行政院及所屬各機關出國報告

(出國類別:研究)

電力批發市場雙邊合約躉售購電力策略之研究

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關鍵詞:雙邊合約(bilateral contract)、電力期貨(Electricity Futures)、

遠期契約 (Forward contract)。

內容摘要:(二百至三百字)

- 一、新進國家實施自由化競爭制度之經驗,如英國由管制到解除管制,又在 2001年3月實施新的電力交易協議(NETA)制度,OFGEN其扮演之角色及 NETA實施後如何獲得電價下降,從美國加州電力危機發生之原因及其改善 之措施,並與美國PJM作一比較,由英、美實施電力自由化過程與改善措 施之時空背景來探討,可作台灣實施競爭市場之借鏡。
- 二、 將來電力市場之輸電服務是非常重要的一環,故對輸電服務分析、步驟、 分類與費用計算考慮之因素等需加以了解;尤其輔助服務對系統可靠與穩 定是不可或缺之運轉方法,對於各國輔助服務定義及分類必要研討分析比 較,屆時購售電競價策略制定時輸電服務是考量重要因素之一。
- 三、 自由電力市場中,為避免市場價格波動引起財物損失,故須有長期之雙邊合約、期貨與遠其契約等作為避險之工具。

本文電子檔已傳至出國報告資訊網(http://report.gsn.gov.tw)

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第一章 自由化下先進國家電力市場交易制度模式 英國

市場架構的變遷

從 1989 年開始, 英國的電力產業面臨了兩項劇烈的轉變:1 電力公司 的民營化;2. 競爭機制的導入。

對一個 40 年來都屬於公用部門的產業而言,這一個所有權的轉變是極大的衝擊,但轉變並不僅於此。事實上,整個電力產業已經開始徹底的重整,其變化可分為四方面 1. 電力市場競爭的導入; 2. 與政府部門間的財務獨立; 3. 所有權的分散; 4. 電力產業員工的積極參與。

為了促進產業的競爭,必須將產業做適當的區隔。在整個電力產業中, 具有自然獨占性質的輸配電部門必須和具有競爭特質的發、售電部門予以 分開。當許多國家開始對其電力產業進行解除管制、促進競爭的工作時, 我們會發現,這樣的區隔都是大多數國家的一致做法。

(一)改革前的市場架構

如前所言,在英格蘭與威爾斯地區,改革前的電力市場是由一家規模龐大的發、輸電公司,中央電力局,和12家負責配、售電業務的地區配電局(RABs)所組成,另外有一個電力審議會(Electricity Council)專門處理有關政策方面的問題。在蘇格蘭和北愛爾蘭地區都是由具有垂直整合型態的公營電力事業來負責供應電力的需求,其主要的特徵都是由中央計劃投資、工程導向(engineering-led)以及成本加成(cost-plus)定價方式。事實上,在早期的能源法(Energy Act)中,曾嘗試開放新的發電廠進入市場競爭,但卻在CEGB的阻止下無疾而終。

在1989年的電業法(Electricity Act)中,對於電力市場的重

整與民營化給予新的法律基礎,在此之下,大部分原屬公用事業的電力公司,都透過股票的公開發行而完成民營化的工作。不僅如此,在此同時,市場競爭的機制也建立了起來,特別是在售電市場和發電市場的競爭更為明顯。而在輸配電市場中,由於其擁有自然獨占的特質,在同一地區,不可能出現兩組不同的網路系統彼此競爭,因此,需要一個獨立的管制機構加以規範。英國政府依據電業法的規定,成立了電力管制局(Office of Electricity Regulation,OFFER),由電力供應執行長(Director General of Electricity Supply,DEGS)所領導,其責任即在於確保電力市場的競爭與效率,保障消費者的權益。而由於電力與天然氣擁有許多共同特質,在1999年,英國政府將電力與天然氣管制業務合而為一,成立了新的管制單位,稱為電力與天然氣管制局(Office of Gas and Electricity Market,OFGEM)(二)改革後的市場結構

在英格蘭和威爾斯地區,經過產業的重整之後,CEGB在1990年4月被拆成了四個部分。發電部門一分為三,其中包括兩家大型的化石燃料發電公司,國家電力公司(National Power)以及發電公司(PowerGen);另外還有一家核能發電部門,核能發電公司(Nuclear Electric)。在這次的產業重整中,國家電力公司以及發電公司都已經完成民營化,而核能發電公司在1996年時仍然由政府部門所控制。在輸電系統方面,所有權和營運權都被移轉到新成立的國家輸電網路公司(National Grid Company,以下簡稱NGC),NGC並負有促進競爭的特殊任務。此外,原有的12家地區配電局也都改組成為地區配電公司(Regional Electricity Companies,RECs),在1995年國家輸電網路公司之股票上市前,這12家地區配電公司擁有其大部分的股權。

在蘇格蘭地區,垂直整合的型態仍然保留,但重整後成立了兩家新的電力公司,蘇格蘭電力公司(ScottishPower)與水力發電公司(Hydro-Electric)。核能發電的部分和英格蘭威爾斯地區相同,也成立了一家個別的核能發電公司,即蘇格蘭核能電廠(Scottish Nuclear)。

在1996年7月,英國政府將這兩家原為國營的核能發電公司的股權部分釋出,並成立了一家新的控股公司,英國能源公司(British Energy),而蘇格蘭核能電廠與核能發電公司則成為其子公司,由其負責控管。核能發電公司的六座 Magnox 電廠則移轉到國營的 Magnox 電力公司。

在北愛爾蘭地區,原有的四家電力公司在1992年時,被一些彼此競爭的發電廠所購買,而北愛爾蘭電力公司(North Ireland Electricity)則負責輸、配、售電部門,並在1993年成功的完成股票公開上市的工作。有關英國電業改革前後的市場架構可見圖1-1 與圖1-2。

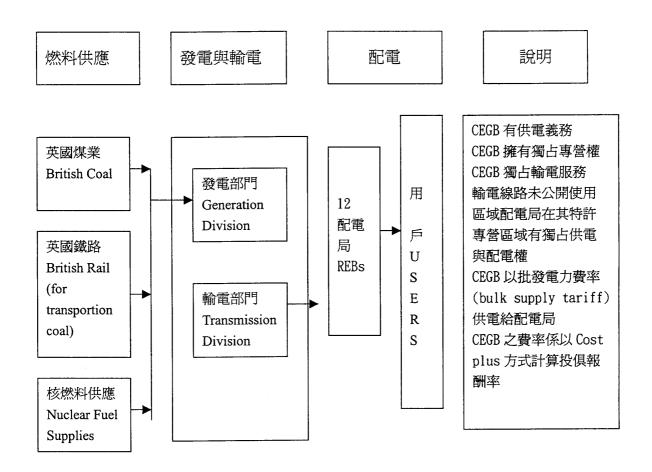


圖 1-1 民營化前之英國電業結構

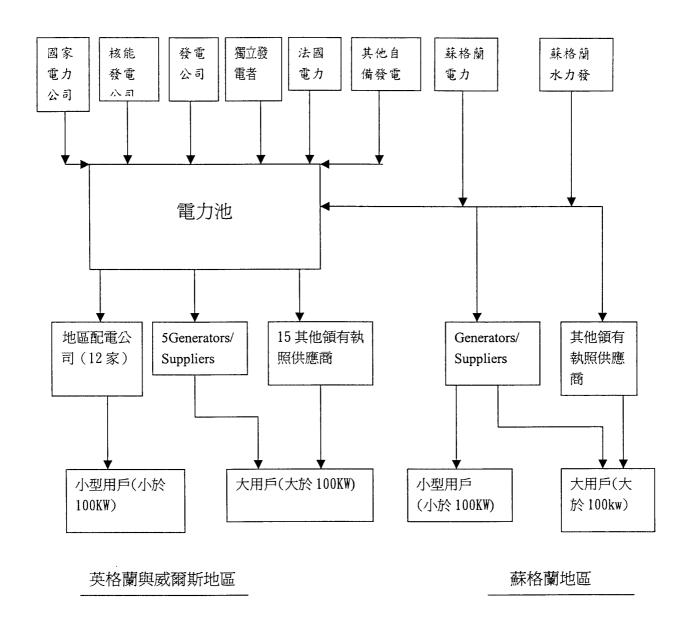


圖 1-2 重組後之英國電業供應結構(1990)

英國新電力交易制度

英國英格蘭與威爾斯地區於2001年3月27日開始實施新電力交易制度

(New Electricity Trading Arrangements, NETA) 取代 1990 年推動電力市場改革之電力池,新制度採取志願性雙邊市場,最重要的原則是發電業者與供電業者必須在實體交易前 3.5 小時分別以售、購電合約平衡預期的發電與購電需求,發、供電業者若無法平衡實際的發電與需求,將付出較合約價格為高且帶有懲罰意味的不平衡費用。

NETA 是以平衡與結算規則(Balancing and Settlement Code, BSC) 管理電力市場之運作,國家輸電網公司(National Grid Company, NGC) 負責系統的協調與營運,凡具有執照的發、供電業者必須遵守 BSC 規 定,經由 NETA 市場機制進行交易。

NETA 目前有許多的細節還在修正或改進中,後續發展值得關注。在 NETA 下,電力交易主要以雙邊合約方式進行,另透過電力交易所 (Power Exchange)的市場運作經由平衡機制 (Balancing Mechanism, BM)完成現貨交易;發電業者也可與 NGC 簽約,提供平衡 (輔助)服務,包括備轉、無效電力與頻率控制。NETA 的運作請參閱圖一。

Real time = 0 H

Forward

Power Exchange

Balancing

Machanism

Settlement

圖 1-3: NETA 的運作

48H

3.5H

一、 雙邊合約市場

- (一)實體雙邊交易合約為賣方(發電業者)與買方(供電業者) 間的協定,賣方在特定時段以特定價格輸送一定數量的電力 給買方。
- (二)而財務雙邊合約係指訂約雙方不進行實體電力交易,此種合約主要目的為用來避險,當市場價格超過特訂的合約價格時,賣方支付買方價差,當市場價格低於特定的合約價格時,買方支付賣方價差。
- (三)對大多數市場參與者來說,對價差合約(Contract for Differences, CfDs)與電力遠期合約(Electricity Forward Agreements, EFAs)之雙邊交易市場的運作已相當熟悉, CfDs 與 EFAs 為環繞著電力池價格的財務合約,兩者的差異為: CfDs 係由交易雙方直接進行協商訂約,時間至少一年, 且數量龐大,而 EFAs 的數量少,交易委託經紀商進行。在 NETA 之下,CfDs 與 EFAs 有可能發展為固定價格的實體供電 合約。目前已有一種實體電力雙邊交易標準合約,稱為 Grid Trade Master Agreement (GTMA),是由 EFAs 交易各方所發 展出來的。
- (四)估計90%的躉售電力交易量是經由雙邊市場進行。

二、 電力交易 (Power Exchange)

(一) 市場服務機構

NETA實施至今,目前有五家電力交易市場服務機構提供或準備提供電力交易服務,分別為UKPX、APX、IPE、PowerEx及EnMO。電力交易市場服務機構對電力買賣雙方提供遠期及現貨市場服務,其中遠期市場通常係以標準商品如基載與尖峰等進行交易,以季節、月及週為期作區隔。而現貨市場係以半小時為交易單位,交易雙方必須在交易前48小時提報交易數量,如欲改變交易量則必須在實際交易前3.5小時提報最後交易量與價格(此限期稱為Gate Closure),此一現貨市場每天營運24小時,某些電力交易市場服務機構也提供前一日或當日拍賣,或其他特殊服務。

(二) 合約交易之進行

標準交易係引用在電力交易市場服務機構(即電力交易所)提出之購電(bid)與售電(offer)的報價為依據,電力交易所為市場參與者提供一個機會,使其在即時交易前4小時能依據最新的市場資訊與每半小時的價格,調整其交易至最適情況。此一市場的標準合約期間係以交易當日的每個半小時為基礎簽訂,當提報的交易價格被接受時,市場參與

者可將被電力交易所接受的每個半小時之合約予以合併,電力交易所在即時交易前4小時就關閉此種交易。

在此交易市場上,零售商擁有更精確的資訊,例如實際的用戶數與最近的消費型態,利用最新資訊,可重新預測其電力需求,然後就必須以售電或購電的方式來抵補遠期市場合約交易量與重新預測的市場需求間所呈現之超出或不足的數量。發電業者在此階段再計算其發電的經濟性,較積極的交易商將會在燃料市場中進行套利行為,其他的市場參與者也可能對市場價格進行重新評估,然後據此展開行動。

除在電力交所交易之外,部分交易商考慮到交易成本,或考量市場深度(如利用 bids 及 offers 交易之可用性)的關係,在最近即將發展出一種雙邊櫃檯(Over the Counter,OTC)市場。

在電力交易所進行的買賣,其價格波動要比遠期市場為 大,英國 Innogy 公司 (National Power 為其前身)預估在 電力交易所進行 24 小時的交易量約占實體電力市場交易量 的 10%。

(三) 關門 (Gate Closure)

Gate Closure 之時限為即時交易前 3.5 小時,亦即市

場參與者必須在 Gate Closure 前向 NGC 申報其合約的實際情況與預期的每半小時之實體電力情況。

- (四)2001年7月3日之標準交易請參閱附表。
- 三、 平衡機制 (Balancing Mechanism, BM)
 - (一)平衡機制係系統營運機構(NGC)用來平衡電力系統供需之主要工具,以確保系統供電安全,在平衡機制架構下,電力買賣雙方基於經濟價格考量,提出額外彈性的購、售電報價,來增加或降低用電或發電需求。亦即,市場參與者於 Gate Closure 之前,向 NGC 提出成對的 bids (購電)及 offers (售電)供標購或標售。Offers 表示現貨價格上升,市場參與者將願意向 NGC 增加供電數量(或降低需求)。Bids表示現貨價格低,市場參與者為了降低發電成本或減少電費支出,願意向 NGC 降低發電水平或增加用電需求。

NGC 可以在即時交易前任何一點的某個特定的半小時, 要求任何提報 Offer 及 bid 的市場參與者執行其承諾。

NGC 接受發電業者的 Offers 及 bids 後,每個 Offer 及 bid 將視同個別的合約,在時段內將不致因一個參與平衡機制的發電機組而引發系統不平衡的狀態。

(二)Bid 及 offer 在關門(Gate Closure)之後不得改變,對發、

供電業者來說,其所提報之bid 及 offer 一旦為系統營運機構(SO)接受後就必須執行,但是當發、供電業者其已獲SO 接受的 offer 或 bid 被取消時,則必須重新報價。例如即時交易之前兩小時,SO 確認電力供給過剩,因而接受某一發電業者(X)的 bid(減少發電),但是由於另外一個發電業者(Y)所擁有的發電機組突然跳機,電力供給意外減少,此時,SO 有兩種選擇:1.接受 X 的 offer,如果另一個發電業者(Z) 比較便宜,就接受 Z 的 offer 或;2.接受供電業者(W)的 offer 以降低用電量。

- (三)在以每半小時為電力交易時段中,只要與機組的技術特性一致,SO可接受同樣的BM機組提出各種bids(減少系統電力)。
- (四)用來平衡系統的 bids 及 offers 也有可能發生不足的情況, 此時,為避免市場失靈,SO 有權決定接受特定之 bids 與 offers,命令該等機組增加或減少發電,維持實體供電安 全,惟此種情況應相當罕見。
- (五) bids 及 offers 除了用來平衡電力供需外,還有三種用途:
 - 1. 紓緩輸電限制

即命令發電機組增加或降低發電出力,或限制負載需求。

2. 套利

例如發電業者(X)提出 offer,在半小時交易時段以 20 英鎊/MWh 供給額外的 50MW 電力,供電業者(W)提出 bid,在半小時交易時段以 25 英鎊/MWh 取得 50MW 電力,SO 在此時接受(X)的 offer 及(W)的 bid,僅增加 50MW 電力供給,不會影響系統平衡,對 SO 而言,則以此套利交易取代 Gate Closure 前應完成的某項交易並從中獲利(20 英鎊/MWh 與 25 英鎊/MWh 的差額)。

3. 為因應需求波動及跳機,以保障系統安全,相等數量的 bids 及 offers 也可被接受,以增加額外備轉容量

例如,為能迅速增加發電量,若干機組必須滿載運轉,因而有些 bids 在 Gate Closure 後立刻被接受以使供給具有彈性,為維持電能平衡,也必須接受 Offers。

- (六)即時交易結束時,SO立即就實際讀表度數提供結算不平衡電力款項,SO在加總的實際讀表數量與Gate Closure時市場參與者所提報的合約數量相比,決定市場參與者的不平衡(out-of-balance)電力數量,再根據其報價結算其應付或應收電力款項。
- (七) 平衡服務 (Balancing Services)

平衡(輔助)服務包括備轉容量、頻率控制及無效電力等項目,NGC以競爭市場模式在平衡機制市場採購備轉容量及無效電力。

(八)不平衡處理(Imbalance)

NGC 依據平衡與結算規則給予每個市場參與者之特定生產與消費帳戶 (production and consumption account),電表實測的發電量登入生產帳,電表實測的需求量登入消費帳。發電業者的發電量大於合約規定的售電量稱為長項 (long),發電業者在任一半小時時段之售電量較發電量多時稱為短項 (short),上述電表實測的數量將會以不平衡價格收費 (亦即業者或用戶不參加平衡機制時)。

- (九)假設電力交易所及遠期市場能對所有的市場參與者維持充分的市場流動性,估計躉售市場交易總量當中僅有 1%-2% 會透過平衡機制進行交易。NETA 市場自 2001 年 3 月 27 日實施至今不到半年,如果市場趨於成熟與穩定時,管制單位希望 gate closure 的時限可由即時交易前 3.5 小時減為 1 小時,以降低平衡機制的成本。
- (十) NETA 實施以來,平衡機制對大型之垂直整合的能源公司並 未造成困擾,但小型電力公司卻對此一市場提心吊膽,主

要原因是平衡機制的價格無法預測,小型電力公司在營運上顯然較為困難。舉例來說,在 NETA 實施後第一週,一家傳統的 10MW 風力發電公司電能收入為 7,500 英鎊,但卻付出 9,000 英鎊的不平衡費用,英國能源部長 Peter Hain 因此下令調查 NETA 對小型電力公司的影響,天然氣暨電力市場管制局 (Ofgem) 目前還在進行調查 (有趣的是執行調查的人員當中有不少曾參與 NETA 的設計)。

四、 結算(Settlement)

所謂結算係在平衡機制中,SO 在計算每一市場參與者之每個半小時交易時段之電表實測電力量與其提報的交易量與價格,結算其應收或應付的電力款項等事宜。任一市場參與者遇到合約與實際需求不平衡時,有兩種選擇:參與平衡機制之交易市場,使 NGC 接受其 bid 或 offer 回歸平衡,或者支付「不平衡現金支出」有兩種:系統購電價格(System Buy Price, SBP) 及系統售電價格(System Sell Price, SSP)。SBP 是以平衡機制中被 SO 接受的 offers 之加權平均價格來計算,SSP 是以平衡機制中被 SO 接受的 bids 之加權平均價格來計算,兩者均不包括被視為套利的 offers 或與輸電壅塞有關的數量。

五、 平衡機制與不平衡結算的營運請參閱下圖。

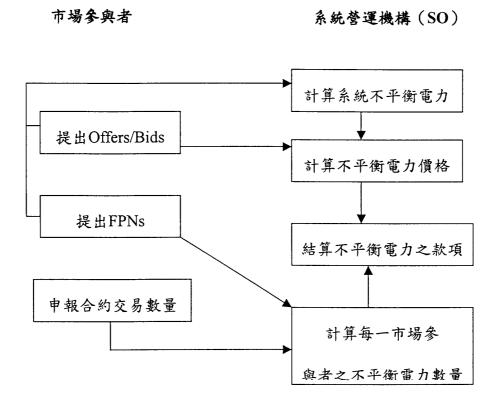


圖1-4:平衡機制與不平衡結算的營運

FPN: Final Physical Notification, Gate Closure 時提報給 SO,詳述 BM 機組的發電或用電情況。

Offer:提出一個發電業者願意增加發電或供電業者願意降低需求的價格 (英鎊/MWh), offer 增加電力系的淨電力供給。

Bid:提出一個發電業者願意減少發電或供電業者願意增加需求的價格(英鎊/MWh),bid減少電力系的淨電力供給。

Ofgem 對 NETA 實施五個月以來之檢討

Ofgem 在 NETA 實施五個月後,對執行情形檢討如下:

- 一、NETA 運作順利, 躉售電價與去年同期相比下跌 20-25%。
- 二、從小型發電業者之問卷調查顯示,其售電價格較去(2000)年同下 跌17%,但小於發電業整體售電價格下跌幅度。
- 三、生能源發電業者面對售電價格偏低的事實,將要求政府檢討目前的 再生能源之補助水準是否能達成為主環保目標。
- 四、ETA 基本上係以獎勵可靠的發電方式,如果以推動環保為理由獎勵可靠度較低的發電方式,就有賴政府對此種發電方式給與更多的支持。
- 五、果要達到目前的環保目標或更上一層樓,再生能源發電需要政府更 多的支持。
- 六、fgem 認為實施 NETA 後已建立市場之流通性,與去年同期相比,電力交易量增加三倍,合約議定數量增加兩倍。
- 七、GC 的電力系統平衡機制營運良好,每日的電力系統平衡成本已減 半,也造福用戶。

表 1-1:英國電業大事紀

時間	事件
1988	發表英格蘭威爾斯及蘇格蘭電力產業民營化白皮書;
	電力法案(Electricity Bill)提交國會
1989	通過電業法(Electricity Act),爲英國電業自由化政策揭開序幕;
	核能電廠撤出民營化
1990	英格蘭及威爾斯電力池開始交易,由電力管制局(Office of Electricity Regulation,OFFER)負責管制;
	區域電力公司釋股;
	開放大用戶(1MW以上)購電選擇權
1991	National Power 及 PowerGen 釋出 60%股份;
	發表北愛爾蘭電力產業民營化白皮書;
	Hydro Electric 及 ScottishPower 釋股
1993	Northern Ireland Electricity 釋股
1994	開放 100kW - 1MW 用戶購電選擇權
1995	National Power 及 PowerGen 第二階段釋股(40%);
	政府於區域電力公司之黃金股份全數釋出;
	National Grid 釋股
1996	British Energy 釋股
1998	用戶購電選擇權全面開放
1999	OFFER 與天然氣供應管制局(Office of Gas Supply)合併爲 OFGEM
2000	通過公用事業法(Utilities Act),爲新電業自由化改革奠定基礎
2001.3	實施 NETA
2001.8	OFGEM 發布環保行動計畫
2001.8	OFGEM 發布 NETA 評估報告

一、加州

(一) 電力市場架構

1.市場組成

加州的電力市場包括受加州電力交易所管理的短期期貨市場與現貨市場,以及不受電力交易所管理的雙邊合約市場與價差合約市場。其中電力短期期貨市場包含有當日市場(原為"前一日市場")與前一時市場,而現貨市場則包含有即時市場(參見圖 3-3)。

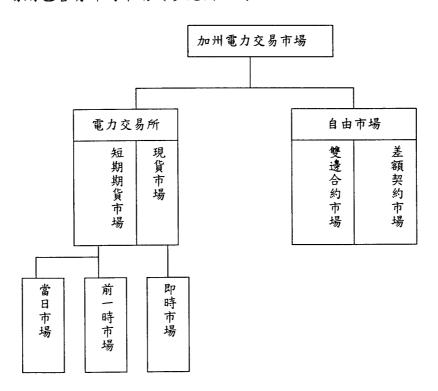


圖 1-5 加州電力交易市場架構圖

2.市場參與者

電力市場參與者有發電業者、獨立系統操作者(Independent System Operator; ISO)、電力交易所(Power Exchange; PX)、排程協調者(Scheduling Coordinators; SC)、電力服務供應商(售電業者)、配電公司等。以下簡單介紹上述市場參與者:

(1) 發電業者

發電業者包括民營公用事業者(Investor-Owner Utilities;IOU)、公營公用事業者、非公用事業者、其他州發電者等。民營公用事業者主要有三大家:太平洋瓦斯與電力公司(Pacific Gas & Electricity Company; PG&E)、南加州艾迪生公司(Southern California Edison Company; SCE)、聖地牙哥瓦斯與電力公司(San Diego Gas & Electricity company; SDG&E);公營公用事業者包括23家市立電廠、3家郊區型合作性公用事業、12家其他公營電業者;非公用事業者則有許多家,包括豁免批發發電業者(Exempt Wholesale Generator; EWG)、合格系統(Qualifying Facility; QF)、及獨立發電業者(Independent Power Producers; IPP)。

在自由化施行後,三大電力公司(PG&E、SCE、SDG&E)在 2002 年之前都必須強制透過加州電力交易所進行電力交易,2002 年以後,這三大電力公司可自行決定是否透過 PX 進行電力交易。而為維持電力系統穩定可靠,各發電廠之必須運轉(Must-Run)發電機組也必須透過電力交易所交易;而獨立發電業者 (IPP)、豁免批發發電業者 (EWG)、市營電廠、公營公用事業者,可選擇透過電力交易所或排程協調者直接售電予用戶。

(2) 獨立系統操作者(ISO)

ISO 為獨立於所有電力事業及電力交易所之外的非營利性財團法人,

其除維持短期負載平衡及可靠度功能所需之電力外,不直接涉入電力買賣。其雖不擁有輸電系統,但控制並操作整個加州的輸電系統。ISO 須確保輸電系統的擁有者在提供他人使用輸電網路時不會有歧視性的偏好,以增進發電市場的公平競爭。ISO 的營運規則與管理費用的計算受聯邦能源管制委員會 (Federal Energy Regulatory Commission; FERC) 的監督管制。

(3) 電力交易所 (PX)

PX為一非營利的機構,其運作獨立於 ISO 之外,對各電業利益採中立原則。全體市民、IPP、其他州業者均可申請加入 PX。如同 ISO,有關電力交易的規定與管理費用的計算受 FERC 的監督。

電力交易所主要的任務包括:負責撮合短期期貨市場與現貨市場電力交易、決定當日市場及前一時市場的市場結清價格、讓用戶了解價格變化以利其作決策及調整其用電方式、為所有參與的客戶協調電力供需以提供供需平衡排程給 ISO、以最低成本採購適當的輔助服務、與 ISO、市場參與者、排程協調者共同執行清算工作、準備及寄發電費通知、管理電費結算管理基金等。PX 除將最後的電力交易排程送交至 ISO 外,還需代表其市場參與者提供包括解決輸電系統壅塞狀況所需的調整標單、參與輔助服務市場的投標資料、參與即時市場的補充電能標單等資料予 ISO。

(4) 排程協調者(SC)

為施行電力直購所設計之機構,受 FERC 所認可,為發電業者、零售業者及用戶的利益,與 ISO 折衝協調以排定代輸時間表。其主要任務為撮合電力交易、提出平衡的排程及結清資訊給 ISO、提供給發電業者與零售業者相關資訊。

(5) 公用事業配電公司(Utility Distribution Company; UDC)

無論用戶選擇那一家發電業者,公用事業配電公司都須負責配電服

務。自由化後,UDC釋放出二項業務開放競爭:開立電費單及電錶量測裝置,用戶可向發電公司或電力服務供應商要求提供這兩項服務。

(6) 零售業者

協助最終用戶直接購電者稱為零售業者(Retailer),又稱電力服務供應商(Electric Service Provider; ESP),包括系統整合者、代理商、市場行銷者。零售業者幫助電力用戶從發電業者購買非整套的電力服務,再依據用戶需求,以各種不同的電力服務組合方式出售給用戶,但規劃負載與發電的排程工作仍由排程協調者或 PX 負責,配電亦由公用事業配電公司來提供,故其扮演一個與排程協調者或發電業者協商的客戶聯合代表的角色。 3.交易方式

加州電力市場提供發電業及售電業二種交易方式,一種是選擇經電力交易所 (PX)的當日及前一時市場以競價方式成交,另一種則是選擇經由排程協調者 (SC)由買賣雙方以雙邊合約成交,故加州採自願性電力池之交易型態。以下簡單介紹當日市場、前一時市場的交易流程及財務結算:

(1) 當日市場

加州電力交易所所運作之當日市場包含以下幾個交易流程:

- a. 交易日的前兩天, ISO 需先將負載資料告知電力交易所, 使電力交易所或排程協調者能設計最低成本濟調度方案, 滿足用戶之需求。 此處的經濟調度乃針對非直購用戶之服務。
- b.交易日前一天的早上 6 點起,現貨市場之電力供應者將 24 小時之 競價標單送至電力交易所,以每一小時為單位,將欲售出之電量、 時段及所願接受之最低價格於標單上註明(採用「資產組合式標 單」,可不需依機組別填寫資料);同時,其他電力事業、零售客戶 聯合代表、經銷商及仲介商等,也向電力交易所提出電力需求量及

願付之最高價格。

- c.交易日前一天早上 10:00 前,電力交易所收到需求面以及供給面之競價標單後,開始確認標單的有效性,經確認證實後,利用標單資料,將發電端及負載端進行撮合配對與排定排程,以建立每一小時投標價格曲線。如果排程協調者送至 ISO 的標單經預擬排程結果並不會產生壅塞問題,則發電業者與輸電網路公司將可依排程進行供電。由於投標乃是根據交易日前兩天的預估狀況所作之決定,但實際的輸電系統負荷與電力供電情況常會隨著外在因素而變動,故電力交易所也必須隨時掌握影響電力供需之因素,以判斷是否會有超額發電或缺電的情形。若有上述情況發生,電力交易所將通知 ISO 調整電力調度排程。
- d.至交易日前一日早上 10 點時,電力交易所與排程協調者必須通知 ISO 初次暫訂排程及調整標單資料,並提供參與輔助服務市場之競標資料或自備輔助服務資料給 ISO,ISO 以公平無歧視方式加以整合調度。隨後,ISO 將根據輸電系統壅塞情形與輔助服務市場供需狀況進行第一次電力調度排程之擬定,倘若無發生壅塞情形,ISO 將視此最初暫訂排程為最後排程並公布之;若遭遇調度問題時(如輸電線路容量不足或壅塞),ISO 將提供所有的市場參與者建議的電力交易排程,使電力交易所及排程協調者仍有機會修訂其電力交易排程。建議的電力交易排程及 ISO 所計算的壅塞費用即為計算各地區電力交易價格與排程協調者提供最後電力交易安排給 ISO 的基礎。
- e.至交易日前一日中午 12 時,電力交易所及排程協調者將修訂後的 排程及只能調整供電量而不改變價格的調整標單資料交給 ISO, ISO 根據此資料進行第二次排程的擬定,若修訂後排程仍無法解決問題

時,ISO 將使用強制性的壅塞處理程序--ISO 將依所提供的調整標單資料強迫分配輸電線之容量,以價格最高者優先,並在處理時,將每一排程協調者(包含電力交易所)分開處理,以確保每一排程協調者電力交易安排之供需是一致的。為公平起見,所有使用同一條輸電線路的排程協調者,均需依相同的使用輸電線路費率計算輸電費用,且皆須以相同的壅塞費率計算壅塞成本。壅塞費用則決定於比較每一排程協調者於調整標單中所提供的遞增(升載)與遞減(降載)成本之差額,差額最小者即為此兩區之間的壅塞成本。若排程協調者所提供的調整標單資料仍不足以解決壅塞情形時,ISO 將會依事先設定的處理方式解決,並採設定值每仟度(MWh)約\$250作為壅塞費用。ISO 在收到壅塞費用後,將再轉交輸電公司,輸電公司則利用此經費作為擴充輸電線路計畫或降低輸電費率之用。

f.交易日前一日下午 13:00 時,ISO 公佈最後的電力調度排程及市場 結清價格。最後,電力交易所會將每小時或每半小時之市場結清價 格告知客戶,並告知其應繳的輸電及輔助服務費用。

由前述交易流程可發現整個當日市場作業程序如下:

- 參與者將 24 小時的供給與需求競標單送交 PX。
- 在當日市場中驗證競標單並搓合供給與需求競標單,決定當日市場 之市場結清價格。
- 如有過量發電之情形,必須進行過量發電的管理。
- PX 允許配套競標 (Portfolio Bids),因此參與者須送交個別機組之實際排程給 PX。
- 參與「調整競標」及「補充競標」。
- ISO基於當日市場的調整競標,排除區域間壅塞及決定區域市場結

清價格。

- ISO 要求參與者疏緩區域間壅塞,並送交修正排程予 PX。
- PX 送交最後機組排程予 ISO。

(2) 前一時市場

前一時市場亦為加州電力市場運作之一大特色,可用以輔助當日市場 之不足。加州電力交易所短期期貨市場之前一時市場包含以下幾個交易流 程:

- a. 在開始營運前兩小時,市場參與者必須將輔助性標單送至電力交易 所,由電力交易所進行標單的撮合與排程的排定。
- b. 市場營運前一小時,公布最後電力及輔助服務之排程與市場結清價格。此市場並沒有重複競標的過程,而直接由 ISO 分析壅塞情況並排除;ISO 並不提出建議的電力交易排程,而排程協調者也沒有修訂標單的機會。
- c. 營運前半小時取得補充電能標單。
- d. 營運前五分鐘內調度電力供需不平衡之處。
- e. 進行電力交易之營運。

不同於前一日市場,前一時市場並無重覆競標過程,因為前一時市場 之主要功能在於讓市場參與者有最後的機會最適化其發電排程,以及減少 負載的不平衡。此外,輔助性標單需依機組別填寫資料,故在前一日市場 中所見之未具備發電設備之供給標單將不被允許。

(3) 財務結算

當日市場及前一小時市場交易期間為7日。在交易期間後的第3天, 市場參與者會收到初步財務報表,且在交易後之第7日,參與者會收到最 後財務報表,若有爭議,在交易後的第 5 天接受各方查詢,在交易後的第 7 天,參與者會收到發票,在交易後之第 15 日,購電費用到期,參與者需付款給 PX,在交易後之第 17 日,售電收入入帳,PX 需付款給參與者需。 4.不平衡與輔助性服務市場

(1) 不平衡市場

PX 所經營的前一時電力市場協助解決不平衡電力供需,然而事實上不平衡現象乃是由 PX、SC 所共同造成,但前一時市場僅能解決 PX 內電力市場參與者之不平衡問題,故僅靠 PX 的前一時市場無法解決所有問題,因此不平衡問題仍需藉由 ISO 所運作之不平衡市場加以解決。

不平衡市場提供加州與西部部分州電力市場參與者不平衡電力服務。 ISO 根據每秒之電力需求調整電廠調度,以滿足用戶之電力需求。而參與 不平衡市場主要為 SC,由 SC 代替客戶向 ISO 購得額外之電能。ISO 基於 當日市場中的調整競標及補充電能標單,調度電力以維持系統負載平衡。

不平衡市場扮演最後市場結清之角色。當發電廠已納入電力調度排程 卻無法正常供電時,就必須向 ISO 的不平衡市場購電以維持電力平衡。亦 即當用電量與原計劃不符時,ISO 將依據市場交易價格與額外提供或減少 之及電量,分別向 SC 收取或退還費用。

抄表之錯誤、偷電等原因將產生不可計算的電能損失(Unaccounted for Energy; UFE)。上述造成不平衡之因素因很難藉由市場價格機能排除,故將 UFE 之費用依據該時段電量多寡由各 PX 與 SC 均攤。ISO 的不平衡市場每 10 分鐘決定價格乙次,依系統邊際價格定價。

(2)輔助性服務市場

輔助性服務市場為 ISO 確保電網可靠運作之工具。ISO 需訂定各種輔助服務標準,決定所需的輔助服務數量及位置、各區各種輔助服務需要量

等。SC可自我評估,以決定自己提供或向 ISO 取得所需之輔助服務。ISO 將此一電力市場分為前一日及前一時輔助服務市場。若自 ISO 購入輔助服務,輔助服務的費用包括 ISO 在前一日及前一時輔助服務市場中向 SC 購入備轉容量所需支付的容量費用及在即時市場購入補充能量時所需的能量電費。

輔助性服務項目有:

- * 調節:電廠已經啟動運轉並可隨時依據 ISO 指令增加或減少電能 以維持系統之平衡。
- * 熱機備轉:發電機組已經運轉並具有多餘之容量可在數分鐘內接 受調度。
- * 非熱機備轉:發電機組停止運轉,但可在短時間內啟動運轉加入 供電。
- * 替代備用容量:可在一小時內供電之發電機組。
- * 補充之無效電力:是指 ISO 在即時電力市場額外增加的短期電壓 支援。
- * 全黑啟動:是指系統全黑以後,發電機組不需外受電即可自行啟動併聯發電;和 ISO 訂長期合約之供需整合者必須確保其發電機組隨時可供調度。

其中,調節、熱機備轉、非熱機備轉、替代備用容量等四項係配合當 日及前一時市場依序辦理招標。

所有的輔助性服務需透過 ISO 調度。基本上,輔助性服務絕大多數皆是透過 ISO 向個別電廠簽約,再由 ISO 支付輔助性服務費用予可以參加調度之電廠。調度時間從數秒鐘到 1 小時不等,依據實際之需求而定。

在輔助服務市場中,想要參加輔助性服務市場的電廠必須向 ISO 投遞標單,標單上除註明時段及數量外,最重要的一部份為容量費用,ISO 將

依據容量費用的報價高低決定提供輔助性服務電廠之優先順序。如果願意 提供輔助性服務之電廠當日未納入排程,亦可轉向不平衡市場投標。

5.用戶選擇權

用戶選擇購電方式如下:

(1) 直購

負載大於 20kw 的用戶可選擇直接向非屬公用事業發電者、電力供應商或零售業者進行直接購電,但也可透過公用事業配電公司向綜合電業購電。負載小於 20kw 的小商業用戶及住宅用戶,必須結合其他電力用戶,或透過電力交易所進行虛擬直購。

直購之供電雖不受電力市場投標及經濟調度規定限制,但供電的調度權仍掌握於 ISO,必須經由 ISO 將直購電力交易加以整合並納入電力調度排程中。

(2) 整體電力服務

電力用戶可選擇不參加直購而選擇向當地的公用事業配電公司(UDC)所提供的電力整體服務,以避免因直購所帶來的交易成本。此方式係由公用事業配電公司透過電力交易所購買電力來轉賣給一般電力用戶。

(3) 虚擬直購

為解決突發性的電力供需失衡情況,提供發電業者增加即時供給之誘因,以滿足電力用戶之需求,由公用事業配電公司依據電力交易所公佈之即時電價向發電廠購電以滿足電力用戶需求。藉由即時電價,反映市場電力供需訊息,避免電業者作不必要的發電設備投資,而電力用戶可運用電力消費時段之轉移而降低其電費支出,達到供需雙方雙贏的局面。但事實上,具有即時電價計算功能的智慧型電表所費不貲,故多半僅有大型電力用戶可以享受到虛擬直購之好處。

由上述可知,加州電力市場允許用戶有自由選擇購電機會,用戶可以向公用 事業配電公司、電力仲介商、電力行銷商、電力經紀商購電,如果用戶不願變更 供電來源,仍可由原配電公司繼續供電。

(二) 電價決定

參與者將次日所有供給/需求的 24 小時競標單送交 PX,PX 首先驗證競標單並製作累積供給/需求曲線,其中供給競標單是由低價至高價排序,並將發電量累加為一上升的累積供給曲線,而需求競標單則由高價至低價排序,並將發電量累加為一下降的累積需求量曲線,需求及供給曲線的交叉點即為市場結清價格 (MCP; Market Clean Price)。

加州將電力批發市場分成當日市場、前一時市場、電力壅塞市場、即 時不平衡電力市場、輔助服務市場等四個市場,分開競價,因此電力批發 市場的價格由此四個市場組成,並分成二種情況計算,

第一種情況為沒有發生電力壅塞時:

電力批發市場的收入=當日市場結清價格*當日市場供應量+前一時市場結清價格*前一時市場供應量+即時不平衡電力市場價格*即時不平衡電力市場交易量+輔助服務市場價格*輔助服務市場交易量。

第二種情況為發生電力壅塞時:

電力批發市場的收入=當日區域壅塞市場價格*當日區域壅塞市場供應量+前一時區域壅塞市場價格*前一時區域壅塞市場供應量+即時不平衡電力市場價格*即時不平衡電力市場交易量+輔助服務市場價格*輔助服務市場交易量。

二、PJM

(一)電力市場改革背景與現況

PJM 電力網路系統位於美國東北部,涵蓋範圍包括賓州

(Pennsylvania)、紐澤西州 (New Jersey)、馬里蘭州 (Maryland)、德拉瓦州 (Delaware)、維吉尼亞州 (Virginia)、哥倫比亞特區 (the District of Columbia)等,為北美規模最大的電力池,於1927年正式開始運作。PJM 的改革係在原有的基礎上引進競爭機制,即依 FERC 888 的要求將輸電線路定義為共用網路 (Common Carrier),輸電線路的資產則歸原電力公司所有,並成立 PJM ISO 負責整個輸電系統的操作及電力交易所的運作。改革後的電能交易方式有直購或經由電力交易所進行買賣,所有的電力交易皆需經由 PJM ISO 電力調度完成輸送。由於 PJM 屬於跨州經營模式,故 PJM 之運作同時受到 6 個州之州政府與美國聯邦能源管理委員會 (Federal Energy Regulatory Commission; FERC) 之共同監督。

從1927年創立至今,PJM掌控了美國約8%的電力交易市場(約56,000mw)。1997年4月1日PJM公開輸電費率協議(PJM Open Access Transmission Tariff)實施後,PJM成為美國第一個以競標為基礎的區域性電力市場;此外PJM僅次於法國與日本,為全世界第三大的中央調度電力控制系統。

(二)電力市場架構

1. 市場組成

PJM 的電力交易以雙邊契約交易為主。1998 年交易量中,只有 37% 是經由容量信用市場交易而來。在 PJM,電力供應來源主要分為三部分,分別是經由容量信用市場、雙邊交易、自我調度 (self-schedule)。故 PJM電力市場可分為容量信用市場及雙邊交易市場,其中容量信用市場可分為前一日容量信用市場 (Day-Ahead Capacity Credit Market)與每月容量信用市場 (Monthly Capacity Credit Market)。

容量信用市場是一個以競標為主的市場,網路客戶(Network Customer)不需擬定排程,但非網路客戶則需擬定排程。容量信用市場由PJM ISO 管理(根據 1998 年 10 月 15 日公布的 PJM Operating Agreement),此外志願性的每月容量信用市場於 1998 年 10 月 15 日首先開始運作,而後 1998 年 12 月 31 日前一日容量信用市場亦開始運作(依據 1998 年 11 月 9 日之 FERC)。PJM 在前一日容量信用市場中實行強制競標(Mandatory Bidding)及規定容量義務(Capacity Obligations)制度,主要係為減少大型發電業者藉機操縱電價之可能性。如果市場參與者有多餘的容量,且未提供標單賣掉多餘的容量,PJM 將會以\$0/MW-day 之價格投遞標單,強制業者賣出多餘之容量;如果市場參與者欠缺容量而不競標,將強制以 \$160/MW-day 購得其不足之電量。此制度已於 1999 年 5 月 31 日結束。

除前一日市場外,PJM 亦設計一個志願性的每月容量信用市場,使買方有購買容量信用以彌補所不足之容量,賣方有賣掉多餘的容量的機會。與前一日市場所不同的是,每月容量信用市場為一自願性電力交易市場,買賣的區間可以涵蓋一個月或數月,但交易時間須依據 PJM 的表定時間,此資料公布於「2000 Monthly Capacity Credit Market Schedule」網站中¹。

PJM於1999年1月份28日起實施週末或假日前事先投標制度 (Weekend/Holiday Advance Bidding),亦即必須在營業日投遞週末或假日之標單。在星期五,PJM將會預估星期六、星期日與星期一的預估容量,並接受這三天任何一天之標單,此外如果遇到國定假日,市場參與者也必須提前投遞標單,例如星期三為國定假日,則在星期二就必須投遞星期三與星期四的標單。此外,為避免電力價格波動太大,FERC於1997年11月訂定價格上限(目前\$1000/MWh),其目的在於吸引更多參與者進入此一市

¹網址:http://www.pjm.com/inscap/operations/2000_schedule.html

場,並確保競爭機制的順利運行。

2. PJM 之運作管理單位

PJM 扮演的角色有:(1)維持電力系統的安全性、適當性、可靠度;(2)運作一個健全的、具競爭性、不具歧視性的電力市場;(3)確保沒有單一會員或團體對於電網具有絕對之影響力與操縱力;(4)經由有效的運作與管理維持政府及市場參與者之信心;(5)關心消費者需求,在不損及安全性之下,以最小成本原則進行電力調度;(6)在整合、效率、技術創新下提供服務;(7)在創新、具創造力、成本極小原則下滿足消費者需求及可靠度要求。

截至 2000 年 11 月 16 日為止,PJM 共計有 198 位會員,其中 191 位為公司團體代表,另外7位則由聯邦政府與賓州、紐澤西州、馬里蘭州、德拉瓦州、維吉尼亞州以及哥倫比亞特區等政府派代表參加,政府代表主要在監督 PJM 運作情況,可以在會員大會中發言但並不具有投票權。

值得一提的是,並非所有的市場參與者皆需加入PJM會員組織,如果電力市場參與者不想加入PJM,可以選擇點對點的輸電服務或經由個別PJM會員之雙邊交易來獲取所需的電力。

3. 電力交易機構

PJM 聯通電網 (PJM Interconnection) 為美國的電力市場中,第一個運作之獨立系統操作者,其係依據 1997 年聯邦能源委員會 61257 號命令設立,於 1998 年 1 月 1 日正式運作,負責管理 PJM 公開輸電網路費率之訂定與 PJM 能源市場之運作。

PJM ISO 的責任除了確保電力輸送的穩定與安全外,並負責安排雙邊 合約之交易排程、提供輔助服務與備用電力、會計作業(結算)等業務, 主要職責在於促進具有競爭性的批發電力市場、確保輸電系統的安全與可 靠性。

為維持一個可靠穩定之電力系統,PJM 隨時監控超過 8000 英哩之高壓輸電網路。此外,PJM 公開網路即時資訊系統(Open Access Same-Time Information System; OASIS)用以提供輸電服務所需之相關資訊。由於 PJM 輸電網之操作與其他輸電網路控制區域具有緊密之關係,透過 OASIS,相關資訊得以迅速提供給輸電網路公司(Transmission Grid),以提高輸電網路之安全性。

4. 交易方式

PJM ISO 在執行電力交易所的電能交易時,係經濟面與技術面同時考量,其原理在於在確保輸電系統安全及儘可能減少限電的條件下,追求最低成本的電力交易。因此,PJM ISO 在決定電力交易所的交易價格及得標者時,除考慮參與電力交易所買賣雙方的投標資料外,所有的直購電力交易安排也一併考慮;在電力交易所的電能交易僅有發電端在競價,而負載端則可設定願接受之可停電力的電量及電價。以下分別介紹各市場之交易流程:

(1) 前一日容量信用市場 (Day-Ahead Capacity Credit Market):

在PJM的前一日容量信用市場中,會員早上8:00 至12:00 可投遞次日標單。在12:00~14:00 之間,PJM的工作人員根據系統狀況(包含預期消費者需求根據天氣狀況及預期的電力使用型態、輸電網路及發電機組狀況等)去評估次日每小時之標單是否會產生壅塞情況。

在下午14:00 至16:00,PJM 決定最終的排程結果,並將此一訊息告知會員。從晚上到次日淩晨,PJM 視實際系統情況適時調整標單以維持系統的穩定,並隨時提供前一小時的資訊給市場參與者。即時電力交易於交易日前一日16:00 開始接受標單,參與即時電力交易的市場參與者,必須

於交易日前一天 18:00 前將所有競標資料送給 PJM ISO。在前一日容量市場,LMP 的計算及結算均以「小時」為單位,在即時電力市場則為每 5 分鐘計算每一連接點的 LMP,但經加權後以「小時」為結算單位。

(2) 每月容量信用市場 (monthly capacity credit market):

依「容量信用市場運作法則」之內容:

- a. 只有向 eCapacity 註冊過的會員才能投遞標單。
- b. 只有在早上 07:00 至 10:00 所投遞的標單才會被接受。
- c. 所有標單一旦投出 (once submitted), 在早上 10:00 後就不能再 修改。
- d. 市場參與者投標過程如果遇到困難必須在上午10:00 前向 PJM 反映。
- e. 買賣雙方有義務接受邊際標單(成交數量小於實際投標數量之標單)。
- f. 最小投標單位為 0.1MW。
- g. 如果賣方每月市場中超賣而導致容量短缺必須自行負責。
- h. 每日市場的處理 (conduct), 乃根據市場參與者每日在早上 10:05 所擁有的情況 (position) 而定。如果發電量高於需求量, PJM 將只接受買方標單 (buy bids) 使供需一致。如果發電量低於需求量, PJM 將只接受賣方標單 (sell offers) 以減少超額需求。標單按申報時間排列。
- i. 每月容量信用市場的參與者必需在同一個市場區域內投遞標單。
- j. 下午 12:00 進行市場結清及公布結果,可由電子成交軟體 (eCapacity Application)中的容量信用市場結清結果(Capacity Credit Market Clearing Results)之網頁得知²。

5. 用戶選擇權

² 網址:http://www.pjm.com/inscap/results/mdrs.html

在用戶選擇權方面,由於 PJM 市場包圍範圍甚廣,且各州的作法也不 盡相同,以下僅以表列方式作一簡單介紹:

表 3-3 PJM 用戶選擇權之介紹

⇔ 111	1 11 1000 左 1 日 1 日 日 1 1 十 1 1 1 1 日 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1
賓州	1. 從1999年1月1日開始,有三分之二的用戶可享
	有用戶選擇權,並有 475000 個用戶已經提出書面資
	料要求更換供電業者
	2. 從2000年1月開始,開放所有用戶的購電選擇權
紐澤西州	1. 依據 1999 年 2 月通過的法規,開放所有用戶的用
	戶選擇權於 1999 年 8 月 1 日;
	2. 在經過一年的施行後,約有73133個一般用戶與
	410886 個工商用戶使用供電選擇權,約佔總負載的
	13. 5%
馬里蘭州	1. 依據 1999 年 4 月發佈的改革法規,用戶選擇權開
	放分成3年3階段進行,每階段各開放三分之一的
	用户;
	2. 第一階段為 2000 年 7 月; 第二階段為 2001 年 7
	月;第三階段為2002年7月。
德拉瓦州	1. 德拉瓦州公用事業委員會於1999年9月發佈
	final order 決定用戶選擇權的開放時程;
	2. 用戶選擇權開放分成大用戶、中型用戶、小用戶
	等,其中大用戶開始於1999年10月1日;中型用
	户為 2000 年 1 月 15 日:一般家庭用户為 2000 年
	10月1日。
維吉尼亞州	依據 1999 年通過的 SB1269 法案,用戶選擇權開始於
	2002年1月1日,以階段性開放進行,預計在2004
	年達到全面開放的目標。
哥倫比亞特區	於 2001 年 1 月開放大用戶之用戶選擇權

從上面的資料整理中可以發現,美國在用戶選擇權的開放上,不僅各州的時程不相同,甚至在作法上也各有特色,顯示出各州在電業改革上 用有相當大的主導權力,也具有相當大的彈性空間。

(三) 電價決定方式

在電價訂定方面,1998年1月1日PJM ISO正式運作後,於1998年4

月1日實施區域邊際價格(Locational marginal pricing; LMP)與固定輸電權(Fixed Transmission rights; FTR)制度,用以解決壅塞問題並合理分配輸電之壅塞成本。LMP係按每一連接點(變電所)分別決定交易價格,每一聯接點的邊際交易價格,即為連接點的電力交易價格,故又稱為連接點交易價格。所有的發電端均依其連接點的 LMP 進行結算;同樣的,負載端亦按其接收點的 LMP 進行結算。

PJM 的 LMP 模型包含超過 2000 個計價節點,並且每五分鐘計算一次以反映區域輸電壅塞成本。LMP 計算公式為連接點交易價格(LMP)=邊際機組的發電成本+輸電線路壅塞成本+輸電線路邊際損失成本,因此 LMP 係由發電的邊際成本、輸電壅塞成本、邊際損耗成本所共同決定。換言之,在某一區域供電的邊際成本決定於操作發電機組的邊際成本、總需求負載、輸電的供電成本。如果輸電系統沒有發生壅塞的情況,輸電線路壅塞成本為零,故每一連接點的交易價格(LMP)均相同;反之,如果有輸電系統發生壅塞的情況時,每一連接點的 LMP 將因考慮壅塞成本後而有所不同,因為即使整個輸電系統僅有一條線路發生壅塞情形,但由於每一連接點的壅塞成本是和流經該連接點上的電力潮流、邊際機組的發電成本(解決壅塞問題時,最後遞增及遞減發電機組出力之競標價格)有關,故每一點的 LMP 均不相同。直購電力交易則需依其接收端及提出端的 LMP 計算壅塞費用,計算公式如下:

壅塞費用=電力交易量*(提出端的 LMP-接收端的 LMP) 壅塞費用有以下二種型式:

- (1) 點對點壅塞費用:按接收端及提出端的 LMP 之差計算。
- (2) 網路壅塞費用:供給端與需求端的LMP之差計算。其中供給端 包括:容量大小、雙邊契約、其他自有或可控制資源等。

PJM 對於電力機組之調度採經濟調度原則,亦即發電機組的高度從報價低的機組優先調度,並以最後一部進入排程之機組報價作為市場結清價格。

影響輸電容量之因素主要可分為溫度、電壓及穩定性。當上述影響輸電之因素發生時,PJM 可要求報價較高的發電機組加入電力調度行列,以解決電力需求不足之問題。由於輸電系統各區域的溫度與電壓負載能力之不同,因此不同區域之 LMP 不盡相同。PJM 的定價模式 (LMP) 為一個實體的,以電流為主的訂價系統,強調的是電流實際流經的路徑,而非契約上所規定想像的路徑。

決定 LMP 的步驟如下:

步驟1:了解目前系統狀況,包括電力需求、發電量等。

步驟 2: 由發電業者的投標及系統經濟調度率決定何種發電業者入圍。

步驟 3: 蒐集現行系統上的限制條件資料。

步驟 4: 執行 LPA (Locational Price Algorithm) 模型。

(四)固定輸電權(FTR)

固定輸電權(Fixed Transmission rights; FTR)是指購買擁有某一特定輸電線路在某一期間的所有權,為一種財務契約,使得持有 FTR 的業者得以獲取無法經濟調度(通常為壅塞)所產生的利益或損失,其目的在避免輸電用戶(Firm transmission customer)因為輸電壅塞造成的壅塞成本。當提出端 LMP 大於接收端 LMP 時,持有 FTR 的業者將有(提出端 LMP-接收端 LMP) *FTR 量(MW)之金額;當提出端 LMP 小於接收端 LMP 時,FTR 的持有者要付(接收端 LMP-提出端 LMP) *FTR 量(MW)之金額。FTR 的主要精神在於允許電力交易者在特定路段購買路權以避免壅塞成本,此舉有助於遠期電力交易之運作,因為消費者可藉由 FTR 的購買,消弭因壅塞所

造成不同區域 LMP 的價格差異,減少電力需求端購電之價格風險。

目前取得 FTR 的來源共計有四種,分別是透過容量信用市場、簽訂固定點對點合約 (firm point to point)、雙邊交易之次級市場、與 FTR 之集中拍賣市場 (FTR auction market)。

最近 PJM 固定輸電權的拍賣(auction)係於 2000 年 11 月 9 日凌晨 0:00 正式開始運作,於 2000 年 11 月 15 晚上 24:00 結束,拍賣標的則為 2000 年 12 月份的 FTR,結果於 2000 年 11 月 17 晚上 17:00 公布。FTR 之拍賣使得市場參與者得以更有效率獲取所需的固定輸電權。

FTR拍賣競價的目的在於提供市場參與者更健全與具流動性的市場,它允許市場參與者投遞標單買賣剩餘的資格 (entitlement)。為使交易更具效率,此市場提供自動再確認功能。在PJM FTR拍賣市場係透過固定輸電權電子交易系 (e FTR) 進行 FTR拍賣與競標行為。市場參與者可透過 e FTR去準備及投遞 FTR拍賣的配額 (quote)、參加 FTR 次級市場、查閱公開與私人的拍賣結果。亦即透過 e FTR,可以檢視公開資訊,例如拍賣的結清價格、現存的 FTR 數量、每月交易結果、管理拍賣的資產組合、數量與價格等。

FTR拍賣市場分為尖峰與離峰兩階段進行。尖峰時段的拍賣在每週一至週五 08:00 至 23:00 間進行,離峰時段的拍賣在每週一至週五 24:00-隔日 07:00 以及假日的 01:00-24:00 間進行。FTR拍賣市場屬於單一回合的拍賣型態,期限以一個月為主。

FTR 開始拍賣之 15 日前,市場參與者必須投遞 FTR 買賣標單。拍賣前十日,拍賣標單停止投遞,PJM 開始執行 FTR 買賣撮合與價格數量結清工作並將結果作分析,在結束投標日兩日內公佈成交結果。在投標日前尚未取得 FTR 之市場參與者,不能投遞賣方標單出 FTR (不能放空)。任何投遞

標單必須在十日前向PJM做再確認的動作,否則視為無效標單。對於已售出的FTR,原先的FTR保留數量將扣除(count against)原先在網路(network)與點對點輸電服務(point to point transmission service)之分配數量。拍賣所得與非拍賣的FTR具有相同輸電服務之優先性。拍賣結果具有財務履行之義務,而拍賣的利潤將分配給輸電網路擁有者(Regional Transmission Organization; RTO)。

FTR 可定義於任兩節點間,但現有 PJM 擁有超過 2000 個節點,因此會有非常多的 FTR 組合。節點組合 (portfolio) 模擬系統可解決 FTR 所衍生 龐大資料計算問題。節點組合模擬系統使市場參與者可以預先瀏覽可能的拍賣結果,並將有興趣之路徑輸入資料作模擬分析,做為是否進行 FTR 買賣之參考資訊。

一個有效的喊價標單必須包含下列資訊:決定投標的月份,接受端與 提出端、註明離峰或尖峰、電量與價格、買標或賣標,因此決定節點組合 時必須考慮下列資訊:有興趣的輸電路徑、擁有 FTR 權利的輸電路徑、適 合的交易型態等。理論上,節點組合的數目與規劃是沒有限制的,每一條 輸電路徑可以被規劃不同的節點組合,並運用 portfolio manager 網頁去 規劃自己所需的節點組合。但實際上受限於電網限制仍需透過 ISO 進行最 終之折衝。

三、加州與 PJM 的比較

(一)PJM 與加州介紹

PJM 以強制電力池方式運作了好幾年,但於1998年1月重組一個獨立 系統(PJM 聯通電網;PJM Interconnection)來運作。1998年4月下旬, 實施區域邊際價格(LMP),以進行壅塞管理。

重組後的加州市場於1998年4月開始運作,包括兩個新的機構,一個為

獨立系統操作者(ISO),它控制並操作整個加州輸電系統;另一個為電力交易所(PX),其操作和管理獨立於ISO。

(二)不同點

1. 訂價方式

1998年4月PJM實施了以市場為基礎的競價體系(即LMP),而且其每一處的電價係根據區域邊際價格(LMP)訂價。最初,電力池中的發電廠面臨競標價格限制(因出於對市場力量的顧慮而設的);然而這些限制已在1999年4月取消。PJM擁有2000個以上節點,在沒有出現壅塞時,收取統一的傳輸費,此時LMP等於最高的單位發電成本之投標報價,而出現壅塞時,將有不同的LMP,而不同的LMP係由電力池計算出的,用於決定傳送費用。這些每個節點的價格將發佈於PJM網站,每隔五分鐘網站將即時更新市場價格。

加州則劃分了 24 個區域,實際上,這裡包括兩個不活躍交易區 (HUMBOLT 與三番市)及兩個活躍區交易區(南加州與北加州),餘下的 20 個區便成為與西部系統協調委員會(WSCC)其餘電網相連的互聯點。

2. 市場管理組織

PJM沒有從電網營運中分離出來,獨立市場運作。加州選擇分離電網管理與市場操作(ISO與PX分開),並建立了加州獨立系統作業者(CAISO)及加州電力交易所(CALPX)。CAISO平衡電網,決定"即時"價格且透過其輔助服務市場保證其可靠性;CALPX操控一系列市場:現貨市場、短期期貨市場。

(三)相同點

加州與 PJM, 二者都尋求整合一系列的公用事業的傳送系統及創造一個有形形色色的買家與賣家之廣闊且有競爭力的市場;均依賴於一個中央

集權式總合市場投標,俾便在出現壅塞時決定各區各點的價差。

(四)分析

PJM採用將輸配電網管理與現貨市場的操作相融合的機制,已逐漸贏得最有效能市場結構的美譽。例如,去年威廉霍格在評論最後形成之「規範 2000」(Order 2000)中,FERC的初始 RTO 建議案時,表示了他對 PJM的合併模式的贊同,並說到: "FERC 的建議囊括所有圍繞協調現貨市場的系統操作者而設計的有效市場的元素,這也是我們所知的唯一個內部統一且實際有效的設計。"

同時,加州的系統卻受到指責: "加州的傳輸定價給 ISO 解決電力壅塞帶來不必要的麻煩,也使得用戶價格提高"。首席官員威廉馬涉多次在 CAISO 一月份的對電力壅塞定價的建議書中提出評論。他強調 FERC 的安排是"給加州 ISO 朝向 LMP 訂價發出的一個強有力的信號,即出於對替代電力壅塞管理的整體性方式的考慮"。

然而,這些評論大量基於對電力壅塞管理的工程理論與問題的考慮。 其著重解決電力壅塞的做法是正確的,卻不完整。它忽視了為籌劃電能與 遠期權益提供有力及透明的市場這一更重要的需求。

多數發電機都需要一事前資訊以決定是供電亦或是停機更經濟划算, 遠期價格正好是決定這一行為的訊號,因此透明的遠期市場對發電與負載 計劃,以及做投資決策皆至關重要。從經濟學的觀點來看,PJM系統總是 事後解決問題。

PJM系統一直依賴於雙邊貿易與價差契約決定 LMP。與期貨合約不同的是,CFD是非標準化的,如此會增加交易成本,此外因為 CFD 不在交易所交易,其定價及交易條件就不太透明。加州的市場結構在遠期市場方面比 PJM 穩健。在電力市場上,因其交易與資訊成本高,必定會發生本質上

的抵換效應。應該將價格不完善的訊號給予買方與賣方,使其有充份的時間進行調整呢;還是應該將價格資訊擱置,直到得到完善的傳輸成本的認知,而那時很可能來不及對其做出反應呢?此一進退兩難得困境可得以解決,只要了解,至少這一情形需要獨立的市場及結算系統運作遠期交易與現時市場。

表 1-2: 加州電業大事紀

時間	事件
1993	加州公用事業委員會(CPUC)提出報告,考慮以市場機制來降低加州偏高之電價
1994. 4	CPUC 公布"藍皮書"(Blue Book),引進自由化概念,使得民營公用事業(IOU)之股價大跌
1995. 12	CPUC 發布決議,推動新電力市場結構,引進 ISO 及 PX
1996	頒布 AB1890,以規範電力產業重組,規定零售電價在 2001.12.31 前維持於降低 10%之水準,且公用事業需出售 50%之電廠,並強制於 PX 買賣電力。
1998. 3	電力市場開始運作,同時全面開放用戶購電選擇權
2000. 5	夢售電價巨幅上升
2000. 8	CPUC 准許民營公用事業進行場外交易
2000. 12	電力躉售價格於十二月中旬激漲至去年同期的大約四十倍
2001.1	電力交易所因電力危機關閉
	加州州長戴維斯並宣佈加州進入緊急狀態
	州議會同意暫時解凍零售電價
	加州州長通過立法,要求水資源部,以長期的契約直接購買電力,並以低於批發市場的優惠價格,銷售給三大綜合電力公司
2001. 3	ISO 宣布實施加州全境分區輪流停電措施
	加州公用事業委員會宣布核准調高消費電價達 46%
2001. 4	太平洋瓦斯與電力公司聲請破產
2001.6	加州實施以短期邊際成本管制競價的方式報價,由 CERS 機構管理
2001. 8	加州政府計畫收購 PG&E和 SCE 的輸電網路

表 1-3 PJM 電業大事紀

時間	事件
-4 151	```
1927	由三家公用事業組成全球第一個電力池
1981	會員增至八家民營公用事業(IOU)
1993	PJM IA 成為一獨立事業
1996	FERC 發佈 Order 888&889 (為 ISO 参考準則)
1997	PJM 成為聯通電網有限公司,成為 PJMISO
	第一個能源競標市場
	實行費率條款(tariff)
	會員增加
1998	PJMISO 開始運作
	以區域邊際成本作為電價模型
	成立容量市場
1999	賓州全面開放零售電業
	開放 FTR 競標
	實施發電互聯程序(generation interconnection process)
2000	實施雙重結算系統(two-settlement system)
	成立調節市場
	分散型發電先導計劃(Distributed Generation Pilot)
	簽訂 Allegheny Power and Duquesne Agreement
2001	PJM與PJM West 預定組成 RTO

澳洲

或許是因為文化與制度上的共通性,澳洲電力交易制度的設計與英國有許多相同的地方,例如兩者都是採取強制性電力池模式。但也由於澳洲領土幅員較廣,各省間的自主性較強,因此在電力改革的時程上,並無法做到全國統一,反而類似美國模式,各省改革時程都是由各省主導。即使如此,為了完成一個整體性的國家電力市場目標,澳洲近年來積極推動國家躉售電力市場的發展,並建立一套完整的交易模式。以下本文將從整個市場的交易模式、躉售市場及零售市場等幾個方向,對澳洲國家電力市場作進一步的探討。

一、電力市場架構

(一) 市場組成

基本上,整個澳洲電力市場可以分為「躉售市場」以及「零售市場」 兩大部分。其中,「躉售市場」又可依據電力交易目的為實體電力交易或風 險規避工具,而分為「現貨電力市場」以及「財務契約交易」二市場(參 見圖1-6)。

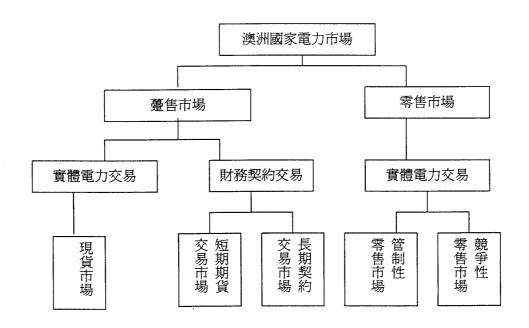


圖 1-6 澳洲電力市場架構

(二)交易機構

如前所言,澳洲電力市場之交易主要是由澳洲國家電力市場管理公司 (NEMMCO)負責運作,其主要功能為統合各地區之區域間電力交易市場與整合全澳洲輸電網路系統。澳洲國家電力市場管理公司將輸電業務,包含調度、經營、籌建等業務等統一由輸電公司 (Trans grid)經營管理。由於維多利亞省的自由化進程相較於其他各地區而言較為快速,故初期將有關於跨地區的電力交易業務,交由維多利亞電力交易所統籌管理,但自1998年12月13日國家電力市場管理公司正式開始運作後,維多利亞電力池即停止運作,並將業務移給新成立的國家電力市場管理公司負責運作。

(三)市場參與者

澳洲電力市場可分為躉售市場與零售市場。在躉售市場中,電力交易買賣雙方經由電力市場以躉售價格大量買賣電力,而零售市場中之電力交

易則由電力零售商與電力用戶雙方自行議定價格、數量進行交易。其中,電力零售商可分為兼營配電業之電力零售商(Distribution Linked Retailer)、有發電業支持之電力零售商(Generator Backed Retailer)、單屬服務性質之電力交易商(Trader),因此,澳洲電力市場的參與者有發電業者、零售商、電力交易商、配電業者、輸電業者等。

(四)交易方式

基本上,澳洲電力池屬於強制性電力池的中央調度,並以經濟調度為原則,所有的發電業者皆需透過電力池進行電力統籌調度,但發電量在30MW以下之小型發電廠則可自行決定否參與電力池。要參與電力池交易,需登記成為NEMMCO的會員,而NEMMCO的會員主要來分成三大部分,包括:1.市場用戶(Market Customers),即售電業者與一般電力用戶(可競爭用戶);2.網路服務提供者(Network Service Provides),即輸配電網路公司;3.發電業者。NEMMCO僅負責電力市場交易,而電力傳輸則交由Transgrid統籌管理。Trans grid 負責將電力傳送至配電公司之地區電力網上,再由配電公司將電力傳送至一般電力用戶家中。

在國家電力市場中,發電業者每天需發電提報自行排定的發電機組調度排程,稱之為自我調度(self-dispatch),其中需包含價格與自我調度排程外,可能增減的發電容量。事實上,發電業者所提供的資料即在於告知 NEMMCO 有多少電力預備在市場上標售,以及超過自我調度排程的發電容量價格。一般發電業者的標單可以圖 3-5 表示。

Typical Generator offer

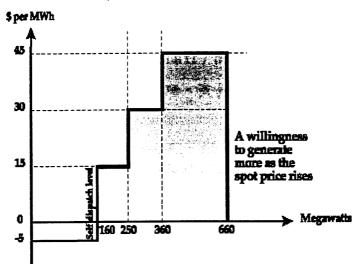


圖 1-7 一般發電業者標單

資料來源:NEMMCO

相對於市場供給而言,市場用戶(Market Customers)也必須將其排定的負載資料提交 NEMMCO,其內容包括所需的用電量與價格。市場用戶提供的這些資料即在於告知 NEMMCO,在不同的價格下,每天所需的用電數量。

透過中央調度程序,NEMMCO 使用發電業者與市場用戶所提供的標單, 決定各時段所需的發電量,並針對各發電機組進行排程,通常排程次序是 由各機組提報的成本決定。另外,有時發電機組的排程也會受到互聯輸電 網路的容量限制,例如在維多利亞省與南澳地區間的輸電容量為 500MW, 當輸電量到達這個標準時,即使在維多利亞地區的發電機組成本較低, NEMMCO 在調度時仍然要由南澳地區的發電標單中選取價格最低的機組。

1. 現貨市場

澳洲躉售電力市場運作主要以現貨市場為主,並搭配財務契約市場以規避電力交易所產生之風險。所謂現貨市場是指市場上的發電者與市場用戶各依其發電

量與用電量,收取或支付費用的市場,其費用標準則是以現貨市場上的現貨價格為基礎。

就現貨市場而言,澳洲電力市場仿照英國現貨市場運作方式,將每日的電力交易區分為 48 個電力調度區間,亦即以每半小時為一電力交易時段,將發電機組的報價由低至高排序,而後結合電力需求面的供需資料,進行系統邊際價格的計算及擬定計畫發電排程。基本上,現貨價格的決定可分為兩步驟:1. 在每半小時中,以 5 分鐘為一個區間,在調整網路的線損後,以進入電力交易排程的最後一部發電機組價格,作為邊際成本;2. 將每半小時中的 6 個調度價格進行加權平均,並以此做為此一時段的現貨市場價格。另外在計算現貨市場價格時必須注意到線路損失的問題,以澳洲而言,一般線路損失約在 10% ,有時在電力需求高時,線路損失甚至會高於 20% 。

在國家電力法規中,為了避免現貨市場價格飆漲,對於現貨價格設有一個上限。在 NEMMCO 為了平衡電力的供需而實施卸載控制時(load shedding),現貨價格就會成為國家電力法規中定義的失載價格(Value of Lost Load, VOLL),目前最高的現貨價格(VOLL)每 MW 為 5000 美元。

由於澳洲採強制型電力池交易制度,因此買賣雙方均需於當日電力交易時段前 24 小時提出競價資料。澳洲電力市場交易流程包含以下幾個階段:

- (1)每日上午11:00前,各發電機組以半小時為一交易時段,向國家電力市場管理公司(NEMMCO)提報未來2至7天每一交易時段之最大可調度電量,以供系統操作者根據市場需求預測進行電力調度排程。
- (2)每日上午11:00後,發電業者須針對隔日4:00後24小時電力交易之價格及可調度容量進行十個波段的報價。各發電機組在提出競價資料

後即不可再修改,故發電業者沒有進行策略性報價的誘因,但是在正式交易之前一小時可以提報放棄原訂發電計畫,如此可防止發電業者間進行策略性報價以謀取更大的利益。

(3)每半小時 NEMMCO 會根據電力需求預測以及發電機組所提報的電力機 組資料排定計畫性調度排程,其內容包括排定發電機組調度排程以及 對系統邊際價格的預測,以作為發電機組接受調度運轉的電量以及系 統邊際價格預測之基準。並由輸電公司將此計畫排程及系統邊際價格 預測結果公布給所有的市場參與者。

2. 財務契約市場

現貨價格的決定會受到市場上的實際供需狀況影響,其價格波動的幅度通常會很大,並增加市場參與者在經營上的不確定性。而為了規避價格波動的風險,不論是發電業者或是市場用戶都希望透過簽定長期或短期合約的方式避險。基本上,NEMMCO對於市場參與者自行簽訂的避險合約並不會干涉,而這些合約也是屬於財務性質的契約,並不涉及電力的實體交易。

一般而言,財務契約的形式與英國相同,可簡單分為兩類,包括單向避險合約 (one way hedge contract) 與雙向避險合約 (two way hedge contract),其內容在前文中已有詳細敘述,在此不再贅言。依據一般競爭法令的規定,只要是經過雙方當事人間的協議,對於合約的形式並沒有強制性的規定。

(五)輔助性服務

依據國家電力法規的規定,NEMMCO必須確保國家電力市場在運作上的安全性與可靠性,而為了完成這個任務,NEMMCO就必須藉由各項輔助服務來控制整個電力系統的頻率與電壓。在國家電力法規中並授權 NEMMCO 透過輔助服務協議 (Ancillary Service Agreement),向服務提供者 (service providers) 購買所需的各項輔助服務。基本上,藉由輔助服務邀請協議

(Ancillary Service Invitation to Tender, ITT), NEMMCO 會依據各個服務提供者所提的最低價格,簽訂輔助服務契約(Ancillary Service Contracts)。

基本上,為了維護國家電力系統之電壓與頻率的穩定以及隨時控制網路的負載情況,NEMMCO所需的輔助服務項目包括下列七項:

- 1. 自動發電控制 (Automatic Generation Control)
- 2. 調速控制 (Governor Control)
- 3. 卸載控制 (Load Shedding)
- 4. 緊急昇載 (Rapid Generator Unit Loading)
- 5. 反應電力 (Reactive Power)
- 6. 緊急降載 (Rapid Generator Unit Unloading)
- 7. 系統全黑啟動 (System Restart)

在有關輔助服務的計價內容上,主要包括 4 個項目:

- 1. 可利用性費用 (Availability Payments): 在每半小時內,因已 簽約發電單位在提供服務的可利用性而支付的費用。
- 2. 可支配性費用 (Enabling Payments): 在每半小時內,因已簽約 發電單位透過自動或手動的方式,在提供服務的可支配性而支付 的費用。
- 3. 使用費(Usage Payments): 在每項服務確實使用時所需支付的費用。
- 4. 補償性費用 (Compensation Payments): 在每半小時內,因已簽 約發電單位為了提供服務而無法在能源市場上標售的補償費用。 有關各項輔助服務的計價內容,可參考圖 1-8。

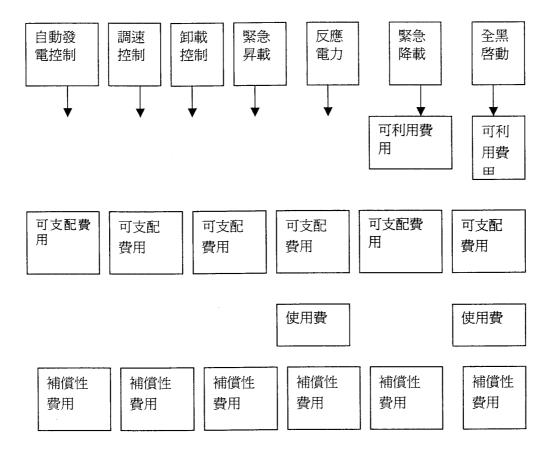


圖 1-8 輔助服務計價內容

與在能源市場相同,NEMMCO所扮演的都僅是一個結清單位的角色,亦即在整個輔助服務市場中,NEMMCO並不會有任何的收益。NEMMCO所支付的輔助服務費用可依據每半小時中,電力用戶之消費量多寡比例向用戶申請。而依據過去幾年的經驗來看,通常因頻率控制所佔的支出佔整體輔助服務的比例最高。

(六) 用戶選擇權

在澳洲,用戶依其是否享有供電選擇權為區分標準,享有供電選擇權的用戶稱為可競爭用戶(contestable customer),其可自由選擇直接從躉售電力市場中購電或選擇由售電業者供電,其價格不受管制;而沒有用電

選擇權的客戶則稱為特許權用戶,其價格受到政府管制。有關各地區用戶選擇權開放的時程,如表 1-4 所示。

表 1-4 澳洲用户選擇權開放時間

用戶門檻	首都特區	新南威爾斯	昆士蘭	南澳	維多利亞
超過 5MW	1997.10 5 家	1996. 10 47 家	1998. 01 43 家	無	1994.12 47 家
小於 5MW, 大於 1 MW	1998.03 40 家	1997.04 660 家	1998.10 346 家	市場開始 150 家	1995.07 330 家
能源需求超過 750 MWh/yr,負載低於 1 MW	1998. 05 247 家	1997.07 3500 家	無	市場開始後635家	1996.07 1500 家
能源需求超過 160 MWh/yr,低於 750 MWh/yr	1998-07	1998.07 10,800 家	1999.07 6,17 家	2000.01 2,400 家	1998.07 5,000 家
所有用戶開放	1999.07 125000 家	2001.01 2700000 家	2001.01 1407000 家	2003.01 700000 家	2001.01 1957300 家

資料來源:NEMMCO

二、電價決定方式

電力交易市場運作初期採中央調度方式,但目前已逐漸改採由發電者 自行排定發電機組調度排程型態。由發電機組自行設定調度排程最大的優 點在於可使電力交易市場規則較為簡單易行,同時將競價過程簡化。透過 發電業者先行對其所擁有的發電機組進行調度排程,對 NEMMCO 而言,可簡 化整個系統調度排程的工作。

NEMMCO除了負責每日躉售電力市場之運作外,並負責現貨市場電力交易之結清。基本上,躉售市場的運作是以7天為一個單位。在每日交易成交後之第五個營業日,NEMMCO 將交易初步結算單寄給參與市場交易者,不論是發電業者或是市場用戶,交易初步結算單主要都包含三項費用,分別是電力使用費、輔助性服務費用、參加 NEMMCO 及澳洲電業法規管理公司 (NECA)所需繳交之規費。

表 1-5 澳州發電業者及市場用戶帳單

發電業者帳單	市場用戶帳單
◆發電收入	◆用電費用
◆輔助服務收入	◆輔助服務費用
◆交付 NECA 與 NEMMCO 的規費	◆交付 NECA 與 NEMMCO 的規費

資料來源: NEMMCO

若參與市場交易者發現初步結算單有問題可向 NEMMCO 反映並要求修改。在交易後第 18 個營業日,參與市場交易者若無異議,則 NEMMCO 寄發最終結算清單給市場參與者,並於第 20 個營業日前要求所有的參與者付款完畢。整個結清過程的現金流量關係如下圖所示:

Settlement cash flows

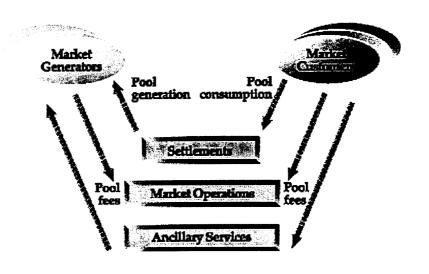


圖 1-9 澳洲結清過程的現金流量關係

四、經驗分析

正如前文中所言,澳洲電力交易制度設計有許多方面與英國相似,但

另外根據其整體環境有做部分修正。在澳洲,發電端採於前一日提報隔日十波段之競價資料,並不得任意修改競標價格之報價方式,搭配五分鐘後即時市場的設計,每一交易時段內進行六次調度排程修正,並由發電業者自行決定機組發電調度順序,給予發電業者極大的營運彈性,一來可有效消除發電業者策略性報價之誘因,避免人為哄抬電價的問題;再者可充分反應實際電力供需變化及輸配電線路限制與壅塞情形,俾傳達正確之價格訊號,引導電力資源之配置;除此之外,尚可簡化報價程序,降低電力市場運作與系統處理之複雜性,以降低交易成本3。

表 1-6 澳洲電業大事紀

時間	事件
1990. 5	成立產業委員會(Industry Commission),開始進行電業及天然氣產業之改革。
1991.5	產業委員會建議電業應進行重組,分割公用事業,成立發、輸、配電公司, 並在不受政治力影響的市場中競爭。
1994. 7	維多利亞省成立電力批發市場,僅一家發電控股公司參與競標,交易價格仍受管制。1994.10 第二階段市場開始運作,價格由供需決定,共有五家發電廠商投標。電力池由維多利亞電力交易所(Victorian Power Exchange)管理。
1996. 3	新南威爾斯省的批發電力市場第一階段開始運作,有三家發電公司參與競標,交易價格仍受管制。1997.5 第二階段市場開始運作,價格由供需決定。市場由 TransGrid 管理。
1996. 5	澳洲首都地區、新南威爾斯、昆士蘭、南澳洲及維多利亞政府同意接受國家 電力法規(National Electricity Code)之效力。
1996. 5	成立國家電力法規管制局(NECA)及國家電力市場管理公司(NEMMCO)。
1998. 1	昆士蘭省的過渡期批發電力市場開始運作,有四家發電公司參與競標,交易價格仍受管制。市場由昆士蘭系統操作中心(Queensland System Operator)按昆士蘭市場規則(Queensland Market Rules)管理。
1998. 12	國家電力市場(National Electricity Market)成立。
2001	開放輸電業;
	重新評估輔助服務市場之採購方式;
	建立財務輸電權(FTR)市場。
2003	預計零售市場全面開放。

第二章 翰電服務與從系統觀點購電價格計算

電力市場的輸電服務

一、 輸電服務概述

雖然各國的國情不同,但是電力市場的基本發展有跡可尋,及發電競爭、電網開放和用戶管理。而其核心就在於將輸服務從發電和購電中分離出來,單獨為其定價和簽訂合約。不論改革後的電力系統具體運轉規則和組織結構如何,電網調度人員都必須知道為用戶提供輸電服務的精確費用,原因是:

- (1) 輸電公司的主要任務是提供輸電服務並收取費用,而輸電服務的定價必須 嚴格依賴於實際的輸電費用。監管機構和用戶都有權知道輸電定價的科學 依據。
- (2) 電網安全經濟運轉的需要。輸電公司的目的是從輸電服務中獲取最大的經濟效益,因此運轉人員必須確切知道,運轉決策對輸電費用的影響,及輸電服務對系統安全的影響。
 - 商業決策的需要。投資、運轉和用戶承諾等,都要求知道總費用及其變化
- (3) 情況,以便使商業行為的總收入大於總費用,推動電力系統應用最先進的 科學技術和管理手段,提高生產效率,節約資源。

無論在何種體制下,輸電服務的研究都必須弄清楚電網中各種錯綜複雜的變量間的相互作用的聯繫(物理量之間、經濟量之間、物理量與經濟量之間)。了解各節點的發電、負荷的變化及各種控制調節手段,對系統安全性、經濟性和可靠性的影響,並使之量化。最終成為電力市場的獎懲依據,從而為電力系統的運營提供更科學的理論依據。

輸電服務研究的發展過程可以大致分成三個階段:

- (1) 定性研究階段。探討輸電服務的內容、輸電費用的組成部份、輸電定價的 原則和目的、轉送的類型和最優經濟信號等重要的基本問題。
- (2) 定價的研究階段。應用和發展各種現有的電網分析和費用優化方法,結合 經濟學原則和電力市場的運轉特點,詳細分析輸電服務的費用和定價,能 夠清楚地計算出電網上流動的能源流、信息流和資金流的流項和流量。
- (3) 概率研究階段。在第二階段的基礎上,在分析中引入不確定性因素的影響,考慮發電的不確定性、負荷的不確定性、輸電設備的可靠性和交易的不確定性等。從而可以結合模糊數學、博弈論、混沌學、遺傳算法等先進理論,發展概率負荷預測、概率潮流、交易風險分析和輸電可靠性及安全價格等算法,使書電費用計算具有更強的科學性和預測功能,更符合客觀實際。

二、 輸電服務分析的步驟

總體來講,輸電服務就是將電能從電能的生產者(獨立電廠和發電公司)安全、經濟、優質地輸送到電能的使用者(配電公司和大用戶)的過程。兩者都應該是輸電服務的客戶,共同承擔輸電費用。英國其輸電服務費用完全由用戶承擔,即在電力市場中承擔兩個電價,一是從電廠的購電價,二是對用戶的售電電價。這兩個電價差就是對用戶增收的輸電服務附加費。由誰來承擔輸電費用及費用如何非配的問題,屬於輸電定價的內容,而輸電服務附加費的多少屬於輸電費用計算的內容,同時他們都取決於用戶所要求的輸電服務類型。因此輸電服務分析應該包括三個主要步驟:數據準備、輸電費用的分析計算、和輸出定價。如圖 2-1 所示。

數據準備包括:接受用戶提出的輸電服務(如可靠性要求、輸送功率、輸送電量、持續時間等),取電網運轉資料和各種經濟特性(如電網中各節點發電功率、負荷功率、線路潮流、發電廠費用特性、發電公司報價等),準備相關的定價模型與算法(如通用的規則、專門的合約等)。輸電費用分析計算包括:輸電服務分類、輸電費用計算、輸電定價。輸出輸電定價包括:列出具體費用項目、輸電價格。

用戶向電網提出輸電服務要求時,同時說明自己的服務要求,如可靠性之要求和輸送容量、持續時間等。輸電公司將其歸入合適的輸電服務類型,為費用計算提供一些參數初始值,同時費用計算模式從實時數據庫中取得電網運轉的資料,如各節點發電功率、負荷功率及線路潮流等;從電力市場資料庫中取得費用計算的經濟特性,如費用的類型和費用的時變特徵等,進行輸電費用的計算,輸出結果為完全輸電服務所需的各項費用的值。輸電定價模式綜合考慮費用的經濟特徵和收支平衡等因素,選擇合適的定價模式及相應的算法,最終計算出各節點的輸電價格。

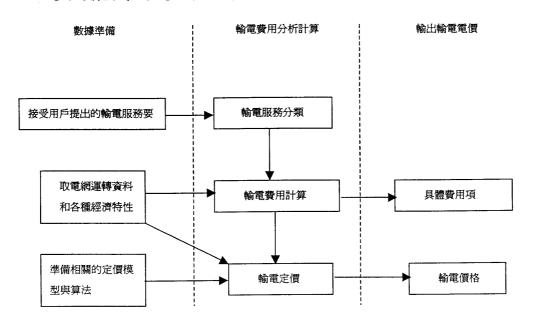


圖 2-1 輸電服務分析的一般過程

三、 輸電服務分類

輸電服務可分為兩大類:點對點服務和網路服務。點對點服務指預先定義好輸電的收點和發點的服務,如發電廠和大用戶間的長期供電聯繫,一般靠合約保證。網路服務指輸電公司從發電公司購電再賣給配電公司,電能的生產和消費者都只需與輸電公司打交道。網路服務可以進一步劃分為一些基本類型,不同的類型對輸電費用有不同影響。確定輸電服務的類型就是根據某輸電無誤的具體特徵,將其歸入合適的基本類型。輸電服務的基本特徵包括:

- (1) 輸電量;
- (2) 是否限制;
- (3) 服務的持續時間;
- (4) 輸電的發點與收點;
- (5) 輸電的時間變化曲線;
- (6) 輸電損失承擔的責任;
- (7) 其他運轉特點。

根據這些特點,可以歸納出六種基本的輸電服務類型,如圖 2-2 所示。包括四種點對點服務和兩種網路服務。限制交易指只有在系統發生事故時才允許中止的輸電交易,按延續時間劃分為長期(一年以上)、短期兩種輸電交易。在對長期輸電交易定價時,要詳細考慮投資費用的回收問題,而短期交易定價的主要考慮是如何使輸電價格成為最佳的經濟運轉。非限制交易一般是短期的,運轉人員可以根據系統的運轉狀況,或出於商業利益的考慮,對其靈活處理。非限制交易從其執行的特點上噁分為兩種:一是一旦電網的運轉條件許可就可執行的交易,稱執行服務;二是在某種特殊的條件下,可以停止執行的交易,稱中止服務。

根據輸電的主要特徵,千變萬化的輸電服務都可歸結為這幾種基本的類型,從而使通用的輸電分析、費用計算建立模型成為可能。

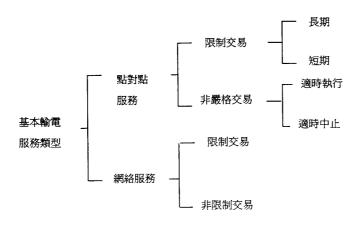


圖 2-2 基本輸電服務各類型劃分

四、輸電費用計算

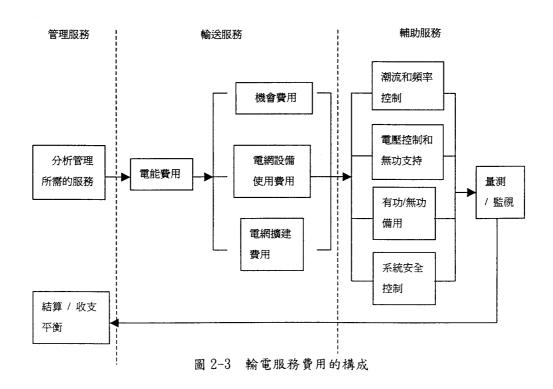
(一)影響輸電費用的因素

很容易設想,在上面討論的輸電服務定義的七個特徵對輸電費用都應該有影響。但這裡要強調的是,從本質上來講,電網中輸電的運轉狀態密切相關。實時電價理論詳細論述了節點電價隨時間、地、點和系統運轉狀態變化的特點和計算方法,並將其劃分為多種具體的費用項。但其算法是依據,於傳統的經濟調度和潮流計算,不能用一個整體化的模型統一求解,並且沒有考慮輔助服務的費用問題。之所以採用已節點為單位的費用計算和定價模式,主要出於以下三點考慮:

- (1) 以節點為單位進行費用計算最為準確,因為它利用實際的潮流計算結果, 和輸電設備使用狀況,進行費用計算和定價。
- (2) 電網現有的數據採集系統中,輸電系統的數據是以節點為單位給出的,可 以很方便地加以利用。
- (3) 現有的能量管理高級應用軟體中,網絡分析軟體(狀態估計、潮流、最優潮流等)均以節點為單位進行分析,輸電分析軟體應與之很好地配合。

(二) 翰電費用的構成

輸電服務的完成僅有輸送服務是不夠的。它包括三種子服務:管理服務、輸送 服務和輔助服務,缺一不可。其中輸送服務是一般概念上的輸電服務,即主服務;而 管理服務和輔助服務較易被忽視。對這三種子費用分別進行輸電費用計算,如圖 2-3 所示。



管理服務包括交易執行前調度人員進行的資料處理、分析、預測、調度等工作,以及交易後為保證電網運轉的收支平衡和適當收益進行的結算工作。 輸送費用可以分為以下四項:

1. 電能費用

電能費用本來不屬於輸電費用,但出於以下三點考慮,本章在模型中包括 了這一費用。

- (1) 為滿足輸電交易,進行發電再計畫和再分配會引起燃料費用的增加。
- (2) 某些特定機制,把輸電價格定義為輸電發點和收點間的最優電價(考慮了 燃料費用、電能費用、輔助服務費用、管理費用等)的差值。
- (3) 輸出結果時可以直接在系統接線圖上標出各節點實時電價(最優電價)。

2. 機會費用

當某項輸電服務引起了運轉條件越限時,輸電公司不得不放棄其他一些明 顯可以獲利的交易,由此引發的利潤損失稱機會費用,應由該服務承擔,也有 文獻稱之為阻塞費用。

3. 電網設備使用費用

由於某輸電服務使用了系統的輸電設備,必須分擔的輸電費用應包括:輸電設備的折舊、輸電設備的運轉和維護費等。

4. 電網擴建費用

為滿足輸電服務需要,新建輸電設備的投資費用。

以上前三項費用構成了通常所說的微增費用,其中前兩項稱短期微增費用,加 上第三項稱長期微增費用。

輔助服務的定義,目前在國際上並未完全統一。有人將輸送服務外的所有服務都稱之為輔助服務。本章為清楚起見,將管理物單獨立出討論。輔助服務採用較通用的定義,主要包括:頻率和聯絡線潮流控制、電壓控制和無功支持、系統有功與無功備用,和其他系統安全控制措施。這些內容是目前電力市場中的熱點問題,涵蓋面廣,研究難度大,內容極其豐富。

必須注意到,提供某一具體的輸電服務時,並非總會引發所有的費用份量,例如 當輸電服務並未引起任何線路潮流越限時,就不會引發任何機會費用,輔助服務費用 中也可能僅僅會影響到提供備用的費用。

(三) 輸電費用計算

採用改造後的最優潮流模型,計算上面討論的各種輸電費用份量。輸電費用計算 框圖如圖 7-4 所示,計算過程分成以下三個步驟。

- (4) 數據預處理。讀取電力系統參數,發電廠投標和費用數據、用戶投標和可 靠性要求數據、定價的選擇參數、輸電極限等。定進行處理,構造出最優 潮流〇PT的目標函數和各種等式及不等式約輸條件。
- (5) 求解最優潮流〇PT。得到一個描述最優潮流的主解集和一個對應於對偶

變量的解集。

(6) 限制分解,計算費用。注意到各對偶變量的物理意義,即反映了各限制條件對目標函數的影響。利用限制分解技術,形成了各節點費用。最終得到的結果應該是最有優的運轉狀態「考慮了為解除限制這違界,應做的必要調整」,從而可以輸出系統潮流和各節點的輸電費用。

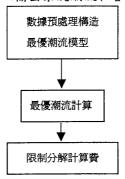


圖 2-4 輸電費用計算圖

五、輸電定價

(一) 輸電定價的經濟特性

輸電定價的過程,可以看作是輸電費用再輸電客戶間的分配問題,並且考慮到輸電公司的收支平衡和適當的營利。其分配方式由電力法和電力市場運營的歸約確定,在不同場合或為運到不同目的,可以實行不同的定價模式。不同的定價模式要使用不同的費用形式,如在結算時若需要考慮到投資的回收問題,可以使用長期邊際費用。若是為了給用戶一個明確的電網運轉狀態的信息,促使其採取相應的措施,從而緩解電網運轉的緊張狀況,應該使用短期邊際費用。除了費用類型以外,在確定輸電定價模式時還應考慮其他輸電的經濟特徵,如付費的時間、結算的週期和價格隨時間變化的形式(固定、分時、實時等)。表 2-1 給出了這些經濟特徵的一般內容,虛線所示為某一輸電服務的費用經濟特性選擇過程。

費用類型	預付 / 結算	費用分析的持續時間	費用的時間特徵
總費用		一年	一年內無差別
平均總費用	結算	超過一年	
總固定費用		服務延續時間	峰 / 谷差別
總可變費用			
平均固定費用		超過一年	季節性差別
平均可變費用		服務延續時間	
短期邊際費用			季節 / 峰谷差別
長期邊際費用	預付	整個輸電規劃	
微增費用		週期	實時

表 2-1 輸電訂價的經濟特徵

(二)定價模式

由輸電經濟特性決定的定價模式有很多種,下面給出常用的幾種及每種模式下可行的輸電費用分配方法。

- 1. 參與定價模式
 - (1) 郵票法;
 - (2) 合約路徑法;
 - (3) 依據距離的功率里程法;
 - (4) 依據潮流的功率里程法 (逐設備法);
 - (5) 緊縮的功率里程法;
 - (6) 並行流一般規約 (適用於區域間交易和轉送);
 - (7) 邊界潮流法 (適用於區域間交易和轉送)。
- 2. 微增定價模式
 - (1) 投資費用相關分析方法;
 - (2) 短期微增費用定價;
 - (3) 長期微增費用定價;
 - (4) 短期邊際費用定價;
 - (5) 長期邊際費用定價;
- 3. 綜合定價模式

綜合考慮微增定價模式和參與定價模式的特點,意圖使輸電價格不但是最優的經濟信號,也能保證收支平衡,使電網的運營最優。

六、輸電服務分析的實現與應用

輸電服務從發配電服務中分離出來後,能量管理中心做出各種輸電交易決策時,將面臨更大的挑戰。如一個發電公司提出使用電網容量的請求後,調度人員必須必須決定該服務是否被執行,如果執行,則計算其費用,並對該服務進行模擬。從模擬系統中得出服務對電力系統的影響。這就需要有非常完備的實時安全分析系統和電力市場模擬系統。該系統要能夠快速地做出結論,以免用戶久等。如果結論是不行,則必須保存作結論的所有計算記錄以備查。而當結論是可行的時候,系統也必須計算輸電輸電服務分析的全部結論。因此,對模型的可靠性、計算速度等都提出了很高的要求。從總體化來講,輸電服務分析主要應包括:

- (1) 計算某一具體的輸電服務對輸電總費用的影響。
- (2) 計算某一具體的輸電服務對電網可靠性和備用需求的影響。
- (3) 建立依據於費用的輸電價格體系,使電網進行獲得最大經濟效益。

由於輸電費用的分析給輸電網的規劃、運轉人員帶來了新的變量和限制,而不僅僅是傳統的潮流數據,而且影響輸電費用的因素是隨時間、地點變化的,且相互之間存在著多維的、複雜的相互作用。因此在分析輸電服務時,很輕易地掌握電力系統行為的所有特徵。所以輸電服務分析的實現,必須與能量管理系統 EMS 軟

體配合起來,從 EMS 取得數據並進行其分析工具。同時,現有的 EMS 軟體也應該面向電力市場進行改善。圖 2-5 顯示了輸電分析軟體與其他 EMS 應用軟體的聯繫,這樣的軟體系統可以應用於在現計算輸電費用和價格(實時型)。輸電分析軟體由狀態估計軟體取得系統狀態和運轉模式,通過安全限制調度或最優潮流軟體計算考慮事故影響下的各線路輸電極限,並將輸電價格的計算結果傳送給資料發布系統—通常與因特網(Internet)連接。也可以應用於分析電力市場對電力系統的影響,對電力系統行為進行預測和校驗(研究型)。

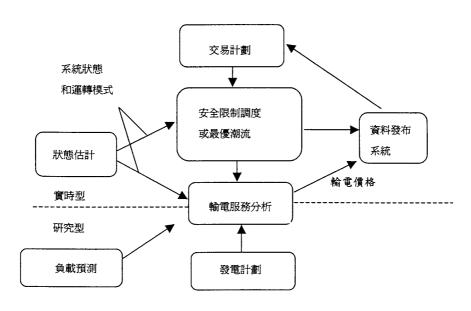


圖 2-5 輸電服務分析軟體與其它能量管理系統應用軟體的關係

各國輔助服務之作法及比較

對市場開放程度較高及採行複雜電力交易制度的國家或地區,其對由發電機組提供的輔助服務,通常係透過以小時為交易時段的連續交易市場(hourly markets)購得,前述市場包括交易實際發生前一日舉行的交易市場(day-ahead market)及通常於交易實際發生前一小時舉行的即時交易市場(real time market, typically hour ahead)。

除藉由集中交易市場提供系統操作所需的輔助服務外,部分國家亦允許輸 電使用者藉由本身的發電資源或與第三方市場參與者簽訂合約的方式,自行提 供各項與發電資源相關的輔助服務,代表性國家包括美國及紐西蘭,而挪威及 澳洲則僅允許部分項目的輔助服務可由輸電使用者自行提供。

對已高度開放電力市場競爭的國家,系統操作機構對電能不平衡的處理,通常係透過電能及輔助服務的競標市場(energy and ancillary services bidding markets)完成,而不是由系統操作機構以成本為基礎提供相關的服務(cost-based services provided by the grid)。

此外,對已實施電網操作權及所有權分離的地區,通常會將發電排程、系統控制及發電調度視為輔助服務,並透過特定的收費項目回收相關的成本,例如:美國加州係將相關的操作成本,以不區分項目的方式納入電網行政費(an overall grid administration charge)中回收,美國 PJM 及新英格蘭則係將相關的操作成本,透過不同項目的電網管理費(a set of grid administration charges)回收。

表 2-2 各國輔助服務運用及計費方式比較 (上)

ন্ত্র	我	與發電容量相關的輔		其他由發電機組提供的輔助服務	提供的輔助服務	電能不平衡服務	排程、系統控制
₩	唱	(頻率調節,頻	(頻率調節,頻率反應,備轉容量)	(無效電力供應,全黑啟動,	(動, 可靠度優先調度)		及調度
		來源	計費方式	來源	計費方式		
	加州	加州 透過 ISO 的小時交易市場 併入負	戴端各小時的支付價	與若干發電機組訂定	由輸電業者依據合約	由輸電業者依據合約 藉由輔助服務能源標單 併由電網管理	併由電網管理費
**		取得或由電網使用者自行。	取得或由電網使用者自行 格(即時能源市場的結清價格)	合约	内容提供	及電力供需平衡能源標收取	收取
8		提供				單,以即時調度方式提	
						供	
	PJM	由電力池(小時交易市場) 依電力	零售商各小時負載	由各輸電區域的系統	依電網使用者的尖峰	由各輸電區域的系統 依電網使用者的尖峰 由系統操作機構提供,	藉由電網行政費
		電網或使用者提供	(MW)按比例支付	操作機構及電網使用 自載(MW)或 DTP 服務 按系統邊際價格計費	負載(MW)或 PTP 服務	_	收取
				者提供,依據 FERC核	的容量(MW)計收費	者提供,依據 FERC核 的容量 (MW) 計收費 部分情况加計罰金(不平	
				准的费率計收費用	用,前述費用由系統操	用,前述費用由系統操(衡電能的量較大時)。溢	
					作機構收取後,轉交輸	作機構收取後,轉交輸 收款退回發電端及負載	
					電業者	端用户	
	新英	由小時交易市場或電網使按電網	使用者各小時負載	無效電力由合約方式無效電力供應及全黑	無效電力供應及全黑	當電網使用者無法自行依據尖峰時段	依據尖峰時段負
	格蘭	用者(直接或透過合約)提 (MW)支	(MM)支付,對部分電網使用	提供(競價決定),全黑	啟動能力係依電網使	付,對部分電網使用 提供(競價決定),全黑 啟動能力係依電網使 補足不平衡電能時,由 截(MW),藉由電	载(MW),籍由電
		本	者加計備用電力費用	啟動能力由若干發電	用者的尖峰負載(MW)	用者的尖峰負載(MW) 系統操作機構提供,並 網行政費收取	網行政費收取
				機組以合約方式提供	或 PTP 服務的容量	或 PTP 服務的容量按各時段電能結清價格	
					(MW)計收費用。無效計	計費	
					電力供應依據各小時		
					電能價骼及相關的機		
					會成本計費		
	参州		由電網使用者自行提供,或按	全黑啟動能力及優先	全黑啟動能力及優先	用者自行提供,或按 全黑啟動能力及優先 全黑啟動能力及優先 籍由平衡 電能市場提 部分藉由電網行	部分藉由電網行
		用者(直接或透過合約)提 每小時負		調度發電由合約方式	調度發電依據合約規	载(MW)支付,電能 調度發電由合約方式 調度發電依據合約規 供。ERCOT 另可依據上 政 費 收 取	政費收取,
		来	價格由 MCP 決定	提供,電壓支援視系統一定,按各時段	定,按各時段負載	負載 限價格,調度未入園的 ERCOT	ERCOT 僅負責
				操作機構實際需要決	(MW)計費,電壓支援	操作機構實際需要決 (MW)計費,電壓支援 發電計畫提供電能及容 電力供需平衡發	電力供需平衡發
				₩	不另行計費	oles.	4 困難時的調度

表 2-2 各國輔助服務運用及計費方式比較(下)

原 (頻幸調節, 頻幸反應, 編轉容量) (無效電力供應, 全限飲物, 可靠度億元額後) 本	8	书	與發電容量相關的輔助服	的輔助服務	其他由發電機組提供的輔助服務	是供的輔助服務	電能不平衡服務	排程、系統控制
成 指車調節 表演	₩	唱	(頻率調節,頻率反	備轉		動, 可靠度優先調度)		及調度
成 頻率期節及備用電力透過 由 Staturet 公司吸收相關 由 系統上的發電機組提 由 無效電力消耗量數 由 Elspot 能源市場負責機務			來源	計費方式	來源	計費方式		
及	柳	凝	電力透過		由系統上的發電機組提出在上面上	由無效電力消耗量較上400mm	由 Elsbot 能源市場負責帳務	併由系統通路費
國 須年期節所需的備用電力 由輸電公司支付 一般由發電機組提供・車 併由系統通路費收取 併由系統通路費收取 (交) (cost sharing incentive) 6電網需要額外供屬 (cost sharing incentive) 時・以合約方式取得 (交) (公) (公) (公) (支) (公) (公) (公) (公) (本) (公) <			長期合約或母日交勿中場 提供			大町貝戴,依據 MVAK 支付費用	作 中	<u>ሉ</u> ቊ
係透過電能標單提供,其 (cost sharing incentive) 當電網需要額外供應 (cost sharing incentive) 徐遠過各約方式提供(部	採	圈	調節所需的備用電力	由輸電公司支付	般由發電機組提供,			併由系統通路費
餘透過合約方式提供(部 介合約係以幾價方式法 定) (文) (文) (文) (本) (本) (本) (本) (本			係透過電能標單提供,其(cost sharing incentive)	當電網需要額外供應	(cost sharing incentive)		收取
(2) (持由系統通路費化取 電能及容量不平衡費用依據 (2) (持由系統通路費收取 電能及容量不平衡費用的 (2) (2) (2) (2) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4			餘透過合約方式提供(部		時,以合約方式取得			
國 與系統通路費合併計費 併由系統通路費收取 在能及容量不平衡費用依據 決離年負載計費(另方有多方便用者分攤不平衡費用的 操制及數面 資系統通路費合併計費 圖 與系統通路費合併計費 併由系統通路費收取 不予衡費用的 操制及投高的頻率容忍 間別 多位 地區 的 是			分合約係以競價方式決 (定)					
图 與系統通路費合併計費 併由系統通路費收取 不平衡費用的 機制及較高的頻率容忍區 間	愈	窗		具系統通路費合併計費		併由系統通路費收取	電能及容量不平衡費用依據	併由系統通路費
國 與系統通路費合併計費 併由系統通路費收取 不平衡費用的 機制及較高的頻率容忍區 間								收取
By 编制及較高的頻率容忍區間的							方使用者分攤不平衡費用的	
國供由系統通路費合併計費併由系統通路費收取不平衡費用計算方式對輸電公司數益程洲 備轉容量由 NEMMCO 以 由發電機組及消費者各一般由發電機組提供, 由現貨交易市場提供常電網需要額外供應費,電網需要額外供應費,電網需要額外供應數的現貨交易市場提供採用不同費率基礎。由現貨交易市場提供供,備用電力由發電業力供應時,以合約方式取得時,以合約方式取得時,由合約方式取得30分鐘交易市場提供供,備用電力由發電業力供應時,以合約方式取得時,由合約方式取得依各小時結點價格計費本 大部分併由系統通路費收車利取得(依各小時結點價格計費本 大部分併由系統通路費收與其他服務合併計費依ANWh 收取取,但對若干項目的輔助與其他服務合併計費依ANWh 收取							機制及較高的頻率容忍區	
國 編奏総通路費合併計費 併由系統通路費收取 不平衡費用計算方式對輸電公司收益有利。當頻率低於公司收益有利。當頻率低於公司收益有利。當頻率低於公司收益有利。當頻率低於公司收益有利。當類率低於公司投資人。 州 備轉容量由 NEMMCO 以 由發電機組及消費者各一般由發電機組提供,由現貨交易市場提供,頻率控制 負擔一半 當電網需要額外供應費,電網需要額外供應費,電網需要額外供應費,電網需要額外供應量的報告機構,以合約方式取得 時,以合約方式取得 時,以合約方式取得 時,由台約方式取得 時,由台約方式取得 西蘭 頻率調節由海費者端提 電腦需要額外供應 實力的發電機組提供 時,以合約方式取得 時,由台約方式取得 時,由台約方式取得 個及方式提供 本 人部分併由系統通路費收 未及輸電業者提供 取得 本 人部分併由系統通路費收 無及輸電業者提供 取得 本 人部分併由系統通路費收 無稅 無稅 取,但對若干項目的輔助 與其他服務合併計費 依MWh 收取							[8])	
公司較為有利。當頻率低於 (公司較為有利。當頻率低於 (公司政為有利。當頻率低於 (公園) (公園) (公園) (公園) (公園) (公園) (公園) (公園)	沃	圈				併由系統通路費收取	不平衡費用計算方式對輸電	併由系統通路費
編輯容量由 NEMMCO 以 由發電機組及消費者各 一般由發電機組提供							公司較為有利。當頻率低於	收取
洲 備轉容量由 NEMMCO 以 由發電機組及消費者各 一般由發電機組提供,一般情況不另行計 依平衡電能標單及各輸電區 台約方式提供,頻率控制 負擔一半當電網需要額外供應費,電網需要額外供應 費,電網需要額外供應域的現貨交易備等是及各輸電區 時,以合約方式取得 時,由合約方式取得 調度方式提供西蘭 頻率調節及備用電力由每 頻率調節由消費者端提當電網需要額外無效電 由負載端支付供,備用電力由發電業力供應時,以合約方式体各小時結點價格計費30 分鐘交易市場提供 供,備用電力由發電業力供應時,以合約方式本人部分併由系統通路費收與其他服務合併計費本 大部分併由系統通路費收 取,但對若干項目的輔助與其他服務合併計費依MWh 收取	-						容忍區間時),發電端須支付	
洲 備轉容量由 NEMMCO 以 由發電機組及消費者各 一般由發電機組提供, 一般 情 况不另 行計 依平衡電能標單及各輸電區 台約方式提供, 頻率控制 負擔一半當電網需要額外供應費,電網需要額外供應費,電網需要額外供應費,電網需要額外供應對,以中時時期,由現貨交易市場提供供,備用電力由每頻率調節由消費者端提當電網需要額外無效電由負載端支付依各小時結點價格計費30 分鐘交易市場提供供,備用電力由發電業力供應時,以合約方式取得所各小時結點價格計費本 大部分併由系統通路費收取得取得依各小時結點價格計費取,但對若干項目的輔助與其他服務合併計費依MWh收取							較高費用。不同季節及時段	
洲 備轉容量由 NEMMCO 以 由發電機組及消費者各一般由發電機組提供, 一般情况不另行計 依平衡電能標單及各輸電區合約方式提供,頻率控制 負擔一半 當電網需要額外供應費,電網需要額外供應域的現貨交易價格,以即時由現貨交易市場提供 由現貨交易市場提供 供,備用電力由發電業力供應時,以合約方式取得 時,由合約方式取得 調度方式提供 30分鐘交易市場提供 供,備用電力由發電業力供應時,以合約方式 本人部分併由系統通路費收 無稅 取,但對若干項目的輔助 與其他服務合併計費 服務個別訂定費率 無務個別訂定費率							採用不同費率基礎。	
合約方式提供,頻率控制 負擔一半	斑	玉	NEMMCO IX	組及消費者	一般由發電機組提供,	一般情况不另行計	依平衡電能標單及各輸電區	與調度服務合併
由現貨交易市場提供 時,以合約方式取得 時,由合約方式取得 調度方式提供 高電網需要額外無效電 由負載端支付 依各小時結點價格計費 30 分鐘交易市場提供 供,備用電力由發電業力供應時,以合約方式 者及輸電業者提供 取得 本 大部分併由系統通路費收 與其他服務合併計費 依 MWh 收取 取,但對若干項目的輔助 服務個別訂定費率				真檐一半	熈		域的現貨交易價格,以即時	計費
西蘭 頻率調節及備用電力由每 頻率調節由消費者端提 當電網需要額外無效電 由負載端支付 依各小時結點價格計費 30 分鐘交易市場提供 供,備用電力由發電業 力供應時,以合約方式 者及輸電業者提供 取得 取得 軟 大部分併由系統通路費收 與其他服務合併計費 依 MWh 收取 取,但對若干項目的輔助 服務個別訂定費率			由現貨交易市場提供			時,由合約方式取得	調度方式提供	
30 分鐘交易市場提供 供,備用電力由發電業力供應時,以合約方式者及輸電業者提供 取得 本 大部分併由系統通路費收 與其他服務合併計費 取 化 Whn 收取 取,但對若干項目的輔助 服務個別訂定費率	维 □	西村	頻率調節及備用電力由每世		當電網需要額外無效電	由負載端支付		與系統通路費合
本 大部分併由系統通路費收 取,但對若干項目的輔助 服務個別訂定費率				電力由發電	力供應時,以合約方			併計費
本 大部分併由系統通路費收 取,但對若干項目的輔助 服務個別訂定費率					取得			
取,但對若干項目的輔助 服務個別訂定費率	Ш	*	大部分併由系統通路費收		與其他服務合併計費		依 MWh 收取	
定費			取,但對若干項目的輔助					
			定費					

從系統觀點評估汽電共生廠售電之合理價格

從系統之觀點來建立一套評估汽電共生廠效益之數學模式,包括其對系統之線路損失與輸電系統電力潮流之影響,以計算汽電共生廠對電力系統貢獻度及其對電業之經濟效益,並以汽電共生廠連接於 IEEE 9 個匯流排系統之四個不同匯流排來模擬分析,其結果可提供公用電業與汽電共生業者對於電力價格議價時之參考

一、估計汽電共生價格之函數模式

從系統觀點來評估汽電共生廠售電予公用電業其價格之合理性,旨在建 立從電力系統之潮流來計算其加入系統前後之線路損失與各輸電線之載流 量之改變,由此來評估汽電共生廠對系統之效益,其評估數學模式表示如下:

$$PR (m) = AC \times P \times CF \times 8760 + LV (m) + LUA (m)$$
$$- CC (m) - (BP \times P \times CF \times 8760)$$
 (1)

其中

 $m=1,2,3,\cdots n$

PR(m):汽電共生廠連接至 m 匯流排時公用電業之利潤

n : 汽電共生廠連接之匯流排

n :汽電共生廠連接至 n 匯流排數

AC :公用電業機組之避免成本 (\$/MWh)

P :汽電共生廠發電容量 (MW)

CF :汽電共生廠發電容量因數

LV(m):輸電損失變動效益

LUA(m):延後提昇輸電容量計畫之效益

BP : 向汽電共生廠購電價格(\$/M\/h)

CC(m):汽電共生廠連接至m匯流排之連接費用

由(1)可得公用電業在不虧損情況下之最高購電價格如(2)式所示

$$BP(m) = [AC \times P \times CF \times 8760 + LV(m) + LUA(m) - CC(m)] \div (P \times CF \times 8760)$$
(2)

其中

$$CF = \frac{$$
汽電共生廠年發電量
8760×汽電共生廠發電容量 (3)

輸電損失變動效益

$$LV(m) = AC \times (Loss_{ref} - Loss_{cog}) \times 8760 \times CP \times LF$$
(4)

其中:

LOSSref: 汽電共生廠加入前之系統損失 LOSScog: 汽電共生廠加入後之系統損失

CP:公用電業發電機組之年容量因數

LF : 損失因數 (年平均系統損失/尖載時之系統損失)

由(4)知其線路損失變動可由汽電共生廠加入前後之電力潮流獲得,當 Lossrer大於Losscog表示系統之線路損失由於汽電共生廠之加入而降低,當 Lossrer小於Losscog表示系統之線路損失由於汽電共生廠加入而增加;其效益是以公用電業避免成本、機組之容量因數與損失因數來計算,式中8760表示一年有8760小時。

延緩提昇輸電容量計畫之效益
$$LUA(m) = \sum_{i} \left[\frac{(flow_{ref}(i) - flow_{cog}(i))}{P} \times UC(i) \times WU(i) \right]$$
 (5)

$$WU(i) = flow_{ref}(i) / flow_{lim}(i)$$
(6)

其中

flowref(i):汽電共生廠加入前輸電線 i 之潮流

flow_{lim}(i):輸電線 i 之額定輸電容量

flowcog(i):汽電共生廠加入後輸電線 i 之潮流

UC(i) :提昇輸電容量之成本

WU(i) :輸電線之權重因數

式(5)表示當汽電共生廠加入前輸電線i之潮流為flowref(i)比汽電共生廠廠加入後之潮流flowcog(i)為大時表示其對輸電線i有降低輸電線之負荷,而汽電共生廠加入前輸電線i之潮流比汽電共生廠加入後之潮流為小時,表示其加入造成輸電線負荷增加,式中P為汽電共生廠躉售電量,輸電線之權重因數WU由式(6)計算可得。

二、系統模擬與結果分析

採用 IEEE-9 個匯流排系統如圖 3-6,其系統匯流排資料如表 2-3,輸電線資料如表 2-4,有關公用電業發電機組之避免成本、年容量因數如表 2-5、輸電線之額定容量、輸電線容量之權重因數值 WU 如表 2-6;模擬汽電共生廠分別引接至 bus 3、bus 5、bus 7、bus 9 等四個不同之匯流排,對系統之貢獻度必有所不同,先利用 MATLAB 程式來解電力潮流,可得汽電共生廠加入系統前後之線路損失與各輸電線之載流情況。由(4)式計算輸電損失變動效益與(5)式計算延緩提昇輸電容量計畫之效益,再考量汽電共生廠可取代公用電業發電機組之避免成本來購電(BP等於 AC)、連接費用等因素,再由(1)式可計算公用電業向汽電共生廠購電為虧損或有盈餘,當 PR 為零時,即無盈餘且無虧損時,可由(2)式得公用電業向汽電共生廠購電之最高價格。

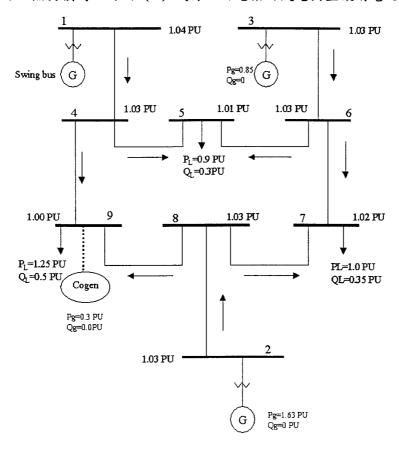


圖 2-6:模擬範例 IEEE-9 Bus 系統圖

表 2-3: IEEE-9Bus 匯流排資料 (Base Case) BASE=100MVA

Bus No	P _R (PU)	Qg (PU)	PL (PU)	Q _L (PU)	Bus Type
1	swing	swing	0.00	0.00	1
2	1.63	0.00	0.00	0.00	2
3	0. 85	0.00	0.00	0.00	2
4	0.00	0. 00	0.00	0.00	3
5	0.00	0.00	0. 90	0.30	3
6	0.00	0.00	0.00	0.00	3
7	0.00	0.00	1.00	0.35	3
8	0.00	0.00	0.00	0.00	3
9	0.00	0.00	1. 25	0.50	3

表 2-4: IEEE-9Bus 輸電線資料 (Base Case)

Line No	From_Bus	To_Bus	R	X	В
1	1	4	0.0000	0.0576	0.0000
2	4	5	0.0170	0.0920	0.1580
3	6	5	0. 0390	0.1700	0.3580
4	3	6	0.0000	0.1008	0.0000
5	6	7	0.0119	0.0720	0.1490
6	8	7	0. 0085	0.0720	0.1490
7	2	8	0.0000	0.0625	0.0000
8	8	9	0.0320	01610	0.3060
9	4	9	0.0100	0. 0850	0.1760

此系統輸電線之容抗很大,故提供系統許多無效功率,因此當Cogen 未加入系統前各匯流排電壓均有偏高之現象如附圖2-6所示,圖中箭頭指示之方向為潮流之流向,匯流排資料,bus type=2 為發電匯流排,bus type=3 為負載匯流排。其中匯流排4、6、8均無負載此為連絡匯流排。

表 2-5: 假設發電機避免成本

Annual Capacity Factor	Avoided Cost (\$/MWh)
0.1	330
0.2	250
0.3	180
0.4	145
0.5	120
0.6	110
0.7	90
8.0	85

表 2-6:輸電線之權種因數 (WU)

Line No	P	Q	MVA	Line Rate	₩U
1	0.7159	0. 2040	0.7444	2. 000	0. 372
2	0. 3031	-0. 0452	0.3065	2. 200	0.139
3	0. 6118	-0.1381	0. 6272	2. 200	0. 285
4	0. 8500	0.0000	0.8500	2.000	0. 425
5	0. 2382	0. 0996	0. 2582	2. 200	0.117
6	0. 7676	-0.0827	0. 7720	2. 200	0. 351
7	1.6300	-0.0068	1.6300	2. 000	0. 815
8	0.8624	-0.0820	0.8663	2. 200	0. 394
9	0. 4128	0. 2206	0.4680	2. 200	0. 213

表2-7:汽電共生廠連接不同匯流排時公用事業之利潤比較表(當系統有容抗時)

引接之	PR	LV	LUA	BP=AC	PR=O 時 BP 之價格
3	-889443	-469715	-320268	110	104. 36
5	193251	55382	238813	110	111.23
7	-580367	-414763	-65856	110	106.32
9	242726	64696	278424	110	111.54

註:AC=BP=110 ,CF=0.6 , CP=0.6 , LF=0.6; CC=10000

汽電共生廠之機組有剩餘30MW之電力可躉售,當其連接於bus3時,已有一 部發電機連接於該bus,且無任何負載接於此bus時;汽電共生廠連接此bus時, 由於 Line 3 (From bus 6 To bus 5) 之輸電線電阻最大如表2-4所示,較多之電 力流經Line 3,對整體系統之線路損失之效益是負面,由表2-7所示LV與LUA均 為負值。當連接於有負載之bus 5時可減少Line 2 (From bus 4 To bus 5)和Line 3 (From bus 6 To bus 5)之潮流,並可減少輸電損失,系統之輸電線載流量也降 低,其LV與LUA均為正值,扣除連接費用與購電費用後PR仍為正值,但接於同 樣有負載之bus 7時其LV與LUA均為負值,因為bus 2有此系統最大之發電機 組,其電力須經由Line 7 (From bus 2 To bus 8) 送至bus 8,再從bus 8 經由Line 6 (From bus 8 To bus 7) 和Line 8 (From bus 8 To bus 9) 送至負載,由於Line 8 輸電線電阻 高於Line 6約四倍,當汽電共生廠機組接於bus 7時,導致輸電線電 阻較低之Line 6與Line 5之潮流減少,而輸電線電阻較高之Line 8與Line 3之潮流 增加,使得系統之線路損失增加,故LV、LUA與PR均為負值;汽電共生廠機組 接於負載最高之bus 9時可使輸電線電阻較高之Line 8之潮流降低,系統之線路 損失也隨之減少,整體系統之效益PR為最大如表2-7所示。當PR為零時,由表 2-7可知汽電共生廠機組接於bus 9時每MWh之購電價格為111.54美元為最高,而 於bus 3時每MWh之購電價格為104.36美元為最低。

表2-8:汽電共生廠連接不同匯流排時公用事業之利潤比較表(當系統有容抗時)

			_		
引接之 BUS	PR	LV	LUA	BP=AC	PR=0 時 BP 之價格
3	-776112	-355844	-320268	250	235.23
5	180769	41956	238813	250	253.44
7	-480070	-314214	-65856	250	240.87
9	227436	49012	278424	250	254.33

#: AC=BP=250 , CF=0.2 , CP=0.2 , LF=0.6; CC=10000

發電機避免成本AC為250 美元/MWh,容量因數為0.2,當PR為零時,當汽電共生廠接在bus 5與bus 9,公用電業向其購電價格BP高於AC 3.44美元/MWh與 4.33美元/MWh如表2-8所示,而表2-7僅高於1.23美元/MWh與 1.54美元/MWh,但由於容量因數僅0.2,故其售電量僅為容量因數0.6時三分之一。

表2-9:汽電共生廠連接不同匯流排時公用事業之利潤比較表(當系統無容抗時)

引接之	PR	LV	LUA	BP=AC	PR=0 時 BP 之價格
3	-870250	-613659	-156591	110	104.48
5	381581	75738	405843	110	112.42
7	-504782	-498736	93953	110	106.80
9	397500	68165	429335	110	112.52

註:AC=BP=110 ,CF=0.6 , CP=0.6 , LF=0.6; CC=10000

在考量系統無容抗時,由表 2-9 所示汽電共生廠所連接 bus 對線路損失之效益其敏感度更高,在 bus 3 和 bus 7 其 LV 負值更大,即效益更差,同時在 bus 5 與 bus 9 時其 LV 值更大,即效益比有容抗時為高,而對於系統輸電線路降低載流量之效益均比系統輸電線有容抗時為佳,在考慮 PR 為零時,由表 2-9 可知汽電共生廠機組接於 bus 9 時每 MWh 之購電價格為 112.52 美元為最高,而於 bus 3 時每 MWh 之購電價格為 104.48 美元為最低。

公用電業發電機避免成本 AC 為 250 美元/MWh,容量因數為 0.2,且考量系統無容抗,當 PR 為零時,汽電共生廠接在 bus 5 與 bus 9,公用電業向其購電價格 BP 高於 AC 6.91 美元/MWh 與 7.25 美元/MWh 如表 2-10 所示,而表 2-8 僅高於 3.44 美元/MWh 與 4.33 美元/MWh,由表 2-10 系統無容抗時,公用電業發電機容量因數低、避免成本高時對其線路損失之效益敏感度仍高於系統無容抗時。

表2-10:汽電共生廠連接不同匯流排時公用事業之利潤比較表(當系統無容抗時)

引接之 BUS	PR	LV	LUA	BP=AC	PR=0 時 BP 之價格	
3	-721484	-464893	-156591	250	236.27	
5	363221	57377	405843	250	256.91	
7	-383877	-377830	93953	250	242.70	
9	380976	51640	429335	250	257.25	-

註:AC=BP=250 ,CF=0.2 , CP=0.2 , LF=0.6; CC=10000

當汽電共生廠連接在bus9時,考量公用電業發電機不同避免成本與不同容量因數下,其利潤之變動由(4)式線路損失之效益來決定,因(5)式為延緩提昇輸電容量計畫之效益與發電機避免成本與容量因數無關,由表2-11可得,公用電業獲得之利潤隨著發電機避免成本提高而下降,因為當避免成本提高時,相對於機組容量因數也會下降,此表示機組燃料成本愈高時,在考慮經濟調度原則下,發電時間也相對減少,由於 bus9是汽電共生廠最佳引接點,故汽電共生廠發電時間愈長躉售電力愈多,則公用電業利潤也愈高,所以當公用電業發電機避免成本為85美元/MWh,容量因數0.8時最高,而避免成本330美元/MWh,容量因數0.1時最低。

表2-11:汽電共生廠連接在bus9匯流排,不同之避免成本時公用事業之利潤比較表(當系統有容抗時)

PR	LV	CF=CP	BP=AC	PR=0. 時 BP 之價格
245081	66657	0.8	85	86.17
231357	52933	0.3	180	182.93
227436	49012	0.2	250	254.33
210772	32348	0.1	330	338.02

註: LF=0.6; CC=10000

無論發電機組避免成本高或低,由表 2-11 與表 2-12 比較可得系統在無容抗時之效益均高於有容抗時之效益。

表2-12:汽電共生廠連接在bus9匯流排,不同之避免成本時公用事業之利潤比較表(當系統無容抗時)

PR	LV	CF=CP	BP=AC	PR=0 時 BP之價格
399566	70231	0.8	85	86.9
385107	55771	0.3	180	184.88
380976	51640	0.2	250	257.25
363418	34083	0.1	330	343.83

註: LF=0.6; CC=10000

由系統觀點來探討汽電共生廠躉售電力之合理價格,由系統模擬與結果分析可得下列幾點結論:

- 1. Cogen 連接至負載中心,不一定對系統有益處,須視系統之結構與輸電線之特性而定。本文所用例子顯示,如連接至有負載之匯流排 bus 7時, 對系統是負面之效益。
- 2.當Cogen 連接至有負載之匯流排 bus 5與bus 9時,對系統具正面之效益,當公用電業考慮無利潤時,向Cogen購電價格高於尖載發電機之避免成本。
- 3.當系統輸電線無容抗時cogen對系統效益靈敏度較有容抗時為高。
- 4.當考量Cogen容量因數 (CF) 低時,避免成本 (AC) 高, Cogen可能售得較高之價格,惟其售電量相對也減少。數量與價格之平衡,端賴其利潤最大來決定。
- 5.公用電業向Cogen買電,依其對系統貢獻度不同應有不同之價格,而不是 齊頭式的假平等,如此才符合公平原則。

第三章 從加州交易制度改善與談避險策略

加州電力危機發生原因

加州 ISO 對 2000 年夏季發生之電力危機已徹底作了分析與評估,其根本原乃在自由化之制度架構設計不良,最主要者有:

- 1. 整個加州與西部地區之電力供應吃緊;
- 2. 遠期市場未能與現貨市場之排程密切配合,而導致原設計之即時市場電力需求急遽增加,使供電商與消費者之營運成本上升,並增加輸電系統可靠操作之困難。
- 3. 缺乏每小時電價之反映機制,其原因為:(1)即時電價反映之技術能力受 限制,(2)遠期電力合約不足,(3)零售用戶之合理電價與供電義務模糊 (即凍結電價誤導用戶之用電習慣);
- 4. 發電業在整個加州電力系統與西部併聯系統發揮其市場力量,導致其操 縱市場供需使價格飆漲。
- 5. 既有輸電容量不足以支援競爭市場之需求。
- 6. 欠缺對現貨市場之秩序規範(如價格上限管制措施),必須增強市場力量 之規範,以改進市場效率並確保遠期合約交易量納入即時排程,使遠 期交易與實體交易能確實接續實行。

上述所有問題並非均可獲得解決,如電力供應緊澀、輸電容量不足與需求反映有限等因素,並非市場設計所能解決。市場設計所能解決之問題可能僅有下列三項:

1. 翰電壅塞之處理:

新市場設計主要係建立市場力量減緩方案,以降低區位市場力量(LMP) 之運作,並建議 FERC 頒布之命令(價格上限管制)能繼續實施。

2. 市場力量之減緩計畫:

在 2000 年夏季與 2001 年春季期間,已預測到 2001 年夏季將會發生電力短缺,因此,當時,ISO 提出「市場穩定計畫」(Market Stabilization Plan, MSP)以確保電力穩定供應,並減輕市場力運作情況,但因躉售市場與輸電系統為 FERC 之權限,ISO 之提案並未為 FERC 所接受。

3. FERC 之市場力量減緩命令

FERC 在 2001 年 4 月 26 日所頒布及隨後在 6 月 19 日修正之市場力量

减緩計畫,其主要內容包括下列幾點:

- (1) 要求加州州內之所有非水力發電機組必須每小時將其可用發電容量 在 ISO 即時市場標售(即所謂『必須提供義務』Must Offer Obligation)。
- (2) 訂定每一小時即時市場之電價減緩機制(price mitigation),特別在非緊急時段間之即時市場結清電價(real-time market clearing price, MCP)的上限管制,因為在該時段內之發電成本較高。
- (3) 要求電力經紀商(marketers)之即時市場所競標價格,以市場結清價格計算,但他們無法決定市場結清價格(亦即售電業不能被一個特定發電機組綁住)。

ISO 相信這些市場力量減緩命令有助於確保即時市場所需之電力與合理之價格。但市場新設計是否能減輕市場力量之運作,要在 FERC 之命令最後期限(2002 年 9 月 30 日)到期之日,才能試行運作。

新設計方案之目的與指導原則

(一) MD2002 方案之使命

加州電力市場新設計方案(Market Design 2002, MD02)之任務旨在:確保電力供應之穩定,健全 ISO 功能使其能有效運作,以滿足所有用戶之用電需求並支援電力市場之順利進行,在經加州 ISO 董事會核可後,陳報 FERC核定實施。

(二)MD2002 方案之作業範圍

為達成上述任務,MD2002方案將朝下列方向進行設計:

- 說明 2000 與 2001 年電力危機之發生原因與制度所呈現之缺陷,作市場 新設計之主要參考;
- 2. 分析與修正目前 ISO 市場設計之主要錯誤;
- 3. 提供一項服務菜單,以滿足 ISO 之所有不同顧客群及市場參與者的需求 (包括市鎮型及其他垂直整合式之公用事業);
- 4. 本方案預定在 2002 年 10 月 1 日推動;
- 5. FERC於6月19日所頒布之「市場力量減緩計畫」命令,在2002年9月30日到期前,ISO必須提出必要措施以確保穩定的市場績效與系統操作;
- 6. 建立即時市場定價機制,期能因應即時市場之需求變化;

- 7. 執行 ISO 對 FERC 所作有關區域間輸電壅塞問題之永久解決承諾,以取 代目前暫時之解決提案。
- 8. 建立一個能與西部地區所發展的 RTO 組織相容之市場設計,以確保西部地區電力市場無缺陷。
- 即時市場受制於發電與輸電之重疊式競標模式(亦即即時市場與壅塞市場分離但同時進行之重疊情況)。

(三) MD2002 方案之市場設計原則

1. 規劃方向

CA-ISO 之 MD2002 團隊初步訂出下列作業規劃方向:

- (1) 改進 ISO 之主要功能與績效(包括無歧視之輸電服務、可靠之系統操作、壅塞管理、輔助服務、系統之即時平衡、及透明化之即時市場資訊服務等)
- (2) 整理過去四年來電業自由化之寶貴經驗,如 2001 年 1 月之輸電壅塞改革(CMR)方案與在 4 月所訂定之市場穩定計畫(Market Stabilization Plan)必配合修正,但不限於既有之設計考量。
- (3) 分析並深入瞭解電力危機發生之根本原因及其解決辦法。
- (4) 以理想態度去規劃市場機制:(1)什麼是達成目的之最佳設計?(2) 再考量系統各種限制之衝擊及其必須考慮之因素。
- (5) 設計要具彈性,使市場設計及其相關次級系統能適應環境變化,並能反映已經變化之情況,如 FERC、NOPR、或 RTO 之市場設計與發展)。
- (6) 考慮並說明目前既有制度之縫隙(介面整合)問題,以創造出無缺陷 之西部市場,並予以簡單化與透明化。

2.MD02 方案之市場設計原則

(1)整體性原則

- ■增加 ISO 之市場功能,以激勵所有市場參與者在市場內進行交易。
- ■提供足夠、即時且透明的資訊、工具與誘因,以供市場參與者自 我安排他們在遠期市場之業務活動與風險。
- 儘最大可能充分使用 ISO 所控制之輸電系統或市場,以滿足所有市鎮營與民營公用電業之特殊需求。

■改善 ISO 所控制之輸電系統操作效率。

(2)即時市場原則

- 將即時(現貨)市場所需之電量縮至最少,最好僅為一個平衡市場;
- 以競爭性之市場即時電價,吸引足夠之發電競標(包括吸引進口 電力之發電業參與,以反映需求)
- 確保可靠且充足之發電資源供應(遵照調度規則擴大誘因,使即 時市場能夠提供有效之負載);
- 提供透明化之價格資訊;
- 提升電力調度之透明度;
- 確保 ISO 之調度指令能確實反映所有系統資源與限制;
- 減輕區位市場力量之運作。
- 簡化電力系統操作,使即時系統操作負荷減至最低。
- 改善並維持操作所需之備用容量在一小時以內能因應。
- 確保區域間系統控制之相容性。

(3)遠期市場(前一日與前一小時)原則

- 確保足夠之可用容量以因應即時市場之需要;
- 確保最後之調度排程為實際可行(如滿足區域內及區域間之負載 要求與限制);
- 確保最後之調度排程為可操作的(operable)—排程之能量與輸電 區位能實際反映預測規劃,譬如:最後之調度排程應為最接近之 即時規劃案,充足之供應量應與適當之區位分布相一致,
- 將輸電之可用率極大化,並作有效使用;
- 減低系統性與區位性市場力之發生;

區域(Locational Pricing Areas, LPAs)(少於 20 個),其中明確載明每一區域之電力操作瓶頸與限制,以及 LPA 與 LPA 間之電力潮流情況,不是目前所使用之放射狀系統(radial system)。

依 MD2002 方案設計,輸電壅塞管理改革構想在於,全面檢視所有 ISO 控制範圍內每一 LPA 資源之影響,如:(1)LPA 區域限制,(2)LPA 外 之其他輸電網限制,由於每一 LPA 在紓解輸電網路壅塞之作用並不相 同,並不是單純增加 LPA 數目即可解決輸電壅塞問題,因此,必須先確 定調度排程為可行,再決定輸電網路操作模式。 MD2002 方案對輸電壅塞處理規劃提出最佳電力潮流演算法 (Optimal Power Flow algorithm, OPF)與整體輸電網路模式(Full Network Model, FNM),用以調整發電端與售電端間之調度排程,目前 ISO 控制系統內計有 3,000 個匯流排(busses)及 ISO 系統與系統外電力潮流相連之接點,但 OPF 與 FNM 並不是用所有 Busses 來規劃調度排程,而是要集結這些 Busses 成為有利於交易中樞點(trading hubs),並確知電力之需求區(demand zones),以簡化負載排程與結算作業(load scheduling and settlement)。新設計主要鑒於區域內輸電壅塞情況很少發生且成本影響較小,而將區域內與區域間之壅塞情況一併考量,但壅塞處理方式之主要目的在於使交易順利進行。

前置式壅塞處理方法(forward congestion management approach)係採原電力交易所(PX)負責之前一日電力交易市場(day-ahead energy market) 與壅塞處理同時作業(以前作業係採先由 PX 處理電力交易,再交由 ISO 處理壅塞問題之分開作業),以減少 ISO 處理之作業量。

前置式壅塞處理方式之重點在:以市場為基礎計算壅塞處理費用, 先由排程協調者(Schedule Coordinators, SCs)投標競價,以反映 SCs 所願 意支付之壅塞處理費用,而不是目前所使用之限電方式(curtailed),因為 目前方式將會破壞 SCs 已排訂之系統平衡調度排程,新設計即避免此一 繁複作業,而將電力交易與輸電容量限制同時解決。

總之,前置式壅塞處理之設計係由 SCs 針對其所作之發電與負載排程,同時提出電能交易標單(energy bids)與調整標單(adjustment bids),再由 ISO 根據 SCs 所提報之標價解決輸電限制後,始能達成電力交易,在此一架構下,一個系統平衡的排程對每一 SCs 而言,是一項選擇(an Option),不是必要條件。SCs 如想要履行其實體雙邊合約義務,就必須提出極高的輸電使用價格標,才能完成其合約之供電義務,否則,就必須在其他市場(如即時市場或向無輸電限制之其他發電業)採購更高價之電能因應合約要求;另一方面,SCs 可利用此一保證輸電權(Firm Transmission Rights, FTR)來避免因輸電壅塞而引起之風險(如無法履行合約義務之風險)。

(四) 保證輸電權(Firm Transmission Rights)

所謂「保證輸電權」係指擁有輸電網路之優先使用權,使其能確保

前一日市場之交易(包括合約或現貨)得在交易當日不受輸電壅塞影響(如停電與限電),目前用以處理區域間(inter-zonal)輸電壅塞之辦法也是在確保輸電權之運作,亦即系統調度排程之區域介面(inter-zonal interface)係假設電力潮流完全超越 ISO 所控制之系統介面,如此,每單一介面之輸電權(FTR)可用以完全避免輸電壅塞之風險。

在前置式壅塞處理架構下,運用整體輸電網路模式(FNM)必須改變 目前 FTR 之部分設計,使市場參與者能夠避免輸電壅塞所造成之風險。 其改變之主要考量如下:

- 1. 前置式壅塞處理(forward CM)所產生之點對點電價(nodal energy prices)可作為輸電壅塞之處理費用,如此,兩個點間之壅塞費用因 地點不同而異;
- 2. 允許壅塞風險之完全避免,保證輸電權可分為三種:點對點 (point-to-point)之 FTRs (在兩個特定之點間),點對輻聚點 (point-to-hub)間(即任何點與輻聚點間)之 FTR,輻聚點對輻聚點 (hub-to-hub)之 FTR。然而,問題在於:如何決定最佳數目之交易輻聚點,才有利於遠期電力交易、調度排程之進行及輸電壅塞風險之避免?
- 3. 保留目前所使用之前一日 FTRs 的優先排程,但在調度排程上,僅限定在點對點之 FTRs,在此方式下,SCs 需要遞交兩個相關點之系統平衡調度排程;至於點對輻聚點(point-to-hub)以及輻聚點對輻聚點(hub-to-hub)僅能使用在財務上之安排。
- 4. 目前之輸電合約權最好能轉換為新的 FTRs,以配合 ISO 之調度排程作業,這些排程作業程序將提供一個工具箱(tool kit),使目前之輸電合約權擁有者儘可能達到其既有之風險管理目的。

但 FTR 仍有下列問題待解決:

- 1. 在 ISO 之目前 FTRs 體制下, FTRs 擁有者必須在前一日交易市場之 排程內優先使用其 FTRs, 因為這些 FTRs 擁有者不能在前一小時排 程使用其優先之 FTRs。
- 2. FTRs 對相關點對點(point-to-point)之電力交易者才有價值,對於想單純購買 FTRs 者,並不具有價值(亦即其無法從購買 FTRs 中得到輸電壅塞處理費用而獲利,必須與其從事之電能買賣一併使用,以

計算壅塞處理費用)。

- 3. ISO 是否應將全部 FTRs 拍賣?或按一定比例分配給 LSEs? 當壅塞現象發生在 FTRs 擁有者之對方時,其處理費用將由對方負 擔,如發生在本身輸電點上,則可避免此一成本。因此,擁有 FTR 時,可確保其合約或現貨交易如期完成,但何種處理方式,才能 公平並使市場順利進行?仍需仔細研究。
- 4. 是否另創造特定路徑權(path-specific rights)或電力潮流彙集門權 (flowgate rights)¹。但 MD2002 小組認為 FTRs 之設計愈簡易愈好。
- 5. 一個 FTR 之期限究竟多久才是適當?一個月?一年或多年?如果 將 FTR 分為長期與短期的話,那其間之比例如何訂定?也是市場參 與者關心之議題。
- 6. 目前之既有輸電合約應如何轉換為 FTRs?

(五)遠期性現貨市場(Forward Spot Energy Market)

排程協調者(Schedule Coordinators, SCs)在進行電力交易過程中,必須將輸電壅塞情況優先予以處理,通常在前一日市場先遞出不平衡之發電端與需電端標單(supply and demand bids),最有效方式是由 ISO 公佈輸電限制之地點或區位,再由 SCs 針對其最佳排程需求提出報價或標單,此種情況就隱含一個遠期性之現貨市場。此類市場可能將壅塞市場之交易降至最低,而使電力交易儘量以雙邊或多邊合約方式進行。

(六)前一日機組調度餘裕之安排(Residual Day-head Unit Commitment)

機組調度餘裕之設計旨在補充市場參與者在提報其發電與供電排程後之計畫(self-commitment)所呈現之電力不足量,而不是替代自我排程。當 ISO 評估各供電業者之自我排程的資源與其總排程是否滿足所預測之負載需求與區域可靠度要求,並在前一日優先調度排程提出後,機組調度餘裕(RUC)才發生作用。

ISO 在 MD2002 對 RUC 之設計如下:

1. ISO 在前一日市場交易競標作業完畢後,隨即進行 RUC 之競標作, 並完成次日之調度排程。

- 2. ISO 採購 RUC 之目標,係以次日之每一小時負載預測加上備用容量需求後,再減去(1)交易當日電能需求量與輔助服務所需量,(2)對每一小時負載變化之預測漸增量(incremental changes),(3)交易當日預測所需之額外增加之負載量等計算而得。
- 3. RUC之採購包括能量(energy)與未出力之容量(unloaded capacity), 能量部分最高以次日每小時負載預測所得總需求量之95%計算,其 餘5%則包括前一日未得標之機組(扣除列入輔助服務之機組),及已 排入RUC之所有未出力之機組。
- 4. 未出力容量一旦被列入 RUC 內,將可收到一項容量支付,與上述之 Must Offer Obligation 一樣。其計算公式為:

\$MW=(被排入調度排程之成本,MW)—被調度發電之成本,MW) 在 MD02 方案設計架構下,對機組調度餘裕設計之主要考量,並允 許市場參與者在短期市場進行交易之理由如下:

- 由於加州電力市場高度依賴多邊交易,州內發電容量不足以因 應州內用電需求,前一日市場又無機制讓市場參與者提供所需 額外電力。
- 允許電力進口支應即時負載需求,有助於 ISO 提高彈性以因應 即時電需求,並可減輕市場力量之發生。
- 允許多邊參與者參與 RUC 過程,可減輕即時不平衡電力之成本。
- 假如機組一旦被 ISO 列入為前一小時電力生產排程、或輔助服務、或即時不受指揮調度者,即不具備保證啟動與備轉機組(非 負載)之支付資格(亦即不能享有特定時段之價格)。

但市場參與者對此項設計提出許多問題:包括系統實際運作限制之確認,RUC之規範、排程與結算及其正確性,因RUC而多發電機組之處理,及各種執行問題,目前正由ISO評估中。

(七)前一小時市場架構與交易時程之改變

許多市場參與者認為前一小時之交易市場應更接近即時市場,但 ISO 設計團隊認為電力交易應簡化到能處理壅塞與電力交易為主,如太接 近實體市場,則 ISO 必須同時停止輔助性電能競標作業,這可能使 ISO 無法去處理壅塞排程作業。因此,為了系統安全與簡化交易作業程 序,太多之交易時段是不允許處理壅塞問題。

(八)利用整體輸電網路模式實施即時經濟調度

ISO 在 2001 年 1 月所提之輸電壅塞管理改革,主要在促使即時市場之經濟調度,並充分考量輸電壅塞、區域可靠度要求、電力潮流、機組之運轉限制、與不平衡電需求。此一作法旨在產生點對點之即時電價,並結算負載差異據以支付供電者。

(九)因應區域系統可靠度需要,訂定即時市場競價減緩措施

當系統經濟調度資源未能解決區域內壅塞(intra-zonal congestion) 或滿足區域可靠度需求時,就必須訂定即時競價減緩措施(real-time mitigation measures),在 2000 與 2001 年間已發生很多超出 ISO 所能控 制的個案,具有區位市場力量之發電業就利用此一情況將市場現貨市 場價格炒高,如利用逐漸增加發電出力(即控制發電容量)哄抬電價,或 明知 ISO 必須調度其機組而減少出力以升高價格。為消除此種區位市 場力量,有必要訂定類似與 FERC 所採行之價格限制措施。

目前東岸所採行之價格上限管制為 1,000 美元/MWh,這對加州人而言,無疑是不可忍受的,加州 ISO 亦認為不可行,因為以加州目前之發電容量情況,在發電業者炒作下,此一上限幾乎每季皆會發生。因此,加州 ISO 提議躉售市場之價格上限管制(Damage Control Bid Cap, DCBC)應按下列公式計算:

DCBC=Max (\$250/MWh, 3*\$(20*(Monthly Gas Index)+6)/MWh)

說明:本公式採熱耗率達20,000MMBTU/MWh 以上燃氣機組之變動成本, 加上其運維費用6美元/MWh 後之三倍作為價格上限,或以 \$250/MWh 為上限。

加州 ISO 提出此一公式之理由,乃基於此一管制上限可防止市場力量之濫用,並對新機組之投資、遠期合約、及 ISO 即時市場之供需平衡具有鼓勵作用。

(十)競標作業之監視與減緩控制(Bid Screen and Mitigation)

此一制度設計旨在預防市場參與者發生違反公平競爭行為,依據 FERC於 2001年4月26日所發布之命令,係限制賣給公用電業之賣 方(如 IPPs)如參與下列之競價行為,公用電業可不列作基本電價計算:

- 1. 在 ISO 市場標售電力,雖隨機組之出力變化而不同,但不得以 其機組操作特性(包括機組檢修周期、大修或燃料特性)為藉口。
- 2. 參與 ISO 市場之競價,隨著時段不同而有不同之價格,與機組 績效改變或與供電環境(如輸電壅塞或系統情況)之改變無關。

在 FERC 之 4 月 26 日命令規範下,市場參與者如參與上述投標行為,必須受 FERC 之監視,並可能要退回溢收之價金,但此一命令將在 2002 年 9 月 30 日終止,因此,加州 ISO 提出替代方案:「ISO 自動減緩作業程序規範」(ISO Authority Mitigation Procedures (AMP) Specifications)如下表。ISO 所提之自動減緩作業程序,旨在抑制機組調度餘裕市場與 ISO 即時市場之競價行為,並設定價格上限為燃氣機組

成本之一倍,或即時市場結清價格每增加\$50/MWh 時。

ISO 自動減緩作業程序規範

ISO 自 到减级作系在广州电				
	有兩種選擇:			
自動減緩作業程序參考等級	■ 以燃氣機組之發電成本為基礎,而不是以過			
	去之投標紀錄為基礎。			
	■ 以過去之投標紀錄為基礎,不是以燃氣機組			
	成本為基礎。			
	■ 依上述參考等級之門檻競標=參考等級之兩			
自動減緩作業程序門檻	倍(200%)			
	■ 價格影響門檻=min(200% increase,			
	\$50/MWh increase)			
自動減緩作業程序應用範圍	■ 所有參與發電協議之業者及其他有資格決			
	定 ISO 即時市場之結清價格者			

ISO 必須在 FERC 之管制措施將在 2002 年 9 月 30 日到期前,配合辦理下列作業:

一、在配套措施方面:

加州 ISO 認為 MD02 方案不可能在 FERC 之市場力量減緩措施於 2002 年 9 月 30 日前付諸實施,因為無法在期限到臨前能確保電力可足夠供應需求,故必須有相關配套措施來處理輸電壅塞問題與電源之穩定供應,如:

(一) 將目前 ISO 對可用容量(Available Capacity, ACAP)之採購方式改變由供

電業義務負擔,必須有一過渡期讓供電業有所準備。

- (二)改變前一日現貨市場交易型態為長期合交易型態,亦即將前一日市場 (day-ahead market)與遠期合約相結合,據以決定次日之發電排程。
- (三)採行 ISO 前一日之餘裕機組容量(day-head residual unit commitment)與 具有殺傷性之價格上限管制(damage control of price cap)。

一、 在 ISO 之備用容量採購方面:

- (一) 備用容量之過渡轉型設計,儘量朝由負載提供業者(LSEs)長期義務 負擔設計。但在此一過渡期間內,旨在補充容量之不足,而不是要求 LSEs 採購整個備用容量。目前加州 ISO 設計此一過渡轉型期為兩年 (2004年10月1日正式完全由 LSEs 負責備用電力之提供;
- (二) 在轉型過渡期間, ISO 希望保留目前所運用之價格上限管制措施, 但也 提出相關配套措施:
 - 1. 由 ISO 與發電業簽訂合約提供:不管是 ISO 所控制系統內或系統外之發電業,均可透過 ISO 簽訂合約提供備用電力,以因應系統負載需求與區域系統可靠度需求。ISO 可根據其預測之月尖峰負載、發電排程、輸電停電情況、進口電力容量等簽訂以月為基期之合約。
 - 2. 在計算採購備用電力容量時,ISO 可以月尖峰負載容量之 115%, 再減去 ISO 控制區域內之 LSEs 所提供之容量(如公用電業所保有 之機組與汽電共生容量)、保證電力合約、LSEs 或州政府所握有之 其他容量(如州所屬機關擁有之機組)、以及進口電力之容量來計算 採購數量。
 - (三) LSEs 必須每月向 ISO 提報已採購 ACAP 之數量,並確認特定之 ACAP 資源可供 ISO 作前一日排程安排與即時調度之用。
 - (四)在轉型過渡期間,如 LSEs 未能完全採購到所需 ACAP 之義務, 將不會受罰。但他們必須分攤其所短缺 ACAP 之比例的採購成本。
 - (五) ACAP 可能透過競標作業取得,但必須體認此競標在目前競爭環境中,許多月份是不可能達到的,因此,必須對此 ACAP 之採購價格做上限規範。
 - (六)對於 ACAP 之採購,市場參與者有兩種選擇:
 - 1. 未列入雙邊合約之所有可用容量,如欲在 ACAP 市場交易者, 均必須透過競價作業。此一規定與 FERC 所規定必須提供義務

(must-offer obligation)相似,但與目前須支付相對價金之必須提供 義務不同。

- 2. 第二選擇為:自願參與 ISO 之 ACAP 市場競標,但為防止系統 狀況套住 ISO 之調度作業,州管制機構在無人提出競標時,必須 以前一日為基礎統籌規劃所需之 ACAP 資源。
- 3. ACAP 之容量費用(capacity payment)隱含一種系統可用率要求 (availability requirement),如 ACAP 在前一日市場未能由市場參 與者以自我排程(self-scheduled)或自行提供輔助服務(self-provide A/S)方式提供時,必須由 ISO 負責輔助服務、即時市場所需電力 與前一日備用電力機組之容量採購。任何因無可用容量而導致停限電情況,均必須在長期市場設計上予以充分考量與規劃。

電力期貨之避險

一、原理

電力期貨(Electricity Futures)避險的原理與其他商品並無不同。電力購售雙方於公開的交易市場,如紐約商品交易所(New York Mercantile Exchange 簡稱 NYMEX),約定未來某一時間之電價,此價格足以反映雙方期望之利潤,則成交後即鎖定該價錢,雙方可致力於電業經營之改進以提高獲利,而無須擔心電價之波動。

二、空頭避險 (Short Hedge) 及多頭避險 (Long Hedge)

空頭避險係指售電者,如發電公司,為保護未來售出電能之收入穩定而進行之電力期貨出售。售電者對未來售電亦可採取期貨及現貨並售方式,因此未來期貨約定價格如高於現貨價格,則期貨部份之獲利將補貼現貨部份之低價位;反之,未來期貨約定價格如低於現貨價格,則期貨部份之損失將由高價位現貨部份補貼。因此,期貨及現貨可互為交叉補貼,以為避險。

同樣地,多頭避險係指購電者,如配售電公司,為保護未來取得電能所需 之支出穩定而進行之電力期貨採購。一般購電者對未來購電採取期貨及現貨並 進方式,引此未來現貨格如高於期貨約定價格,則期貨部份之獲利將補貼貨部 份之高價位;反之,未來獲價格如低於期貨約定價格,則期貨部份之損失將由 低價位現貨部份補貼。因此,期貨集及現貨可互為交叉補貼,以為避險。 此外,上述二者可相互進行,稱為交叉避險 (Cross Hedge)。對於既有購電與售電雙重身份者,如電力行銷商 (Power Marketer) 獲電力經紀商 (Power Broker),既可進行多頭避險,亦可進行空頭避險,兩頭並進,以為運用。因此,多頭避險可以說是消費者為了防止價格上漲所設計者,而空頭避險可以說是生產者為防止價格下跌而設計。

三、期貨與遠期契約 (Forward contract) 之差異

除了期貨交易外,上有遠期契約之交易方式。期貨功能與遠期契約雖然非 常類似,唯二者仍有相當之差異,例如:

- (1)期貨交易發生於公開交易市場,交易所負責結算及所有的交易信用。而遠期契約則發生於購售雙方直接交易,交易信用較難維持。
- (2) 期貨交易有標準合約格式;遠期契約則無。
- (3) 期貨交易於合約到其前可於公開市場再次買賣,交易靈活;而遠期 契約解約較為麻煩。
- (4) 期貨買賣雙方均須向交易所繳交保證金,以為履約之用。遠期契約 之保證金,則由買賣雙方約定。
- (5) 期貨可再搭配選擇權交易,分散風險。
- (6) 期貨交易僅有 1% 至 3% 有實際實物交割,其餘 98% 可能在合約到期 前就已平倉。
- (7)期貨交易交易既發生於公開市場,任何法人或自然人皆可買賣,容易造成價格波動,予人投資獲利如賭場之不良印象。

由於期貨市場已建立並實際運作,且可參與之人數甚多,可預計未來之期貨市場將較遠其契約活絡。

電力期貨選擇權

由於期貨交易,僅具買或不買、賣或不賣等交易,選擇的彈性不大, 因此漸有期貨選擇權(Option on Futures 簡稱選擇權)的出現。其特色 在於僅需付出少許的權利金,便擁有選擇買或不買及以何種價格買賣的權 利,提供交易者更多的選擇機會。選擇權經常被比喻成買保險,種類繁多, 任君選擇。如所週知,一個人買保險時,可選擇長期或短期,意外或疾病, 保險額高或低等等,不同的保險有不同的費率。對人而言,購買保險,不 諦是對人生的一種風險管理。選擇權便是在類似保證制度下,於最近一、 二十年興起的衍生性商品。而電力成為選擇權交易商品,更是在1990年代 電力自由化的思潮興起後,於1996年才開始逐步實行的新交易制度。

一、原理

於說明選擇權原理前,我們先解釋一些常用的術語。

- (1) 買(Buy)或買方:買一個選擇權的意思,以行使其選擇的權利。 就像買一個保險一樣。
- (2) 賣(Sell)或賣方:賣一個選擇權的意思。就像保險公司賣一個保險一樣。
- (3) 買權 (Call): 擁有買入的權利。
- (4) 賣權 (Put): 擁有賣出的權利。
- (5) 權利金(Premium): 買方於繳付賣方某一金額(即權利金時), 即視為買入一個選擇權。買方擁有其實現買權之權利。賣方收 入此權利金後,須盡其義務。權利金如同保險之保費。
- (6) 履約價格(Strike Price):選擇履約的價格。同一期貨選擇權 有數個履約價格可供客戶選擇,不同的履約價格有不同的權利 金。

根據上述買、賣、買權、賣權,可以變化成四種情況,即:

情況 A: 買一個買權 (Buy a Call)

情況A:賣一個買權(Sell a Call)

情況 A: 買一個買權(Buy a Put)

情況A:賣一個賣權(Sell a Put)

買一個買權時(情況 A),相對的就有人賣一個買權(情況 B),而買賣成交;就如同買一個保險時,就有人賣一個保險。同樣地。買一個賣權時(情況 C),就有人賣一個賣權(情況 D)。至於權利金如何計算,就如同保險費如何計算一樣,屬精算範圍。

雙邊合約主合約範本 (詳如附錄)

購售電主契約 (MASTER POWER PURCHAES AND AGREEMENT), 其內容包括:

- 一般名詞與條件 (GENERAL TERMS AND CONDITIONS)
- 第一條:一般定義 (ARTICLE ONE: GENERAL DEFINITIONS)
- 第二條: 交易條件 (ARTICLE TWO: TRANSACTION TERMS AND CONDITIONS)
 - 2.1 交易 (Transactions)
 - 2.2 指導名詞 (Governing Terms)
 - 2.3 確認 (Confirmation)
 - 2.4 額外確認名詞 (Additional Confirmation Terms)
 - 2.5 記錄 (Recording)
- 第三條:義務與交付 (ARTICLE THREE: OBLIGATIONS TERMS AND CONDITIONS)
 - 3.1 賣方及買方之義務 (Seller's and Buyer's Obligations)
 - 3.2 翰電及排程 (Transmission and Scheduling)
 - 3.3 不可抗力 (Force Majeure)
- 第四條:交付/受領不履行之損害賠償(ARTICLE FOUR: EMEDIES FOR FAILURE TO DELIVER/RECEIVE)
 - 4.1 膏方不履行時 (Seller Failure)
 - 4.2 買方違約不履行時 (Bywer Failure)
- 第五條: 違約事件;損害賠償(ARTICLE FIVE: EVENTS OF DEFAULT; REMEDIES)
 - 5.1 違約事件 (Events of Default)
- 5.2 提前終止日之宣布及結算金額之計算 (Declaration of an Early Termination Date and Calculation of Settlement)
 - 5.3 結算金額之淨額 (Net Out of Settlement Amounts)
 - 5.4 終止支付之付款通知 (Notice of Payment of Termination Payment)
- 5.5 終止付款之相關爭議 (Disputes with Respect to Termination payment)
 - 5.6 停業清算 (Closeout Setoffs)
 - 5.7 暫停履約 (or 履約終止) (Suspension of Performance)
- 第六條:付款及抵銷(PAYMEMT AND NETTING)
 - 6.1 請款期間 (Billing Period)
 - 6.2 即時付款 (Timeliness of payment)
 - 6.3 發票爭議及調整 (Disputes and Adjustments of Invoices)

- 6.4 付款之抵銷 (Netting of Payment)
- 6.5 無抵銷之付款義務 (payment Obligation Absent Netting)
- 6.6 擔保(Security)
- 6.7 選擇權付款 (Payment for Options)
- 6.8 交易抵銷 (Transaction Netting)

第七條:責任上限(LIMITATIONS)

7.1 賠償、責任及損害上限 (Limitation of Remedies, Liability and Damages)

第八條:信用及抵押規定 (CREDIT AND COLLATERAL REQUIREMENTS)

- 8.1 甲方信用保金 (Party A Credit Protection)
- 8.2 乙方信用保金 (Party B Credit Protection)
- 8.3 擔保利息/賠償授予 (Grant of Security Interest/Remedies)

第九條:政府規費(GOVERNMENTAL CHARGES)

- 9.1 合作(Cooperation)
- 9.2 政府規費 (Governmental Charges)

第十條:雜項條款(或譯其他)(MISCELLANEOUS)

- 10.1 主契約名詞 (Term of Master Agreement)
- 10.2 代表及保證 (Representations and Warranties)
- 10.3 所有權及虧損風險 (Title and Risk of Loss)
- 10.4 第三人補償(Indemnity)
- 10.5 契約轉讓 (Assignment)
- 10.6 準據法 (Governing Law)
- 10.7 通知 (Notices)
- 10.8 一般條款 (General)
- 10.9 查核(Audit)
- 10.10 遠期契約 (Forward Contract)
- 10.11 保密條款 (Confidentiality)

M 排程:政府機關或公營電力系統

(SCHEDULE M: GOVERNMENTAL ENTITY OR PUBLIC POWER SYSTEMS)

P排程:產品及相關定義

(SCHEDULE P: PRODUCT AND RELATED DEFINITIONS)

附件 A: 確認書 (EXHIBIT A: CONFIRMATION LETTER)

第四章 結論與建議

結論

一、電業自由化理論之探討與先進國家電業改革經驗

在電業自由化理論探討部分,傳統經濟學者認為,當產業具有規模經濟與範疇經濟(Economies of scale, Economies of scope)特性時,由受管制的獨占業者經營能避免社會資源的浪費,且其生產會比由多家競爭廠商經營更有效率。但這樣的看法在近年來逐漸受到挑戰,其主要的原因包括:

- (一)功能性分離:在公用事業的功能性分離觀念逐漸發展下,一般認為, 讓公用事業中具有自然獨占特質的網路業者,同時經營產業中具有潛 在競爭性的部門並不適宜,應讓具競爭性部門自由競爭。
- (二)科技的發展:隨著時代發展,過去因科技因素,必須將電力事業以垂直整合型態經營的理由已失去其正當性。隨著數位科技之發展,各種即時報價與計價系統以及獲取市場與輸電網路調度資訊系統的發展,使得不同層級之部門間的交易變成可能。
- (三)管制革新:管制革新並不意味政府不再有任何的管制,而是盡量減少 對廠商行為的限制,使市場機能能夠充分發揮。政策的重點則在於制 度的設計,以及監督管制革新之廠商行為,避免不公平競爭;因此, 競爭政策亦是管制革新後所該關注的焦點。

另外為瞭解先進國家在電業自由化下的電業市場發展,以收他山之石的效果,本研究乃針對目前備受矚目的幾個先進國家,包括英國、美國、澳洲、紐西蘭等,蒐集整理其在電業自由化前後的市場發展以及管理架構的變遷,並根據這些先進國家經驗提供未來國內電業自由化方向之研擬參考。

二、自由化下先進國家電力市場交易制度模式

(一)英國

英國所採行強制電力池方式,有促使業者為能進入排程而彼此競爭、所有的電力交易皆集中管理,經由電力交易負責機構撮合所有電力交易,複雜性較低,較易達成維持供電品質及可靠度的目的等優點。然而此交易制度亦有價格由供給面競標決定,缺乏需求面的參與、發電業者之最高投標價格為市場價格,並非基於實際運轉成本的考量,無法反映電廠實際運轉成本、競標與價格決定過程過於複雜等缺點,因此Ofgem於1999年7月提出NETA,NETA係立基於發電業者、配售電業者、消費者間雙邊交易,希望引進需求端參與

電力池競標,而且電力池價格不再以 SMP 計算,而以所提報之價格計算。

(二)美國

- 1. 加州:電力交易採取「用戶直購的雙邊實質契約」(直購)與「電力池」混合的制度,故為自願性電力池。因為如遇競爭性不足時,採強制電力池方式有可能促使發電業者共同抬高價格,因此美國加州採雙邊合約,使投標者不易猜測對手的競爭策略,以避免聯合抬價行為的產生。對於發生壅塞的輸電線路,係透過競標的方式解決,優先使用者必須支付壅塞費用。ISO無法揭露節點價格資訊,但排程協調者會將其所支付的壅塞費用反應在區域之電能交易價格中。
- 2. PJM: PJM 電力市場的最大特色在於其雙邊合約所形成之自由競爭方式,此一市場架構之所以為參與者喜愛,其原因有二:第一,電力期貨能以多種方式自由組成,藉彼此競爭使市場結構執行上的問題能得到最佳解決;第二,遠期市場使 ISO 能藉市場紀律使業者自然因應消費者之需求。另一特色是其對輔助服務與輸電系統壅塞之解決方式簡單清楚,不像加州那麼複雜。

(三)澳洲

在澳洲,發電端採於前一日提報隔日十波段之競價資料,並不得任意修改 競標價格之報價方式,搭配五分鐘後即時市場的設計,每一交易時段內進行 六次調度排程修正,並由發電業者自行決定機組發電調度順序,給予發電業 者極大的營運彈性,一來可有效消除發電業者策略性報價之誘因,避免人為 哄抬電價的問題;再者可充分反應實際電力供需變化及輸配電線路限制與壅 塞情形,俾傳達正確之價格訊號,引導電力資源之配置;除此之外,尚可簡 化報價程序,降低電力市場運作與系統處理之複雜性,以降低交易成本。

三、我國電業自由化後之電力市場架構及交易制度

(一) 行政院版電業法修正草案之探討

雖然電業法修正草案的基本精神是引進市場競爭機制,但對於如何落實與執行卻付諸闕如,這將使未來市場的運作產生許多的問題。基本上,整個問題可分成5個部分:1. 電力調度中心與電力交易所之關係;2. 發電市場之競爭機制;3. 輸配電網路開放之衍生問題;4. 用戶選擇權與售電業開放問題;5.其他相關問題,如管制機構之建立、能源配比政策之執行等。

(二)未來發電市場競爭機制應考量之因素及市場架構

針對上述電業法的問題,在進行未來電力市場之設計時,應注意下列因素:

- 1. 價格資訊的公開
- 2. 引進市場競價機制
- 3. 遠期合約與期貨合約之建立
- 4. 市場開放的個數
- 5. 台灣輸電網路可靠度與壅塞管理

為避免對未來電力市場運作模式產生爭議,本研究將以電業法修正草案為基礎,加入市場運作時必要的功能,以使未來市場的運作能更為完善。

在本研究所言題之事場架構下,競爭機制係以實質雙向合約與集中競價現貨市場並行為主。市場參與者包括參與雙向合約及競價之機組為屬綜合電業(如台電公司與新設立之其他綜合電業)、未與台電公司簽訂 PPA 之新設置獨立發電業、自備發電機及再生能源業者。直供用戶則可從台電或獨立發電業(未與台電簽訂 PPA 者)直接引電而不參與競價。

(三)發電市場競爭分析與競爭策略

另外在有關未來發電市場中的競爭策略及競爭分析方面,可從幾個角度來 探討:

- 1. 市場競爭機制:本研究計畫在兼顧考量電業法修正草案之基本架構,以 及建立發電市場之競爭機制等因素,設計出一套適合目前的過渡階段市 場交易型態,並希望以此為基礎,逐漸發展一個全面競爭的市場。
 - (1) 市場競爭程度

在允許實質雙邊合約下,發電業者可直接尋找具有用戶選擇權之 用戶,而用戶也可選取電價相對較低的發電業者。透過非公開性 的競價過程,成本較低的發電業者自然能得到銷售電能的機會; 另外對於沒有簽訂雙邊合約的業者,也可在集中競價之現貨市場 中,獲得一個公開競價的機會。在此一競爭機制設計下,希望能 達到市場電力系統最佳經濟調度之目標。

(2) 對用戶的影響

在本研究之方案設計下,由於享有用戶選擇權的大用戶是發電業 者簽訂雙邊合約的對象,因此,對於大用戶而言相對有利;但對 於小用戶而言,可能就必須面臨現貨市場價格波動的風險。

(3) 未來市場發展性

對於市場之潛在參與者而言,若擁有購電選擇權之用戶都已經與 既有發電業者簽訂雙邊合約,其將被迫進入集中競價之現貨市 場,如此在現貨價格波動較大的情況下,業者之投資決策可能會 趨於保守,這也將不利於未來市場的發展。

2. 能源配比對市場競爭的影響:基本上,能源配比政策乃是政府希望透過強制性的命令,而達成推廣高效率與潔淨能源的政策目標,但這樣的強制性命令方式,對於整個社會資源的配置上,事實上可能會產生扭曲的問題,並會影響到市場參與者間的競爭關係。但不論如何,在配合政府政策的基本前提之下,綜合電業或發電業者都必須尋求對自己最有利的方式,來執行能源配比政策。而從前文對各執行方式的比較,雖然第二個方式在進行上會相對複雜,但對於未來市場的競爭影響也會相對減輕,值得未來主管機關做進一步的詳細規劃。

四、未來電力市場架構下相關問題探討

(一)市場開放後綜合電業供電義務履行問題

- 1. 綜合電業、配電業之區域重疊可能產生之供電義務履行問題:從輸配電網路的計價原則來看,為確保輸配電網路不會產生過度投資的現象,輸配電費率的收費基礎,必須是在確保所有的網路投資都是最符合經濟效率的原則下,才允許其回收,紐西蘭的最適剝削成本法(Optimal Deprival Valuation,ODV)就充分的表達這樣的概念。因此,若同時存在兩套的配電線路,則其成本的回收必然會產生問題,這對消費者或是業者而言,將會產生雙輸的局面。
- 2. 開放輸電網路與用戶選擇權後,對綜合電業所產生之公平競爭與供電義務問題:依據電業法修正草案之精神,要求綜合電業或配電業負擔供電義務之目的,乃在於確保所有的用戶在電業自由化之後,仍然能滿足其電能需求,而並非要加諸綜合電業或配電業不公平的負擔,此與英國的「最後供電依靠」(Supplier of Last Resort, SOLR)的作法相同。但不論如何,賦予綜合電業或配電業供電義務的同時,要確保其不致因此而產生損失或需面對不公平競爭的現象,以免發生類似加州電業自由化的失敗經驗。

(二)用戶選擇權開放規劃

在規劃未來用戶選擇權開放時,必須考量下列因素:

1.技術、設備的配合:用戶選擇權的開放必須要有相關技術與設備的配合,包括智慧型電表及相關電腦軟體的使用等。

- 2.成本效益的考量:開放時程與幅度的決定必須經過成本效益的評估。 例如即使目前國內已經開始智慧型電表的研發,但在尚未量產之前, 其成本必然會相當高,因此,開放的範圍就不宜太大。從英國的開放 經驗來看,一般用戶因用戶選擇權開放所能獲得的效益有限,因此, 若智慧型電表成本過高,必然不適宜全面開放。
- 3.國內市場環境的考量:用戶選擇權開放的前提是供電市場已經具有相當的競爭程度。就目前電力市場的發展來看,民營電廠與台電公司之間的競爭有限,即使全面開放用戶選擇權也沒有實質上的意義。
- 4.售電市場的配合:從國外經驗來看,用戶選擇權通常是與售電市場的 開放結合,如此對一般用戶而言才有保障。因此在售電市場尚未具備 之前,也不宜全面開放。

(三) 自用發電設備餘電躉售之探討

針對自用發電設備於電躉售問題,首先需評估優惠措施應否繼續施行。 當時政府推廣汽電共生的目的,在於提高能源使用效率、舒緩電力不足之窘 境、促進電源多元化目標、降低汽電共生廠商之生產成本、培養與建立國內 製造汽電共生設備之能力等,而在經過時空的轉換後,從今日的角度來看, 提高能源使用效率、促進電源多元化仍為重要之能源政策,而尖峰時段電力 不足的窘境也依舊存在,因此,汽電共生的優惠措施似仍有存在的必要。

但在未來的自由化市場架構下,優惠措施的施行並不宜由台電公司負責,可以透過其他的方式來解決。首先就餘電躉購的問題來看,並非一定要經由台電公司才能執行。在未來的電力市場中,電力調度中心負責所有電力的交易與調度,因此,由電力調度中心來負責這項業務,將會較為合宜。

(四)輔助服務之計價方式

在過去的電力市場中,台電公司負責全島的電力供應,因此所有的輔助服務也都是由台電的機組提供,而由於其具有強制性提供的特質,導致在輔助服務的計價上都是以實際發生成本為基礎,而在面臨電業自由化之際,輔助服務的計價方式可能會趨向多元化發展。從國外經驗來看,一般而言,輔助服務的計價除了以基本成本為基礎外,尚可透過競標的方式,而以服務提供之價值為基礎(value-based),或經由電力調度中心與服務提供者的雙邊協商訂定契約提供。

就一般性的原則來看,輔助服務的計價應該都是以反應成本為基礎(cost reflective),以實際或估計之發生成本,或發電業為提供服務而產生之成本為計價之依據,而未來國內電力系統之輔助服務計價也將以此為基礎。

- 1. 備轉容量:在備轉容量之計價原則方面,備轉容量的價格決定上,應符合反應成本的概念,由電力調度中心與有意提供備轉容量之業者簽訂合約。
- 2. 電壓支援:無效電力的計價應考量下列之項目:(1)提供無效電力之變動成本,包括因提供無效電力而產生的額外熱能耗損、因提供無效電力而產生的維護成本;(2)任何因生產無效電力而產生的有效電能必須由電力調度中心依市場結清價格收購;(3)發電機組為達到同步狀態而產生的成本也必須納入計算。
- 3. 頻率控制:在頻率控制的計價原則方面,將來必須由電力調度中心決定 所需的頻率控制容量,並由願意且有能力提供頻率控制的機組競標,在 最小成本的原則下,由電力調度中心與得標的機組簽約。電力調度中所 需支付的價格則為得標機組的投標價格。
- 4. 全黑啟動:在全黑啟動的計價原則上,主要應包含兩個項目,一為容量費率;一為能量費率。由於全黑啟動合約屬於長期合約(通常為一年),而得標者必須確保其發電機組隨時可供調度,因此電力調度中心必需支付得標者容量費率;另外當系統崩潰,電力調度中心指示得標者的全黑啟動機組併聯發電時,電力調度中心並需依據全黑啟動機組的實際發電量,支付能量費率,這些項目都必須在全黑啟動合約上載明。

建議

- (一)、目前之電業法,台電仍維持綜合電業,故輸電網路仍屬於台電,在 ISO 未成立前,將來輸電費用,需將輸電成本、實際傳輸之能量費用 與預留之容量費用須一併考量,目前對於 co-gen、大用戶之備用容 量之計費費率應予提高才合理,如此可避免預留太多之容量,而限制 其餘欲使用能量用戶之申請。台電如採區域計價方式,式時,應一併 考慮採用單一系統計價(345kv~11.4/22.8kv)或採分壓方式計價何者 較佳。
- (二)、台電目前依電業法維持綜合電業,如台灣電力業進入競爭市場時,台電應依垂直整合模式,有關機組特性、效率、發電成本等評估作業應儘速完成,屆時再配合負載預測量與模式、電力代輸收費標準等因

素,依政府訂定之競爭規則提出一套參與市場競價策略。

- (三)、台電與 IPP 或 CO-GEN 所訂之契約,將來市場開放後,如政府成立一公營之獨立調度與交易中心時,台電與 IPP 或 CO-GEN 簽訂長期之合約,可考慮即時市場之平均價來議價較能符合公平原則。因台電為綜合電業時,配電業仍屬於台電,當負載為負成長時,如用固定價格購電風險過大,屆時考慮成本起見,惟有調高電價才能避免虧損。
- (四)、在考慮國家整體資源之有效運用與電力市場效率之提昇。將來電業自由化之架構設計,應採整合模式較佳。如何界定系統獨立運轉者之角色與定位?使市場參與者毫無疑慮的投入競爭市場。此自由化機制之設計可參考國外之例子,但絕對不可採用移植之做法。需考慮目前整個電力市場與系統之現狀,如 IPP、COGEN 與台電合約問題、各種不同燃料機組競價策略制訂等,再加以修正或訂定可行之短期與長期配套措施。

MASTER POWER PURCHASE AND SALES AGREEMENT

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MASTER POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

This Master Power Purchase and Sale Agreement ("M	aster Agreement") is made as of the following	
date: ("Effective Date"). The	Master Agreement, together with the exhibits,	
schedules and any written supplements hereto, the Party	A Tariff, if any, the Party B Tariff, if any, any	
designated collateral, credit support or margin agreem		
and all Transactions (including any confirmations accep		
be referred to as the "Agreement." The Parties to this	Master Agreement are the following:	
Name ("" or "Party A")	Name ("Counterparty" or "Party B")	
All Notices:	All Notices:	
Street:	Street:	
City:Zip:	City:Zip:	
Attn: Contract Administration	Attn: Contract Administration	
Phone:	Phone:	
Facsimile:	Facsimile:	
Duns:	Duns:	
Federal Tax ID Number:	Federal Tax ID Number:	
Invoices:	Invoices:	
Attn:	Attn:	
Phone:	Phone:	
Facsimile:	Facsimile:	
Scheduling:	Scheduling:	
Attn:	Attn:	
Phone:	Phone:	
Facsimile:		
Payments:	Payments:	
Attn:	Attn:	
Phone:	Phone:	
Facsimile:	Facsimile:	
Wire Transfer:	Wire Transfer:	
BNK:	BNK:	
ABA:	ABA:	
ACCT:	ACCT:	
Credit and Collections:	Credit and Collections:	
Attn:	Attn:	
Phone:	Phone:	
Facsimile:	Facsimile:	
With additional Notices of an Event of Default or	With additional Notices of an Event of Default or	
Potential Event of Default to:	Potential Event of Default to:	
Attn:	Attn:	
Phone:	Phone:	
Facsimile:	Facsimile:	

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tanii Tanii		Dated	Docket Number
Party B Tariff Tariff		Dated	Docket Number
Article Two			
Transaction Terms and Conditions	[] O _f	otional provision in Section 2.4	If not checked, inapplicable.
Article Four			
Remedies for Failure to Deliver or Receive	[] Ac	ccelerated Payment of Damage	s. If not checked, inapplicable.
Article Five	[] Cr	oss Default for Party A:	
Events of Default; Remedies	[] Pa	rty A:	Cross Default Amount \$
	[] Ot	her Entity:	Cross Default Amount \$
	[] Cr	oss Default for Party B:	
	[] Pa	rty B:	Cross Default Amount \$
	[] Ot	her Entity:	Cross Default Amount \$
	5.6 C	Closeout Setoff	
	[]	Option A (Applicable if no c	other selection is made.)
	0		ave the meaning set forth in the specified as follows:
	()	Option C (No Setoff)	
Article 8	8.1 <u>P</u>	arty A Credit Protection:	
Credit and Collateral Requirements	(a)	Financial Information:	
		[] Option A [] Option B Specify [] Option C Specify	·-
	(b) Credit Assurances:	
		[] Not Applicable [] Applicable	
	(c)	Collateral Threshold:	
		[] Not Applicable [] Applicable	

If applicable, complete the following:				
Party B Collateral Threshold: \$; provided, however, that Party B's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party B has occurred and is continuing.				
Party B Independent Amount: \$				
Party B Rounding Amount: \$				
(d) Downgrade Event:				
[] Not Applicable [] Applicable				
If applicable, complete the following:				
[] It shall be a Downgrade Event for Party B if Party B's Credit Rating falls below from S&P or from Moody's or if Party B is not rated by either S&P or Moody's				
[] Other: Specify:				
(e) Guarantor for Party B:				
Guarantee Amount:				
8.2 Party B Credit Protection:				
(a) Financial Information:				
[] Option A				
[] Option B Specify:				
[] Option C Specify:				
(b) Credit Assurances:				
[] Not Applicable				
[] Applicable				
(c) Collateral Threshold:				
[] Not Applicable				
[] Applicable				
If applicable, complete the following:				
Party A Collateral Threshold: \$; provided, however, that				
Party A's Collateral Threshold shall be zero if an Event of Default or				
102				

	Party A Independent Amount: \$ Party A Rounding Amount: \$ (d) Downgrade Event:		
	[] Not Applicable [] Applicable		
	If applicable, complete the following:		
	[] It shall be a Downgrade Event for Party A if Party A's Credit Rating falls below from S&P or from Moody's or if Party A is not rated by either S&P or Moody's [] Other:		
	Specify:		
	Guarantee Amount:		
Article 10			
Confidentiality	[] Confidentiality Applicable If not checked, inapplicable.		
Schedule M			
	[] Party A is a Governmental Entity or Public Power System		
	[] Party B is a Governmental Entity or Public Power System		
	[] Add Section 3.6. If not checked, inapplicable		
	[] Add Section 8.6. If not checked, inapplicable		
Other Changes	Specify, if any:		

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the date first above written.

Party A Name	Party B Name
Ву:	Ву:
Name:	Name:
Title:	Title:

DISCLAIMER: This Master Power Purchase and Sale Agreement was prepared by a committee of representatives of Edison Electric Institute ("EEI") and National Energy Marketers Association ("NEM") member companies to facilitate orderly trading in and development of wholesale power markets. Neither EEI nor NEM nor any member company nor any of their agents, representatives or attorneys shall be responsible for its use, or any damages resulting therefrom. By providing this Agreement EEI and NEM do not offer legal advice and all users are urged to consult their own legal counsel to ensure that their commercial objectives will be achieved and their legal interests are adequately protected.

GENERAL TERMS AND CONDITIONS

ARTICLE ONE: GENERAL DEFINITIONS

- 1.1 "Affiliate" means, with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.
 - 1.2 "Agreement" has the meaning set forth in the Cover Sheet.
- 1.3 "Bankrupt" means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.
- 1.4 "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.
- 1.5 "Buyer" means the Party to a Transaction that is obligated to purchase and receive, or cause to be received, the Product, as specified in the Transaction.
- 1.6 "Call Option" means an Option entitling, but not obligating, the Option Buyer to purchase and receive the Product from the Option Seller at a price equal to the Strike Price for the Delivery Period for which the Option may be exercised, all as specified in the Transaction. Upon proper exercise of the Option by the Option Buyer, the Option Seller will be obligated to sell and deliver the Product for the Delivery Period for which the Option has been exercised.
 - 1.7 "Claiming Party" has the meaning set forth in Section 3.3.

- 1.8 "Claims" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.
 - 1.9 "Confirmation" has the meaning set forth in Section 2.3.
- 1.10 "Contract Price" means the price in \$U.S. (unless otherwise provided for) to be paid by Buyer to Seller for the purchase of the Product, as specified in the Transaction.
- 1.11 "Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace a Terminated Transaction; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of a Transaction.
- 1.12 "Credit Rating" means, with respect to any entity, the rating then assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issues rating by S&P, Moody's or any other rating agency agreed by the Parties as set forth in the Cover Sheet.
- 1.13 "Cross Default Amount" means the cross default amount, if any, set forth in the Cover Sheet for a Party.
 - 1.14 "Defaulting Party" has the meaning set forth in Section 5.1.
- 1.15 "Delivery Period" means the period of delivery for a Transaction, as specified in the Transaction.
- 1.16 "Delivery Point" means the point at which the Product will be delivered and received, as specified in the Transaction.
 - 1.17 "Downgrade Event" has the meaning set forth on the Cover Sheet.
 - 1.18 "Early Termination Date" has the meaning set forth in Section 5.2.

- 1.19 "Effective Date" has the meaning set forth on the Cover Sheet.
- 1.20 "Equitable Defenses" means any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain same may be pending.
 - 1.21 "Event of Default" has the meaning set forth in Section 5.1.
- 1.22 "FERC" means the Federal Energy Regulatory Commission or any successor government agency.
- "Force Majeure" means an event or circumstance which prevents one Party from performing its obligations under one or more Transactions, which event or circumstance was not anticipated as of the date the Transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer's markets; (ii) Buyer's inability economically to use or resell the Product purchased hereunder; (iii) the loss or failure of Seller's supply; or (iv) Seller's ability to sell the Product at a price greater than the Contract Price. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Product to be delivered to or received at the Delivery Point and (ii) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred. The applicability of Force Majeure to the Transaction is governed by the terms of the Products and Related Definitions contained in Schedule P.
- 1.24 "Gains" means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of a Terminated Transaction, determined in a commercially reasonable manner.
- 1.25 "Guarantor" means, with respect to a Party, the guarantor, if any, specified for such Party on the Cover Sheet.

- 1.26 "Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.
- 1.27 "Letter(s) of Credit" means one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody's, in a form acceptable to the Party in whose favor the letter of credit is issued. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.
- 1.28 "Losses" means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of a Terminated Transaction, determined in a commercially reasonable manner.
 - 1.29 "Master Agreement" has the meaning set forth on the Cover Sheet.
 - 1.30 "Moody's" means Moody's Investor Services, Inc. or its successor.
- 1.31 "NERC Business Day" means any day except a Saturday, Sunday or a holiday as defined by the North American Electric Reliability Council or any successor organization thereto. A NERC Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.
 - 1.32 "Non-Defaulting Party" has the meaning set forth in Section 5.2.
- 1.33 "Offsetting Transactions" mean any two or more outstanding Transactions, having the same or overlapping Delivery Period(s), Delivery Point and payment date, where under one or more of such Transactions, one Party is the Seller, and under the other such Transaction(s), the same Party is the Buyer.
- 1.34 "Option" means the right but not the obligation to purchase or sell a Product as specified in a Transaction.
- 1.35 "Option Buyer" means the Party specified in a Transaction as the purchaser of an option, as defined in Schedule P.

- 1.36 "Option Seller" means the Party specified in a Transaction as the seller of an option, as defined in Schedule P.
- 1.37 "Party A Collateral Threshold" means the collateral threshold, if any, set forth in the Cover Sheet for Party A.
- 1.38 "Party B Collateral Threshold" means the collateral threshold, if any, set forth in the Cover Sheet for Party B.
- 1.39 "Party A Independent Amount" means the amount, if any, set forth in the Cover Sheet for Party A.
- 1.40 "Party B Independent Amount" means the amount , if any, set forth in the Cover Sheet for Party B.
- 1.41 "Party A Rounding Amount" means the amount, if any, set forth in the Cover Sheet for Party A.
- 1.42 "Party B Rounding Amount" means the amount, if any, set forth in the Cover Sheet for Party B.
- 1.43 "Party A Tariff" means the tariff, if any, specified in the Cover Sheet for Party A.
- 1.44 "Party B Tariff" means the tariff, if any, specified in the Cover Sheet for Party B.
- 1.45 "Performance Assurance" means collateral in the form of either cash, Letter(s) of Credit, or other security acceptable to the Requesting Party.
- 1.46 "Potential Event of Default" means an event which, with notice or passage of time or both, would constitute an Event of Default.
- 1.47 "Product" means electric capacity, energy or other product(s) related thereto as specified in a Transaction by reference to a Product listed in Schedule P hereto or as otherwise specified by the Parties in the Transaction.
- 1.48 "Put Option" means an Option entitling, but not obligating, the Option Buyer to sell and deliver the Product to the Option Seller at a price equal to the Strike Price for the Delivery Period for which the option may be exercised, all as specified in a Transaction. Upon proper exercise of the Option by the Option Buyer, the Option Seller will be obligated to purchase and receive the Product.

- 1.49 "Quantity" means that quantity of the Product that Seller agrees to make available or sell and deliver, or cause to be delivered, to Buyer, and that Buyer agrees to purchase and receive, or cause to be received, from Seller as specified in the Transaction.
 - 1.50 "Recording" has the meaning set forth in Section 2.4.
- 1.51 "Replacement Price" means the price at which Buyer, acting in a commercially reasonable manner, purchases at the Delivery Point a replacement for any Product specified in a Transaction but not delivered by Seller, plus (i) costs reasonably incurred by Buyer in purchasing such substitute Product and (ii) additional transmission charges, if any, reasonably incurred by Buyer to the Delivery Point, or at Buyer's option, the market price at the Delivery Point for such Product not delivered as determined by Buyer in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Buyer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Seller's liability. For the purposes of this definition, Buyer shall be considered to have purchased replacement Product to the extent Buyer shall have entered into one or more arrangements in a commercially reasonable manner whereby Buyer repurchases its obligation to sell and deliver the Product to another party at the Delivery Point.
- 1.52 "S&P" means the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor.
- 1.53 "Sales Price" means the price at which Seller, acting in a commercially reasonable manner, resells at the Delivery Point any Product not received by Buyer, deducting from such proceeds any (i) costs reasonably incurred by Seller in reselling such Product and (ii) additional transmission charges, if any, reasonably incurred by Seller in delivering such Product to the third party purchasers, or at Seller's option, the market price at the Delivery Point for such Product not received as determined by Seller in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Seller be required to utilize or change its utilization of its owned or controlled assets, including contractual assets, or market positions to minimize Buyer's liability. For purposes of this definition, Seller shall be considered to have resold such Product to the extent Seller shall have entered into one or more arrangements in a commercially reasonable manner whereby Seller repurchases its obligation to purchase and receive the Product from another party at the Delivery Point.

- 1.54 "Schedule" or "Scheduling" means the actions of Seller, Buyer and/or their designated representatives, including each Party's Transmission Providers, if applicable, of notifying, requesting and confirming to each other the quantity and type of Product to be delivered on any given day or days during the Delivery Period at a specified Delivery Point.
- 1.55 "Seller" means the Party to a Transaction that is obligated to sell and deliver, or cause to be delivered, the Product, as specified in the Transaction.
- 1.56 "Settlement Amount" means, with respect to a Transaction and the Non-Defaulting Party, the Losses or Gains, and Costs, expressed in U.S. Dollars, which such party incurs as a result of the liquidation of a Terminated Transaction pursuant to Section 5.2.
- 1.57 "Strike Price" means the price to be paid for the purchase of the Product pursuant to an Option.
 - 1.58 "Terminated Transaction" has the meaning set forth in Section 5.2.
 - 1.59 "Termination Payment" has the meaning set forth in Section 5.3.
- 1.60 "Transaction" means a particular transaction agreed to by the Parties relating to the sale and purchase of a Product pursuant to this Master Agreement.
- 1.61 "Transmission Provider" means any entity or entities transmitting or transporting the Product on behalf of Seller or Buyer to or from the Delivery Point in a particular Transaction.

ARTICLE TWO: TRANSACTION TERMS AND CONDITIONS

- 2.1 <u>Transactions</u>. A Transaction shall be entered into upon agreement of the Parties orally or, if expressly required by either Party with respect to a particular Transaction, in writing, including an electronic means of communication. Each Party agrees not to contest, or assert any defense to, the validity or enforceability of the Transaction entered into in accordance with this Master Agreement (i) based on any law requiring agreements to be in writing or to be signed by the parties, or (ii) based on any lack of authority of the Party or any lack of authority of any employee of the Party to enter into a Transaction.
- 2.2 <u>Governing Terms</u>. Unless otherwise specifically agreed, each Transaction between the Parties shall be governed by this Master Agreement. This Master Agreement (including all exhibits, schedules and any written supplements

hereto), , the Party A Tariff, if any, and the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any Confirmations accepted in accordance with Section 2.3) shall form a single integrated agreement between the Parties. Any inconsistency between any terms of this Master Agreement and any terms of the Transaction shall be resolved in favor of the terms of such Transaction.

2.3 Confirmation. Seller may confirm a Transaction by forwarding to Buyer by facsimile within three (3) Business Days after the Transaction is entered into a confirmation ("Confirmation") substantially in the form of Exhibit A. If Buyer objects to any term(s) of such Confirmation, Buyer shall notify Seller in writing of such objections within two (2) Business Days of Buyer's receipt thereof, failing which Buyer shall be deemed to have accepted the terms as sent. If Seller fails to send a Confirmation within three (3) Business Days after the Transaction is entered into, a Confirmation substantially in the form of Exhibit A, may be forwarded by Buyer to Seller. If Seller objects to any term(s) of such Confirmation, Seller shall notify Buyer of such objections within two (2) Business Days of Seller's receipt thereof, failing which Seller shall be deemed to have accepted the terms as sent. If Seller and Buyer each send a Confirmation and neither Party objects to the other Party's Confirmation within two (2) Business Days of receipt, Seller's Confirmation shall be deemed to be accepted and shall be the controlling Confirmation, unless (i) Seller's Confirmation was sent more than three (3) Business Days after the Transaction was entered into and (ii) Buyer's Confirmation was sent prior to Seller's Confirmation, in which case Buyer's Confirmation shall be deemed to be accepted and shall be the controlling Confirmation. Failure by either Party to send or either Party to return an executed Confirmation or any objection by either Party shall not invalidate the Transaction agreed to by the Parties.

2.4 <u>Additional Confirmation Terms</u>. If the Parties have elected on the Cover Sheet to make this Section 2.4 applicable to this Master Agreement, when a Confirmation contains provisions, other than those provisions relating to the commercial terms of the Transaction (e.g., price or special transmission conditions), which modify or supplement the general terms and conditions of this Master Agreement (e.g., arbitration provisions or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 2.3 unless agreed to either orally or in writing by the Parties; provided that the foregoing shall not invalidate any Transaction agreed to by the Parties.

2.5 Recording. Unless a Party expressly objects to a Recording (defined below) at the beginning of a telephone conversation, each Party consents to the creation of a tape or electronic recording ("Recording") of all telephone conversations between the Parties to this Master Agreement, and that any such Recordings will be retained in confidence, secured from improper access, and may be submitted in evidence in any proceeding or action relating to this Agreement. Each Party waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording and to obtain any necessary consent of such officers and employees. The Recording, and the terms and conditions described therein, if admissible, shall be the controlling evidence for the Parties' agreement with respect to a particular Transaction in the event a Confirmation is not fully executed (or deemed accepted) by both Parties. Upon full execution (or deemed acceptance) of a Confirmation, such Confirmation shall control in the event of any conflict with the terms of a Recording, or in the event of any conflict with the terms of this Master Agreement.

ARTICLE THREE: OBLIGATIONS AND DELIVERIES

- 3.1 Seller's and Buyer's Obligations. With respect to each Transaction, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Quantity of the Product at the Delivery Point, and Buyer shall pay Seller the Contract Price; provided, however, with respect to Options, the obligations set forth in the preceding sentence shall only arise if the Option Buyer exercises its Option in accordance with its terms. Seller shall be responsible for any costs or charges imposed on or associated with the Product or its delivery of the Product up to the Delivery Point. Buyer shall be responsible for any costs or charges imposed on or associated with the Product or its receipt at and from the Delivery Point.
- 3.2 <u>Transmission and Scheduling</u>. Seller shall arrange and be responsible for transmission service to the Delivery Point and shall Schedule or arrange for Scheduling services with its Transmission Providers, as specified by the Parties in the Transaction, or in the absence thereof, in accordance with the practice of the Transmission Providers, to deliver the Product to the Delivery Point. Buyer shall arrange and be responsible for transmission service at and from the Delivery Point and shall Schedule or arrange for Scheduling services with its Transmission Providers to receive the Product at the Delivery Point.
- 3.3 <u>Force Majeure</u>. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under the Transaction and such

Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then, unless the terms of the Product specify otherwise, the Claiming Party shall be excused from the performance of its obligations with respect to such Transaction (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

ARTICLE FOUR: REMEDIES FOR FAILURE TO DELIVER/RECEIVE

- 4.1 <u>Seller Failure</u>. If Seller fails to schedule and/or deliver all or part of the Product pursuant to a Transaction, and such failure is not excused under the terms of the Product or by Buyer's failure to perform, then Seller shall pay Buyer, on the date payment would otherwise be due in respect of the month in which the failure occurred or, if "Accelerated Payment of Damages" is specified on the Cover Sheet, within five (5) Business Days of invoice receipt, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.
- 4.2 <u>Buyer Failure</u>. If Buyer fails to schedule and/or receive all or part of the Product pursuant to a Transaction and such failure is not excused under the terms of the Product or by Seller's failure to perform, then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the month in which the failure occurred or, if "Accelerated Payment of Damages" is specified on the Cover Sheet, within five (5) Business Days of invoice receipt, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Sales Price from the Contract Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

ARTICLE FIVE: EVENTS OF DEFAULT; REMEDIES

- 5.1 Events of Default. An "Event of Default" shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:
 - (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) Business Days after written notice;

- (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;
- (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive the Product, the exclusive remedy for which is provided in Article Four) if such failure is not remedied within three (3) Business Days after written notice;
- (d) such Party becomes Bankrupt;
- (e) the failure of such Party to satisfy the creditworthiness/collateral requirements agreed to pursuant to Article Eight hereof;
- (f) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;
- if the applicable cross default section in the Cover Sheet is indicated for such Party, the occurrence and continuation of (i) a default, event of default or other similar condition or event in respect of such Party or any other party specified in the Cover Sheet for such Party under one or more agreements or instruments, individually or collectively, relating to indebtedness for borrowed money in an aggregate amount of not less than the applicable Cross Default Amount (as specified in the Cover Sheet), which results in such indebtedness becoming, or becoming capable at such time of being declared, immediately due and payable or (ii) a default by such Party or any other party specified in the Cover Sheet for such Party in making on the due date therefor one or more payments,

individually or collectively, in an aggregate amount of not less than the applicable Cross Default Amount (as specified in the Cover Sheet);

- (h) with respect to such Party's Guarantor, if any:
 - if any representation or warranty made by a Guarantor in connection with this Agreement is false or misleading in any material respect when made or when deemed made or repeated;
 - (ii) the failure of a Guarantor to make any payment required or to perform any other material covenant or obligation in any guaranty made in connection with this Agreement and such failure shall not be remedied within three (3) Business Days after written notice;
 - (iii) a Guarantor becomes Bankrupt;
 - (iv) the failure of a Guarantor's guaranty to be in full force and effect for purposes of this Agreement (other than in accordance with its terms) prior to the satisfaction of all obligations of such Party under each Transaction to which such guaranty shall relate without the written consent of the other Party; or
 - (v) a Guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any guaranty.
- 5.2 Declaration of an Early Termination Date and Calculation of Settlement Amounts. If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the "Non-Defaulting Party") shall have the right (i) to designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties and to liquidate and terminate all, but not less than all, Transactions (each referred to as a "Terminated Transaction") between the Parties, (ii) withhold any payments due to the Defaulting Party under this Agreement and (iii) suspend performance. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for each such Terminated Transaction as of the Early Termination

Date (or, to the extent that in the reasonable opinion of the Non-Defaulting Party certain of such Terminated Transactions are commercially impracticable to liquidate and terminate or may not be liquidated and terminated under applicable law on the Early Termination Date, as soon thereafter as is reasonably practicable).

- 5.3 Net Out of Settlement Amounts. The Non-Defaulting Party shall aggregate all Settlement Amounts into a single amount by: netting out (a) all Settlement Amounts that are due to the Defaulting Party, plus, at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party pursuant to Article Eight, plus any or all other amounts due to the Defaulting Party under this Agreement against (b) all Settlement Amounts that are due to the Non-Defaulting Party, plus any or all other amounts due to the Non-Defaulting Party under this Agreement, so that all such amounts shall be netted out to a single liquidated amount (the "Termination Payment") payable by one Party to the other. The Termination Payment shall be due to or due from the Non-Defaulting Party as appropriate.
- 5.4 Notice of Payment of Termination Payment. As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within two (2) Business Days after such notice is effective.
- 5.5 <u>Disputes With Respect to Termination Payment</u>. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within two (2) Business Days of receipt of Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer Performance Assurance to the Non-Defaulting Party in an amount equal to the Termination Payment.

5.6 Closeout Setoffs.

Option A: After calculation of a Termination Payment in accordance with Section 5.3, if the Defaulting Party would be owed the Termination Payment, the Non-Defaulting Party shall be entitled, at its option and in its discretion, to (i) set off against such Termination Payment any amounts due and owing by the Defaulting

Party to the Non-Defaulting Party under any other agreements, instruments or undertakings between the Defaulting Party and the Non-Defaulting Party and/or (ii) to the extent the Transactions are not yet liquidated in accordance with Section 5.2, withhold payment of the Termination Payment to the Defaulting Party. The remedy provided for in this Section shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

Option B: After calculation of a Termination Payment in accordance with Section 5.3, if the Defaulting Party would be owed the Termination Payment, the Non-Defaulting Party shall be entitled, at its option and in its discretion, to (i) set off against such Termination Payment any amounts due and owing by the Defaulting Party or any of its Affiliates to the Non-Defaulting Party or any of its Affiliates under any other agreements, instruments or undertakings between the Defaulting Party or any of its Affiliates and the Non-Defaulting Party or any of its Affiliates and/or (ii) to the extent the Transactions are not yet liquidated in accordance with Section 5.2, withhold payment of the Termination Payment to the Defaulting Party. The remedy provided for in this Section shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

Option C: Neither Option A nor B shall apply.

5.7 <u>Suspension of Performance</u>. Notwithstanding any other provision of this Master Agreement, if (a) an Event of Default or (b) a Potential Event of Default shall have occurred and be continuing, the Non-Defaulting Party, upon written notice to the Defaulting Party, shall have the right (i) to suspend performance under any or all Transactions; provided, however, in no event shall any such suspension continue for longer than ten (10) NERC Business Days with respect to any single Transaction unless an early Termination Date shall have been declared and notice thereof pursuant to Section 5.2 given, and (ii) to the extent an Event of Default shall have occurred and be continuing to exercise any remedy available at law or in equity.

ARTICLE SIX: PAYMENT AND NETTING

6.1 <u>Billing Period</u>. Unless otherwise specifically agreed upon by the Parties in a Transaction, the calendar month shall be the standard period for all payments under this Agreement (other than Termination Payments and, if "Accelerated Payment of Damages" is specified by the Parties in the Cover Sheet, payments pursuant to Section 4.1 or 4.2 and Option premium payments pursuant to Section 6.7).

As soon as practicable after the end of each month, each Party will render to the other Party an invoice for the payment obligations, if any, incurred hereunder during the preceding month.

- 6.2 <u>Timeliness of Payment</u>. Unless otherwise agreed by the Parties in a Transaction, all invoices under this Master Agreement shall be due and payable in accordance with each Party's invoice instructions on or before the later of the twentieth (20th) day of each month, or tenth (10th) day after receipt of the invoice or, if such day is not a Business Day, then on the next Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.
- 6.3 Disputes and Adjustments of Invoices. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 6.3 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance of a Transaction occurred, the right to payment for such performance is waived.
- 6.4 <u>Netting of Payments</u>. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date

pursuant to all Transactions through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Products during the monthly billing period under this Master Agreement, including any related damages calculated pursuant to Article Four (unless one of the Parties elects to accelerate payment of such amounts as permitted by Article Four), interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

- 6.5 <u>Payment Obligation Absent Netting</u>. If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly billing period, including, but not limited to, any related damage amounts calculated pursuant to Article Four, interest, and payments or credits, that Party shall pay such sum in full when due.
- 6.6 Security. Unless the Party benefiting from Performance Assurance or a guaranty notifies the other Party in writing, and except in connection with a liquidation and termination in accordance with Article Five, all amounts netted pursuant to this Article Six shall not take into account or include any Performance Assurance or guaranty which may be in effect to secure a Party's performance under this Agreement.
- 6.7 <u>Payment for Options</u>. The premium amount for the purchase of an Option shall be paid within two (2) Business Days of receipt of an invoice from the Option Seller. Upon exercise of an Option, payment for the Product underlying such Option shall be due in accordance with Section 6.1.
- 6.8 <u>Transaction Netting</u>. If the Parties enter into one or more Transactions, which in conjunction with one or more other outstanding Transactions, constitute Offsetting Transactions, then all such Offsetting Transactions may by agreement of the Parties, be netted into a single Transaction under which:
 - (a) the Party obligated to deliver the greater amount of Energy will deliver the difference between the total amount it is obligated to deliver and the total amount to be delivered to it under the Offsetting Transactions, and
 - (b) the Party owing the greater aggregate payment will pay the net difference owed between the Parties.

Each single Transaction resulting under this Section shall be deemed part of the single, indivisible contractual arrangement between the parties, and once such resulting

Transaction occurs, outstanding obligations under the Offsetting Transactions which are satisfied by such offset shall terminate.

ARTICLE SEVEN: LIMITATIONS

7.1 Limitation of Remedies, Liability and Damages. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE EIGHT: CREDIT AND COLLATERAL REQUIREMENTS

- 8.1 Party A Credit Protection. The applicable credit and collateral requirements shall be as specified on the Cover Sheet. If no option in Section 8.1(a) is specified on the Cover Sheet, Section 8.1(a) Option C shall apply exclusively. If none of Sections 8.1(b), 8.1(c) or 8.1(d) are specified on the Cover Sheet, Section 8.1(b) shall apply exclusively.
- (a) Financial Information. Option A: If requested by Party A, Party B shall deliver (i) within 120 days following the end of each fiscal year, a copy of Party B's annual report containing audited consolidated financial statements for such fiscal year and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of Party B's quarterly report containing unaudited consolidated financial statements for such fiscal quarter. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as Party B diligently pursues the preparation, certification and delivery of the statements.

Option B: If requested by Party A, Party B shall deliver (i) within 120 days following the end of each fiscal year, a copy of the annual report containing audited consolidated financial statements for such fiscal year for the party(s) specified on the Cover Sheet and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of quarterly report containing unaudited consolidated financial statements for such fiscal quarter for the party(s) specified on the Cover Sheet. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements.

Option C: Party A may request from Party B the information specified in the Cover Sheet.

(b) <u>Credit Assurances</u>. If Party A has reasonable grounds to believe that Party B's creditworthiness or performance under this Agreement has become unsatisfactory, Party A will provide Party B with written notice requesting Performance Assurance in an amount determined by Party A in a commercially

reasonable manner. Upon receipt of such notice Party B shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to Party A. In the event that Party B fails to provide such Performance Assurance, or a guaranty or other credit assurance acceptable to Party A within three (3) Business Days of receipt of notice, then an Event of Default under Article Five will be deemed to have occurred and Party A will be entitled to the remedies set forth in Article Five of this Master Agreement.

Collateral Threshold. If at any time and from time to time during the term of this Agreement (and notwithstanding whether an Event of Default has occurred), the Termination Payment that would be owed to Party A plus Party B's Independent Amount, if any, exceeds the Party B Collateral Threshold, then Party A, on any Business Day, may request that Party B provide Performance Assurance in an amount equal to the amount by which the Termination Payment plus Party B's Independent Amount, if any, exceeds the Party B Collateral Threshold (rounding upwards for any fractional amount to the next Party B Rounding Amount) ("Party B Performance Assurance"), less any Party B Performance Assurance already posted with Party A. Such Party B Performance Assurance shall be delivered to Party A within three (3) Business Days of the date of such request. On any Business Day (but no more frequently than weekly with respect to Letters of Credit and daily with respect to cash), Party B, at its sole cost, may request that such Party B Performance Assurance be reduced correspondingly to the amount of such excess Termination Payment plus Party B's Independent Amount, if any, (rounding upwards for any fractional amount to the next Party B Rounding Amount). In the event that Party B fails to provide Party B Performance Assurance pursuant to the terms of this Article Eight within three (3) Business Days, then an Event of Default under Article Five shall be deemed to have occurred and Party A will be entitled to the remedies set forth in Article Five of this Master Agreement.

For purposes of this Section 8.1(c), the calculation of the Termination Payment shall be calculated pursuant to Section 5.3 by Party A as if all outstanding Transactions had been liquidated, and in addition thereto, shall include all amounts owed but not yet paid by Party B to Party A, whether or not such amounts are due, for performance already provided pursuant to any and all Transactions.

(d) <u>Downgrade Event</u>. If at any time there shall occur a Downgrade Event in respect of Party B, then Party A may require Party B to provide Performance Assurance in an amount determined by Party A in a commercially reasonable manner. In the event Party B shall fail to provide such Performance

Assurance or a guaranty or other credit assurance acceptable to Party A within three (3) Business Days of receipt of notice, then an Event of Default shall be deemed to have occurred and Party A will be entitled to the remedies set forth in Article Five of this Master Agreement.

- (e) If specified on the Cover Sheet, Party B shall deliver to Party A, prior to or concurrently with the execution and delivery of this Master Agreement a guarantee in an amount not less than the Guarantee Amount specified on the Cover Sheet and in a form reasonably acceptable to Party A.
- 8.2 Party B Credit Protection. The applicable credit and collateral requirements shall be as specified on the Cover Sheet. If no option in Section 8.2(a) is specified on the Cover Sheet, Section 8.2(a) Option C shall apply exclusively. If none of Sections 8.2(b), 8.2(c) or 8.2(d) are specified on the Cover Sheet, Section 8.2(b) shall apply exclusively.
- (a) <u>Financial Information</u>. Option A: If requested by Party B, Party A shall deliver (i) within 120 days following the end of each fiscal year, a copy of Party A's annual report containing audited consolidated financial statements for such fiscal year and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of such Party's quarterly report containing unaudited consolidated financial statements for such fiscal quarter. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as such Party diligently pursues the preparation, certification and delivery of the statements.

Option B: If requested by Party B, Party A shall deliver (i) within 120 days following the end of each fiscal year, a copy of the annual report containing audited consolidated financial statements for such fiscal year for the party(s) specified on the Cover Sheet and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of quarterly report containing unaudited consolidated financial statements for such fiscal quarter for the party(s) specified on the Cover Sheet. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements.

Option C: Party B may request from Party A the information specified in the Cover Sheet.

- (b) <u>Credit Assurances</u>. If Party B has reasonable grounds to believe that Party A's creditworthiness or performance under this Agreement has become unsatisfactory, Party B will provide Party A with written notice requesting Performance Assurance in an amount determined by Party B in a commercially reasonable manner. Upon receipt of such notice Party A shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to Party B. In the event that Party A fails to provide such Performance Assurance, or a guaranty or other credit assurance acceptable to Party B within three (3) Business Days of receipt of notice, then an Event of Default under Article Five will be deemed to have occurred and Party B will be entitled to the remedies set forth in Article Five of this Master Agreement.
- Collateral Threshold. If at any time and from time to time (c) during the term of this Agreement (and notwithstanding whether an Event of Default has occurred), the Termination Payment that would be owed to Party B plus Party A's Independent Amount, if any, exceeds the Party A Collateral Threshold, then Party B, on any Business Day, may request that Party A provide Performance Assurance in an amount equal to the amount by which the Termination Payment plus Party A's Independent Amount, if any, exceeds the Party A Collateral Threshold (rounding upwards for any fractional amount to the next Party A Rounding Amount) ("Party A Performance Assurance"), less any Party A Performance Assurance already posted with Party B. Such Party A Performance Assurance shall be delivered to Party B within three (3) Business Days of the date of such request. On any Business Day (but no more frequently than weekly with respect to Letters of Credit and daily with respect to cash), Party A, at its sole cost, may request that such Party A Performance Assurance be reduced correspondingly to the amount of such excess Termination Payment plus Party A's Independent Amount, if any, (rounding upwards for any fractional amount to the next Party A Rounding Amount). In the event that Party A fails to provide Party A Performance Assurance pursuant to the terms of this Article Eight within three (3) Business Days, then an Event of Default under Article Five shall be deemed to have occurred and Party B will be entitled to the remedies set forth in Article Five of this Master Agreement.

For purposes of this Section 8.2(c), the calculation of the Termination Payment shall be calculated pursuant to Section 5.3 by Party B as if all outstanding Transactions had been liquidated, and in addition thereto, shall include all amounts

owed but not yet paid by Party A to Party B, whether or not such amounts are due, for performance already provided pursuant to any and all Transactions.

- Downgrade Event. If at any time there shall occur a Downgrade Event in respect of Party A, then Party B may require Party A to provide Performance Assurance in an amount determined by Party B in a commercially reasonable manner. In the event Party A shall fail to provide such Performance Assurance or a guaranty or other credit assurance acceptable to Party B within three (3) Business Days of receipt of notice, then an Event of Default shall be deemed to have occurred and Party B will be entitled to the remedies set forth in Article Five of this Master Agreement.
- (e) If specified on the Cover Sheet, Party A shall deliver to Party B, prior to or concurrently with the execution and delivery of this Master Agreement a guarantee in an amount not less than the Guarantee Amount specified on the Cover Sheet and in a form reasonably acceptable to Party B.
- 8.3 Grant of Security Interest/Remedies. To secure its obligations under this Agreement and to the extent either or both Parties deliver Performance Assurance hereunder, each Party (a "Pledgor") hereby grants to the other Party (the "Secured Party") a present and continuing security interest in, and lien on (and right of setoff against), and assignment of, all cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, such Secured Party, and each Party agrees to take such action as the other Party reasonably requires in order to perfect the Secured Party's first-priority security interest in, and lien on (and right of setoff against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence or deemed occurrence and during the continuation of an Event of Default or an Early Termination Date, the Non-Defaulting Party may do any one or more of the following: (i) exercise any of the rights and remedies of a Secured Party with respect to all Performance Assurance, including any such rights and remedies under law then in effect; (ii) exercise its rights of setoff against any and all property of the Defaulting Party in the possession of the Non-Defaulting Party or its agent; (iii) draw on any outstanding Letter of Credit issued for its benefit; and (iv) liquidate all Performance Assurance then held by or for the benefit of the Secured Party free from any claim or right of any nature whatsoever of the Defaulting Party, including any equity or right of purchase or redemption by the Defaulting Party. The Secured Party shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce the Pledgor's

obligations under the Agreement (the Pledgor remaining liable for any amounts owing to the Secured Party after such application), subject to the Secured Party's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

ARTICLE NINE: GOVERNMENTAL CHARGES

- 9.1 <u>Cooperation</u>. Each Party shall use reasonable efforts to implement the provisions of and to administer this Master Agreement in accordance with the intent of the parties to minimize all taxes, so long as neither Party is materially adversely affected by such efforts.
- 9.2 Governmental Charges. Seller shall pay or cause to be paid all taxes imposed by any government authority ("Governmental Charges") on or with respect to the Product or a Transaction arising prior to the Delivery Point. Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the Product or a Transaction at and from the Delivery Point (other than ad valorem, franchise or income taxes which are related to the sale of the Product and are, therefore, the responsibility of the Seller). In the event Seller is required by law or regulation to remit or pay Governmental Charges which are Buyer's responsibility hereunder, Buyer shall promptly reimburse Seller for such Governmental Charges. If Buyer is required by law or regulation to remit or pay Governmental Charges which are Seller's responsibility hereunder, Buyer may deduct the amount of any such Governmental Charges from the sums due to Seller under Article 6 of this Agreement. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law.

ARTICLE TEN: MISCELLANEOUS

10.1 Term of Master Agreement. The term of this Master Agreement shall commence on the Effective Date and shall remain in effect until terminated by either Party upon (thirty) 30 days' prior written notice; provided, however, that such termination shall not affect or excuse the performance of either Party under any provision of this Master Agreement that by its terms survives any such termination and, provided further, that this Master Agreement and any other documents executed and delivered hereunder shall remain in effect with respect to the Transaction(s) entered into prior to the effective date of such termination until both Parties have fulfilled all of their obligations with respect to such Transaction(s), or such Transaction(s) that have been terminated under Section 5.2 of this Agreement.

- 10.2 <u>Representations and Warranties</u>. On the Effective Date and the date of entering into each Transaction, each Party represents and warrants to the other Party that:
 - (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
 - (ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3);
 - (iii) the execution, delivery and performance of this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3) are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;
 - (iv) this Master Agreement, each Transaction (including any Confirmation accepted in accordance with Section 2.3), and each other document executed and delivered in accordance with this Master Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any Equitable Defenses.
 - it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;
 - (vi) there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3);
 - (vii) no Event of Default or Potential Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Master Agreement and

- each Transaction (including any Confirmation accepted in accordance with Section 2.3);
- (viii) it is acting for its own account, has made its own independent decision to enter into this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3) and as to whether this Master Agreement and each such Transaction (including any Confirmation accepted in accordance with Section 2.3) is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3);
- (ix) it is a "forward contract merchant" within the meaning of the United States Bankruptcy Code;
- (x) it has entered into this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3) in connection with the conduct of its business and it has the capacity or ability to make or take delivery of all Products referred to in the Transaction to which it is a Party;
- (xi) with respect to each Transaction (including any Confirmation accepted in accordance with Section 2.3) involving the purchase or sale of a Product or an Option, it is a producer, processor, commercial user or merchant handling the Product, and it is entering into such Transaction for purposes related to its business as such; and
- (xii) the material economic terms of each Transaction are subject to individual negotiation by the Parties.
- 10.3 <u>Title and Risk of Loss</u>. Title to and risk of loss related to the Product shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the Quantity of the Product free and clear of all liens, security

interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

- 10.4 <u>Indemnity</u>. Each Party shall indemnify, defend and hold harmless the other Party from and against any Claims arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to Product is vested in such Party as provided in Section 10.3. Each Party shall indemnify, defend and hold harmless the other Party against any Governmental Charges for which such Party is responsible under Article Nine.
- Assignment. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent may be withheld in the exercise of its sole discretion; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Agreement to an affiliate of such Party which affiliate's creditworthiness is equal to or higher than that of such Party, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request.
- 10.6 Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.
- Notices. All notices, requests, statements or payments shall be made as specified in the Cover Sheet. Notices (other than scheduling requests) shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service or facsimile. Notice by facsimile or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by

overnight United States mail or courier shall be effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

10.8 General. This Master Agreement (including the exhibits, schedules and any written supplements hereto), the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any Confirmation accepted in accordance with Section 2.3) constitute the entire agreement between the Parties relating to the subject matter. Notwithstanding the foregoing, any collateral, credit support or margin agreement or similar arrangement between the Parties shall, upon designation by the Parties, be deemed part of this Agreement and shall be incorporated herein by reference. This Agreement shall be considered for all purposes as prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Except to the extent herein provided for, no amendment or modification to this Master Agreement shall be enforceable unless reduced to writing and executed by both Parties. Each Party agrees if it seeks to amend any applicable wholesale power sales tariff during the term of this Agreement, such amendment will not in any way affect outstanding Transactions under this Agreement without the prior written consent of the other Party. Each Party further agrees that it will not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change (individually or collectively, such events referred to as "Regulatory Event") will not otherwise affect the remaining lawful obligations that arise under this Agreement; and provided, further, that if a Regulatory Event occurs, the Parties shall use their best efforts to reform this Agreement in order to give effect to the original intention of the Parties. The term "including" when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only. All indemnity and audit rights shall survive the termination of this Agreement for twelve (12) months. This Agreement shall be binding on each Party's successors and permitted assigns.

- Morking hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Master Agreement. If requested, a Party shall provide to the other Party statements evidencing the Quantity delivered at the Delivery Point. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived.
- 10.10 <u>Forward Contract</u>. The Parties acknowledge and agree that all Transactions constitute "forward contracts" within the meaning of the United States Bankruptcy Code.
- 10.11 Confidentiality. If the Parties have elected on the Cover Sheet to make this Section 10.11 applicable to this Master Agreement, neither Party shall disclose the terms or conditions of a Transaction under this Master Agreement to a third party (other than the Party's employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

SCHEDULE M

(THIS SCHEDULE IS INCLUDED IF THE APPROPRIATE BOX ON THE COVER SHEET IS MARKED INDICATING A PARTY IS A GOVERNMENTAL ENTITY OR PUBLIC POWER SYSTEM)

Α	.The	Parties	agree to	add the	following	definitions	in Article One.

"Act"	means		1

"Governmental Entity or Public Power System" means a municipality, county, governmental board, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof.

"Special Fund" means a fund or account of the Governmental Entity or Public Power System set aside and or pledged to satisfy the Public Power System's obligations hereunder out of which amounts shall be paid to satisfy all of the Public Power System's obligations under this Master Agreement for the entire Delivery Period.

B. The following sentence shall be added to the end of the definition of "Force Majeure" in Article One.

If the Claiming Party is a Governmental Entity or Public Power System, Force Majeure does not include any action taken by the Governmental Entity or Public Power System in its governmental capacity.

C.The Parties agree to add the following representations and warranties to Section 10.2:

Further and with respect to a Party that is a Governmental Entity or Public Power System, such Governmental Entity or Public Power System represents and warrants to the other Party continuing throughout the term of

Cite the state enabling and other relevant statutes applicable to Governmental Entity or Public Power System.

this Master Agreement, with respect to this Master Agreement and each Transaction, as follows: (i) all acts necessary to the valid execution, delivery and performance of this Master Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the Act and the Public Power System's ordinances, bylaws or other regulations, (ii) all persons making up the governing body of Governmental Entity or Public Power System are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Act and other applicable law, (iii) entry into and performance of this Master Agreement by Governmental Entity or Public Power System are for a proper public purpose within the meaning of the Act and all other relevant constitutional, organic or other governing documents and applicable law, (iv) the term of this Master Agreement does not extend beyond any applicable limitation imposed by the Act or other relevant constitutional, organic or other governing documents and applicable law, (v) the Public Power System's obligations to make payments hereunder are unsubordinated obligations and such payments are (a) operating and maintenance costs (or similar designation) which enjoy first priority of payment at all times under any and all bond ordinances or indentures to which it is a party, the Act and all other relevant constitutional, organic or other governing documents and applicable law or (b) otherwise not subject to any prior claim under any and all bond ordinances or indentures to which it is a party, the Act and all other relevant constitutional, organic or other governing documents and applicable law and are available without limitation or deduction to satisfy all Governmental Entity or Public Power System' obligations hereunder and under each Transaction or (c) are to be made solely from a Special Fund, (vi) entry into and performance of this Master Agreement and each Transaction by the Governmental Entity or Public Power System will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any obligation of Governmental Entity or Public Power System otherwise entitled to such exclusion, and (vii) obligations to make payments hereunder do not constitute any kind of indebtedness of Governmental Entity or Public Power System or create any kind of lien on, or security interest in, any property or revenues of Governmental Entity or Public Power System which, in either case, is proscribed by any provision of the Act or any other relevant constitutional, organic or other governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.

D. The Parties agree to add the following sections to Article Three:

Section 3.4 Public Power System's Deliveries. On the Effective Date and as a condition to the obligations of the other Party under this Agreement, Governmental Entity or Public Power System shall provide the other Party hereto (i) certified copies of all ordinances, resolutions, public notices and other documents evidencing the necessary authorizations with respect to the execution, delivery and performance by Governmental Entity or Public Power System of this Master Agreement and (ii) an opinion of counsel for Governmental Entity or Public Power System, in form and substance reasonably satisfactory to the Other Party, regarding the validity, binding effect and enforceability of this Master Agreement against Governmental Entity or Public Power System in respect of the Act and all other relevant constitutional organic or other governing documents and applicable law.

Section 3.5 No Immunity Claim. Governmental Entity or Public Power System warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (a) suit, (b) jurisdiction of court (including a court located outside the jurisdiction of its

organization), (c) relief by way of injunction, order for specific performance or recovery of property, (d) attachment of assets, or (e) execution or enforcement of any judgment.

E. If the appropriate box is checked on the Cover Sheet, as an alternative to selecting one of the options under Section 8.3, the Parties agree to add the following section to Article Three:

Section 3.6 Governmental Entity or Public Power System Security. With respect to each Transaction, Governmental Entity or Public Power System shall either (i) have created and set aside a Special Fund or (ii) upon execution of this Master Agreement and prior to the commencement of each subsequent fiscal year of Governmental Entity or Public Power System during any Delivery Period, have obtained all necessary budgetary approvals and certifications for payment of all of its obligations under this Master Agreement for such fiscal year; any breach of this provision shall be deemed to have arisen during a fiscal period of Governmental Entity or Public Power System for which budgetary approval or certification of its obligations under this Master Agreement is in effect and, notwithstanding anything to the contrary in Article Four, an Early Termination Date shall automatically and without further notice occur hereunder as of such date wherein Governmental Entity or Public Power System shall be treated as the Defaulting Party. Governmental Entity or Public Power System shall have allocated to the Special Fund or its general funds a revenue base that is adequate to cover Public Power System's payment obligations hereunder throughout the entire Delivery Period.

F. If the appropriate box is checked on the Cover Sheet, the Parties agree to add the following section to Article Eight:

Section 8.4 <u>Governmental Security</u>. As security for payment and performance of Public Power System's obligations hereunder, Public Power System hereby pledges, sets over, assigns and grants to the other Party a security interest in all of Public Power System's right, title and interest in and to [specify collateral].

G.The Parties agree to add the following sentence at the end of Section 10.6 -Governing Law:

NOTWITHSTANDING THE FOREGOING, IN RESPECT OF THE APPLICABILITY OF THE ACT AS HEREIN PROVIDED, THE LAWS OF THE STATE OF ______2 SHALL APPLY.

Insert relevant state for Governmental Entity or Public Power System.

SCHEDULE P: PRODUCTS AND RELATED DEFINITIONS

"Ancillary Services" means any of the services identified by a Transmission Provider in its transmission tariff as "ancillary services" including, but not limited to, regulation and frequency response, energy imbalance, operating reserve-spinning and operating reserve-supplemental, as may be specified in the Transaction.

"Capacity" has the meaning specified in the Transaction.

"Energy" means three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours.

"Firm (LD)" means, with respect to a Transaction, that either Party shall be relieved of its obligations to sell and deliver or purchase and receive without liability only to the extent that, and for the period during which, such performance is prevented by Force Majeure. In the absence of Force Majeure, the Party to which performance is owed shall be entitled to receive from the Party which failed to deliver/receive an amount determined pursuant to Article Four.

"Firm Transmission Contingent - Contract Path" means, with respect to a Transaction, that the performance of either Seller or Buyer (as specified in the Transaction) shall be excused, and no damages shall be payable including any amounts determined pursuant to Article Four, if the transmission for such Transaction is interrupted or curtailed and (i) such Party has provided for firm transmission with the transmission provider(s) for the Product in the case of the Seller from the generation source to the Delivery Point or in the case of the Buyer from the Delivery Point to the ultimate sink, and (ii) such interruption or curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the applicable transmission provider's tariff. This contingency shall excuse performance for the duration of the interruption or curtailment notwithstanding the provisions of the definition of "Force Majeure" in Section 1.23 to the contrary.

"Firm Transmission Contingent - Delivery Point" means, with respect to a Transaction, that the performance of either Seller or Buyer (as specified in the Transaction) shall be excused, and no damages shall be payable including any amounts determined pursuant to Article Four, if the transmission to the Delivery Point (in the case of Seller) or from the Delivery Point (in the case of Buyer) for such Transaction is interrupted or curtailed and (i) such Party has provided for firm transmission with the transmission provider(s) for the Product, in the case of the Seller, to be delivered to the Delivery Point or, in the case of Buyer, to be received at

the Delivery Point and (ii) such interruption or curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the applicable transmission provider's tariff. This transmission contingency excuses performance for the duration of the interruption or curtailment, notwithstanding the provisions of the definition of "Force Majeure" in Section 1.23 to the contrary. Interruptions or curtailments of transmission other than the transmission either immediately to or from the Delivery Point shall not excuse performance

"Firm (No Force Majeure)" means, with respect to a Transaction, that if either Party fails to perform its obligation to sell and deliver or purchase and receive the Product, the Party to which performance is owed shall be entitled to receive from the Party which failed to perform an amount determined pursuant to Article Four. Force Majeure shall not excuse performance of a Firm (No Force Majeure) Transaction.

"Into ______ (the "Receiving Transmission Provider"), Seller's Daily Choice" means that, in accordance with the provisions set forth below, (1) the Product shall be scheduled and delivered to an interconnection or interface ("Interface") either (a) on the Receiving Transmission Provider's transmission system border or (b) within the control area of the Receiving Transmission Provider if the Product is from a source of generation in that control area, which Interface, in either case, the Receiving Transmission Provider identifies as available for delivery of the Product in or into its control area; and (2) Seller has the right on a daily prescheduled basis to designate the Interface where the Product shall be delivered. An "Into" Product shall be subject to the following provisions:

- 1. <u>Prescheduling and Notification</u>. Subject to the provisions of Section 6, not later than the prescheduling deadline of 11:00 a.m. CPT on the Business Day before the next delivery day or as otherwise agreed to by Buyer and Seller, Seller shall notify Buyer ("Seller's Notification") of Seller's immediate upstream counterparty and the Interface (the "Designated Interface") where Seller shall deliver the Product for the next delivery day, and Buyer shall notify Seller of Buyer's immediate downstream counterparty.
- 2. Availability of "Firm Transmission" to Buyer at Designated Interface; "Timely Request for Transmission," "ADI" and "Available Transmission." In determining availability to Buyer of next-day firm transmission ("Firm Transmission") from the Designated Interface, a "Timely Request for Transmission" shall mean a properly completed request for Firm Transmission made by Buyer in accordance with the controlling tariff procedures, which request shall be submitted to the Receiving Transmission Provider no later than 30 minutes after delivery of Seller's Notification,

provided, however, if the Receiving Transmission Provider is not accepting requests for Firm Transmission at the time of Seller's Notification, then such request by Buyer shall be made within 30 minutes of the time when the Receiving Transmission Provider first opens thereafter for purposes of accepting requests for Firm Transmission.

Pursuant to the terms hereof, delivery of the Product may under certain circumstances be redesignated to occur at an Interface other than the Designated Interface (any such alternate designated interface, an "ADI") either (a) on the Receiving Transmission Provider's transmission system border or (b) within the control area of the Receiving Transmission Provider if the Product is from a source of generation in that control area, which ADI, in either case, the Receiving Transmission Provider identifies as available for delivery of the Product in or into its control area using either firm or non-firm transmission, as available on a day-ahead or hourly basis (individually or collectively referred to as "Available Transmission") within the Receiving Transmission Provider's transmission system.

- 3. <u>Rights of Buyer and Seller Depending Upon Availability of/Timely Request</u> for Firm Transmission.
- A. <u>Timely Request for Firm Transmission made by Buyer, Accepted by the Receiving Transmission Provider and Purchased by Buyer</u>. If a Timely Request for Firm Transmission is made by Buyer and is accepted by the Receiving Transmission Provider and Buyer purchases such Firm Transmission, then Seller shall deliver and Buyer shall receive the Product at the Designated Interface.
 - i. If the Firm Transmission purchased by Buyer within the Receiving Transmission Provider's transmission system from the Designated Interface ceases to be available to Buyer for any reason, or if Seller is unable to deliver the Product at the Designated Interface for any reason except Buyer's non-performance, then at Seller's choice from among the following, Seller shall: (a) to the extent Firm Transmission is available to Buyer from an ADI on a day-ahead basis, require Buyer to purchase such Firm Transmission from such ADI, and schedule and deliver the affected portion of the Product to such ADI on the basis of Buyer's purchase of Firm Transmission, or (b) require Buyer to purchase non-firm transmission, and schedule and deliver the affected portion of the Product on the basis of Buyer's purchase of non-firm transmission from the Designated Interface or an ADI designated by Seller, or (c) to the extent firm transmission is available

on an hourly basis, require Buyer to purchase firm transmission, and schedule and deliver the affected portion of the Product on the basis of Buyer's purchase of such hourly firm transmission from the Designated Interface or an ADI designated by Seller.

- ii. If the Available Transmission utilized by Buyer as required by Seller pursuant to Section 3A(i) ceases to be available to Buyer for any reason, then Seller shall again have those alternatives stated in Section 3A(i) in order to satisfy its obligations.
- iii. Seller's obligation to schedule and deliver the Product at an ADI is subject to Buyer's obligation referenced in Section 4B to cooperate reasonably therewith. If Buyer and Seller cannot complete the scheduling and/or delivery at an ADI, then Buyer shall be deemed to have satisfied its receipt obligations to Seller and Seller shall be deemed to have failed its delivery obligations to Buyer, and Seller shall be liable to Buyer for amounts determined pursuant to Article Four.
- iv. In each instance in which Buyer and Seller must make alternative scheduling arrangements for delivery at the Designated Interface or an ADI pursuant to Sections 3A(i) or (ii), and Firm Transmission had been purchased by both Seller and Buyer into and within the Receiving Transmission Provider's transmission system as to the scheduled delivery which could not be completed as a result of the interruption or curtailment of such Firm Transmission, Buyer and Seller shall bear their respective transmission expenses and/or associated congestion charges incurred in connection with efforts to complete delivery by such alternative scheduling and delivery arrangements. In any instance except as set forth in the immediately preceding sentence, Buyer and Seller must make alternative scheduling arrangements for delivery at the Designated Interface or an ADI under Sections 3A(i) or (ii), Seller shall be responsible for any additional transmission purchases and/or associated congestion charges incurred by Buyer in connection with such alternative scheduling arrangements.
- B. <u>Timely Request for Firm Transmission Made by Buyer but</u>
 Rejected by the Receiving Transmission Provider. If Buyer's Timely
 Request for Firm Transmission is rejected by the Receiving Transmission
 Provider because of unavailability of Firm Transmission from the
 Designated Interface, then Buyer shall notify Seller within 15 minutes

after receipt of the Receiving Transmission Provider's notice of rejection ("Buyer's Rejection Notice"). If Buyer timely notifies Seller of such unavailability of Firm Transmission from the Designated Interface, then Seller shall be obligated either (1) to the extent Firm Transmission is available to Buyer from an ADI on a day-ahead basis, to require Buyer to purchase (at Buyer's own expense) such Firm Transmission from such ADI and schedule and deliver the Product to such ADI on the basis of Buyer's purchase of Firm Transmission, and thereafter the provisions in Section 3A shall apply, or (2) to require Buyer to purchase (at Buyer's own expense) non-firm transmission, and schedule and deliver the Product on the basis of Buyer's purchase of non-firm transmission from the Designated Interface or an ADI designated by the Seller, in which case Seller shall bear the risk of interruption or curtailment of the non-firm transmission; provided, however, that if the non-firm transmission is interrupted or curtailed or if Seller is unable to deliver the Product for any reason, Seller shall have the right to schedule and deliver the Product to another ADI in order to satisfy its delivery obligations, in which case Seller shall be responsible for any additional transmission purchases and/or associated congestion charges incurred by Buyer in connection with Seller's inability to deliver the Product as originally prescheduled. If Buyer fails to timely notify Seller of the unavailability of Firm Transmission, then Buyer shall bear the risk of interruption or curtailment of transmission from the Designated Interface, and the provisions of Section 3D shall apply.

- C. <u>Timely Request for Firm Transmission Made by Buyer, Accepted by the Receiving Transmission Provider and not Purchased by Buyer.</u> If Buyer's Timely Request for Firm Transmission is accepted by the Receiving Transmission Provider but Buyer elects to purchase non-firm transmission rather than Firm Transmission to take delivery of the Product, then Buyer shall bear the risk of interruption or curtailment of transmission from the Designated Interface. In such circumstances, if Seller's delivery is interrupted as a result of transmission relied upon by Buyer from the Designated Interface, then Seller shall be deemed to have satisfied its delivery obligations to Buyer, Buyer shall be deemed to have failed to receive the Product and Buyer shall be liable to Seller for amounts determined pursuant to Article Four.
- D. No Timely Request for Firm Transmission Made by Buyer, or Buyer Fails to Timely Send Buyer's Rejection Notice. If Buyer fails to make a Timely Request for Firm Transmission or Buyer fails to timely deliver Buyer's Rejection Notice, then Buyer shall bear the risk of interruption or curtailment of transmission from the Designated Interface. In such circumstances, if Seller's delivery is interrupted as a result of

transmission relied upon by Buyer from the Designated Interface, then Seller shall be deemed to have satisfied its delivery obligations to Buyer, Buyer shall be deemed to have failed to receive the Product and Buyer shall be liable to Seller for amounts determined pursuant to Article Four.

4. Transmission.

- A. <u>Seller's Responsibilities</u>. Seller shall be responsible for transmission required to deliver the Product to the Designated Interface or ADI, as the case may be. It is expressly agreed that Seller is not required to utilize Firm Transmission for its delivery obligations hereunder, and Seller shall bear the risk of utilizing non-firm transmission. If Seller's scheduled delivery to Buyer is interrupted as a result of Buyer's attempted transmission of the Product beyond the Receiving Transmission Provider's system border, then Seller will be deemed to have satisfied its delivery obligations to Buyer, Buyer shall be deemed to have failed to receive the Product and Buyer shall be liable to Seller for damages pursuant to Article Four.
- B. <u>Buyer's Responsibilities</u>. Buyer shall be responsible for transmission required to receive and transmit the Product at and from the Designated Interface or ADI, as the case may be, and except as specifically provided in Section 3A and 3B, shall be responsible for any costs associated with transmission therefrom. If Seller is attempting to complete the designation of an ADI as a result of Seller's rights and obligations hereunder, Buyer shall co-operate reasonably with Seller in order to effect such alternate designation.
- 5. <u>Force Majeure</u>. An "Into" Product shall be subject to the "Force Majeure" provisions in Section 1.23.
- 6. Multiple Parties in Delivery Chain Involving a Designated Interface. Seller and Buyer recognize that there may be multiple parties involved in the delivery and receipt of the Product at the Designated Interface or ADI to the extent that (1) Seller may be purchasing the Product from a succession of other sellers ("Other Sellers"), the first of which Other Sellers shall be causing the Product to be generated from a source ("Source Seller") and/or (2) Buyer may be selling the Product to a succession of other buyers ("Other Buyers"), the last of which Other Buyers shall be using the Product to serve its energy needs ("Sink Buyer"). Seller and Buyer further recognize that in certain Transactions neither Seller nor Buyer may originate the decision as to either (a) the original identification of the Designated Interface or ADI (which designation may be made by the Source Seller) or (b) the Timely Request for Firm Transmission or the purchase of other Available Transmission (which request may be made by the Sink Buyer). Accordingly, Seller and Buyer agree as follows:

- A. If Seller is not the Source Seller, then Seller shall notify Buyer of the Designated Interface promptly after Seller is notified thereof by the Other Seller with whom Seller has a contractual relationship, but in no event may such designation of the Designated Interface be later than the prescheduling deadline pertaining to the Transaction between Buyer and Seller pursuant to Section 1.
- B. If Buyer is not the Sink Buyer, then Buyer shall notify the Other Buyer with whom Buyer has a contractual relationship of the Designated Interface promptly after Seller notifies Buyer thereof, with the intent being that the party bearing actual responsibility to secure transmission shall have up to 30 minutes after receipt of the Designated Interface to submit its Timely Request for Firm Transmission.
- C. Seller and Buyer each agree that any other communications or actions required to be given or made in connection with this "Into Product" (including without limitation, information relating to an ADI) shall be made or taken promptly after receipt of the relevant information from the Other Sellers and Other Buyers, as the case may be.
- D. Seller and Buyer each agree that in certain Transactions time is of the essence and it may be desirable to provide necessary information to Other Sellers and Other Buyers in order to complete the scheduling and delivery of the Product. Accordingly, Seller and Buyer agree that each has the right, but not the obligation, to provide information at its own risk to Other Sellers and Other Buyers, as the case may be, in order to effect the prescheduling, scheduling and delivery of the Product

"Native Load" means the demand imposed on an electric utility or an entity by the requirements of retail customers located within a franchised service territory that the electric utility or entity has statutory obligation to serve.

"Non-Firm" means, with respect to a Transaction, that delivery or receipt of the Product may be interrupted for any reason or for no reason, without liability on the part of either Party.

"System Firm" means that the Product will be supplied from the owned or controlled generation or pre-existing purchased power assets of the system specified in the Transaction (the "System") with non-firm transmission to and from the Delivery Point, unless a different Transmission Contingency is specified in a Transaction. Seller's failure to deliver shall be excused: (i) by an event or circumstance which prevents Seller from performing its obligations, which event or circumstance was not anticipated as of the date the Transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Seller; (ii)

by Buyer's failure to perform; (iii) to the extent necessary to preserve the integrity of, or prevent or limit any instability on, the System; (iv) to the extent the System or the control area or reliability council within which the System operates declares an emergency condition, as determined in the system's, or the control area's, or reliability council's reasonable judgment; or (v) by the interruption or curtailment of transmission to the Delivery Point or by the occurrence of any Transmission Contingency specified in a Transaction as excusing Seller's performance. Buyer's failure to receive shall be excused (i) by Force Majeure; (ii) by Seller's failure to perform, or (iii) by the interruption or curtailment of transmission from the Delivery Point or by the occurrence of any Transmission Contingency specified in a Transaction as excusing Buyer's performance. In any of such events, neither party shall be liable to the other for any damages, including any amounts determined pursuant to Article Four.

"Transmission Contingent" means, with respect to a Transaction, that the performance of either Seller or Buyer (as specified in the Transaction) shall be excused, and no damages shall be payable including any amounts determined pursuant to Article Four, if the transmission for such Transaction is unavailable or interrupted or curtailed for any reason, at any time, anywhere from the Seller's proposed generating source to the Buyer's proposed ultimate sink, regardless of whether transmission, if any, that such Party is attempting to secure and/or has purchased for the Product is firm or non-firm. If the transmission (whether firm or non-firm) that Seller or Buyer is attempting to secure is from source to sink is unavailable, this contingency excuses performance for the entire Transaction. If the transmission (whether firm or non-firm) that Seller or Buyer has secured from source to sink is interrupted or curtailed for any reason, this contingency excuses performance for the duration of the interruption or curtailment notwithstanding the provisions of the definition of "Force Majeure" in Article 1.23 to the contrary.

"Unit Firm" means, with respect to a Transaction, that the Product subject to the Transaction is intended to be supplied from a generation asset or assets specified in the Transaction. Seller's failure to deliver under a "Unit Firm" Transaction shall be excused: (i) if the specified generation asset(s) are unavailable as a result of a Forced Outage (as defined in the NERC Generating Unit Availability Data System (GADS) Forced Outage reporting guidelines) or (ii) by an event or circumstance that affects the specified generation asset(s) so as to prevent Seller from performing its obligations, which event or circumstance was not anticipated as of the date the Transaction was agreed to, and which is not within the reasonable control of, or the result of the negligence of, the Seller or (iii) by Buyer's failure to perform. In any of

such events, Seller shall not be liable to Buyer for any damages, including any amounts determined pursuant to Article Four.

EXHIBIT A

MASTER POWER PURCHASE AND SALE AGREEMENT CONFIRMATION LETTER

	This	confirmation letter sha , between			("Dorty	, A") and	
unde	er the term	("Party B" as and conditions as follogonals.") regarding ws:	the sale	e/purchase of	the Product	
Selle	er:						
Buy	er:						_
Prod	luct:						
	Into, Seller's Daily Choice						
[]] Firm (LD)						
[]	Firm (No Force Majeure)						
	System Firm (Specify System:)
[])
[]	Other	·				T-11-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	
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Delivery Period:				
Special Conditions:				
Scheduling:				
Option Buyer:				
Option Seller:				
Type of Option:				
Strike Price:				
Premium:	<u> </u>			
Exercise Period:				
This confirmation letter is being provided pursuant to and in accordance with the Master Power Purchase and Sale Agreement dated (the "Master Agreement") between Party A and Party B, and constitutes part of and is subject to the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement. [Party A] [Party B]				
Name:	Name:			
Title:	Title:			
Phone No:	Phone No:			
Fax:	Fax:			

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