency Charge.

14.6 In the event that a failure of the Forward Showing software system (i) occurs in the seven Days preceding a FS Deadline and (ii) prevents a Participant from meeting the FS Deadline, the FS Deadline shall be extended by one Day for each Day the Forward Showing software system failure persists and prevents the Participant from meeting the FS Deadline. In the event that a failure of the

Forward Showing software system triggers an extension of the FS Deadline pursuant to this Section, the deadline for WPP to respond to the Forward Showing Submittal set forth in Section 14.4 shall be extended by a commensurate number of Days as the FS Deadline.

14.7 In the event that a failure of the Forward Showing software system occurs within seven Days of the deadline for WPP to respond to Forward Showing Submittals pursuant to Section 14.4, the deadline for WPP to respond set forth in Section 14.4 shall be extended by one Day for each Day that the Forward Showing software system failure persists and prevents WPP from meeting the deadline provided in Section 14.4.

14.8 In the event that a failure of the Forward Showing software system (i) occurs in the seven Days preceding the deadline to cure deficiencies in the Forward Showing Submittal set forth in Section 14.5 and (ii) prevents a Participant from meeting the deadline to cure deficiencies in the Forward Showing Submittal provided in Section 14.5, the deadline set forth in Section 14.5 shall be extended by one Day for each Day the Forward Showing software system failure persists and prevents the Participant from meeting the deadline set forth in Section 14.5.

15A. Non-Binding Seasons

15A.1 A Participant will participate as a Non-Binding Participant for certain Binding Seasons in the Transition Period, as detailed in Section 15.1 of this Tariff, ~~and when Critical Mass is not achieved for a given Binding Season, as detailed in Section 15A.2 of this Tariff.~~ As to a Non-Binding Season, the Participant:

- 15A.1.1 Shall not be subject to Deficiency Charges, Transmission Deficiency Charges, Holdback Requirements, Energy Deployment obligations, or Delivery Failure Charges;
- 15A.1.2 Shall submit Forward Showing Submittals but shall not be required to cure deficiencies;
- 15A.1.3 Shall not have a mandatory Holdback Requirement as a result of the Sharing Calculation;
- 15A.1.4 May only receive Holdback Capacity offered voluntarily by other Participants in accordance with Part III of this Tariff; and
- 15A.1.5 Shall have all rights and be subject to all obligations under Part I of this Tariff and the Participant's WRAPA, including, without limitation, voting rights, committee participation, and the obligation to pay the WRAP Administration Charge.

15A.2 ~~In a Forward Showing Year in which a Participant participates as both a Non-Binding Participant and a Participant (with all binding WRAP obligations): Once WPP has given notice to Participants that their Subregion does not have Critical Mass for a given Binding Season, each such Participant will have 30 days to provide notice to WPP if it intends to participate as a Non-Binding Participant for that Binding Season. Such notice and election will be given similarly for each season without Critical Mass participation.~~

15A.2.1 If the Participant will participate in a Summer Season as a Non-Binding Participant, for the purposes of calculating the maximum Monthly Deficiency for Winter, the Max Summer Deficiency (MW) is considered to be 0 MW.

15A.2.2 If the Participant will participate in a Winter Season as a Non-Binding Participant, the Max Summer Monthly Deficiency remains unchanged.

17. Forward Showing Deficiency Charge

- 17.1 If a Participant fails during the cure period to demonstrate that it has resolved any identified deficiencies in either or both of its FS Capacity Requirement and its FS Transmission Requirement, the Participant will be assessed a Deficiency Charge for each Month for which a deficiency is identified in accordance with this section. In such case, the deficiency for which the Participant will be assessed a Deficiency Charge will be calculated in accordance with the following:

Participant's Monthly Capacity Deficiency = Maximum of (Monthly FS Capacity Requirement – Monthly Portfolio QCC, 0)

Participant's Monthly Transmission Deficiency (MW) = Maximum of ((75% × Monthly FS Capacity Requirement) – (Monthly Transmission Demonstrated + Approved Monthly Transmission Exemptions), 0)

Where Monthly Transmission Demonstrated is the amount of WRAP Qualifying Transmission submitted by a Participant per the requirements in Section 16.3 and validated by WPP for each month.

Monthly Deficiency (MW) = Maximum of (Monthly Capacity Deficiency, Monthly Transmission Deficiency)

- 17.2 A Participant's Deficiency Charges shall be calculated as set forth in this Section 17.2, subject to the Transition Period rules in Section 17.3 and Section 17A of this Tariff, and shall take account of multiple Monthly Deficiencies within a Forward Showing for a single Binding Season, multiple Deficiencies across a Forward Showing Year, consisting of a Summer Season and the immediately succeeding Winter Season, and any Monthly Deficiencies in a previous Forward Showing Year, in accordance with the following:

- 17.2.1 The Monthly Deficiency with the highest MW value in a Forward Showing for a Summer Season shall be assessed a Deficiency Charge equal to:

Max Summer Deficiency (MW) × Annual CONE (\$/kW-year) × 1000 × Summer Season Annual CONE Factor

- 17.2.2 Any other Monthly Deficiency in the Participant's Forward Showing for the same Summer Season shall be assessed a Deficiency Charge equal to:

Additional Summer Deficiency (MW) × (Annual CONE (\$/kW-year)/12) × 1000 × 200%

- 17.2.3 Any Monthly Deficiency in the Forward Showing for the immediately succeeding Winter Season with a higher MW value than the highest MW value of the Monthly Deficiency in the Summer Season shall be assessed a

Deficiency Charge on the incremental MW value above the Summer Season equal to:

Maximum of (Max Winter Deficiency – Max Summer Deficiency, 0) (MW) × Annual CONE (\$/kW-year) × 1000 × Winter Season Annual CONE Factor

and in such case where there is a Monthly Deficiency in the Winter Season with a higher MW value than the highest MW value of any Monthly Deficiency in the Summer Season, the Monthly Deficiency with the highest MW value in the Summer Season shall be assessed an additional Deficiency Charge calculated in accordance with Section 17.2.2.

- 17.2.4 Any other Monthly Deficiency in the Participant's Forward Showing Submittal for the same Winter Season shall be assessed a Deficiency Charge equal to:

Additional Winter Capacity Deficiency × (Annual CONE/12) × 1000 × 200%

- 17.2.5 For purposes of the above, CONE is the estimated cost of new entry of a new peaking natural gas-fired generation facility. The CONE estimate shall be based on publicly available information relevant to the estimated annual capital and fixed operating costs of a hypothetical natural gas-fired peaking facility. The CONE estimate shall not consider the anticipated net revenue from the sale of capacity, energy, or ancillary services from the hypothetical facility, nor shall it consider variable operating costs necessary for generating energy.

- 17.2.6 WPP shall review the CONE estimate annually for a possible update. Any proposed changes in the CONE estimate shall be subject to review through the stakeholder process for program rule changes.

- 17.2.7 The Summer Season Annual CONE Factor shall vary based on the ratio ("Summer % Deficit") of the Aggregate Capacity Deficiency for the WRAP as a whole for that Summer Season, divided by the P50 Peak Load Forecast for the Summer Season, as follows:

If the Summer % Deficit is less than or equal to 1%, the Summer Season Annual CONE Factor = 125%

If the Summer % Deficit is greater than 1% but less than or equal to 2%, the Summer Season Annual CONE Factor = 150%

If the Summer % Deficit is greater than 2% but less than or equal to 3%, the Summer Season Annual CONE Factor = 175%

If the Summer % Deficit is greater than 3%, the Summer Season Annual CONE Factor = 200%

- 17.2.8 The Winter Season Annual CONE Factor shall vary based on the ratio (“Winter % Deficit”) of the Aggregate Capacity Deficiency for the WRAP as a whole for that Winter Season, divided by the P50 Peak Load Forecast for the Winter Season, as follows:

If the Winter % Deficit is less than or equal to 1%, the Winter Season Annual CONE Factor = 125%

If the Winter % Deficit is greater than 1% but less than or equal to 2%, the Winter Season Annual CONE Factor = 150%

If the Winter % Deficit is greater than 2% but less than or equal to 3%, the Winter Season Annual CONE Factor = 175%

If the Winter % Deficit is greater than 3%, the Winter Season Annual CONE Factor = 200%

- 17.2.9 Notwithstanding Sections 17.2.7 and 17.2.8, if a Participant incurred any FS Deficiency Charges in a Forward Showing Year after the Transition Period, then for the immediately following Forward Showing Year, both the Summer Season Annual CONE Factor and the Winter Season Annual CONE Factor shall be 200% for such Participant.

- 17.2.10. Subject to the Transition Period rules in Section 15A.1, revenues from the payment of Deficiency Charges as to a Binding Season shall be allocated among those Participants with no Deficiency Charges for that Binding Season, pro rata based on each Participant’s share of all such Participants’ Median Monthly P50 Peak Loads for such Binding Season.

- 17.3 During the Transition Period, Deficiency Charges otherwise calculated under Section 17.2 shall be reduced as, when, and to the extent, and subject to the conditions, provided in Section 17.3.2; and revenue allocations otherwise calculated under Section 17.2 shall be adjusted as, when, and to the extent, and subject to the conditions, provided in Section 17.3.4.

- 17.3.1. During the Transition Period, a Participant with a Monthly Capacity Deficiency can pay a Discounted Deficiency Charge for so much of such Monthly Capacity Deficiency as was due to an Excused Transition Deficit. To obtain an Excused Transition Deficit for a Binding Season, the Participant must provide a Senior Official Attestation attesting that the Participant or a relevant third party servicing load for which the

Participant is the LRE has made commercially reasonable efforts to secure Qualifying Resources in the quantity needed to satisfy the Participant's FS Capacity Requirement for the Binding Season, but is unable to obtain Qualifying Resources in the quantity required for the Binding Season because the supply of such resources on a timely basis and on commercially reasonable terms is at that time inadequate. If the attestation relates to a third-party servicing load for which the Participant is the LRE, the Senior Official Attestation may be signed by a Senior Official of the third party load service provider, as further detailed in the Business Practices. Excused Transition Deficits are not resource specific, relate to a MW quantity of the Participant's FS Capacity Requirement, and are limited for each Participant as to a Binding Season during the Transition Period to a maximum permissible MW quantity equal to a percentage value times the FSPRM applicable to such Participant for all Forward Showing Submittals submitted by such Participant for such Binding Season. For purposes of such calculation, the percentage value is: 200% for each of the 2027 Summer Season and 2027-2028 Winter Season; and 100% for each of the 2028 Summer Season and 2028-2029 Winter Season.

- 17.3.2 A Participant will pay a Discounted Deficiency Charge as to the portion of its Monthly Capacity Deficiency for which it obtained an Excused Transition Deficit. The FS Deficiency Charge otherwise applicable to such Participant under Section 17.2 shall be reduced by a percentage value equal to 75% for each of the 2027 Summer Season and 2027-2028 Winter Season; and 50% for each of the 2028 Summer Season and 2028-2029 Winter Season. The Participant will be assessed an FS Deficiency Charge calculated under Section 17.2, without reduction or adjustment, for any of its Monthly Capacity Deficiency that is in excess of the amount of such deficiency for which it obtained an Excused Transition Deficit.
- 17.3.3 Whether or not a Participant obtains an Excused Transition Deficit as to a Binding Season, the Participant may reduce a Monthly Capacity Deficiency otherwise calculated under Section 17.1 for a Binding Season during the Transition Period to the extent such deficiency is due to the Participant's inability to obtain assent from the supplier under a Legacy Agreement to the accreditation required for such Legacy Agreement under Part II of this Tariff and the Business Practice Manuals. To obtain such relief, the Participant must provide a Senior Official Attestation attesting that the Participant made commercially reasonable efforts to execute the required accreditation form with the supplier under the Legacy Agreement, but the supplier was unable or unwilling to counter sign the accreditation form. The reduction in Monthly Capacity Deficiency permitted by this Section 17.3.3 as to any Participant for all Forward Showing Submittals submitted by such Participant for any Binding Season during the Transition Period shall not exceed a MW quantity equal to 25% times the FSPRM applicable for such Participant for such Binding Season. To the extent a Participant reduces a Monthly Capacity Deficiency under

this subsection, the percentage of the Participant's FSPRM corresponding to the reduction hereunder shall reduce the maximum permissible percentage of FSPRM reduction allowed under Section 17.3.1 for Excused Transition Deficits for the same Binding Season.

17.3.4 A Participant that, as a result of application of this Section 17.3, pays no Deficiency Charge as to a Binding Season, shall not be deemed a "Participant[] with no Deficiency Charges" for purposes of Section 17.2.10, and shall not receive an allocation of revenues from the payment of Deficiency Charges as to such Binding Season.

17.3.5 In addition to the foregoing, a Participant's Deficiency Charge for a Binding Season during the Transition Period may be deferred and further reduced as provided in Section 17A of this Tariff.

17.4 In a Forward Showing Year in which a Participant participates as both a Non-Binding Participant and a Participant (with all binding WRAP obligations), FS Deficiencies shall be calculated per Section 15A.2.

17A Transition Period Deficiency Charge Deferral Mechanism

17A.1 During the Transition Period, a Participant may obtain a deferral and possible reduction of its Deficiency Charge for a specific Binding Season if it satisfies the requirements set forth in this Section 17A. Any Excused Transition Deficit arising under Section 17.3 of this Tariff would continue to apply, such that any deferral and reduction in a Deficiency Charge under this Section 17A would be applied to the Discounted Deficiency Charge granted to such Participant.

17A.2 A Participant that incurs a Deficiency Charge during the Transition Period may obtain a deferral and possible reduction in its Deficiency Charge if it satisfies the following requirements:

17A.2.1 The Participant has otherwise satisfied the submission requirements for the Forward Showing Submittal, including submitting all attestations required by the Tariff and Business Practice Manuals; and

17A.2.2 The Participant submits a Senior Official Attestation stating that it has made commercially reasonable efforts, as defined in the Business Practice Manuals, to satisfy the WRAP Monthly FS Capacity Requirement or FS Transmission Requirement for each month of the Binding Season for which it seeks to defer its Deficiency Charges but has been unable to do so despite such commercially reasonable efforts.

17A.3 For a Participant that seeks a deferral and possible reduction in its Deficiency Charge under this Section 17A.3 for any FS Capacity Requirement or FS Transmission Requirement shortfall that it is unable to cure for a specific Binding Season, the Program Administrator will continue to calculate the applicable Deficiency Charge, including any Discounted Deficiency Charge if applicable. A Participant receiving a deferral shall pay a percentage, as specified in Section 17A.4, of its total Deficiency Charge calculated by the Program Administrator at the end of the cure period, and the remainder will be recorded as a deferral to be paid later, possibly at a reduced amount.

17A.4 If a Participant that received a deferral of its Deficiency Charge for a Binding Season is able to satisfy its FS Capacity Requirement and FS Transmission Requirement for a subsequent Binding Season of the same season type (e.g., a subsequent Summer Season if it received a deferral for a prior Summer Season), the Participant will pay a reduced Deficiency Charge for the Binding Season for which it obtained a deferral as set forth in this Section 17A.4.

17A.4.1 Except for Participants located in a Subregion as described in Section 17A.4.2, a Participant that received a deferral of its Deficiency Charge for a Binding Season shall pay 15% of its total calculated Deficiency Charge for the Binding Season upon failure to cure for that Binding Season upon receipt of the Deficiency Charge invoice. The following provisions of this Section 17A.4.1 address how the remainder of the Participant's Deficiency Charge will be handled.

17A.4.1.1 If the Participant that received a deferral of its Deficiency Charge for a Binding Season is able to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the next Binding Season for the same season type, the Participant shall owe no further Deficiency Charge for the Binding Season for which it obtained the deferral beyond the 15% paid under Section 17A.3.

17A.4.1.2 If the Participant that received a deferral of its Deficiency Charge for a Binding Season remains unable to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the next Binding Season of the same season type, but is able to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for second Binding Season of the same type after the Binding Season for which the Participant received a deferral, its total Deficiency Charge shall be reduced to 40%, with the remaining 25% (after accounting for the 15% paid under Section 17A.3) to be paid upon receipt of the Deficiency Charge invoice.

17A.4.1.3 If the Participant that received a deferral of its Deficiency Charge for a Binding Season remains unable to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the next two Binding Seasons of the same season type, but is able to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for third Binding Season of the same type after the Binding Season for which the Participant received a deferral, its total Deficiency Charge shall be reduced to 70%, with the remaining 55% (after accounting for the 15% paid under Section 17A.3) to be paid upon receipt of the Deficiency Charge invoice.

17A.4.1.4 If a Participant is unable to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the third Binding Season of the same type after the Binding Season for which it received a deferral, the Participant's deferred Deficiency Charge shall not be reduced and any outstanding balance of its total calculated Deficiency Charge that was deferred shall be due upon receipt of the Deficiency Charge invoice upon the Participant's failure to satisfy the FS Capacity Requirement and FS Transmission Requirement for the third Binding Season following the Binding Season for which the Deficiency Charge was deferred.

17A.4.1.5 If, at any time while a Participant's Deficiency Charge is deferred under this Section 17A, the Participant provides notice of its intent to withdraw from the WRAP pursuant to Section 9 of its Western Resource Adequacy Program Agreement set forth in Attachment A of this Tariff (or the equivalent provision under a Participant's non-conforming agreement on file at FERC), any deferral and reduction of the Participant's Deficiency Charge will be voided and the full Deficiency Charge calculated by the Program Administrator for any applicable Binding Season shall be due upon receipt of the Deficiency Charge invoice.

17A.4.2 For Participants located in a Subregion composed entirely of Participants that executed a WRAPA effective September 15, 2026 or later, a Participant that received a deferral of its Deficiency Charge for a Binding Season shall pay 5% of its total calculated Deficiency Charge for the Binding Season upon failure to cure for that Binding Season upon receipt of the Deficiency Charge invoice. The following provisions of this Section 17A.4.2 address how the remainder of the Participant's Deficiency Charge will be handled:

17A.4.2.1 If the Participant that received a deferral of its Deficiency Charge for a Binding Season is able to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the next Binding Season for the same season type, the Participant shall owe no further Deficiency Charge for the Binding Season for which it obtained the deferral beyond the 5% paid under Section 17A.3.

- 17A.4.2.2 If the Participant that received a deferral of its Deficiency Charge for a Binding Season remains unable to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the next Binding Season of the same season type, but is able to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for second Binding Season of the same type after the Binding Season for which the Participant received a deferral, its total Deficiency Charge shall be reduced to 20%, with the remaining 15% (after accounting for the 5% paid under Section 17A.3) to be paid upon receipt of the Deficiency Charge invoice.
- 17A.4.2.3 If the Participant that received a deferral of its Deficiency Charge for a Binding Season remains unable to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the next two Binding Seasons of the same season type, but is able to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for third Binding Season of the same type after the Binding Season for which the Participant received a deferral, its total Deficiency Charge shall be reduced to 50%, with the remaining 45% (after accounting for the 5% paid under Section 17A.3) to be paid upon receipt of the Deficiency Charge invoice.
- 17A.4.2.4 If the Participant is unable to satisfy its entire FS Capacity Requirement and FS Transmission Requirement for the third Binding Season of the same type after the Binding Season for which it received a deferral, the Participant's deferred Deficiency Charge shall not be reduced and any outstanding balance of its total calculated Deficiency Charge that was deferred shall be due upon receipt of the Deficiency Charge invoice upon the Participant's failure to satisfy the FS Capacity Requirement and FS Transmission Requirement for the third Binding Season following the Binding Season for which the Deficiency Charge was deferred.
- 17A.4.2.5 If, at any time while the Participant's Deficiency Charge is deferred under this Section 17A, Participant provides notice of its intent to withdraw from the WRAP pursuant to

Section 9 of its Western Resource Adequacy Program Agreement set forth in Attachment A of this Tariff (or the equivalent provision under a Participant's non-conforming agreement on file at FERC), any deferral and reduction of the Participant's Deficiency Charge will be voided and the full Deficiency Charge calculated by the Program Administrator for any applicable Binding Season shall be due upon receipt of the Deficiency Charge invoice.

17A.5 A Participant may obtain a Deficiency Charge deferral and/or reduction for any or all Binding Seasons during the Transition Period if it satisfies the requirements of this Section 17A. A deferral granted for a particular Binding Season shall not affect the Participant's eligibility to obtain a deferral for a subsequent Binding Season, nor shall a Participant's payment of a reduced Deficiency Charge for a Binding Season impact any deferred and/or reduced Deficiency Charges for the Participant for any other Binding Season.

17A.6 A Participant shall not receive any deferral or reduction of Deficiency Charges for a Binding Season that occurs outside of the Transition Period; however, Binding Seasons that occur outside of the Transition Period are included in the deferral period for Deficiency Charges set forth in Section 17A.4.

17A.7 Deficiency Charges collected under this Section 17A shall be distributed using existing provisions of Section 17.2.10 of this Tariff for the original Binding Season for which the deferral was granted, such that Participants with no Deficiency Charges for the original Binding Season for which the deferral was granted will receive a pro rata share of such deferred Deficiency Charges collected; provided, however, that such entities that are otherwise eligible to receive a pro rata share remain active Participants at the time the deferred Deficiency Charge revenues are distributed.

17A.8 A Participant's FS Capacity Requirement deficiency associated with a deferred Deficiency Charge shall be treated in the Operations Program the same way as deficiencies associated with a paid Deficiency Charge.

20. Components of the Operations Program

20.1 Sharing Calculation

20.1.1 WPP shall implement, as more fully described in the Business Practice Manuals, with respect to each Forward Showing Submittal accepted by WPP for a Participant under Part II of this Tariff, or with respect to each Subregion in which the Participant is responsible for load regardless of whether the Participant submitted a single Forward Showing Submittal encompassing its loads in *multiple* Subregions, the following Sharing Calculation to identify any hour in which any Participant is forecast to have a capacity deficit (known as a “Sharing Event”). This calculation takes into account changes in a Participant’s resource availability, resource performance, forecast load, and Contingency Reserve relative to the Forward Showing, plus an Uncertainty Factor. The Sharing Calculation is equal to:

$$[(P50) * (1 + FSPRM) + \text{Contingency Reserve Adjustment}] - [\text{Load Forecast} - \text{Demand Response Capacity Resources} + \text{Contingency Reserve Obligation} + \text{Uncertainty Factor}] + [\Delta \text{Forced Outages} + \Delta \text{RoR Performance} + \Delta \text{VER Performance}]$$

Where:

P50 refers to the Participant’s Monthly P50 Peak Load for that Binding Season’s Month;

FSPRM, as described in Section 16.1.2, is an increment of resource adequacy supply needed to meet conditions of high demand in excess of the applicable peak load forecast and other conditions such as higher resource outages and is expressed as a percentage of the applicable Participant P50 Peak Load Forecast for that Binding Season’s month;

Contingency Reserve Adjustment accounts for changes in Contingency Reserve expectations (relative to the Contingency Reserve assumed in the FSPRM) resulting from energy contract purchases and contract sales as set forth in the Business Practice Manuals;

Load Forecast refers to the forecast of expected load for the subject hour for the loads for which the Participant is the Load Responsible Entity and that have not been excluded from WRAP participation;

Demand Response Capacity Resource as described in Section 16.2.5.4.

Contingency Reserve Obligation refers to the amount of Contingency Reserve the Participant is carrying during the operating hour equal to *the LRE’s share of the Balancing Authority’s total Contingency Reserve*

obligation modified by any Contingency Reserve Adjustment, as set forth in the Business Practice Manuals;

Uncertainty Factor refers to a factor determined by WPP, as more fully set forth in the Business Practice Manuals, to account for the potential variance between forecasts of load, solar resources, wind resources, and run-of-river resources, and the Operating Day conditions of such load and resources;

Δ Forced Outages refers, for the subject hour, to the sum of:

- (i) any change in forced outages of any of the thermal resources included in the Participant's Portfolio QCC, relative to the forced outages assumed in the Forward Showing Submittal by application of the Forced Outage Factor; plus
- (ii) any change in forced outages of any of the Storage Hydro Qualifying Resources relative to the forced outages assumed in the calculation of the Participant's Resource QCC as more fully described in the Business Practice Manuals; plus
- (iii) any reduction in output capability of any of the Energy Storage Resources due to equipment failure or protection
 - a. In the first four (4) hours the Forced Outages MWs that can be claimed are equal to [(charge MW x duration)/4]
 - b. For all hours beyond four (4) hours, the Forced Outages MW amount that can be claimed for an Energy Storage Resource shall not be greater than the monthly QCC; plus
- (iv) any impacts of transmission conditions on previously acquired WRAP Qualifying Transmission that result in capacity reductions up to the level of the Resource QCC of the associated Qualifying Resource;

Δ RoR Performance refers to any change, for the subject hour, in expected performance of any of the run-of-river resources in the Participant's Portfolio QCC relative to the QCC of those Qualifying Resources; and

Δ VER Performance refers to any change, for the subject hour, in expected performance of the VER Resources in the Participant's Portfolio QCC relative to the QCC of those Qualifying Resources;

- 20.1.2 In addition to the foregoing, the Sharing Calculation for a Participant that is a purchaser of an RA Transfer shall be performed in two passes, with and without such purchase. If the result of assuming in the first pass that the Participant had not purchased the RA Transfer is that the Participant has a negative Sharing Calculation, then the Participant that sold the RA Transfer must agree, for the time period addressed by the Sharing Calculation, to an energy delivery to the Participant that purchased the RA Transfer, in an amount equal to the lesser of: (i) the MW quantity needed

to result in a net zero Sharing Calculation for the Participant that purchased the RA Transfer; and (ii) the MW amount of the RA Transfer. If the result of recognizing the Participant's purchase of the RA Transfer in the second pass is that the Participant has a positive Sharing Calculation, then the Participant that sold the RA Transfer must assume a share of the purchasing Participant's resulting obligation to the Operations Program in an amount equal to the MW quantity of the RA Transfer, minus the MW quantity of the delivery made by the seller of the RA Transfer to the purchaser of the RA Transfer as a result of the first pass.

20.1.3 The Sharing Calculation of any Participant that was found to have a Monthly Capacity Deficiency under Sections 16.1 and 16.2, for which such Participant paid a Deficiency Charge, including any Deficiency Charge reduced by application of Section 17.3 and/or Section 17A during the Transition Period, shall be reduced by the MW quantity of such Monthly Deficiency.

20.2 Holdback Requirement

To the extent that: (i) WPP's application of the Sharing Calculation identifies on the Preschedule Day a Sharing Event for any hour(s) of the Operating Day; and (ii) the Participant(s) found to be deficient for such hour(s) by the Sharing Calculation confirms to WPP on the Preschedule Day, in accordance with notification and confirmation procedures set forth in the Business Practice Manuals, such Participant's need for capacity for such hour(s), then WPP shall determine the Participants having a Holdback Requirement for such hour(s) and the quantity of the Holdback Requirement for each such Participant in accordance with this Section 20.2. The Operations Program will prioritize offers of Voluntary Holdback in the allocation and assignment of Holdback Requirements. Holdback Requirements shall be expressed as whole MWs for each hour for which they are estimated or established and shall not be specific to any Qualifying Resource.

20.2.1 Subregion with Central Hub

For any hour, as to any Subregion identified in the Business Practice Manuals as containing a central transmission hub permitting energy deliveries to that hub from any point within such Subregion ("Central Hub"), the aggregate of the holdback needed to meet the requirements of all Participants with negative Sharing calculation results that have confirmed their need for holdback will be allocated and assigned first among offers of Voluntary Holdback, and second, to the extent such needs remain unmet, among Participants with positive Sharing Calculation results.

20.2.1.1 Allocation of Voluntary Holdback: Voluntary Holdback will be allocated in one of three alternative ways, based on comparing

the aggregate confirmed need for holdback among Participants with negative Sharing Calculation results against the aggregate of all offers for Voluntary Holdback.

20.2.1.1.1 If the total MW quantity of all Voluntary Holdback offered is equal to the total MW quantity of all deficient Participants' confirmed requests for holdback, then each Participant that offered Voluntary Holdback is assigned its offered Voluntary Holdback as its Holdback Requirement.

20.2.1.1.2 If the total MW quantity of all Voluntary Holdback offered is more than the total MW quantity of all deficient Participants' confirmed requests for holdback, then each Participant that offered Voluntary Holdback is assigned as its Holdback Requirement a percentage of the total confirmed need for holdback based on the ratio of the Participant's MWs of offered Voluntary Holdback to the sum of all Participants' MWs of offered Voluntary Holdback.

20.2.1.1.3 If the total MW quantity of all Voluntary Holdback offered is less than the total MW quantity of all deficient Participants' confirmed requests for holdback, then each Participant's Holdback Requirement is determined as set forth in section 20.2.1.2.

20.2.1.2 Allocation of Remaining Holdback Requirement: Sharing Calculation Results

If the total MW quantity of all Voluntary Holdback offered is less than the total MW quantity of all deficient Participants' confirmed requests for holdback, then the maximum Voluntary Holdback offered is used as the first term in the Holdback Requirement. The remaining term of the Holdback Requirement is met by application of the Sharing Calculation, and the results of the two terms are summed for each Participant. The remaining need for holdback that is not met by Voluntary Holdback is allocated among all Participants with positive Sharing Calculation results pro rata based on the ratio for each Participant of the Participant's positive Sharing Calculation result to the sum of the positive Sharing Calculation results. The sum of these two values for each applicable Participant is the Holdback Requirement for that Participant.

20.2.2 Subregion without Central Hub

For any hour, any Subregion not containing a Central Hub, the Program Operator shall conduct an optimization-based allocation to pair surplus and deficient Participants. The allocation methodology will utilize the points at which surplus Participants can deliver their Holdback Requirement, the points at which deficient Participants can take receipt of their allocation of the total Holdback Capacity, and the transfer capability that exists to the points at which surplus Participants can deliver and the points at which deficient Participants can take receipt.

The optimization will generally attempt to prioritize (i) Voluntary Holdback; (ii) Holdback Capacity matched pursuant to the information provided per Section 19.4 on a nearest neighbor and cluster basis, allocated pro rata among Participants within such cluster; (iii) Holdback Capacity matched pursuant to the information provided and allocated among Participants within the same Subregion to the extent not matched and allocated under category (ii); and finally (iv) Holdback Capacity from Participants in another Subregion, paired with any transmission service per Section 14.3.2.

20.2.3 Absent a Holdback Requirement Transfer as described below, a Participant's Holdback Requirement for any hour of an Operating Day shall not exceed the level first set by WPP on the Preschedule Day for that Participant for that hour.

20.2.4 Any Participant may agree with any other Participant for the first Participant to transfer to the second Participant some or all of the Holdback Requirement established for the first Participant for any hour on any Operating Day. Any such Holdback Requirement Transfer shall be a bilateral arrangement settled outside the Operations Program, provided, however, that both Participants must timely notify WPP, by the time and in the manner described in the Business Practice Manuals, of such Holdback Requirement Transfer. Any necessary transmission arrangements and any transaction settlements shall be the sole responsibility of the Participants that are the parties to such bilateral arrangement.

20.2.4.1 No Holdback Requirement transfer for any hour shall be permitted if notice of such bilateral transaction is not fully reported to WPP, in the form required by the Business Practice Manuals, by 120 minutes before the start of such hour.

20.3 Release of Surplus Capacity

20.3.1 As detailed in the Business Practice Manuals, WPP will review the indicative Sharing Calculation results from the Multi-Day Ahead

Assessment and to the extent the WPP determines any indicative Sharing Calculations can be reduced, it may release all or a portion of Participants' future Holdback Requirements. WPP may permit a release of future Holdback Requirements to the extent WPP has not applied a Safety Margin for such hour and (i) WPP's continued Sharing Calculations determine that no Participant has a negative indicative Sharing Calculation result for such hour; and (ii) WPP determines there is a low probability of a Sharing Event for the hour; or (iii) WPP grants a Participant's request for extenuating circumstances of all or any portion of that Participant's future Holdback Requirement for the hour.

- 20.3.2 Upon release of all or any portion of a future Holdback Requirement, the quantity of future Holdback Requirement so released shall no longer be subject to an Energy Deployment requirement under the Operations Program for the subject hour.

20.4 Energy Deployment

- 20.4.1 Participants shall provide energy during an hour, in support of any Participants with a negative Sharing Calculation result and a confirmed need for energy under the Operations Program for such hour, in accordance with WPP's calculation of the Energy Deployment for such hour. The total Energy Deployment required of all Participants that are subject to Energy Deployment shall equal the sum, in MWh for that hour, of the energy confirmed as being needed in that hour by Participants in such Subregion with negative Sharing Calculation results in such hour, to the extent that can be supported by the Program. The Energy Deployment assigned to each Participant shall not exceed that Participant's Holdback Requirement calculated on the Preschedule Day, adjusted for any applicable transfer of Holdback Requirement as allocated and assigned for the Preschedule Day, and, as further adjusted to reflect the election, made after the Preschedule Day, of any Participant with a negative Sharing Calculation result on the Preschedule Day to decline all or any part of the Holdback Capacity to which it would have been entitled based on the Holdback Requirements determined on the Preschedule Day.

- 20.4.1.1 In Subregions with a Central Hub, Energy Deployments required hereunder shall be delivered to the Central Hub in such Subregion, or to an alternate delivery point mutually agreed by the parties to a specific Energy Deployment, provided both parties to the transaction report such alternative delivery arrangements to WPP in the form and manner described in the Business Practice Manuals.

- 20.4.1.2 In Subregions without a Central Hub, Energy Deployments required hereunder shall be delivered to the receipt point and delivery point as indicated by the optimization allocation, or to an

alternate delivery point mutually agreed by the parties to a specific Energy Deployment, provided both parties to the transaction report such alternative delivery arrangements to WPP in the form and manner described in the Business Practice Manuals.

20.4.2 The Energy Deployment a Participant may receive for any hour shall be no greater than the negative Sharing Calculation result calculated for such Participant for such hour. Such Participant shall confirm, by no later than 85 minutes before the start of such hour, the quantity of Energy Deployment for which it requires delivery for such hour, through the procedures outlined in the Business Practice Manuals. Any Participant that does not confirm required Energy Deployment deliveries for such hour by such deadline will be deemed to waive all deliveries of Energy Deployment under the Operations Program for such hour.

20.4.3 The Energy Deployment a Participant can be required to supply for an hour shall not exceed the final Holdback Requirement calculated for such Participant on Preschedule Day, including any duly reported exchange of Holdback Requirement, as of 85 minutes before the start of such hour.

20.4.4 WPP shall advise each Participant with a required Energy Deployment for an hour of the required MWh quantity and delivery point of such Energy Deployment by no later than 80 minutes before the start of such hour.

20.5 Safety Margin

20.5.1 WPP may establish on the Preschedule Day a Safety Margin for the WRAP Region or any identified Subregion thereof for any hour of an Operating Day when warranted by such circumstances as potential large resource trips, heavy transmission outage conditions, significant environmental conditions, or other similar regional or subregional conditions, as more fully set forth in the Business Practice Manuals.

20.5.2 Any Safety Margin so determined for an hour shall be allocated pro rata among Participants with a positive Sharing Calculation result, based on their relative shares of the sum of all positive Sharing Calculation results for such hour, provided, however, that the Safety Margin allocated to a Participant may not result in a Holdback Requirement for such Participant greater than such Participant's Sharing Calculation result. A Participant allocated holdback for a Safety Margin hereunder does not receive compensation under this Tariff for such allocation of holdback.

20.5.3 WPP shall notify all Participants of application of a Safety Margin for any hour, including in such notice the total timeframe, the MW amount, and the rationale for such Safety Margin.

20.6 Operations Program Transmission Service Requirements

Participant shall have in place, prior to the Operating Day, WRAP Qualifying Transmission for each hour of such Operating Day for which a Sharing Event has been established, in a quantity sufficient for deliveries from the Qualifying Resources relied upon in such Participant's Forward Showing Submittal to demonstrate satisfaction of such Participant's FS Capacity Requirement (or from replacement Qualifying Resources) to serve such Participant's loads during such hours. In the event a Participant has an Energy Delivery Failure, the review associated with the possible assessment of a Delivery Failure Charge on such Participant shall, as further described in the Business Practice Manuals, include whether a failure to secure sufficient WRAP Qualifying Transmission caused or contributed to such Energy Delivery Failure. For such purpose, the Participant will have been expected to have complied with the transmission service requirement stated in this subsection.

20.7 Failure to Deliver Energy Deployments

20.7.1 A Participant assigned a required Energy Deployment pursuant to Section 20.4.4 of this Tariff for any hour that fails to deliver the specified energy during such hour, and that does not obtain a waiver of its Energy Deployment obligation, shall be assessed a Delivery Failure Charge.

20.7.2 A Participant shall be deemed to have an Energy Delivery Failure if Participant fails to deliver the Energy Deployment quantity established under Section 20.4.1, absent grant of a waiver pursuant to Section 20.7.3 of this Tariff.

20.7.3 A Participant anticipating an Energy Delivery Failure should provide WPP notice of such expected Energy Delivery Failure as soon as practicable after becoming aware of the anticipated failure. Whether anticipated or not, a Participant may request a waiver of an Energy Deployment obligation after an Energy Delivery Failure has occurred. The WPP shall review all such waiver requests and shall determine whether the Participant's justification for the Energy Delivery Failure is valid and warrants waiver of its Energy Deployment obligation. The WPP also shall consider whether the Participant knew in advance, or reasonably should have known in advance, of an Energy Delivery Failure, and what efforts the Participant took to notify the WPP in advance of such Energy Delivery Failure. The procedures for addressing such waiver requests, including a non-exclusive list of valid justifications for an Energy Delivery Failure shall be set forth in the Business Practice Manuals. A Participant denied a waiver request hereunder may appeal such denial to the Board of Directors in accordance with the procedures and deadlines set forth in the Business Practice Manuals. In such event, the requested waiver shall be denied or permitted as, when and to the extent permitted by the Board, in accordance with the procedures and timing set forth in the Business Practice Manuals. WPP shall report on the disposition of each waiver request received.

20.7.4 The Delivery Failure Charge for each hour shall be the Charge Rate applicable for such hour times the MWhs of energy that were required to be, but were not, delivered pursuant to an Energy Deployment during such hour. The Charge Rate shall be the higher of the Day-Ahead price or Real-Time price provided by the Day-Ahead Applicable Price Index and Real-Time Applicable Price Index as specified in the Business Practice Manuals for the Subregion applicable to the location of the delivering entity, applicable to the day and hour of the energy delivery, respectively, for the hour, times a Delivery Failure Factor, as follows:

20.7.4.1 If the deficit is fully covered by other Participants through the Operations Program, in each instance of failure, the Delivery Failure Factor shall be five for the first non-waived Energy Delivery Failure in a Cumulative Delivery Failure Period; ten for the second non-waived Energy Delivery Failure in a Cumulative Delivery Failure Period; and twenty for the third and subsequent non-waived Energy Delivery Failures in a Cumulative Delivery Failure Period. For purposes of applying the Delivery Failure Factors under this Section 20.7.4 or the review referenced in Section 20.7.5, multiple Energy Delivery Failures occurring in one day shall be treated as a single instance of failure.

20.7.4.2 If the deficit is not fully covered by other Participants through the Operations Program, the Delivery Failure Factor is twenty-five for the first non-waived Energy Delivery Failure in a Cumulative Delivery Failure Period; and fifty for the second and subsequent non-waived Energy Delivery Failures (regardless of whether the prior instance(s) of delivery failure were fully covered by other Participants) in a Cumulative Delivery Failure Period.

20.7.4.3 Revenues from Delivery Failure Charges assessed in cases where the deficit was fully satisfied by other Participants will be used to reduce WPP costs that are recovered under Schedule 1, WRAP Administration Charge. Revenues from Delivery Failure Charges assessed in cases where the deficit was not fully met by other Participants will be collected by the WPP and provided to the Participant that had an unserved deficit.

20.7.4.4 Notwithstanding anything to the contrary in this Section 20.7.4, the Delivery Failure Charges assessed on a Participant, regardless of application of the Delivery Failure Factor, shall not exceed, over the course of a Summer Season and the immediately succeeding Winter Season, the dollar amount that, as more fully detailed in the Business Practice Manuals, would have been assessed cumulatively under Section 17 as Deficiency Charges if the Participant had one or more Forward Showing Capacity Deficiencies over the course of such Summer Season and Winter

Season in the same MW amounts as the highest MW amount of Delivery Failure experienced by such Participant in each Month of such Summer Season and Winter Season. The maximum dollar amount described herein shall be calculated on an ongoing basis during such Summer Season and Winter Season, and increased or reduced accordingly, without awaiting the end of the combined period of such Summer Season and Winter Season.

20.7.5 In addition to assessment of the Delivery Failure Charge, a third or subsequent instance of non-waived delivery failure, when all such delivery failures are fully covered by other Participants, or a second or subsequent instance of non-waived delivery failure when such instance is not fully covered by other Participants, will subject the Participant to review for expulsion from the WRAP.

20.8 Voluntary Response to Increased Deficiencies Identified After Preschedule Day

20.8.1 A Participant that identifies an unmet need for energy for any hour of an Operating Day that is outside of assistance provided or to be provided by Holdback Requirements or Energy Deployments established hereunder may, in accordance with procedures specified in the Business Practice Manuals, notify WPP of the need for such assistance. WPP will establish a portal or other procedure, as specified in the Business Practice Manuals, to facilitate provision of assistance, on a voluntary, bilateral basis, by other Participants to the Participant that identified the unmet need. Compensation, terms, and conditions of any resulting bilateral transactions will be determined by the affected parties outside of this Tariff. While Participant response to any such notification is voluntary, Participants are encouraged to provide assistance to other Participants in the circumstances described in this subsection, in consideration of the mutual support each Participant has agreed to provide to each other Participant by its agreement to participate in the WRAP, including this Operations Program.

Attachment C

Clean Proposed Tariff Revisions

Effective March 16, 2027

1. Definitions

Unless the context otherwise specifies or requires, capitalized terms used in this Tariff shall have the respective meanings assigned herein for all purposes of this Tariff (such definitions to be equally applicable to both the singular and the plural forms of the terms defined). Unless otherwise specified, all references herein to Parts, Sections, Schedules, or Attachments, are to Parts, Sections, Schedules, or Attachments of this Tariff.

Applicable Price Index: A published index of wholesale electric prices, or Locational Marginal Prices duly calculated and posted by a FERC-regulated market operator, in either case as designated under Part III of this Tariff for use in connection with an identified Subregion.

Administration Charge or WRAP Administration Charge: The charge established under Schedule 1 of this Tariff for recovery of the costs of the WRAP.

Advance Assessment: Analyses and calculations of Participant load, resource, and other information performed in advance of each Binding Season as set forth in Part II of this Tariff.

Aggregate Capacity Deficiency: As to a Binding Season, the sum of the maximum Monthly Deficiencies of all Participants that submitted FS Submittals for such Binding Season, as determined following completion of the Cure Period for such Binding Season.

Available Transfer Capability (“ATC”): Transfer capability remaining in the physical transmission network for further commercial activity over and above already committed uses.

Balancing Authority: The responsible entity that integrates resource plans ahead of time, maintains demand and resource balance within a Balancing Authority Area, and supports interconnection frequency in real time.

Balancing Authority Area: The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

Base Charge: A component of the WRAP Administration Charge as established under Schedule 1 of this Tariff.

Base Costs: Base Costs shall have the meaning provided in Schedule 1 of this Tariff.

Base Services Cost Centers: The cost centers comprising the Base Charge as defined in Schedule 1 of this Tariff.

Base Services Percentage: Base Services Percentage shall have the meaning provided in Schedule 1 of this Tariff.

Binding Season: The Summer Season or the Winter Season.

Board of Directors or Board: The Board of Directors of the Northwest Power Pool d/b/a Western Power Pool.

Business Day: Any Day that is a Monday through Friday, excluding any holiday established by United States federal authorities.

Business Practice Manuals: The manuals compiling further details, guidance, and information that are appropriate or beneficial to the implementation of the rules, requirements, and procedures established by this Tariff. Business Practice Manuals do not include such internal rules or procedures as the Western Power Pool may adopt for its operation and administration, including but not limited to any corporate by-laws of the Western Power Pool, or for any services or functions provided by the Western Power Pool other than those established by this Tariff.

CAISO: The California Independent System Operator Corporation, a California nonprofit public benefit corporation.

Capacity Benefit Margin: An amount of transmission transfer capability permitted under open access transmission rules to be reserved by load serving entities to ensure access to generation from interconnected systems to meet generation reliability requirements.

Capacity Critical Hours (“CCH”): Those hours during which the Subregional capacity need is expected to be above the 95th percentile, based on historical and synthesized data for the Subregion’s gross load, variable energy resource performance, and other adjustments as determined by the Program Administrator and further discussed in the Business Practice Manuals.

Capacity Deficiency: A shortfall in a Participant’s Portfolio QCC relative to that Participant’s FS Capacity Requirement, as further defined in Part II of this Tariff.

Cash Working Capital Fund: Cash Working Capital Fund shall have the meaning provided in Schedule 1 of this Tariff.

Cash Working Capital Support Charge: A charge assessed to Participants under Schedule 1 of this Tariff to fund the Cash Working Capital Fund.

Cash Working Capital Support Charge Rate: Cash Working Capital Support Charge Rate shall have the meaning provided in Schedule 1 of this Tariff.

Central Hub: A designated point or named group of points on the transmission system within a Subregion identified by the Program Administrator that permits energy deliveries from multiple points within such Subregion.

Cost of New Entry (“CONE”): The estimated cost of new entry of a new peaking natural gas-fired generation facility, as determined under, and used in, Part II of this Tariff.

CONE Factor: A factor employed in the calculation of Deficiency Charges under Part II of this Tariff, to reflect whether, and the extent to which, the WRAP Region as a whole is expected to have a capacity deficiency during the period for which the Deficiency Charge is being calculated or a factor employed when a Participant has had repeated deficiencies in sequential years.

Committee of State Representatives (“COSR”): Committee of State Representatives, as established in Part I of this Tariff.

Contingency Reserve: As more fully described in the NERC reliability standards, a quantity of reserves, consisting of generation, load, interchange, or other resources, that are deployable within ten minutes.

Cumulative Delivery Failure Period: Any period of five consecutive years, ending with and including the most recent Energy Delivery Failure as of the time of determination of a possible Delivery Failure Charge.

Day: A calendar day.

Day-Ahead Price: A price for wholesale electric transactions designated as a day-ahead price in an Applicable Price Index.

Default Allocation Assessment: A charge assessed on non-defaulting Participants to recover the costs associated with a default by a Participant, as set forth in Part I of this Tariff.

Deficiency Charge: A charge assessed for a Capacity Deficiency or Transmission Deficiency, as set forth in Part II of this Tariff.

Delivery Failure Charge: A charge assessed for a Participant’s failure to deliver a required Energy Deployment, as set forth in Part III of this Tariff.

Delivery Failure Charge Rate: A rate employed in the determination of a Delivery Failure Charge as more fully set forth in Part III of this Tariff.

Delivery Failure Factor: A factor used in the determination of a Delivery Failure Charge to recognize the relative severity or impact of an Energy Delivery Failure, as set forth in Part III of this Tariff.

Demand Response: A quantifiable load reduction or otherwise controllable load for which a Participant has two mutually-exclusive options to use to affect its FS Capacity Requirements in a FS for a Binding Season: (1) leave the effects of historically deployed demand response as part of its load provided for the Advance Assessment; or (2) utilize as a Demand Response Capacity Resource.

Demand Response Capacity Resource: A Qualifying Resource with a demonstrated capability to provide a reduction in demand or otherwise control load in accordance with the requirements established under Part II of this Tariff utilized to meet a Participant’s FS Capacity Requirement.

Demonstrated FS Transmission: A Participant’s demonstration in its Forward Showing Submittal that it has secured WRAP Qualifying Transmission in a quantity sufficient to provide reasonable assurance, as of the time of the Forward Showing Submittal, of delivery of capacity from the Qualifying Resources and the resources associated with the power purchase agreements in the Participant’s Portfolio QCC.

Discounted Deficiency Charge: A reduced Deficiency Charge during the Transition Period that enables a deficient Participant that demonstrates commercially reasonable efforts but is unable to cure deficiencies to access Operations Program capacity.

Dual Benefit Cost Centers: Dual Benefit Cost Centers shall have the meaning provided in Schedule 1 of this Tariff.

Effective Load Carrying Capability (“ELCC”): A methodology employed to determine the Qualified Capacity Contribution of certain types of Qualifying Resources, as more fully set forth in Part II of this Tariff.

Energy Declined Settlement Price: A pricing component used as part of the calculation of settlements for Holdback Requirements and Energy Deployments under Part III of this Tariff.

Energy Delivery Failure: A failure by a Participant to provide an Energy Deployment assigned to such Participant under Part III of this Tariff.

Energy Deployment: A delivery of energy that a Participant is required to provide during an Operating Day, as set forth in Part III of this Tariff.

Energy Storage Resource: A resource, not including a Storage Hydro Qualifying Resource, designed to capture energy produced at one time for use at a later time.

Excused Transition Deficit: A Participant’s inability during the Transition Period to demonstrate full satisfaction of the Participant’s FS Capacity Requirement, which, under certain conditions and limitations prescribed by Part II of this Tariff, permits the Participant to pay a Discounted Deficiency Charge.

Federal Power Marketing Administration: A United States federal agency that operates electric systems and sells the output of federally owned and operated hydroelectric dams located in the United States.

FERC: The Federal Energy Regulatory Commission.

Forced Outage Factor: The factor resulting from dividing the number of hours a generating unit or set of generating units is not synchronized to the grid system, not in reserve shutdown state and considered to be out of service for unplanned outages—or a startup failure, by the number of total hours in the period multiplied by 100% or a Program Administrator calculated equivalent forced outage factor that reflects the likelihood and extent to which a resource will be unavailable from time to time due to factors outside management control.

Forward Showing Program: The program and requirements as set forth in Part II of this Tariff.

Forward Showing Submittal (“FS Submittal”): The submissions a Participant is required to submit in advance of each Binding Season to demonstrate its satisfaction of the FS Capacity Requirement and FS Transmission Requirement, as set forth in Part II of this Tariff.

Forward Showing Year: A period consisting of a Summer Season and the immediately succeeding Winter Season.

FS Capacity Requirement: The minimum quantity of capacity a Participant is required to demonstrate for a Binding Season, as set forth in Part II of this Tariff.

FS Deadline: The deadline for Participants' submissions of their FS Submittals for a Binding Season, as established under Part II of this Tariff.

FS Planning Reserve Margin ("FSPRM"): An increment of resource adequacy supply needed to meet conditions of high demand in excess of the applicable peak load forecast and other conditions such as higher resource outages, or lower availability of resources, expressed as a percentage of the applicable peak load forecast, as determined in accordance with Part II of this Tariff.

FS Transmission Requirement: The minimum quantity of WRAP Qualifying Transmission a Participant is required to demonstrate for a Binding Season, as set forth in Part II of this Tariff.

High-Priced Day: The most recent day in the CAISO in which prices in the day-ahead market were at least \$200/MWh.

Holdback Capacity: Capacity that is voluntarily supplied or is the result of a positive Sharing Calculation result that is bindingly committed to the WRAP after it is claimed by one or more Participants with a negative Sharing Calculation result.

Holdback Requirement: A MW quantity, as determined on a Preschedule Day, that a Participant is required to be capable of converting into an Energy Deployment on a given hour of the succeeding Operating Day, as more fully set forth in Part III of this Tariff.

ICE Index: A wholesale electric price index prepared and published by the Intercontinental Exchange.

Incremental Cash Working Capital Support Charge: Incremental Cash Working Capital Support Charge shall have the meaning provided in Schedule 1 of this Tariff.

Independent Evaluator: An independent entity engaged to provide an independent assessment of the performance of the WRAP and any potential beneficial design modifications, as set forth in Part I of this Tariff.

Installed Capacity: Nameplate capacity adjusted for conditions at the site of installation.

International Power Marketing Entity: An entity that (i) owns, controls, purchases and/or sells resource adequacy supply and is responsible under the WRAP program for meeting LRE obligations associated with one or more loads physically located outside the United States.

Legacy Agreement: A power supply agreement entered into prior to October 1, 2021.

Load Charge: A component of the WRAP Administration Charge as established under Schedule 1 of this Tariff.

Load Charge Rate: Load Charge Rate shall have the meaning provided in Schedule 1 of this Tariff.

Load Services Costs: Load Services Costs shall have the meaning provided in Schedule 1 of this Tariff.

Load Services Cost Centers: Load Services Cost Centers shall have the meaning provided in Schedule 1 of this Tariff.

Load Services Percentage: Load Services Percentage shall have the meaning provided in Schedule 1 of this Tariff.

Load Responsible Entity (“LRE”): An LRE is an entity that (i) owns, controls, purchases and/or sells resource adequacy supply, or is a Federal Power Marketing Administration or an International Power Marketing Entity, and (ii) has full authority and capability, either through statute, rule, contract, or otherwise, to:

- (a) submit capacity and system load data to the WRAP Program Operator at all hours;
- (b) submit Interchange Schedules within the WRAP Region that are prepared in accordance with all NERC and WECC requirements, including providing E-Tags for all applicable energy delivery transactions pursuant to WECC practices and as required by the rules of the WRAP Operations Program;
- (c) procure and reserve transmission service rights in support of the requirements of the WRAP Forward Showing Program and Operations Program; and
- (d) track and bilaterally settle holdback and delivery transactions.

Subject to the above-mentioned criteria, an LRE may be a load serving entity, may act as an agent of a load serving entity or multiple load serving entities, or may otherwise be responsible for meeting LRE obligations under the WRAP.

Locational Marginal Price: The cost of delivering an additional unit of energy to a given node, as calculated under a FERC-regulated wholesale electric tariff.

Loss of Load Expectation (“LOLE”): An expression of the frequency with which a single event of failure, due to resource inadequacy, to serve firm load would be expected (based on accepted reliability planning analysis methods) to result from a given FS Planning Reserve Margin.

Make Whole Adjustment: A component used as part of the calculation of settlements for Holdback Requirements and Energy Deployments under Part III of this Tariff.

Maximum Base Charge: The maximum amount prescribed in Schedule 1 of the Tariff that the Base Charge cannot exceed.

Maximum Load Charge Rate: The maximum rate prescribed in Schedule 1 of the Tariff that the Load Charge Rate cannot exceed.

Median Monthly P50 Peak Loads: Median Monthly P50 Peak Loads has the meaning prescribed by Schedule 1 of this Tariff.

Month: A calendar month.

Monthly Capacity Deficiency: A Participant's Capacity Deficiency for a given Month.

Monthly Deficiency: An identification under Part II of this Tariff whether, and the extent to which, a Participant's need for capacity or transmission for a given Month is greater than the capacity or transmission, respectively, the Participant can demonstrate for such Month.

Monthly FS Capacity Requirement: FS Capacity Requirement determined as to a Month.

Monthly FSPRM: The FS Planning Reserve Margin applicable to a given Month of a given Binding Season, as determined in accordance with Part II of this Tariff.

Monthly Transmission Deficiency: A Participant's Transmission Deficiency for a given Month.

Monthly Transmission Demonstrated: A Participant's Demonstrated FS Transmission for a given Month.

Monthly Transmission Exceptions: Exceptions from the FS Transmission Requirement approved under Part II of this Tariff for a Participant for a given Month.

Multi-Day-Ahead Assessment: A period of days preceding each Operating Day, and ending on the Preschedule Day, during which Sharing Calculations are successively performed based in each case on Operating Day conditions expected at the time of calculation.

North American Electric Reliability Corporation ("NERC"): A not-for-profit international regulatory authority that serves as the designated electric reliability organization for the continental United States, Canada, and a portion of Mexico.

Net Contract QCC: The QCC, which may be a positive or negative value, calculated, in sum and on net, for a Participant's power purchase agreements and power sale agreements, in accordance with Part II of this Tariff.

Non-Binding Season: As to a Participant, any Binding Season during which the provisions of Section 15A.1 of this Tariff apply.

Non-Binding Participant: For any Binding Season, a Participant that has made an election by which such Binding Season is a Non-Binding Season for that Participant.

Open Access Transmission Tariff: A governing document on file with FERC establishing the rates, terms, and conditions of open access transmission service, or equivalent tariff of a transmission service provider that is not required to file its transmission service tariff with FERC.

Operating Day: A current Day of actual electric service from resources to load, for which Sharing Events are determined and Energy Deployments may be required, as set forth in Part III of this Tariff.

Operations Program: The program and requirements set forth in Part III of this Tariff.

P50 Peak Load Forecast: A peak load forecast prepared on a basis, such that the actual peak load is statistically expected to be as likely to be above the forecast as it is to be below the forecast.

Participant: A Load Responsible Entity that is a signatory to the WRAPA.

Portfolio QCC: As to a Participant, the sum of the Resource QCC provided by all of a Participant's Qualifying Resources plus the Net Contract QCC of such Participant, as adjusted to reflect RA Transfers as described in Section 16.2.7 and Planned Outages as described in Section 16.2.8.

Preschedule Day: The applicable scheduling Day for a given Operating Day as defined in scheduling calendar established by WECC.

Program Administrator: The Western Power Pool, in its role as the entity responsible for administering the WRAP.

Program Operator: A third party that has contracted with the Program Administrator to provide technical, analytical, and implementation support to the Program Administrator for the WRAP.

Program Review Committee ("PRC"): The stakeholder sector committee as established in Section 4.2 of this Tariff.

Pure Capacity: A MW quantity of capacity without any assigned forced outage rate employed in ELCC determinations under Part II of this Tariff.

Qualifying Capacity Contribution ("QCC"): The MW quantity of capacity provided by a resource, contract, or portfolio which qualifies to help satisfy a Participant's FS Capacity Requirement, as determined in accordance with Part II of this Tariff.

Qualifying Resource: A generation or load resource that meets the qualification and accreditation requirements established by and under Part II of this Tariff.

Real-Time Price: A price for wholesale electric transactions designated as a real-time price in an Applicable Price Index.

Resource Adequacy Participant Committee (“RAPC”): The committee comprised of representatives from each Participant as established in Part I of this Tariff.

Resource QCC: The QCC provided by a Qualifying Resource, as determined in accordance with Part II of this Tariff.

Run-of-River Qualifying Resource (“ROR”): A hydro-electric power project that does not have the capability to store a sufficient volume of water to support continuous generation at the project’s stated maximum capacity for a period of one hour. Resource does not meet the definition of a Storage Hydro Qualifying Resource.

Safety Margin: An additional factor allocated among Participants with positive sharing calculations when warranted by certain conditions as prescribed by Part III of this Tariff.

Senior Official Attestation: A signed statement of a senior official of a Participant attesting that it has reviewed such Participant’s information submission required under this Tariff, that the statements therein are true, correct and complete to the best of such official’s knowledge and belief following due inquiry appropriate to the reliability and resource adequacy matters addressed therein, and containing such further statements as required by this Tariff or the applicable Business Practice Manual for the information submission at issue.

Sharing Calculation: A calculation used in the Operations Program under Part III of this Tariff to identify any hour in which any Participant is forecast to have a capacity deficit.

Sharing Event: An hour or hours of an Operating Day for which one or more Participants has a negative Sharing Calculation result, as determined in accordance with Part III of this Tariff.

Storage Hydro Qualifying Resource: A hydro-electric power project with an impoundment or reservoir located immediately upstream of the powerhouse intake structures that can store a sufficient volume of water to support continuous generation at the project’s stated maximum capacity for a period of one hour or longer.

Subregion: An area definition approved by the Board of Directors and identified in the Business Practice Manuals, that is wholly contained within the WRAP Region, which is separated from one or more other Subregions by transmission constraints on capacity imports or on capacity exports that result, or are expected to result, in differing FSPRM determinations for that Subregion relative to such other Subregion.

Summer Season: A period of time that commences on June 1 of a Year and terminates on September 15 of the same Year.

System Sale: A bilateral agreement that conveys generating capacity from a group of generating resources from one party to another.

Transition Period: The Binding Seasons within the time period from June 1, 2025, through February 28, 2029, plus the time period required to implement the requirements and procedures of Part II of this Tariff applicable to such Binding Seasons.

Transmission Deficiency: A shortfall in a Participant's demonstration of secured WRAP Qualifying Transmission, after accounting for any approved transmission exceptions, relative to that Participant's FS Transmission Requirement, as further defined in Part II of this Tariff.

Unforced Capacity: The percentage of Installed Capacity available after a unit's forced outage rate is taken into account.

Variable Energy Resource ("VER"): An electric generation resource powered by a renewable energy source that cannot be stored by the facility owner or operator and that has variability that is beyond the control of the facility owner or operator, including but not limited to a solar or wind resource.

VER Zone: A geographic area delineated in accordance with Section 16.2.5.2 of this Tariff for a given type of VER, where each VER of that type located in such area is anticipated to be comparably affected by meteorological or other expected conditions in such area to a degree that warrants distinct calculation of ELCC allocations for such VERs of that type in such area.

Voluntary Holdback: Capacity that is offered to the Operations Program by a Participant with excess supply that is not obligated to the WRAP through a positive Sharing Calculation result, some or all of which can be used as part of the offering Participant's Holdback Requirement. For a Participant in a Subregion without a Central Hub, Voluntary Holdback for an hour must additionally include a total quantity for all identified points from Section 19.4 at which it can deliver that is no less than the amount of the Voluntary Holdback capacity for such hour.

Western Electricity Coordinating Council ("WECC"): A non-profit corporation that has been approved by FERC as the regional entity for the western interconnection and that also has NERC delegated authority to create, monitor, and enforce reliability standards.

Western Resource Adequacy Program Agreement ("WRAPA"): The participation agreement for the Western Resource Adequacy Program, as set forth as Attachment A to this Tariff, or as set forth for an individual Participant in a non-conforming version of such participation agreement accepted by FERC.

Western Resource Adequacy Program ("WRAP"): The Western Resource Adequacy Program, as established under this Tariff.

Western Power Pool ("WPP"): Northwest Power Pool, d/b/a Western Power Pool, which serves as Program Administrator for the WRAP under this Tariff and holds exclusive rights under section 205 of the Federal Power Act to file amendments to this Tariff.

Winter Season: A period of time that commences on November 20 of a Year and terminates on February 28 (or February 29, as applicable) of the immediately following Year.

WRAP Cost Assignment Matrix: The matrix set forth in Schedule 1 of this Tariff to identify which WRAP costs are assessed to the Base Charge and the Load Charge components of the WRAP Administration Charge.

WRAP Qualifying Transmission: Transmission service that is (i) NERC Priority 6 or NERC Priority 7 point-to-point transmission service, (ii) network integration transmission service, or (iii) any firm transmission product that constitutes the highest priority transmission service offered by a transmission service provider, is reserved in advance, cannot be curtailed for higher priority transmission service, and is subject to curtailment only under reliability conditions necessary to maintain transmission system operations.

WRAP Region: The area comprising, collectively, (i) the duly recognized and established load service areas of all loads in the United States that all Participants are responsible for serving, (ii) the duly recognized and established load service areas of all loads in the United States that all load serving entities, on whose behalf a Participant acts in accordance with this Tariff, are responsible for serving, and (iii) 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, in all cases excluding, for any Binding Season, any loads permitted by this Tariff to be excluded from Participants' Forward Showing Submittal for such Binding Season.

Year: A calendar year.

14. Forward Showing Program Process and Timeline

14.1 The Forward Showing Program has two Binding Seasons, defined as the Summer Season and the Winter Season. The Summer Season is the period beginning on June 1 of each Year and ending on September 15 of that same Year. The Winter Season is the period beginning on November 20 of each Year and ending on February 28 (or February 29, as applicable) of the succeeding Year. This Tariff does not establish resource or showing obligations outside the periods defined by the Summer Season and Winter Season.

14.2 Each Participant shall submit its Forward Showing Submittals for each Month of each Binding Season, with all required supporting materials and information as detailed in the Business Practice Manuals, on or before the FS Deadline for the Binding Season. The FS Deadline for each Binding Season shall be seven months before the start of such Binding Season.

14.2.1 Forward Showing Submittal:

14.2.1.1 Absent the exception in Section 14.2.1.2, each Participant shall submit a separate Forward Showing Submittal for loads for which it is responsible if transmission constraints between areas where its loads are located, including, without limitation, when Participant is responsible for loads in more than one Subregion, prevent application, in the manner more fully described in the Business Practice Manuals, of Resource QCC or Net Contract QCC from one load area to the FS Capacity Requirement of another load area.

14.2.1.2 Notwithstanding Section 14.2.1.1, a Participant responsible for loads in multiple Subregion may submit for a given Month a single Forward Showing Submittal for such loads, and may employ for determination of its FS Capacity Requirement for such Month the lower of the FSPRM values determined for the Subregions where its loads are located, if the Participant demonstrates in such Forward Showing Submittal, in accordance with the procedures and requirements set forth in the Business Practice Manuals, WRAP Qualifying Transmission in a quantity, in addition to that required by the FS Transmission Requirement, equal to the difference in the FSPRM values multiplied by the Participant's P50 Peak Load Forecast for such Month, with a point of delivery in the Subregion with the higher FSPRM value and the point of receipt in the Subregion with the lower FSPRM value. Each such showing shall identify the MW quantity, Month of service, point of receipt, and point of delivery of such WRAP Qualifying Transmission, and such other information as specified in the Business Practice Manuals, and shall verify that the offered rights are WRAP Qualifying Transmission.

14.2.2 Each Participant's Forward Showing Submittal shall include a Senior Official Attestation.

14.3 The FSPRM values used in the Forward Showing Submittals for a Binding Season shall be those values approved by the Board of Directors as the culmination of an Advance Assessment process. No later than twelve months before the FS Deadline for each Binding Season, WPP will determine and post the recommended FSPRM for each Subregion for each Month of such Binding Season. Participants shall provide their load, resource and other information reasonably required to perform the analyses and calculations required for the Advance Assessment, in accordance with the Advance Assessment information submission details and schedule specified in the Business Practice Manuals. No later than nine months before the FS Deadline for such Binding Season, the Board of Directors shall take its final action regarding approval of the FSPRM values for each Month of such Binding Season.

14.3.1 In connection with an Advance Assessment process, or otherwise in connection with consideration of a change to the Business Practice Manuals, the Board of Directors may determine that designation of Subregions would encourage the relief, in whole or part, of transmission constraints on the transfer of capacity within the WRAP Region (whether through development or commitment of transmission, of Qualifying Resources, or by other means) to the benefit of the WRAP Region and the advancement of the objectives of the WRAP. Each such Subregion shall be identified in the Business Practice Manuals.

14.3.2 Any Participant may choose to offer in the Advance Assessment process WRAP Qualifying Transmission owned or controlled by such Participant for delivery of capacity from one Subregion to another Subregion, for use by other Participants under the terms of Part III of this Tariff during any or all identified Months of the applicable Binding Season. Each such offer shall identify the MW quantity, Month of service, point of receipt, and point of delivery of such transmission service rights, and such other information as specified in the Business Practice Manuals, and shall verify that the offered rights are WRAP Qualifying Transmission. No Participant is obligated to offer any such transmission service rights in the Advance Assessment process, but any offer so made and not withdrawn before the deadline during the Advance Assessment process specified in the Business Practice Manuals shall be considered a binding offer of the identified transmission service rights which may not be withdrawn before the end of the last Day of the Month for which such transmission service is offered. WPP shall take account of such offered transmission service rights, along with other transmission deliverability reasonably anticipated to be available for use by Participants for WRAP purposes during the applicable Binding Season in its determination of the recommended FSPRM values for each Month of the applicable Binding Season for the WRAP Region and for each affected Subregion.

- 14.3.3 If, after the Board of Directors has approved the FSPRM values for a Binding Season pursuant to this Section 14.3, a change to a NERC or WECC Reliability Standard or other applicable NERC or WECC requirement governing Contingency Reserves becomes effective, and implementation of such change would result in a decrease to one or more Monthly FSPRM values for that Binding Season, WPP may adjust the affected Monthly FSPRM values solely to reflect the effect of such change. The Board of Directors may approve such revised Monthly FSPRM values, provided that such approval occurs more than three months before the FS Deadline for that Binding Season. Any revised Monthly FSPRM approved pursuant to this Section 14.3.3 may only decrease, and may not increase, a Monthly FSPRM value previously approved for that Binding Season
- 14.4 No later than sixty Days after the FS Deadline for a Binding Season, WPP will (i) provide the values of the Participant's FS Capacity Requirement and FS Transmission Requirement for each Month of the Binding Season; (ii) affirm that the Portfolio QCC of such Participant for each Month of the Binding Season equals or exceeds the FS Capacity Requirement of such Month for such Participant or notify such Participants of any deficiencies in the Forward Showing Submittal that result in a failure to demonstrate satisfaction of the FS Capacity Requirement; and (iii) affirm that the Demonstrated FS Transmission plus approved Monthly Transmission Exceptions of such Participant for each Month of the Binding Season equals or exceeds the FS Transmission Requirement of such Month for such Participant or notify such Participants of any deficiencies in the Forward Showing Submittal that result in a failure to demonstrate satisfaction of the FS Transmission Requirement.
- 14.5 Within 120 Days after the FS Deadline, the Participant shall (i) submit revisions to its Forward Showing Submittal, including, without limitation, additions or revisions to the Participant's Resource QCC, Net Contract QCC, or Demonstrated FS Transmission; (ii) in order to fully cure all identified deficiencies and demonstrate that such Participant's Portfolio QCC for each Month of the Binding Season equals or exceeds its FS Capacity Requirement; and (iii) fully provide Demonstrated FS Transmission for each Month of the Binding Season that equals or exceeds its FS Transmission Requirement for the same Month of the Binding Season where WPP identified deficiencies.
- 14.5.1 Any Participant that fails to cure identified deficiencies in its Forward Showing Submittal within the period prescribed above shall be assessed a Deficiency Charge.
- 14.6 In the event that a failure of the Forward Showing software system (i) occurs in the seven Days preceding a FS Deadline and (ii) prevents a Participant from meeting the FS Deadline, the FS Deadline shall be extended by one Day for each Day the Forward Showing software system failure persists and prevents the Participant from meeting the FS Deadline. In the event that a failure of the

Forward Showing software system triggers an extension of the FS Deadline pursuant to this Section, the deadline for WPP to respond to the Forward Showing Submittal set forth in Section 14.4 shall be extended by a commensurate number of Days as the FS Deadline.

- 14.7 In the event that a failure of the Forward Showing software system occurs within seven Days of the deadline for WPP to respond to Forward Showing Submittals pursuant to Section 14.4, the deadline for WPP to respond set forth in Section 14.4 shall be extended by one Day for each Day that the Forward Showing software system failure persists and prevents WPP from meeting the deadline provided in Section 14.4.
- 14.8 In the event that a failure of the Forward Showing software system (i) occurs in the seven Days preceding the deadline to cure deficiencies in the Forward Showing Submittal set forth in Section 14.5 and (ii) prevents a Participant from meeting the deadline to cure deficiencies in the Forward Showing Submittal provided in Section 14.5, the deadline set forth in Section 14.5 shall be extended by one Day for each Day the Forward Showing software system failure persists and prevents the Participant from meeting the deadline set forth in Section 14.5.