

1 **BEFORE THE PUBLIC UTILITY COMMISSION**
2 **OF OREGON**

3 UM 1394

4 In the Matter of

5 THE PUBLIC UTILITY COMMISSION OF
6 OREGON

JOINT MOTION TO ADOPT MEMORANDUM
OF UNDERSTANDING AND SUSPEND
DOCKET

7 Open an investigation into electric companies
8 providing Qualified Reporting Entity services
9 for certification of renewable energy certificates
by the Western Renewable Energy
Generation Information System

10
11 **MOTION**

12 Comes now the staff of the Public Utility Commission of Oregon (“staff”) and requests
13 the Commission to adopt the Memorandum of Understanding (MOU) attached as Staff Joint
14 Motion Exhibit 1. In turn, the MOU has three service agreements, one from each utility that has
15 signed the MOU, attached as internal Exhibit A. The service agreements are submitted for the
16 Commission’s informational purposes only, not for approval.

17 In addition to staff, the MOU has been executed by the following parties: Idaho Power
18 Company, PacifiCorp, and Portland General Electric Company (collectively, “Utilities”). Staff
19 is authorized to represent that no active party opposes the Commission’s adoption of the MOU.
20 For the Commission’s and Administrative Law Judge’s convenience, staff will briefly
21 summarize the pertinent terms of the MOU below. However, if staff’s summary is inconsistent
22 in any way with the MOU, the terms of the MOU control.

23 **DESCRIPTION OF MOU**

24 Under the MOU, each Utility agrees to voluntarily offer “Qualified Reporting Entity”
25 (“QRE”) service pursuant to the respective form QRE service agreement included as Exhibit A
26 to the MOU. Nothing in the MOU is intended to prevent a Utility and a QRE customer from

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SUSPEND DOCKET

1 mutually agreeing to alter any portion of the form agreement. *See* MOU Term 1. The Utilities'
2 agreement set forth above is described as "voluntary" in recognition of a dispute between the
3 Utilities and some parties (including staff) as to whether the Commission has jurisdiction or
4 authority to require the Utilities to provide QRE service. MOU Term 3.

5 Under the MOU, the Utilities and staff ask the Commission to suspend Docket UM 1394
6 as further described in MOU Term 2. In brief, during the period of suspension, the MOU parties
7 will reconvene another workshop among the Stakeholders and parties on or about March 15,
8 2011. The workshop will address topics described in MOU Term 2. The Utilities further agree
9 they cannot leave the business of being a QRE before the first two-year review workshop
10 without first notifying the Commission. MOU Term 4. Nothing in the MOU precludes the
11 Commission from reopening UM 1394, or prevents staff from asking the Commission to reopen
12 UM 1394 during the first two-year period for cause, or precludes a Stakeholder from pursuing
13 any available remedies. MOU Term 2.

14 The MOU has been executed in counterparts, as permitted under MOU Term 14.

15 **CONCLUSION**

16 Staff and the Utilities request the Commission to adopt the MOU, receive the Utilities'
17 form QRE agreements for informational purposes only, and suspend UM 1394 per the terms of
18 the MOU.

19 DATED this 17th day of May 2009.

20 Respectfully submitted,

21 JOHN R. KROGER
22 Attorney General

23 

24 Michael T. Weirich, #82425
25 Assistant Attorney General
26 Of Attorneys for the Public Utility Commission
of Oregon

1 **CERTIFICATE OF SERVICE**

2 I certify that on May 8, 2009, I served the foregoing Joint Motion upon all parties of
3 record in this proceeding by delivering a copy by electronic mail and by mailing a copy by
4 postage prepaid first class mail or by hand delivery/shuttle mail to the parties accepting paper
5 service.

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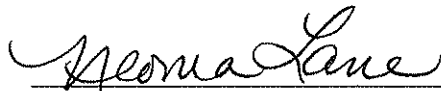
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Neoma Lane
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Regulated Utility & Business Section

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding and Agreement ("MOU") is made and entered into this 5th day of May, 2009, by and among the Public Utility Commission of Oregon Staff ("Staff"); PacifiCorp, dba Pacific Power ("PacifiCorp"); Portland General Electric Company ("PGE"); and Idaho Power Company ("Idaho Power"). PacifiCorp, PGE and Idaho Power are hereafter sometimes collectively referred to as the investor-owned-utilities "IOUs." Staff, PacifiCorp, PGE and Idaho Power are sometimes referred to herein collectively as the "Parties" or singularly as "Party."

Recitals

WHEREAS, the IOUs are electric utilities operating in the state of Oregon and are subject to the supervision and regulation of the Public Utility Commission of Oregon ("Commission"); and

WHEREAS, on September 30, 2008, the Commission granted Staff's request to open an investigation under Docket No. UM 1394 into electric companies providing qualified reporting entity ("QRE") service for certification of renewable energy certificates by the Western Renewable Energy Information System ("WREGIS"); and

WHEREAS, the Citizens' Utility Board of Oregon ("CUB"); the Industrial Customers of Northwest Utilities ("ICNU"); Exergy Development Group of Idaho ("Exergy"); Renewable Northwest Project; Iberdrola Renewables, Community Renewable Energy Association ("CREA"); the Oregon Department of Energy ("ODOE") and the Bonneville Power Administration ("BPA") and the IOUs have all been granted intervention in UM 1394 (CUB, ICNU, Exergy, Renewable Northwest Project, Iberdrola Renewables, CREA, ODOE and BPA are hereafter sometimes referred to collectively as the "Stakeholders"); and

WHEREAS, the IOUs filed initial comments in UM 1394 on November 6, 2008, and the Parties and Stakeholders thereafter filed opening comments in UM 1394 on December 12, 2008; and

WHEREAS, the Parties held a series of workshops to discuss issues surrounding UM 1394 on November 12, 2008, January 9, 2009, and February 23, 2009; and

WHEREAS, based upon the outcome of those workshops, the Parties have reached an understanding and agreement with respect to the provision of QRE service within their respective Oregon allocated service territories; and

WHEREAS, the IOUs intend to further explore the option of providing QRE service outside their respective allocated service territories for generators for which they act as the Balancing Authority; and

WHEREAS, to accomplish the objectives stated above, the Parties desire to enter into this MOU regarding QRE service by the IOUs and the suspension of UM 1394;

NOW, THEREFORE, in consideration of the mutual promises expressed herein and other good and valuable consideration, the receipt and sufficiency of which are hereby accepted, the Parties agree as follows:

Terms

1. QRE Service. The IOUs agree to voluntarily offer QRE service pursuant to the independently developed terms and conditions of their respective form QRE services agreements attached hereto as Exhibit "A." However, nothing in this Agreement shall prevent an IOU and QRE customer from mutually agreeing to alter any portion their service agreement.

2. Suspension of UM 1394. The Parties shall request and recommend that the Commission suspend UM 1394.

The ODOE is adopting a process to allow retroactive creation of RECs from generation beginning in 2007. If any Stakeholder or Party requests, the Parties agree to reconvene another workshop at a mutually agreeable time and place after the ODOE adopts a process that allows for the retroactive creation of RECs to assess the provision of QRE services for the creation of retroactive RECs by the IOUs.

The Parties agree to reconvene another workshop among the Stakeholders and the Parties at a mutually agreeable time and place on or about March 15, 2011, in order to assess the provision of QRE services by the IOUs under the form QRE service agreements. Based on the results of that workshop, Staff shall make an assessment and recommendation as to whether to initiate further proceedings under UM 1394, including but not limited to: (1) further briefing by Staff, the IOUs, and the Stakeholders on the issue of Commission authority and jurisdiction to require the IOUs to provide QRE service; (2) further discussions on providing QRE service outside the IOUs' respective allocated service territories for which they act as the Balancing Authority; (3) further discussions on pricing and price changes; (4) further workshops; or (5) holding a potential hearing.

Nothing in this agreement precludes the Commission from reopening UM 1394 or any other investigation, and by signing this agreement, Staff does not waive its right to request the Commission to reopen UM 1394 or any other investigation for cause. The Parties further agree that this MOU in no way precludes the Stakeholders from pursuing any available remedies.

3. Commission Jurisdiction. The Parties acknowledge that a dispute exists as to whether the Commission has jurisdiction or authority to require the IOUs to provide QRE service. Notwithstanding anything contained herein to the contrary, the IOUs do not consent to the assertion of Commission jurisdiction or authority with respect to the provision of QRE service by the IOUs and reserve any and all rights to challenge the Commission's jurisdiction regarding the same.

4. Provision of QRE Service. The parties acknowledge that the IOUs have voluntarily agreed to provide QRE service pursuant to the terms and conditions of their respective form QRE service agreements. The IOUs cannot leave the business of being a QRE before the first two-year review proceeding/meeting without notifying the Commission.

5. Third Party QRE Service Providers. The parties acknowledge and agree that other individuals and/or entities currently provide QRE service to generators and that other entities may provide such service in the future. As a result, the parties agree that if an IOU agrees

to provide QRE service, this does not create an exclusive service provider obligation on an IOU or require an IOU to provide this service as a provider of last resort.

6. Good Faith Covenant to Cooperate. It is the parties' intent to work together in good faith to fulfill their respective obligations under this MOU. Each party specifically acknowledges and agrees that it shall cooperate with the other party to effectuate the purposes of this MOU.

7. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the state of Oregon. The parties further agree that the proper venue and jurisdiction for any disputes surrounding this MOU shall be the Commission.

8. No Joint Venture. This MOU shall not be deemed to create a partnership, joint venture, or agency relation among or between the parties.

9. Authorization. Each individual executing this MOU represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he or she signs to execute and deliver this MOU in the capacity and for the entity set forth where he or she signs and that as a result of his or her signature, this MOU shall be binding upon the party for which he or she signs.

10. Entire Agreement. This MOU sets forth the entire understanding among the parties and fully supersedes any and all prior understandings, oral or written, between the parties pertaining to the subject of this MOU. This MOU may only be amended or modified in writing.

11. Parties' Positions. The parties agree that the agreements reached in this MOU shall not be cited or used as indicative of a party's position on the issues resolved or as any other type of precedent or evidence in any other case or proceeding. In particular, this MOU does not constitute an agreement by any party to the theories used by any party in deciding to enter this MOU.

12. Facts and Legal Positions. The parties have entered in to this MOU to resolve disputed issues and no party admits or denies any fact or legal position at issue.

13. Adoption by Commission. The parties recommend that the Commission adopt this MOU in its entirety. The parties have negotiated this MOU as an integrated document. Accordingly, if the Commission in any order rejects all, or any part of this MOU, or adds to or changes any of its terms, each party reserves the right to withdraw from the MOU upon written notice to the Commission and the parties within fifteen (15) days of receiving notice of any such action by the Commission. In the event of such withdrawal, the party will not be bound by any provision of this MOU, and no such term may cited or used against any party in connection with any case or proceeding, or otherwise.

14. Counterparts. This MOU may be executed in counterparts and each signed counterpart will constitute an original document.

IN WITNESS WHEREOF, this MOU shall be dated and effective on date and year first above written.

PUBLIC UTILITY COMMISSION OF OREGON STAFF

By: Michael T. _____

Its: Attorney

PACIFICORP

By: Jana Alexander White

Its: Attorney

IDAHO POWER COMPANY

By: _____

Its: _____

PORTLAND GENERAL ELECTRIC COMPANY

By: _____

Its: _____

IN WITNESS WHEREOF, this MOU shall be dated and effective on date and year first above written.

PUBLIC UTILITY COMMISSION OF OREGON STAFF

By: _____

Its: _____

PACIFICORP

By: _____

Its: _____

IDAHO POWER COMPANY

By: _____

Its: _____

PORTLAND GENERAL ELECTRIC COMPANY

By: Bill Fickelton 

Its: VICE PRESIDENT

IN WITNESS WHEREOF, this MOU shall be dated and effective on date and year first above written.

PUBLIC UTILITY COMMISSION OF OREGON STAFF

By: _____

Its: _____

PACIFICORP

By: _____

Its: _____

IDAHO POWER COMPANY

By: *Lisa Rechner*

Its: *Attorney*

PORTLAND GENERAL ELECTRIC COMPANY

By: _____

Its: _____

EXHIBIT "A"

QUALIFIED REPORTING ENTITY AGREEMENT

Executed by Idaho Power Company

and

CUSTOMER NAME

(Providing for reporting of certain meter information by Idaho Power Company to the Western Renewable Energy Generation Information System)

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Exhibit A Generation Unit Identification and associated Meter Point

This QUALIFIED REPORTING ENTITY AGREEMENT (Agreement) is executed by Idaho Power Company, (Company) and _____ ("Customer"). The Company and the Customer are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

Western Renewable Electricity Generation Information System (WREGIS) provides an independent, renewable energy tracking system for the region covered by the Western Electricity Coordinating Council (WECC). Participation in WREGIS is voluntary.

The Company has voluntarily registered with WREGIS as a Qualified Reporting Entity (QRE) and has been approved as a QRE by the WREGIS Administrator.

The Company is uniquely suited to be a QRE for Renewable Generation Units within the Company's Balancing Authority and Control Area.

The Customer has voluntarily registered as an Account Holder in WREGIS and registered certain Generating Units with WREGIS.

The Customer wishes to select the Company to act as its QRE for the Customer's Generating Unit identified in Exhibit A of this Agreement.

NOW THEREFORE, in order to define the roles and responsibilities that arise to enable the Company to serve as the Customer's QRE, the Parties agree as follows:

1. AVAILABILITY

This Agreement shall only be available for a Customer's Generation Unit that is 1) a Renewable electrical generation resource, 2) located in the States of Idaho or Oregon, 3) registered with WREGIS, 4) within the Balancing Authority of the Company, 5) is prohibited from self-reporting because of WREGIS size limitations and 6) provides Revenue-Quality Meter Output to the Company as specified within this Agreement.

Each individual Generation Unit will require a separate Agreement.

2. TERM AND TERMINATION

This Agreement shall be effective upon execution by the Parties and shall continue in effect until XXX, XX 20XX or until such time as 1) Customer providing 60 days written notice to the Company, chooses to terminate or 2) this Agreement is terminated by either party upon Notice of Default and failure to cure as described in Section 12 of this Agreement.

The Company shall commence providing the QRE service as specified under this Agreement 1) after this Agreement has been executed by both Parties, 2) once the Customer is capable of providing the Company with Revenue-Quality Meter Output, 3) after the Customer has paid all applicable fees, and 4) after the first full Generation Month has occurred.

3. INCORPORATION OF WREGIS DOCUMENTS

There are three WREGIS documents that govern the relationship between the Customer and WREGIS, as well as the relationship between the Company and WREGIS. They are:

- (a) WREGIS Terms of Use Agreement (a.k.a. Account Holder Registration Agreement). The WREGIS Terms of Use Agreement (WREGIS TOU) incorporates by reference the WREGIS Operating Rules and WREGIS Interface Control Document.
- (b) WREGIS Operating Rules
- (c) WREGIS Interface Control Document

Prior to executing this Agreement Customer must become a WREGIS Account Holder by executing the WREGIS Terms of Use Agreement.

This QRE Agreement hereby incorporates by reference, in their entirety, the general form versions of the WREGIS TOU, Operating Rules, and Interface Control Document (each available at www.wregis.org or by contacting the WREGIS Administrator) and any subsequent revisions to or versions thereof. This QRE Agreement refers to these three WREGIS documents for definitional and other binding purposes.

4. DEFINITIONS

- (a) "Account Holder" is defined in section 2 of the WREGIS Operating Rules.
- (b) "Balancing Authority" is defined in attachment 1 of the WREGIS TOU.
- (c) "Certificate" is defined in section 2 of the WREGIS Operating Rules.
- (d) "Confidential Information" is defined in attachment 1 of the WREGIS TOU.
- (e) "Data" is defined in attachment 1 of the WREGIS TOU.
- (f) "Dispute Resolution" is defined as the process described in Section 24 of the WREGIS TOU document, unless such process conflicts with the Company's legal or regulatory obligations, which, in the event of conflict, will control.
- (g) "Generation Interconnection Process" is the Company's generation interconnection application and engineering review process developed to ensure a safe and reliable generation interconnection in compliance with all applicable regulatory requirements, Prudent Electrical Practices and national safety standards.
- (h) "Generation Month" is the calendar month in which the Generation Unit delivered energy to the Company.
- (i) "Generating Unit" (GU) is defined in section 2 of the WREGIS Operating Rules.
- (j) "Metering and Telemetry Equipment" as defined in section 9 of this Agreement.
- (k) "Monthly QRE Fee" as defined in section 7 of this Agreement.

- (l) "Monthly Generation Extract File" means a Data file that contains generation Data from the Customer's Point of Metering and conforms to the characteristics and requirements set forth in the WREGIS Interface Control Document.
- (m) "Output" is defined in attachment 1 of the WREGIS TOU.
- (n) "Point of Interconnection" means the point on the Company's electrical system where the Customer physically delivers the Customer's Renewable Generating Unit's energy to the Company.
- (o) "Point of Metering" means the point at which the Customer's Renewable Generating Unit electric generation Revenue-Quality Meter Output is measured.
- (p) "Qualified Reporting Entity" (QRE) is defined in attachment 1 of the WREGIS TOU.
- (q) "Renewable" is defined in section 2 of the WREGIS Operating Rules.
- (r) "Revenue-Quality Meter Output" is defined in section 2 of the WREGIS Operating Rules.
- (s) "Station Service" is defined in section 2 of the WREGIS Operating Rules.
- (t) "WECC" is defined in section 2 of the WREGIS Operating Rules.
- (u) "Western Interconnection" is defined in Attachment 1 of the WREGIS TOU.
- (v) "Western Renewable Energy Generation Information System" (WREGIS) is defined in recital 1 of the WREGIS TOU.
- (w) "Working Day" means a day of the week other than Saturday, Sunday, or any NERC or Federal holiday.

5. EXHIBITS

There is one exhibit to this Agreement, which is hereby incorporated by reference as:

Exhibit A Generation Unit Identification and Associated Meter Point

6. SCOPE

The Parties acknowledge that the Company may serve as a QRE only for Generating Units requesting this service that meet the Availability criteria as specified in this Agreement and for which Revenue-Quality Meter Output is available for the Customer's Renewable energy Generation Unit.

The specific Point of Metering that the Company will use in its performance as the QRE for the Customer are set forth in Exhibit A. By signing this Agreement, the Customer certifies that the Point of Metering listed in Exhibit A measures generation data only from the Generating Unit identified in Exhibit A and it meets the Availability criteria of this Agreement.

The Customer shall notify the Company at least thirty (30) Working Days prior to any material changes being made to the Point of Metering set forth in Exhibit A. Such notice shall comply with the Notices and Contact Information procedures of section 12 of this Agreement. Following such notification, the Parties will determine whether such changes are mutually acceptable and can be added to Exhibit A.

7. FEES

(a) Meter and Telemetry Equipment fee

The Customer shall be responsible for all costs associated with the equipment, installation, communication lines, operations and maintenance of the Metering and Telemetry Equipment as required within this Agreement. The required equipment, cost and payment of these costs will be determined by the Company's routine Generation Interconnection Process.

(b) Initial QRE Agreement set up fee

The Customer shall be responsible for a onetime, non-refundable set up fee of \$205. This amount shall be payable to the Company within 15 days of the date this Agreement is executed. The Company will not begin any setup of the Customer's Generation Unit in the Company's WREGIS reporting system until such time as this payment has been received by the Company.

(c) Monthly QRE Fee

The Customer shall be responsible to pay a Monthly QRE Fee to the Company for this QRE service for each Generation Unit.

i. This fee shall be the sum of all costs that the Company incurs in processing, managing and administering this QRE Reporting function including but not limited to direct payroll, loadings, taxes, and overheads. The fee will also include a profit margin equal to the Company's Idaho Commission - authorized return on equity.

ii. Monthly QRE Fee through December 31 of the first calendar year of this Agreement shall be \$56.00

iii. This amount shall be payable to the Company by the last day of the Generation Month. On or before the 15th Working Day of the Generation Month, the Company shall submit to the Customer a billing for the fees due for that Generation Month. This billing shall be provided to the Customer in the manner selected by the Customer identified in section 14 of this Agreement. If the Customer elects to pay fees in advance (i.e. quarterly, annually, etc) the Company shall deduct the current fees from the Customers prepaid amounts and report the balance of the Customers prepayment on the monthly billing. The Customer and the Company may mutually agree to net this billing against other payments associated with the Generation Unit. (i.e. – energy payments under a purchase power agreement).

iv. Annual adjustment of the Monthly QRE Fee

In January of the second calendar year and for all subsequent calendar years, the Company shall update the Monthly QRE Fee calculation to reflect the most recent Company values.

The Company will notify the Customer in writing of any applicable changes to the Monthly QRE Fee by January 31st of each year, to become effective beginning with the March Generation Month of each calendar year.

v. Other cost adjustments

If WREGIS, WECC, or any other entity which has the ability and/or jurisdiction to modify the QRE reporting process requires a change in the QRE reporting process, the Company shall determine the cost of revising its internal process(es) and the costs shall be billed to and payment received from the Customer prior to the Company making the required changes.

- 1) If these changes require the Company to change the setup of the Customer's account either in the Company's or the WREGIS system, a onetime setup change fee will be charged to the Customer.
- 2) If these changes require additional monthly processing, the Monthly QRE Fee will be adjusted to reflect this change in process.

(d) Failure to pay fees

- i. A Customer's failure to pay the Meter and Telemetry Equipment fees, as specified in item 7a, or the Initial QRE Agreement set up fee as specified above in item 7b this Agreement shall result in automatic termination of this Agreement and will not be subject to the Default process identified in section 12 of this Agreement.
- ii. In the event the Customer fails to pay the Monthly QRE Fee as specified above in item 7c for any Generation Month, the Company will not report any data to WREGIS for that Generation Month at any time and no future Generation Month's Data will be supplied to WREGIS until all past due fees have been paid in full. Failure to pay the Monthly QRE Fee shall be an event of default.

8. QUALIFIED REPORTING ENTITY

The Company will serve as a Qualified Reporting Entity (QRE) to report the Customer's Renewable generation Data to WREGIS. In order for the Company to be able to perform this function, the Customer shall submit such Data to the Company by allowing the Company to collect such Data, at the Point of Metering set forth in Exhibit A, and in the manner set forth in sections 9, Measurement and 10, Reporting.

9. MEASUREMENT

- (a) Metering and Telemetry Equipment

- i. At the Customer's expense, the Company will design, supply, install, operate and maintain all Metering and Telemetry Equipment at the Generation Unit's Point of Interconnection to enable the project to provide Revenue-Quality Meter Output and meet the requirements of paragraph 9.3, Revenue Metering Standards of the WREGIS Operating Rules.
- ii. Upon receipt of a written request for a QRE Agreement from a potential Customer, the Company shall make an initial assessment of the existing metering and telemetry equipment to determine if it is able to provide Revenue-Quality Meter Output to the Company. If it is determined that any additions, changes or modifications to the metering or telemetry equipment is required, the Customer shall be required to contract with the Company through the Company's routine Generation Interconnection Process to install the required metering and telemetry equipment.

(b) Estimates

When Revenue-Quality Meter Output is not available due to meter or telemetry hardware failure or metered data that is determined to be invalid due to meter malfunction or calibration/configuration error, the Company at the Customer's expense within a reasonable time shall take the necessary action to repair the meter or telemetry equipment.

The Company will rely on readings from Company and Customer provided redundant meters to establish an estimate of the MWh output of the Customer's Generation Unit for just the period of time that it is determined that the meter was not operating correctly. If redundant meters are not available, the Company shall use electrical industry standard practices to develop an estimate of the MWh output of the Customer's Generation Unit for just the period of time that it is determined that the meter was not operating correctly. This estimation process will only be used on a limited bases until such time as the repairs are completed and these Estimates will only be provided to WREGIS if WREGIS rules and guidelines allow use of these Estimates to be used in lieu of the actual Revenue-Quality Meter Output.

10. REPORTING

Beginning with the first full Generation Month in which Revenue-Quality Meter Output is available and after the Metering and Telemetry Equipment fee, Initial QRE Agreement set up fee and the Monthly QRE Fee has been paid by the Customer the Company shall begin Reporting as specified below:

(a) Monthly Generation Extract File

The Customer authorizes the Company to provide the Customer's Data directly to WREGIS in the form of the Monthly Generation Extract File

- i. Within the first 15 Working Days of the month following the Generation Month, the Company shall submit a Monthly

Generation Extract File to WREGIS on the Customer's behalf containing the Revenue-Quality Meter Output which will conform to the characteristics and Data requirements set forth in the WREGIS Interface Control Document.

- ii. As specified within the WREGIS Interface Control Document, WREGIS will notify the Customer via automated e-mail of the Data loaded into the Customer's account by the Company. The Customer shall then approve or dispute this data within 5 Working Days of the date the Company has submitted the Data to WREGIS. Failure of the Customer to approve or dispute this data within the 5 Working Days shall be deemed to be approval of the Data by the Customer.
- iii. If the Customer disputes the Data, the Customer shall 1) appropriately respond to the WREGIS notification and 2) notify the Company of this dispute within 5 Working Days from the date the Company submitted the Data to WREGIS. Notification of a dispute of the Data to the Company shall include but not be limited to detail of the Customer's dispute, the Customer's recommendation and evidence supporting the Customer's dispute.
- iv. Both parties shall in good faith work to resolve any dispute within 60 days from the date of notification of the dispute. At the end of 60 days the parties may mutually agree to continue their efforts to mutually resolve the dispute or if a mutual agreement is not reached, either party may request the dispute be resolved in the Dispute Resolution process as defined within this Agreement.

(b) Adjustments

After the Company submits the Monthly Generation Extract File to WREGIS, and the Customer has approved the Data, the Parties acknowledge that any information contained in the Monthly Generation Extract File shall be final for purposes of WREGIS reporting, subject only to the adjustment procedures set forth in section 9.4 of the WREGIS Operating Rules.

11. INDEMNITY, HOLD HARMLESS AND WAIVER

(a) Acknowledgment

The Parties acknowledge that the Company is voluntarily agreeing to serve as a QRE.

(b) Customer Solely Responsible for Data Submitted to the Company

The Customer is solely responsible for the Data created and submitted to the Company, acting as a QRE, to forward to WREGIS.

Pursuant to this Agreement the Customer provides permission to the Company to gather Data from the Points of Metering listed in Exhibit A. All such Data is

considered Data which the Customer has created and submitted to the Company, notwithstanding the fact that the Company, rather than the Customer will gather it.

(c) Indemnity and Hold Harmless

The Customer shall indemnify and hold the Company, its officers, employees, agents, or representatives, harmless for any and all liability to third parties for damages associated with the Company's performance of the QRE function unless such damages result solely from the intentional or reckless misconduct of the Company. The indemnification contained in this subsection includes, but is not limited to, liability arising from: the Data contained in the Monthly Generation Extract File, or any other financial injury, or damage to persons or property.

(d) Waiver of Causes of Action and Claims for Damages

The Customer further agrees to waive any and all causes of action arising under or in respect to this Agreement, whether in contract, tort or any other legal or equitable theory (including strict liability) against the Company. In no event shall the Company be liable to the Customer its board of directors, employees, agents, or representatives for any demands, direct costs, lost or prospective profits or any other losses, liabilities or expenses, whether special, punitive, exemplary, consequential, incidental, or indirect in nature, that are in any way associated with the Company's performance of the QRE function or that arise under or in respect of this Agreement unless such demands, losses, liabilities or expenses result solely from the intentional or reckless misconduct of the Company. This includes, but is not limited to, damages based on Data contained in the Monthly Generation Extract File, or any other damages arising from financial injury or damage to persons or property.

12. Disputes and Defaults

Disputes – The parties shall mutually cooperate to resolve any disputes of this Agreement. Only after an unsuccessful reasonable attempt to mutually resolve a dispute shall a party or parties submit the dispute to the Dispute Resolution process as defined in section 4f of this Agreement.

Notice of Default - If either party fails to perform any of the terms or conditions of this Agreement (an "event of default"), the nondefaulting Party shall cause notice in writing to be given to the defaulting Party, specifying the manner in which such default occurred. If the defaulting party shall fail to cure such default within the sixty (60) days after service of such notice, or if the defaulting party reasonably demonstrates to the other party that the default can be cured within a commercially reasonable time but not within such sixty (60) day period and then fails to diligently pursue such cure, then, the nondefaulting Party may, at its option, terminate this Agreement.

13. NOTICE REGARDING CONFIDENTIALITY

By signing this Agreement, the Customer acknowledges that, pursuant to section 11 of the WREGIS TOU, any Data that the Company, acting as a QRE, provides to WREGIS shall reside in WREGIS and the Customer will have no control over such Data's use other than that provided for under the WREGIS TOU.

By signing this Agreement the Customer further acknowledges that, confidentiality of information shall be governed by section 13 of the WREGIS TOU.

14. STANDARD PROVISIONS

(a) Amendments

Except where this Agreement explicitly allows for one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(b) Entire Agreement and Order of Precedence

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement. The body of this Agreement shall prevail over the exhibits to this Agreement in the event of a conflict.

(c) Information Exchange

To the extent not set forth in previous sections of this Agreement, the Parties shall provide each other with any information that is reasonably required to administer this Agreement.

(d) Assignment

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld.

(e) No Third-Party Beneficiaries

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

(f) Waivers

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

(g) Each Party Has Read Agreement

Each Party represents and warrants that it or its responsible agent has read this Agreement and understands its contents.

(h) Governing Law and Dispute Resolution

This Agreement shall be interpreted consistent with and governed by the laws of the State in which the Customer's Generation Unit is physically located.

The Parties shall identify issue(s) in dispute and make a good faith effort to negotiate a resolution of disputes before either Party may initiate litigation. Such good faith effort shall include discussions or negotiations between the Parties' executives or managers. During a contract dispute or contract issue between the Parties arising out of this Agreement, the Parties shall continue performance under this Agreement pending resolution of the dispute, unless to do so would be impossible or impracticable. Both Parties reserve the right to seek judicial resolution of any dispute arising under this Agreement.

14. NOTICES AND CONTACT INFORMATION

Any notice required under this Agreement shall be in writing and shall be delivered: (a) in person; or (b) with proof of receipt, by a nationally recognized delivery service or by United States Certified Mail; or (c) electronic mail (e-mail) followed by proof of receipt, by a nationally recognized delivery service or by United States Certified Mail

Notices are effective when received. Either party may change the name or address for receipt of notice by providing notice of such change. The parties shall deliver notices to the following person and address:

If to the Customer:

(Customer Name)
(Customer Address)
(Customer City, State, Zip)
Attention: (Customer Contact)
Title: (Customer Title)
Phone:
Fax:
E-Mail:

Invoicing method (select one):
E-Mail: U S Mail:

If to the Company:

Attention:
Phone:
Fax:
E-Mail:

If by First Class Mail:
Idaho Power Company
P O Box 70
Boise, ID 83707

If by Overnight Delivery Service:
Idaho Power Company
1221 W Idaho
Boise, ID 83702

13. SIGNATURES

Each Party represents that it has the authority to execute this Agreement and that it has been duly authorized to enter into this Agreement.

CUSTOMER NAME

Idaho Power Company

By: _____
Name: _____
(Print/Type)
Title: _____
Date: _____

By: _____
Name: _____
(Print/Type)
Title: _____
Date: _____

EXHIBIT A

GENERATION UNIT IDENTIFICATION AND ASSOCIATED METER POINT

WREGIS Generation Unit Identification	Meter Number	Meter Point Name	Meter Multiplier	Company Unique Meter Point Identification (i.e. – MV 90 header number)

QUALIFIED REPORTING ENTITY SERVICES AGREEMENT

This Qualified Reporting Entity Services Agreement (this "Agreement") is entered into by and between PacifiCorp ("PacifiCorp") and _____ ("Counterparty"; PacifiCorp and Counterparty may be referred to individually herein as "Party" and collectively as "Parties") as of _____, 2009, with reference to the following:

WHEREAS, Counterparty represents to PacifiCorp that it owns or otherwise has the rights to all or part of the non-energy attributes of the generation from that certain electric generation facility more particularly described on Exhibit __ hereto (the "Facility"), or other rights respecting the Facility itself enabling it to lawfully enter hereinto; and

WHEREAS, The Western Renewable Electricity Generation Information System ("WREGIS") is a system tracking quantities of renewable energy generation generated by electric generating facilities in the nature of the Facility, as a Facility pursuant to WREGIS Terms of Use ("TOU"); and

WHEREAS, WREGIS requires that each Facility have a designated Qualified Reporting Entity; and

WHEREAS, Counterparty is an Account Holder in WREGIS and wishes to register the Facility with WREGIS; and

WHEREAS, Counterparty wishes to retain PacifiCorp to act as its WREGIS-defined Qualified Reporting Entity ("QRE") for the Facility;

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

I. Definitions; Rules of Construction.

1.1 Initially capitalized terms used and not otherwise defined herein are defined in the in the Operating Rules or in Attachment 1, Definitions of the WREGIS TOU:

1.2 "Affiliate" means, with respect to any entity, each entity that directly or indirectly controls, is controlled by, or is under common control with, such designated entity, with "control" meaning the possession, directly or indirectly, of the power to direct management and policies, whether through the ownership of voting securities or by contract or otherwise. Notwithstanding the foregoing, with respect to PacifiCorp, Affiliate shall only include MidAmerican Energy Holdings Company and its direct, wholly owned subsidiaries.

1.3 "Business Day" means a day of the week other than Saturday, Sunday, or a federal holiday.

1.4 “Electric System Authority” means each of NERC, WECC, WREGIS, an RTO, a regional or sub-regional reliability council or authority, and any other similar council, corporation, organization or body of recognized standing with respect to the operations of the electric system in the WECC region.

1.5 “FERC” means the Federal Energy Regulatory Commission.

1.6 “Generation Interconnection Agreement” means the agreement entered into separately between Counterparty and Interconnection Provider concerning the Interconnection Facilities.

1.7 “Facility” is defined in the Preamble.

1.8 “Interconnection Facilities” means all the facilities installed, or to be installed, for the purpose of interconnecting the Facility to the System, including electrical transmission lines, upgrades, transformers and associated equipment, substations, relay and switching equipment, and safety equipment.

1.9 “Interconnection Provider” means the FERC-regulated or United States Department of Energy entity with whom the Facility has contracted for interconnection to the electric transmission grid; in the event Interconnection Provider is PacifiCorp, PacifiCorp would be the Interconnection Provider operating in its regulated transmission function, and not as the party hereto.

1.10 “Metering External Webpage” means a website owned and operated by PacifiCorp that PacifiCorp may at its option, but without being obligated to do so, make available and operate for the display of all data that will be included in the Monthly Generation Extract File.

1.11 “Monthly Generation Extract File” means a data file that contains generation data from Counterparty’s Points of Metering and conforms to the characteristics and requirements set forth in the WREGIS Interface Control Document.

1.12 “NERC” means the North American Electric Reliability Corporation.

1.13 “Points of Metering” means the points at which electric generation is measured.

1.14 “Prudent Electrical Practices” means any of the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry or any of the practices, methods or acts, which, in the exercise of reasonable judgment in the light of the facts known at the time a decision is made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Prudent Electrical Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts.

1.15 “QRE” means a WREGIS-defined Qualified Reporting Entity.

- 1.16 “Renewable” is defined in section 2 of the WREGIS Operating Rules.
- 1.17 “Requirements of Law” means any applicable federal, state and local law, statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any federal, state, local or other Governmental Authority or regulatory body (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).
- 1.18 “Settlement Estimation Procedures” means a calculation based on standard utility estimation rules using algorithms developed and approved by PacifiCorp’s billing department.
- 1.19 “System” means the electric transmission substation and transmission or distribution facilities owned, operated or maintained by Transmission Provider, which shall include, after construction and installation of the Facility, the circuit reinforcements, extensions, and associated terminal facility reinforcements or additions required to interconnect the Facility, all as set forth in the Generation Interconnection Agreement.
- 1.20 “Tariff” means PacifiCorp FERC Electric Tariff Fifth Revised Volume No. 11 Pro Forma Open Access Transmission Tariff.
- 1.21 “Transmission Provider” means the FERC-regulated or United States Department of Energy entity with whom the Facility has contracted for electric transmission at and away from the Facility to any point on, or interconnection with, the electric transmission grid; in the event Transmission Provider is PacifiCorp, PacifiCorp would be the Interconnection Provider operating in its regulated transmission function, and not as the party hereto..
- 1.22 “Wholesale Generation Also Serving On-Site Loads” is defined in section 2 of the WREGIS Operating Rules.
- 1.23 “WECC” means the Western Electricity Coordinating Council.
- 1.24 “WREGIS” means the Western Renewable Energy Generation Information System.
- 1.25 “WREGIS Certificate” or “Certificate” means “Certificate” as defined by the WREGIS Operating Rules.
- 1.26 “WREGIS Operating Rules” means the operating rules and requirements adopted by WREGIS, including the TOU.
- 1.27 General Rules of Interpretation. Unless otherwise required by the context in which any term appears, (a) the singular includes the plural and vice versa; (b) references to “Articles,” “Sections,” “Schedules,” “Annexes,” “Appendices” or “Exhibits” are to articles, sections, schedules, annexes, appendices or exhibits hereof; (c) all references to a particular entity or an electricity market price index include a reference to such entity’s or index’s successors; (d) “herein,” “hereof” and “hereunder” refer to this Agreement as a whole; (e) all

accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles consistently applied; (f) the masculine includes the feminine and neuter and vice versa; (g) “including” means “including, without limitation” or “including, but not limited to”; (h) all references to a particular law or statute mean that law or statute as amended from time to time; and (i) the word “or” is not necessarily exclusive.

1.28 Interpretation with FERC Orders. Each Party conducts and shall conduct its operations in a manner intended to comply with FERC Order No. 717, Standards of Conduct for Transmission Providers, requiring the separation of its transmission and merchant functions. Moreover, the Parties acknowledge that each of Transmission Provider’s and Interconnection Provider’s transmission function offers transmission service on its system in a manner intended to comply with FERC policies and requirements relating to the provision of open-access transmission service. Counterparty agrees to conduct itself and operate the Facility in accordance with all Requirements of Law, all requirements of all applicable Electric System Authorities, and all requirements of the Interconnection Agreement.

1.28.1 Counterparty agrees to enter into the Generation Interconnection Agreement with the Interconnection Provider. The Generation Interconnection Agreement shall be a separate and free standing contract and the terms hereof are not binding upon the Interconnection Provider or Transmission Provider, although both are express third party beneficiaries hereof.

1.28.2 Notwithstanding any other provision in this Agreement, nothing in the Generation Interconnection Agreement, nor any other agreement between Counterparty on the one hand and Transmission Provider or Interconnection Provider on the other hand, nor any alleged event of default thereunder, shall alter or modify the Parties’ rights, duties, and obligation hereunder. Likewise, nothing herein or connected with the performance by PacifiCorp hereof shall affect or impair the rights of Interconnection Provider or Transmission Provider, under the Interconnection Agreement or otherwise. This Agreement shall not be construed to create any rights between Counterparty and the Interconnection Provider or between Counterparty and the Transmission Provider.

1.28.3 Counterparty expressly recognizes that, for purposes hereof, the Interconnection Provider and Transmission Provider each shall be deemed to be a separate entity and separate contracting party from PacifiCorp whether or not the Generation Interconnection Agreement is entered into with Interconnection Provider or an affiliate thereof. Counterparty acknowledges that PacifiCorp, acting in its merchant capacity function as purchaser hereunder, has no responsibility for or control over Interconnection Provider or Transmission Provider, and is not liable for any breach of agreement or duty by Interconnection Provider or Transmission Provider. Nothing in this Agreement shall operate to diminish, nor shall this Agreement extend to, Interconnection Provider or Transmission Provider’s use, retention, or disclosure of Counterparty or Facility information (including information within the scope of this Agreement) in connection with PacifiCorp operating in its transmission function, including its carrying out of its obligations and business practices as a Balancing Authority or activities undertaken pursuant to the Tariff.

II. Term and Termination.

2.1 This Agreement shall be effective upon execution by the Parties and shall continue in effect until such time as either Party, upon providing 60 days written notice to the other Party, chooses to terminate. PacifiCorp may initiate any regulatory proceedings it deems appropriate to terminate this Agreement prior to the effectiveness of such termination. Notwithstanding the foregoing, (a) Counterparty may terminate this Agreement upon an event of default by PacifiCorp if PacifiCorp does not cure such event of default within 10 days of written notice; (b) PacifiCorp may terminate this Agreement upon an event of default by Counterparty if Counterparty does not cure such event of default within 10 days of written notice, (c) PacifiCorp may terminate this Agreement if the Facility fails to meet the requirements of Section 3.1 hereof and such failure is not cured within 30 days, and (d) Either Party may terminate this Agreement immediately upon notice to the other if Counterparty or the Facility fail to comply with Section 1.28. This Agreement may also be terminated as otherwise set forth herein.

III. QRE Services.

3.1 QRE Services. PacifiCorp will, on the terms set forth herein, serve as a QRE for the Facility so long as the Facility meets the definition of Renewable, is within the metered boundaries of PacifiCorp's Balancing Authority and is equipped with either: (1) Transmission Provider or Interconnection Provider (as applicable) owned and operated meters; or (2) meters that meet the Interconnection Provider's requirements and (3) meet all applicable WREGIS requirements.

3.2 Compensation to PacifiCorp. In exchange for the services performed by PacifiCorp hereunder, Counterparty shall pay PacifiCorp as follows: Counterparty shall pay PacifiCorp a one-time initial setup fee of \$280, which shall be due upon execution of this Agreement. The Counterparty shall pay PacifiCorp a monthly reporting fee of \$50 per generating unit for which PacifiCorp reports output to WREGIS, provided that PacifiCorp may, in its discretion, assess and bill for all fees due hereunder on an annual, rather than monthly, basis. Other than the initial setup fee, which shall be due in advance, all other fees due hereunder shall be due within ten days of PacifiCorp's issuance of an invoice for such fees. PacifiCorp will review costs associated with this service on an annual basis, and may make necessary adjustments to the monthly reporting fee charged herein. Any change in the monthly reporting fee will become effective only after a minimum thirty (30) days prior written notice to Counterparty. In the event WREGIS, WECC, or any other entity with the ability or jurisdiction to modify the QRE reporting process requires a change that materially increases the costs to PacifiCorp of providing QRE services, PacifiCorp may pass those costs to the Counterparty by increasing the monthly reporting fee. PacifiCorp will use best efforts to provide Counterparty with prior notice before billing Counterparty for such increased costs. The fees set forth herein relate to PacifiCorp serving as a QRE for Counterparty pursuant to the terms of this Agreement. The necessary metering is a prerequisite for this service and is not covered in the fees described above.

3.3 Points of Metering. The Points of Metering that PacifiCorp will use are set forth in Exhibit A. Counterparty certifies that all Points of Metering listed in Exhibit A measure data only from Facility that meet the definition of Renewable. Counterparty shall notify PacifiCorp at

least thirty (30) Business Days prior to making any proposed material changes to the Points of Metering. Following such notification, the Parties will decide whether such changes are mutually acceptable. If such changes are not acceptable to PacifiCorp, PacifiCorp may terminate this Agreement.

3.4 Expenses. Except as otherwise provided in the Interconnection Agreement (and in such case, only vis-à-vis Interconnection Provider), Counterparty shall bear all costs and expenses, including those incurred by PacifiCorp, relating to all metering or other equipment installed to accommodate Counterparty's Facility.

3.5 Reporting. Counterparty hereby grants to PacifiCorp sole and exclusive permission and authority to report Data and Output to WREGIS and warrants and represents that neither Counterparty nor any other person or entity acting on behalf of Counterparty has granted, or will hereafter grant during the term hereof any similar data reporting authority or permission to any other QRE or WREGIS Account Holder or to any other party or Agent for use in WREGIS, or any other energy tracking system, for the Facility. As a precondition for PacifiCorp to be able to perform hereunder, Counterparty shall submit Counterparty's Output data to PacifiCorp by allowing PacifiCorp to collect such data, at the Points of Metering, and report such data in the manner set forth herein.

3.5.1 Monthly Generation Extract File. Once a month PacifiCorp shall submit a Monthly Generation Extract File to WREGIS on Counterparty's behalf, which will conform to the characteristics and data requirements set forth in the WREGIS Interface Control Document.

3.5.2 Reporting Cycle. PacifiCorp shall submit the Monthly Generation Extract File to WREGIS no sooner than the last business day of each month for data collected during the pervious month, or previous portion of month. PacifiCorp shall submit such data no later than the end of the calendar month following the end date of the output being reported.

3.5.3 Verification. Should PacifiCorp choose at its option to operate and make available a Metering External Webpage, PacifiCorp may in its reasonably exercised discretion grant Counterparty access for Counterparty to verify such information as prescribed by PacifiCorp from time to time, and to timely notify PacifiCorp in writing of any errors Counterparty detects.

3.5.4 Adjustments. After PacifiCorp submits the Monthly Generation Extract File to WREGIS, any information contained in the Monthly Generation Extract File shall be final for purposes of WREGIS reporting, subject only to the adjustment procedures set forth in the WREGIS Operating Rules, which shall be Counterparty's responsibility to implement if necessary.

3.6 Obligations of Counterparty. Counterparty shall report and provide to PacifiCorp accurate and complete generation Data and Output information for the Facility. Counterparty shall send the Data and other Output Information in a format and in compliance with any protocols which PacifiCorp may specify to Counterparty. Counterparty has a continuing duty to immediately notify PacifiCorp, if and when any generation Data or Output information has been

sent in error or ceases to be truthful, accurate, or complete and to supply the corrected data as soon as practical, but not later than five (5) Business Days from the date Counterparty discovers that discrepancy in the Data or Output information.

3.7 WREGIS Fees. Counterparty is solely responsible for the payment directly to WREGIS of any and all WREGIS fees and costs that are required to register Counterparty's Facility and, to the extent the Generator Owner is a WREGIS Account Holder, Counterparty is responsible for the payment directly to WREGIS of all other WREGIS fees incident to the reporting of Generator Data and Output to WREGIS. Counterparty acknowledges and agrees that PacifiCorp shall have no obligation to advance or make payment of WREGIS fees or costs on Counterparty's behalf. Upon request by PacifiCorp made if PacifiCorp has received such a request from WREGIS or any regulator or third party, Counterparty shall provide PacifiCorp with evidence of payment of WREGIS fees and costs; failure to provide such information to PacifiCorp, upon request, shall constitute an event of default under this Agreement.

3.8 WREGIS Accounts. Counterparty will be solely responsible to make arrangements and registrations and for entering into any such agreements that are necessary to establish transfer of Certificates directly to proper Accounts or Subaccounts of Counterparty. Counterparty agrees that such arrangements shall preclude the need for PacifiCorp to act as custodian of such Certificates or to be responsible in any way to hold such Certificates in any Account or Subaccount of PacifiCorp or bear any responsibility, possession, obligation, or risk of loss with respect to Certificates created, held, or owned, with respect to the Facility. Counterparty acknowledges that, pursuant to section 11 of the WREGIS TOU, any generation data that PacifiCorp, acting as a QRE, provides to WREGIS shall reside in WREGIS and Counterparty will have no control over such data's use other than that provided for under the WREGIS TOU.

3.9 Obligations of PacifiCorp. PacifiCorp shall specify for Counterparty the protocols, reporting frequency, data file formats, and communication protocols for reporting generating Data, or Output, as necessary. PacifiCorp shall timely report to WREGIS Counterparty Data and/or Output information as specified in the most current WREGIS Interface Control Document (ICD). PacifiCorp shall not use or disclose Counterparty generation Data for any other purpose than reporting the Data to WREGIS, except as may be required by law, the Public Utility Commission of Oregon, any other state, federal, municipal or other regulator or governmental authority with jurisdiction over PacifiCorp or any of its assets, or a court of competent jurisdiction or as required under the terms of an existing agreement between the Parties. PacifiCorp shall not use Generator Owner generation Data for any other purpose. Notwithstanding the foregoing, PacifiCorp shall not be responsible for handling, account administration, transfer, evidence of, or any determination of Counterparty Certificate ownership or any other obligations for Certificates of Counterparty with regard to Certificates; and Counterparty shall bear all responsibility for such handling, account administration, evidence of, or any determination of Counterparty Certificate ownership and all other obligations pertaining to creation and ownership of such Certificates.

3.10 Measurement.

3.10.1 Meter Data. Counterparty authorizes PacifiCorp's metering services organization to provide Counterparty's meter data directly to WREGIS in the form of the Monthly Generation Extract File. Counterparty authorizes PacifiCorp to gather data from the Points of Metering listed in Exhibit A. All such data is considered data which Counterparty has created and submitted to PacifiCorp, notwithstanding that PacifiCorp, rather than Counterparty will gather it.

3.10.2 Wholesale Generation Also Serving On-Site Loads. If Counterparty has any Wholesale Generation Also Serving On-Site Loads (as defined in Article One above), such Facility will need to have the on-site load generation metered (and registered) separately from the generation that is supplied to the grid, in accordance with the WREGIS Operating Rules. Otherwise, PacifiCorp will not report any data from such Facility. If such Facility exist, they must be specified in Exhibit A.

3.10.3 Estimates. When meter readings are not available due to meter hardware failure or data that is determined to be invalid due to meter malfunction or calibration or configuration error, to the extent deemed by PacifiCorp to be appropriate and permitted pursuant to WREGIS TOU, PacifiCorp will, if possible, rely on readings from redundant meters whether such meters are PacifiCorp owned or not. If readings from redundant meters are not possible, PacifiCorp will estimate and report meter data according to PacifiCorp's Settlement Estimation Procedures.

3.10.4 Responsibility. Counterparty is solely responsible for the data created and submitted to PacifiCorp, acting as a QRE, to forward to WREGIS.

3.11 Regulatory Requirements. PacifiCorp may release information provided by Counterparty hereunder, or gathered by PacifiCorp in connection herewith, to comply with any regulatory requirements applicable to PacifiCorp or if requested by a PacifiCorp regulator or if required by any other federal law or court order. Counterparty waives all applicable provisions of the Tariff which require PacifiCorp to hold confidential information with respect to the Generator Owner and the Facility, to the extent necessary for PacifiCorp to report, as a QRE, generation Data and Output regarding the Generation Unit(s) and to carry out PacifiCorp's obligations under this Agreement. This provision shall survive any termination of this Agreement.

3.12 Grant by Counterparty. Counterparty hereby grants to, permits, and authorizes PacifiCorp the following:

3.12.1 PacifiCorp is hereby authorized to communicate and transact with WREGIS as Counterparty's sole and exclusive reporting source of generation data for the Facility, and WREGIS is hereby authorized to communicate and transact directly with PacifiCorp regarding any generation data issues for the Facility. PacifiCorp is hereby authorized to act on behalf of Counterparty, but only to the extent that PacifiCorp has lawful, contractual access to WREGIS.

3.12.2 PacifiCorp is hereby authorized to provide WREGIS with all generation data for the Facility that WREGIS requires, including, but not limited to, data required for preparation of required reports and billing.

3.12.3 PacifiCorp is authorized to undertake all actions which are reasonable and necessary to carry out the obligations set forth in the subsections above.

3.12.4 Counterparty retains all other rights and responsibilities and all other obligations to WREGIS.

IV. Indemnity and Hold Harmless by Counterparty.

4.1 Indemnity. To the extent permitted by Requirements of Law, Counterparty hereby indemnifies and agrees to hold PacifiCorp, its officers, employees, agents, or representatives, harmless for any and all liability that is in any way associated with PacifiCorp's performance hereunder. This includes liability arising from: the data contained in the Monthly Generation Extract File, or any other financial injury, or damage to persons or property. Without limiting the generality of the foregoing:

4.1.1 Waiver of Causes of Action and Claims for Damages. Counterparty hereby waives any and all causes of action arising under or in respect to this Agreement, whether in contract, tort or any other legal or equitable theory (including strict liability) against PacifiCorp. In no event shall PacifiCorp be liable to Counterparty its board of directors, employees, agents, or representatives for any demands, direct costs, lost or prospective profits or any other losses, liabilities or expenses, whether special, punitive, exemplary, consequential, incidental, or indirect in nature, that are in any way associated with PacifiCorp's performance of the QRE function or otherwise under or in respect of this Agreement.

4.2 Indemnity by Counterparty. Counterparty shall release, indemnify and hold harmless PacifiCorp, its Affiliates, and each of its and their respective directors, officers, employees, agents, and representatives (collectively, the "PacifiCorp Indemnities") against and from any and all losses, fines, penalties, claims, demands, damages, liabilities, actions or suits of any nature whatsoever (including legal costs and attorney's fees, both at trial and on appeal, whether or not suit is brought) (collectively, "Liabilities") resulting from, or arising out of, or in any way connected with, the performance by Counterparty of its obligations hereunder, or relating to the Facility, for or on account of (i) injury, bodily or otherwise, to, or death of, or (ii) for damage to, or destruction or economic loss of property of, any person or entity, excepting only to the extent such Liabilities as may be caused by the gross negligence or willful misconduct of any person or entity within the PacifiCorp Indemnities.

4.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, COUNTERPARTY ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM (1) THE FAILURE TO SEND DATA IN A FORMAT SPECIFIED BY PACIFICORP, (2) THE FAILURE TO USE PROTOCOLS SPECIFIED BY PACIFICORP OR (3) THE SENDING OF ERRONEOUS, UNTRUTHFUL, INACCURATE, AND/OR INCOMPLETE GENERATING DATA TO PACIFICORP OR THE SENDING OF ERRONEOUS,

UNTRUTHFUL, INACCURATE, AND/OR INCOMPLETE DATA BY PACIFICORP TO WREGIS. IN NO EVENT SHALL PACIFICORP BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHER INDIRECT LOSS OR DAMAGES RESULTING FROM ANY BREACH OF THIS AGREEMENT, WHETHER CAUSED BY THE NEGLIGENCE OR INTENTIONAL ACTIONS OF PACIFICORP (AND/OR ITS CONTRACTORS, AGENTS, AND EMPLOYEES), REGARDLESS OF WHETHER SUCH CLAIM FOR DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL PACIFICORP BE LIABLE FOR ANY LOSS OR HARM SUFFERED BY COUNTERPARTY OR ANY THIRD PARTY DUE TO ANY ACTION OR INACTION BY PACIFICORP TAKEN HEREUNDER THAT CAUSES A FACILITY TO LOSE ANY CREDENTIALS, REGISTRATION OR QUALIFICATION UNDER THE RENEWABLE PORTFOLIO STANDARD OR SIMILAR LAW OF ANY STATE OR OTHER JURISDICTION.

4.4 PACIFICORP WILL NOT BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ECONOMIC LOSS, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OF PRODUCTION TAX CREDITS, LOSS OF SAVINGS OR REVENUE, LOSS OF GOODWILL, THE CLAIMS OF THIRD PARTIES (INCLUDING CUSTOMERS AND SHAREHOLDERS OR OTHER EQUITY OWNERS), PERSONAL INJURIES OR PROPERTY DAMAGES SUSTAINED BY THE COUNTERPARTY OR ANY THIRD PARTIES, EVEN IF PACIFICORP HAS BEEN NOTIFIED BY COUNTERPARTY (OR BY ANY THIRD PARTY) OF SUCH DAMAGES.

4.5 PACIFICORP DISCLAIMS ANY LIABILITY FOR AND COUNTERPARTY WAIVES ANY CLAIM FOR LOSS OR DAMAGE RESULTING FROM ERRORS, OMISSIONS, OR OTHER INACCURACIES IN ANY PART OF WREGIS OR THE REPORTS, CERTIFICATES OR OTHER INFORMATION COMPILED OR PRODUCED BY AND FROM OR INPUT INTO WREGIS USING COUNTERPARTY SUPPLIED GENERATION DATA, WHETHER OR NOT SUCH ERRORS, OMISSIONS OR INACCURACIES ARE DUE TO ERRONEOUS, UNTRUTHFUL, INCOMPLETE, OR INACCURATE INFORMATION INPUT BY PACIFICORP INTO WREGIS.

4.6 COUNTERPARTY HEREBY RELEASES PACIFICORP AND ANY OF ITS CONTRACTORS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY WITH RESPECT TO DAMAGES OR INJURIES INCURRED BY GENERATOR OWNER AS RELATES TO THE FOREGOING, EXCLUDING ANY ARISING AS A RESULT OF TORTIOUS AND INTENTIONALLY KNOWING OR RECKLESS CONDUCT BY PACIFICORP.

4.7 COUNTERPARTY ACKNOWLEDGES AND AGREES THAT, IN THE EVENT OF BREACH OF THIS CONTRACT OR ANY OTHER ACTION RESULTING IN LOSS OR POTENTIAL LOSS OR DAMAGE TO COUNTERPARTY, THE SOLE RECOURSE TO GENERATOR/OWNER IS TERMINATION OF THIS AGREEMENT.

4.8 Counterparty agrees to defend, indemnify, and hold harmless PacifiCorp and its directors, officers, employees, and agents from and against any and all claims (including third-

party claims); causes of action, whether in contract, tort, or any other legal theory (including strict liability); demands; damages; costs; liabilities; losses and expenses (including reasonable attorney's fees and court costs) of any nature whatsoever, whenever arising, arising out of, resulting from, attributable to, or related to Counterparty generation Data our Output for: any inaccuracy, error, or delay in or omission of (i) any Data, information, or service, or (ii) the transmission or delivery of any Data, information, or service; any interruption of any such Data, Output, information, or service (whether or not caused by PacifiCorp); or any financial, business, commercial, or other judgment, decision, act, or omission made by any person or entity based upon or related to the information.

4.9 Interconnection. Counterparty shall have no claims hereunder against PacifiCorp, acting in its merchant function capacity, with respect to any requirements imposed by or damages caused by (or allegedly caused by) acts or omissions of the Transmission Provider or Interconnection Provider, in connection with the Generation Interconnection Agreement or otherwise. Counterparty shall defend, indemnify and hold PacifiCorp harmless against any liability arising due to Counterparty's performance or failure to perform under the Generation Interconnection Agreement. Counterparty's failure to obtain, or perform under, the Generation Interconnection Agreement, or its other contracts and obligations to, Transmission Provider or Interconnection Provider is not a Force Majeure.

4.10 THIS ARTICLE SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH TERMINATION IS BY PACIFICORP OR COUNTERPARTY, AND WHETHER OR NOT SUCH TERMINATION IS ON ACCOUNT OF A DEFAULT.

V. Further Counterparty Obligations.

5.1 No Sale. Nothing herein constitutes a sale or purchase of energy or renewable energy certificates to or by PacifiCorp.

5.2 PTCs. Counterparty shall bear all risks, financial and otherwise throughout the Term, associated with Counterparty's or the Facility's eligibility to receive production tax credits ("PTCs") or qualify for accelerated depreciation for Counterparty's accounting, reporting or tax purposes.

5.3 Further Assurances. At PacifiCorp's request, the Parties shall execute such documents and instruments as may be reasonably required to effect the essential intent and purposes hereof.

5.4 Station Service. Counterparty shall be responsible for arranging and obtaining, at its sole risk and expense, any station service required by the Facility.

5.5 Costs of Ownership and Operation. Without limiting the generality of any other provision hereof, Counterparty shall be solely responsible for paying when due (a) all costs of owning and operating the Facility in compliance with existing and future Requirements of Law and the terms and conditions hereof, and (b) all taxes and charges (however characterized) now

existing or hereinafter imposed on or with respect to the Facility, its operation, or on or with respect to emissions or other environmental impacts of the Facility, including any such tax or charge (however characterized) to the extent payable by a generator of such energy or renewable energy certificates.

5.6 Coordination with System. Counterparty shall be responsible for the coordination and synchronization of the Facility and the Interconnection Facilities with the System, and shall be solely responsible for (and shall defend and hold PacifiCorp harmless against) any damage that may occur as a direct result of Counterparty's breach of the Generation Interconnection Agreement.

5.7 Data Request. Counterparty shall, promptly upon written request from PacifiCorp, provide PacifiCorp with data reasonably required for information requests from any Governmental Authorities, state or federal agency intervenor or any other party achieving intervenor status in any PacifiCorp rate proceeding or other proceeding before any governmental authority. Counterparty shall use best efforts to provide this information to PacifiCorp sufficiently in advance to enable PacifiCorp to review it and meet any submission deadlines.

5.8 Additional Information. Counterparty shall provide to PacifiCorp such other information respecting Counterparty or the Facility as PacifiCorp may, from time to time, reasonably request.

5.9 No Dedication. Nothing herein shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party hereto. No undertaking by one Party to the other under any provision hereof shall constitute the dedication of PacifiCorp's facilities or any portion thereof to Counterparty or to the public, nor affect the status of PacifiCorp as an independent public utility corporation or Counterparty as an independent individual or entity.

5.10 Required Policies and Coverages. Without limiting any liabilities or any other obligations of Counterparty hereunder, Counterparty shall secure and continuously carry with an insurance company or companies rated not lower than "B+" by the A.M. Best Company the insurance coverage specified on Exhibit 5.10 during the periods specified on Exhibit 5.10.

VI. Representations and Warranties.

6.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization; (ii) it has the corporate, governmental and other legal capacity and authority to enter hereinto and to perform its obligations hereunder; (iii) such execution and performance do not violate or conflict with any law, order or agreement applicable to it; (iv) it has all governmental and other authorizations that are required to have been obtained or submitted by it with respect hereto, and they are in full force and effect; (v) its obligations hereunder are valid, binding and enforceable in accordance with their terms (subject to bankruptcy or similar laws affecting creditors' rights generally); and (vi) no Event of Default, or event which with notice and/or lapse of time would constitute such an Event of Default, has

occurred and is continuing or would occur as a result of its entering into or performing its obligations hereunder.

6.2 Representations and Warranties of Counterparty. Counterparty hereby represents and warrants to PacifiCorp: (i) it is not relying upon any representations of PacifiCorp other than those expressly set forth herein; (ii) it has entered hereinto with a full understanding of the material terms and risks of the same, and it is capable of assuming those risks; (iii) it has made its trading and investment decisions based upon its own judgment and any advice from such advisors as it has deemed necessary and not in reliance upon any view expressed by PacifiCorp; (iv) it has not received from PacifiCorp any assurances or promises regarding any financial results or benefits hereunder; (v) service hereunder is not a utility service within the meaning of Section 466 of the United States Bankruptcy Code; and (vi) Counterparty holds legal title to the Facility or otherwise holds the legal right to cause the Facility to enter into this Agreement.

VII. Financial Responsibility.

7.1 Adequate Assurances. Without limiting PacifiCorp's rights under Article VIII hereof, if Counterparty has failed to make a timely payment hereunder, and PacifiCorp has reasonable grounds for insecurity regarding the performance of any obligation of Counterparty hereunder (whether or not then due), PacifiCorp may demand Adequate Assurances of Performance. "Adequate Assurances of Performance" means sufficient security in the form, amount, by an issuer or guarantor, and for the term reasonably acceptable to PacifiCorp, including, but not limited to, cash, a standby irrevocable letter of credit, a prepayment, a security interest in government securities, an asset or a performance bond or guaranty. Such Adequate Assurances of Performance shall be provided within three business days after a written demand is made by PacifiCorp.

VIII. Events of Default; Remedies.

8.1 Event of Default. "Event of Default" means, with respect to a Party (the "Defaulting Party"):

8.1.1 the failure to render when due any payment or performance hereunder, if such failure is not remedied within five days after written notice;

8.1.2 the failure to timely provide adequate assurances required pursuant to Article VII hereof;

8.1.3 any such Party's representation or warranty proves to have been incorrect or misleading in any material respect when made;

8.1.4 the failure to perform any other covenant set forth herein if such failure is not remedied within five days after written notice;

8.1.5 its bankruptcy, if adequate assurances acceptable to PacifiCorp and approved by the Bankruptcy Court are not provided;

8.1.6 the expiration or termination of any credit support of Counterparty's obligations hereunder (other than in accordance with its terms) prior to the satisfaction of all obligations of Counterparty without the written consent of PacifiCorp; or

8.1.7 In the case of Counterparty:

8.1.7.1 Counterparty fails to report generation Data or Output information to PacifiCorp for the Facility or Counterparty fails to send the data in a format and use the protocols specified by PacifiCorp as determined by PacifiCorp to be required to meet the requirements of the WREGIS Operating Rules;

8.1.7.2 Counterparty is delinquent in payment to WREGIS of any WREGIS fees for registration or maintenance of Accounts or Subaccounts, which payment impairs the ability of PacifiCorp to report Generator Data, Output, or other information to WREGIS regarding the Facility, which delinquency continues for a period of thirty (30) days;

8.1.7.3 Counterparty fails to comply with a request by PacifiCorp to provide evidence of payment of WREGIS fees pertaining to the Facility; or

8.1.7.4 Counterparty knowingly or intentionally falsifies or misrepresents any Data, Output information, or other information required by WREGIS.

8.2 Remedies Upon Event of Default. In the Event of Default by a Party and for so long as the Event of Default is continuing, the non-defaulting Party (the "Performing Party") shall have the right to do any or all of the following: (1) upon two business days' written notice to the Defaulting Party, terminate this Agreement; (2) withhold any payments or performance due in respect of this Agreement; and (3) exercise such other remedies as may be available at law or in equity or as otherwise provided for herein, to the extent such remedies have not been otherwise waived or limited pursuant to the terms hereof.

8.3 Setoff. If an Event of Default occurs, the Performing Party may, at its election, set off any or all amounts which the Defaulting Party owes to it or any Affiliate of the Performing Party (whether under this Agreement or otherwise and whether or not then due) against any or all amounts which it or any Affiliate of the Performing Party owes to the Defaulting Party (whether under this Agreement or otherwise and whether or not then due).

8.4 Payment of Damages. Any amounts due on account of default shall be paid by the close of business on the next business day following the Defaulting Party's receipt of the Performing Party's written termination notice setting forth the termination payment due.

8.5 Limitation of Liability. THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED HEREIN SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGE IS PROVIDED, SUCH REMEDY OR MEASURE SHALL BE THE SOLE AND EXCLUSIVE REMEDY THEREFOR. LIABILITY THAT HAS NOT BEEN OTHERWISE

EXCLUDED PURSUANT TO THE TERMS HEREOF SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AS THE SOLE AND EXCLUSIVE REMEDY. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, NO PARTY SHALL BE REQUIRED TO PAY OR BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFIT OR BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, CONTRACT OR OTHERWISE.

8.6 Survival. This Article survives the expiration or termination hereof.

IX. Force Majeure.

9.1 Except with regard to a Party's obligation to make payments hereunder, in the event either Party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations with respect hereto, then upon such Party's (the "Claiming Party") giving notice and full particulars of such Force Majeure as soon as reasonably possible after the occurrence of the cause relied upon, such notice to be confirmed in writing or by facsimile to the other Party, then the obligations of the Claiming Party shall, to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability, but for no longer period, and the Claiming Party shall not be liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such event of Force Majeure. The Party receiving such notice of Force Majeure shall have until the end of the Business Day following such receipt to notify the Claiming Party that it objects to or disputes the existence of an event of Force Majeure. "Force Majeure" means an event or circumstance which prevents one Party from performing its obligations hereunder, which event or circumstance was not anticipated, 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. Counterparty's failure to obtain, or perform under, the Generation Interconnection Agreement, or its other contracts and obligations to, Transmission Provider or Interconnection Provider is not a Force Majeure.

9.2 Force Majeure Does Not Affect Other Obligations. No obligations of either Party that arose before the Force Majeure causing the suspension of performance or that arise after the cessation of the Force Majeure shall be excused by the Force Majeure.

9.3 Strikes. Notwithstanding any other provision hereof, neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to the Party's best interests.

X. Miscellaneous.

10.1 CHOICE OF LAW. This Agreement shall be interpreted and enforced in accordance with the laws of the state of Oregon, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

10.2 Restriction on Assignments. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which

consent shall not be unreasonably withheld. Any purported assignment in violation hereof shall be void ab initio. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

10.3 Notices. All notices, requests, statements or payments shall be made to the addresses set out on the Notices Exhibit. Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice by facsimile or hand delivery shall be deemed to have been given when received or hand delivered. Notice by overnight mail or courier shall be deemed to have been given on the date and time evidenced by the delivery receipt. The Parties may change any of the persons to whom notices are addressed, or their addresses, by providing written notice in accordance with this Section.

10.4 Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties. This Agreement may be executed in counterparts, including by telefacsimile transmission, each of which is an original and all of which taken together constitute one and the same original instrument. This Agreement completely and fully supersedes all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid, void or unenforceable by any court of competent jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement, provided the basic purposes of this Agreement and the benefits to the Parties are not substantially impaired.

10.5 No Waiver. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default, nor shall any delay by a Party in the exercise of any right under this Agreement be considered as a waiver or relinquishment thereof.

10.6 Jurisdiction. Any judicial action arising out of, resulting from or in any way relating to this Agreement shall be brought only in a state or federal court of Multnomah County, Oregon. In the event such judicial proceedings are instituted by either Party, the prevailing Party shall be entitled to award of its costs and attorneys' fees incurred in connection with such proceedings.

10.7 Jury Trial Waiver. THE PARTIES EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING HERETO, ANY GREEN TAGS OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

10.8 No Third Party Beneficiaries. With the exception of Transmission Provider and Interconnection Provider, who are express third party beneficiaries hereof, this Agreement

confers no rights whatsoever upon any person other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person not a Party hereto.

10.9 Relationship of the Parties. Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to any one or more of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date first above written.

PacifiCorp

<COUNTERPARTY>

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

Exhibit A
Facility and Generation Data to be sent by QRE

For Facility enter the following information:

Facility Name and Address

Resource ID and Meter Number (Device ID) as listed on the Meter Service Agreement for the

ISO Metered Entities (MSA/ISOME) Schedule 1

WREGIS ID

Meter Points

NOTICES EXHIBIT

To Counterparty: [to be provided]

To PacifiCorp: PacifiCorp
825 NE Multnomah, Suite 2000
Portland, Oregon 97232- 2315
Attn: Sr. Vice President, Commercial & Trading
Telefacsimile (503) 813-6260

with a copy to: PacifiCorp
825 NE Multnomah, Suite 600
Portland, Oregon 97232- 2315
Attn: Director of Contract Administration, C&T
Telefacsimile (503) 813-6291

with copies to: PacifiCorp Energy Legal Department
825 NE Multnomah, Suite 600
Portland, Oregon 97232- 2315
Attn: Assistant General Counsel
Telefacsimile (503) 813-6761

EXHIBIT 5.10 REQUIRED INSURANCE

QUALIFIED REPORTING ENTITY SERVICES AGREEMENT

This QUALIFIED REPORTING ENTITY SERVICES AGREEMENT (Agreement) is executed by PORTLAND GENERAL ELECTRIC COMPANY, an Oregon Corporation (PGE), and CUSTOMER NAME (Account Holder). PGE and the Account Holder are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

The Western Renewable Electricity Generation Information System (WREGIS) is an independent, renewable energy tracking system for the region covered by the Western Electricity Coordinating Council (WECC). WREGIS tracks renewable energy generation from units that register in the system using verifiable data and creates renewable energy certificates (RECs) for this generation. Participation in WREGIS is voluntary.

PGE has voluntarily registered with WREGIS to serve as a Qualified Reporting Entity (QRE) and has been approved as a QRE by the WREGIS Administrator.

The Account Holder has voluntarily registered as an Account Holder in WREGIS and registered certain generating units with WREGIS (Generating Units).

The Account Holder wishes to select and pay PGE to act as its QRE for the Generating Units that the Account Holder has registered with WREGIS. The Account Holder understands and acknowledges that there are other entities which can provide such QRE service within PGE's balancing authority area and the Account Holder is not required to use PGE as its QRE.

NOW THEREFORE, in order to define the roles and responsibilities that arise as PGE serves as the Account Holder's QRE, the Parties agree as follows:

1. TERM AND TERMINATION

This Agreement shall be effective upon execution by the Parties and shall continue in effect until such time as Account Holder, upon providing written notice to PGE, chooses to terminate this Agreement, or PGE, upon providing 60 days written notice to Account Holder, terminates this Agreement. Notwithstanding the foregoing, this Agreement shall terminate five days after written notice by PGE given at any time upon an Event of Default by Account Holder, unless the Event of Default is cured, as provided herein.

2. INCORPORATION OF WREGIS DOCUMENTS

There are three documents that govern the relationship between the Account Holder and WREGIS, as well as the relationship between PGE and WREGIS. They are:

- (a) WREGIS Terms of Use (a.k.a. Account Holder Registration Agreement). The WREGIS Terms of Use Agreement (WREGIS TOU) incorporates by reference the WREGIS Operating Rules and WREGIS Interface Control Document.
- (b) WREGIS Operating Rules
- (c) WREGIS Interface Control Document

The WREGIS TOU is a general, form agreement which must be executed by all Account Holders (including Account Holders acting as QREs) wishing to use WREGIS. PGE has a signed WREGIS TOU in effect with WREGIS. The Account Holder also has a signed WREGIS TOU in effect with WREGIS.

This Agreement hereby incorporates by reference, in their entirety, the general, form versions of the WREGIS TOU, Operating Rules, and Interface Control Document (each available at www.wregis.org or by contacting the WREGIS Administrator) and any subsequent revisions to or versions thereof. This QRE Agreement refers to these three WREGIS documents for definitional and other binding purposes. However, these three WREGIS documents shall apply to this QRE Agreement only to the extent consistent with Public Utility Commission of Oregon Orders and any other applicable law or regulation.

3. DEFINITIONS

- (a) "Account Holder" is defined in section 2 of the WREGIS Operating Rules.
- (b) "Balancing Authority" is defined in attachment 1 of the WREGIS TOU.
- (c) "Certificate" is defined in section 2 of the WREGIS Operating Rules.
- (d) "Confidential Information" is defined in attachment 1 of the WREGIS TOU.
- (e) "Data" is defined in attachment 1 of the WREGIS TOU.
- (f) "Generating Unit" (GU) is defined in section 2 of the WREGIS Operating Rules.
- (g) "Metering External Webpage" means a website owned and operated by PGE which displays all Data that will be included in the Monthly Generation Extract File.
- (h) "Monthly Generation Extract File" means a Data file that contains generation Data from the Account Holder's Points of Metering and conforms to the characteristics and requirements set forth in the WREGIS Interface Control Document.
- (i) "Output" is defined in attachment 1 of the WREGIS TOU.
- (j) "Points of Metering" means the points at which electric generation is measured.
- (k) "Qualified Reporting Entity" (QRE) is defined in attachment 1 of the WREGIS TOU.
- (l) "Renewable" is defined in section 2 of the WREGIS Operating Rules.
- (m) "Revenue-Quality Meter Output" is defined in section 2 of the WREGIS Operating Rules.
- (n) "Station Service" is defined in section 2 of the WREGIS Operating Rules.
- (o) "WECC" is defined in section 2 of the WREGIS Operating Rules.
- (p) "Western Interconnection" is defined in Attachment 1 of the WREGIS TOU.

- (q) “Western Renewable Energy Generation Information System” (WREGIS) is defined in recital 1 of the WREGIS TOU.
- (r) “Wholesale Generation Also Serving On-Site Loads” is defined in section 2 of the WREGIS Operating Rules.
- (s) “Working Day” means a day of the week other than Saturday, Sunday, or a federal holiday.

4. EXHIBITS

There is one exhibit to this Agreement, which is hereby incorporated by reference as Exhibit A, Meter Points.

5. SCOPE

The Parties acknowledge that PGE will serve as a QRE only for Generating Units that: 1) have a nameplate capacity greater than 360kW; 2) are interconnected with PGE and have a valid interconnection agreement, if required; 3) meet the definition of Renewable; 4) are within the metered boundaries of PGE’s Balancing Authority, and 5) are equipped with PGE owned and operated meters that meet WREGIS requirements.

The specific Points of Metering that PGE will use as a QRE for the Account Holder are set forth in Exhibit A. By signing this Agreement, the Account Holder certifies that all Points of Metering listed in Exhibit A measure Data only from Generating Units that meet the definition of Renewable.

The Account Holder shall notify PGE at least thirty (30) Working Days prior to making any material changes to the Points of Metering set forth in Exhibit A. Such notice shall comply with the Notices and Contact Information procedures of section 13 of this Agreement. Following such notification, the Parties will decide whether such changes are mutually acceptable and can be added to Exhibit A.

Account Holder is solely responsible for the payment directly to WREGIS of any and all WREGIS fees and costs that are required to register Account Holder’s facility and, to the extent the Generator Owner is a WREGIS Account Holder, Account Holder is responsible for the payment directly to WREGIS of all other WREGIS fees incident to the reporting of Generator Data and Output to WREGIS. Account Holder acknowledges and agrees that PGE shall have no obligation to advance or make payment of WREGIS fees or costs on Account Holder’s behalf. Upon request by PGE, Account Holder shall provide PGE with evidence of payment of WREGIS fees and costs; failure to provide such information to PGE, upon request, shall constitute an Event of Default under this Agreement.

Account Holder will be solely responsible to make arrangements and registrations and for entering into any such agreements that are necessary to establish transfer of RECs directly to proper Accounts or Subaccounts of Account Holder. Account Holder agrees that such arrangements shall preclude the need for PGE to act as custodian of such RECs or to be responsible in any way to hold such RECs in any Account or Subaccount of PGE or bear any responsibility, possession, obligation, or risk of loss with respect to RECs created, held, or owned, with respect to the facility. Account Holder acknowledges that, pursuant to section 11 of

the WREGIS TOU, any generation data that PGE, acting as a QRE, provides to WREGIS shall reside in WREGIS and Account Holder will have no control over such data's use other than that provided for under the WREGIS TOU.

6. QUALIFIED REPORTING ENTITY

PGE will serve as a QRE to report the Account Holder's renewable generation Data to WREGIS. In order for PGE to be able to perform this function, the Account Holder shall submit such Data to PGE by allowing PGE to collect such Data, at the Points of Metering set forth in Exhibit A, and in the manner set forth in sections 8, Reporting, and 9, Measurement of this Agreement.

7. REPORTING

(a) Monthly Generation Extract File

Once a month PGE shall submit a Monthly Generation Extract File to WREGIS on the Account Holder's behalf, which will conform to the characteristics and Data requirements set forth in the WREGIS Interface Control Document.

(b) Reporting Cycle

PGE shall submit the Monthly Generation Extract File to WREGIS no sooner than the last Working Day of each month for Data collected during the previous month, or previous portion of month. PGE shall submit such data no later than the end of the calendar month following the end date of the output being reported.

(c) Verification.

Should PGE choose at its option to operate and make available a Metering External Webpage, Account Holder shall have access to PGE's Metering External Webpage, and Account Holder shall verify such information as prescribed by PGE from time to time. Notwithstanding the foregoing, in the event such data is available, Account Holder shall notify PGE in writing of any errors Account Holder detects in data reflected on PGE's Metering External Webpage.

(d) Adjustments

After PGE submits the Monthly Generation Extract File to WREGIS, the Parties acknowledge that any information contained in the Monthly Generation Extract File shall be final for purposes of WREGIS reporting, subject only to the adjustment procedures set forth in section 9.4 of the WREGIS Operating Rules.

8. MEASUREMENT

(a) Equipment

The Account Holder is responsible for the cost of PGE-owned metering equipment. The Revenue Quality Meter Output will be read by PGE electronically over wired or wireless communicating devices.

(b) Meter Data

(1) Availability

The Account Holder authorizes PGE to provide the Account Holder's meter Data directly to WREGIS in the form of the Monthly Generation Extract File.

(2) **Wholesale Generation Also Serving On-Site Loads**

If the Account Holder has any Wholesale Generation Also Serving On-Site Loads, such Generating Units will need to have the on-site load generation metered (and registered) separately from the generation that is supplied to the grid. Otherwise, PGE will not report any Data from such Generating Units. If such Generating Units exist, they must be specified in Exhibit A.

(b) **Estimates**

When meter readings are not available due to meter hardware failure or Data that is determined to be invalid due to meter malfunction or calibration/configuration error, PGE will, if possible, rely on readings from redundant meters whether such meters are PGE owned or not.

9. **PAYMENT AND PRICING**

(a) **Initial Setup Fee**

The Account Holder shall pay to the Company a one-time Initial Setup Fee of \$297. The Initial Setup Fee is due upon execution of this Agreement.

(b) **Monthly Reporting Fee**

The Account Holder shall pay a Monthly Reporting Fee of \$59 per Generating Unit for which the Company reports output to WREGIS. The fee is due fifteen (15) days from issuance of a bill by the Company to Account Holder.

(c) **Annual Adjustment**

The Company will review costs associated with this service on an annual basis, and may make necessary adjustments to the Monthly Reporting Fee charged herein. Any change in the Monthly Reporting Fee will become effective only after a minimum thirty (30) days prior written notice to Account Holder.

(d) **Other Cost Adjustments**

In the event WREGIS, WECC, or any other entity with the ability and/or jurisdiction to modify the QRE reporting process requires a change that materially increases the costs to the Company of providing QRE services, the Company may pass those costs to the Account Holder by increasing the Monthly Reporting Fee. The Company will use best efforts to provide the Account Holder with prior notice before billing the Account Holder for such increased costs.

(e) **Other Fees**

The fees set forth herein relate to the Company serving as a QRE for Account Holder pursuant to the terms of this Agreement. The necessary metering is a prerequisite for this service and is not covered in the fees described above.

10. **INDEMNITY, HOLD HARMLESS AND WAIVER**

(a) **Account Holder Solely Responsible for Data Submitted to PGE**

The Account Holder is solely responsible for the Data created and submitted to PGE, acting as a QRE, which PGE forwards to WREGIS.

Pursuant to this Agreement the Account Holder provides permission to PGE to gather Data from the Points of Metering listed in Exhibit A. All such Data is considered Data which the Account Holder has created and submitted to PGE, notwithstanding the fact that PGE, rather than the Account Holder will gather it.

(b) **Indemnity and Hold Harmless**

The Account Holder shall indemnify and hold PGE, its officers, employees, agents, or representatives, harmless for any and all liability that is in any way associated with PGE's performance hereunder, unless such liability results solely from the intentional or reckless misconduct of the Company. Liability subject to this indemnity includes, but is not limited to, liability arising from: the Data contained in the Monthly Generation Extract File, or any other financial injury, or damage to persons or property.

(c) **Waiver of Causes of Action and Claims for Damages**

The Account Holder further agrees to waive any and all causes of action arising under or in respect to this Agreement, whether in contract, tort or any other legal or equitable theory (including strict liability) against PGE, its board of directors, employees, agents, or representatives. In no event shall PGE be liable to the Account Holder its board of directors, employees, agents, or representatives for any demands, direct costs, lost or prospective profits or any other losses, liabilities or expenses, whether special, punitive, exemplary, consequential, incidental, or indirect in nature, that are in any way associated with PGE's performance of the QRE function or that are under or in respect of this Agreement. This includes, but is not limited to, damages based on Data contained in the Monthly Generation Extract File, or any other damages arising from financial injury or damage to persons or property.

(d) This provision shall survive any termination of this Agreement.

11. **CONFIDENTIALITY**

By signing this Agreement, the Account Holder acknowledges that, pursuant to section 11 of the WREGIS TOU, any generation Data that PGE, acting as a QRE, provides to WREGIS shall reside in WREGIS and the Account Holder will have no control over such Data's use other than that provided for under the WREGIS TOU.

By signing this Agreement the Account Holder further acknowledges that, confidentiality of information shall be governed by section 13 of the WREGIS TOU; provided, however, that PGE may release information provided by the Account Holder if required by any law, court order, or if required to do so by the Commission or its rules. Account Holder also waives all applicable provisions of applicable tariffs which may require PGE to hold confidential information with respect to the Account Holder and the facility, to the extent necessary for PGE to report, as a QRE, generation Data and Output regarding the Generation Unit(s) and to carry out PGE's obligations under this Agreement. This provision shall survive any termination of this Agreement.

12. STANDARD PROVISIONS

- (a) **Amendments**

Except where this Agreement explicitly allows for one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.
- (b) **Entire Agreement and Order of Precedence**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement. The body of this Agreement shall prevail over the exhibits to this Agreement in the event of a conflict.
- (c) **Information Exchange**

To the extent not set forth in previous sections of this Agreement, the Parties shall provide each other with any information that is reasonably required to administer this Agreement.
- (d) **Assignment**

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld, conditioned or delayed.
- (e) **No Third-Party Beneficiaries**

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.
- (f) **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.
- (g) **Each Party Has Read Agreement**

Each Party represents and warrants that it or its responsible agent has read this Agreement and understands its contents.
- (h) **Governing Law and Dispute Resolution**

This Agreement shall be interpreted consistent with and governed by Oregon law.
- (i) **Dispute Resolution**

The Parties shall identify issue(s) in dispute and make a good faith effort to negotiate a resolution of disputes before either Party may initiate litigation. Such good faith effort shall include discussions or negotiations between the Parties' executives or managers. During a contract dispute or contract issue between the Parties arising out of this

Agreement, the Parties shall continue performance under this Agreement pending resolution of the dispute, unless to do so would be impossible or impracticable. Both Parties reserve the right to seek judicial resolution of any dispute arising under this Agreement.

(j) **Force Majeure**

Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts of God, network or system failures, acts of civil or military authorities, civil disturbances, wars, terrorism, energy crises, fires, floods, strikes, or other labor disturbances, riots, embargoes, transportation contingencies, fuel shortages, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are beyond the claiming Party's reasonable control and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid or cause to be avoided.

(k) **Jury Trial Waiver**

THE PARTIES EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING HERETO, ANY GREEN TAGS OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

(l) **Event of Default**

An "Event of Default" shall include, but not be limited to, a failure on the part of any Party to pay sums due, as provided hereunder, or a material failure of a Party to perform any its covenants or obligations hereunder. Notwithstanding the foregoing, a party may cure such an Event of Default by remedying the failure within five days of receipt of written notice to terminate this Agreement.

13. NOTICES AND CONTACT INFORMATION

Any notice required under this Agreement shall be in writing and shall be delivered: (a) in person; or (b) with proof of receipt, by a nationally recognized delivery service or by United States Certified Mail.

Notices are effective when received. Either party may change the name or address for receipt of notice by providing notice of such change. The Parties shall deliver notices to the following person and address:

If to the Account Holder:

(Customer Name)
(Customer Address)
(Customer City, State, Zip)
Attention: *(Customer Contact)*
Title: *(Customer Title)*
Phone:

If to PGE:

Attention:
If by First Class Mail:
If by Overnight Delivery Service:

Fax:

14. SIGNATURES

Each Party represents that it has the authority to execute this Agreement and that it has been duly authorized to enter into this Agreement.

CUSTOMER NAME

PORTLAND GENERAL ELECTRIC COMPANY

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____