



e-FILING REPORT COVER SHEET

COMPANY NAME: Portland General Electric Company

DOES REPORT CONTAIN CONFIDENTIAL INFORMATION?  No  Yes If yes, submit a redacted public version (or a cover letter) by email. Submit the confidential information as directed in OAR 860-001-0070 or the terms of an applicable protective order.

Select report type:  RE (Electric)  RG (Gas)  RW (Water)  RT (Telecommunications)  
 RO (Other, for example, industry safety information)

Did you previously file a similar report?  No  Yes, report docket number: RE-143

Report is required by:  OAR 860-029-0030

Statute

Order

Note: A one-time submission required by an order is a compliance filing and not a report (file compliance in the applicable docket)

Other

(For example, federal regulations, or requested by Staff)

Is this report associated with a specific docket/case?  No  Yes, docket number: RE-143

List Key Words for this report. We use these to improve search results.

Qualifying Facility, Power Purchase Agreement, PPA, PURPA

Send the completed Cover Sheet and the Report in an email addressed to [PUC.FilingCenter@state.or.us](mailto:PUC.FilingCenter@state.or.us)

Send confidential information, voluminous reports, or energy utility Results of Operations Reports to PUC Filing Center, PO Box 1088, Salem, OR 97308-1088 or by delivery service to 201 High Street SE Suite 100, Salem, OR 97301.



**Portland General Electric**  
121 SW Salmon Street · Portland, Ore. 97204

January 15, 2021

Public Utility Commission of Oregon  
Attn: Filing Center  
201 High Street, S.E.  
P.O. Box 1088  
Salem, OR 97308-1088

**RE: RE 143 – Portland General Electric Company Informational Filing of Qualifying Facility (QF) Agreement**

Pursuant to Oregon Administrative Rule (OAR) 860-029-0030(7), Portland General Electric Company (PGE) submits for filing in OPUC Docket No. RE-143:

Middle Fork Irrigation District, executed qualifying facility (QF)  
Power Purchase Agreement (PPA)

For this and several additional agreements, PGE did not meet the requirements of OAR 860-029-0030(7) to provide the Commission a true copy or summary within 30 days of the execution of the purchase agreement. PGE has fixed the process and will provide executed agreements on time going forward.

Should you have any questions or comments regarding this filing, please contact Mary Widman at (503) 464-8223. Please direct all formal correspondence and requests to the following email address [pge.opuc.filings@pge.com](mailto:pge.opuc.filings@pge.com)

Sincerely,

*\s\ Robert Macfarlane*

Robert Macfarlane  
Manager, Pricing & Tariffs

Enclosure



# CONTRACT SUMMARY

\* indicates an item that **must** be completed

* PGE AUDIT NO.	* SUPPLEMENT NO.
79905	01

* PARTIES TO AGREEMENT				* CONTRACT TYPE (check one)			
<p><i>This agreement is between</i></p> <input checked="" type="checkbox"/> PGE <input type="checkbox"/> OTHER PGE ENTITY _____ <i>and</i> NAME(S) <b>Middle Fork Irrigation District</b>				<input type="checkbox"/> Fuel Agreement <input type="checkbox"/> Power Purchase & Sales <input type="checkbox"/> Transmission Purchase & Sales <input type="checkbox"/> Generating Plant / Co-Ownerships <input type="checkbox"/> Financial ( <i>Debt, Cash, EDI, Guarantee</i> ) <input type="checkbox"/> Franchise / Government <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Joint Pole <input type="checkbox"/> Tariff (Electric Services) <input checked="" type="checkbox"/> Other ( <i>specify</i> ) <u>Settlement (QF)</u>			
ADDRESS <b>P.O. Box 291</b>							
CITY <b>Parkdale</b>		STATE <b>OR</b>	ZIP <b>97041</b>				
CONTACT: <b>Craig DeHart Craig@mfidp.com</b>							
* CONTRACT TITLE <b>Standard Renewable Off-System Non-Variable Power Purchase Agreement</b>				* TOTAL CONTRACT VALUE <b>\$ 0</b> <b>NOTE: If contract value is zero, please mark as <u>zero</u>.</b>			
CONTRACT DATE <b>4/2/2020</b>		* EFFECTIVE DATE <b>4/2/2020</b>		EXPIRATION DATE <b>12/1/2036</b>		CONTRACT NO. ( <i>if applicable</i> )	
* PURPOSE OF CONTRACT <b>QF Power Purchase Agreement 2.8MW Hydroelectric</b>							
PAYMENT TERMS & CONDITIONS							
<b>ACCOUNTING DISTRIBUTION</b>							
BU	OU	ACCT	CE	DEPT	AWO	FWO	
* CONTRACT ADMINISTRATOR <b>Bill Lopez</b>					* PHONE <b>x7816</b>		* DEPT <b>676</b>
<b>REVIEW &amp; AUTHORIZATION</b>							
<p><b>NOTE: By pre-arrangement</b> certain supplements or addenda to existing agreements may not need an officer's signature.  <input type="checkbox"/> ◀ CHECK HERE if officer signature is not required and have Department Manager sign below:</p>							
* CONTRACTING OFFICER <b>Brad Jenkins</b>			* SIGNATURE (RC Manager, if applicable)  <small>Brad Jenkins (Apr 2, 2020)</small>			* DATE Apr 2, 2020	
<b>ROUTING</b>							
SEND <u>ORIGINAL</u> AGREEMENT with this <u>ORIGINAL</u> CONTRACT SUMMARY to: <b>RIM, 3WTCFST WITHIN 5 DAYS</b> of contract signing.						 RIM	

Exhibit A  
Compromise Power Purchase Agreement

## STANDARD RENEWABLE OFF-SYSTEM NON-VARIABLE POWER PURCHASE

### AGREEMENT

THIS AGREEMENT is between Middle Fork Irrigation District ("Seller") and Portland General Electric Company ("PGE") (hereinafter each a "Party" or collectively, "Parties") and is effective upon execution by both Parties ("Effective Date").

### RECITALS

Seller owns, operates, and maintains a hydroelectric facility for the generation of electric power located in Hood River County, Oregon with a Nameplate Capacity Rating of 2,800 kilowatt ("kW"), as further described in Exhibit B ("Facility"); and

Seller intends to operate the Facility as a "Qualifying Facility," as such term is defined in Section 3.1.3, below.

Seller shall sell and PGE shall purchase the entire Net Output, as such term is defined in Section 1.19, below, from the Facility in accordance with the terms and conditions of this Agreement.

### AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

#### SECTION 1: DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings:

1.1. "As-built Supplement" means the supplement to Exhibit B provided by Seller in accordance with Section 4.4 following completion of construction of the Facility, describing the Facility as actually built.

1.2. "Billing Period" means from the start of the first day of each calendar month to the end of the last day of each calendar month.

1.3. "Cash Escrow" means an agreement by two parties to place money into the custody of a third party for delivery to a grantee only after the fulfillment of the conditions specified.

1.4. "Commercial Operation Date" means the date that the Facility is deemed by PGE to be fully operational and reliable. PGE may, at its discretion require, among other things, that all of the following events have occurred:

1.4.1. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from a Licensed Professional Engineer ("LPE") acceptable to PGE in its reasonable judgment stating that the Facility is able to generate electric power reliably in amounts required by this Agreement and in accordance with all other terms and conditions of this Agreement (certifications required under this Section 1.4 can be provided by one or more LPEs);

1.4.2. [RESERVED];

1.4.3. [RESERVED];

1.4.4. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that all required interconnection facilities have been constructed and all required interconnection tests have been completed;

1.4.5. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that Seller has obtained all Required Facility Documents and, if requested by PGE in writing, has provided copies of any or all such requested Required Facility Documents;

1.4.6. PGE has received a copy of the executed Generation Interconnection and Transmission Agreements.

1.5. "Contract Price" means the applicable price, including on-peak and off-peak prices, as specified in the Schedule.

1.6. "Contract Year" means each twelve (12) month period commencing upon the Commercial Operation Date or its anniversary during the Term, except the final contract year will be the period from the last anniversary of the Commercial Operation Date during the Term until the end of the Term.

1.7. "Effective Date" has the meaning set forth in Section 2.1.

1.8. "Environmental Attributes" shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and other greenhouse gasses (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

1.9. "Facility" has the meaning set forth in the Recitals.

1.10. "Forward Replacement Price" means the price at which PGE, acting in a commercially reasonable manner, purchases for delivery at the Point of Delivery a replacement for any Net Output that Seller is required to deliver under this Agreement plus (i) costs reasonably incurred by PGE in purchasing such replacement Net Output, and (ii) additional transmission charges, if any, reasonably incurred by PGE in causing replacement energy to be delivered to the Point of Delivery. If PGE elects not to make such a purchase, costs of purchasing replacement Net Output shall be Mid-C Index Price for such energy not delivered, plus any additional cost or expense incurred as a result of Seller's failure to deliver, as determined by PGE in a commercially reasonable manner (but not including any penalties, ratcheted demand or similar charges).

1.11. "Generation Interconnection Agreement" means an agreement governing the interconnection of the Facility with Hood River Electric Cooperative electric system.

1.12. "Letter of Credit" means an engagement by a bank or other person made at the request of a customer that the issuer will honor drafts or other demands for payment upon compliance with the conditions specified in the letter of credit.

1.13. "Licensed Professional Engineer" or "LPE" means a person who is licensed to practice engineering in the state where the Facility is located, who has no economic relationship, association, or nexus with the Seller, and who is not a representative of a consulting engineer, contractor, designer or other individual involved in the development of the Facility, or of a manufacturer or supplier of any equipment installed in the Facility. Such Licensed Professional Engineer shall be licensed in an appropriate engineering discipline for the required certification being made and be acceptable to PGE in its reasonable judgment.

1.14. "Lost Energy Value" means for a Contract Year: zero plus any reasonable costs incurred by PGE to purchase replacement power and/or transmission to deliver the replacement power to the Point of Delivery, unless the Contract Year's Net Output is less than the Minimum Net Output and the Contract Year's time-weighted average of the Mid-C Index Price for On-Peak and Off-Peak Hours is greater than the time-weighted average of the Contract Price for On-Peak and Off-Peak Hours for that Contract Year, in which case Lost Energy Value equals: (Minimum Net Output - Net Output for the Contract Year) X (the lower of: the time-weighted average of the Contract Price for On-Peak and Off-Peak Hours; or the time-weighted average of the Mid-C Index Price for On-Peak and Off-Peak Hours – the time-weighted average of the Contract Price for On-Peak and Off-Peak Hours) minus Transmission Curtailment Replacement Energy Cost, if any, for like period plus any reasonable costs incurred by PGE to purchase replacement power and/or transmission to deliver the replacement power to the Point of Delivery.

1.15. "Mid-C Index Price" means the Day Ahead Intercontinental Exchange ("ICE") index price for the bilateral OTC market for energy at the Mid-C Physical for Average On Peak Power and Average Off Peak Power found on the following website: <https://www.theice.com/products/OTC/Physical-Energy/Electricity>. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

1.16. "Minimum Net Output" shall have the meaning provided in Section 4.2 of this Agreement.

1.17. "Nameplate Capacity Rating" means the maximum capacity of the Facility as stated by the manufacturer, expressed in kW, which shall not exceed 10,000 kW.

1.18. "Net Dependable Capacity" means the maximum capacity the Facility can sustain over a specified period modified for seasonal limitations, if any, and reduced by the capacity required for station service or auxiliaries.

1.19. "Net Output" means all energy expressed in kWhs produced by the Facility, less station and other onsite use and less transformation and transmission losses if any,

up to and including the Point(s) of Interconnection. For purposes of calculating payment under this Agreement, Net Output of energy shall be the amount of energy flowing through the Point(s) of Interconnection, less any station use not provided by the Facility.

1.20. "Off-Peak Hours" has the meaning provided in the Schedule.

1.21. "On-Peak Hours" has the meaning provided in the Schedule.

1.22. "Point of Delivery" means reservation point BPAT.PGE with the sink as PGE\_CNTGS.

1.23. "Prime Rate" means the publicly announced prime rate or reference rate for commercial loans to large businesses with the highest credit rating in the United States in effect from time to time quoted by Citibank, N.A. If a Citibank, N.A. prime rate is not available, the applicable Prime Rate shall be the announced prime rate or reference rate for commercial loans in effect from time to time quoted by a bank with \$10 billion or more in assets in New York City, N.Y., selected by the Party to whom interest based on the prime rate is being paid.

1.24. "Prudent Electrical Practices" means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the Western Electricity Coordinating Council that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable laws and regulations. Prudent Electrical Practices are not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods and acts generally acceptable or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediate preceding sentence.

1.25. "Required Facility Documents" means all licenses, permits, authorizations, and agreements necessary for construction, operation, interconnection, and maintenance of the Facility including without limitation those set forth in Exhibit C.

1.26. "RPS Attributes" means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 469A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

1.27. "Schedule" shall mean PGE Schedule 201 filed with the Oregon Public Utilities Commission ("Commission") in effect on January 15, 2019 and attached hereto as Exhibit E, the terms of which are hereby incorporated by reference.



1.28. "Senior Lien" means a prior lien which has precedence as to the property under the lien over another lien or encumbrance.

1.29. "Start-Up Testing" means the completion of applicable required factory and start-up tests as set forth in Exhibit D.

1.30. "Step-in Rights" means the right of one party to assume an intervening position to satisfy all terms of an agreement in the event the other party fails to perform its obligations under the agreement.

1.31. "Term" shall mean the period beginning on the Effective Date and ending on the Termination Date.

1.32. "Test Period" shall mean a period of sixty (60) days or a commercially reasonable period determined by the Seller.

1.33. "Transmission Agreement" means an agreement executed by the Seller and the Transmission Provider(s) for Transmission Services.

1.34. "Transmission Curtailment" means a limitation on Seller's ability to deliver any portion of the scheduled energy to PGE due to the unavailability of transmission to the Point of Delivery (for any reason other than Force Majeure).

1.35. "Transmission Curtailment Replacement Energy Cost" means the greater of zero or the difference between Dow Jones Mid C Index Price – Contract Price X curtailed energy for periods of Transmission Curtailment.

1.36. "Transmission Provider(s)" means the signatory (other than the Seller) to the Transmission Agreement.

1.37. "Transmission Services" means any and all services (including but not limited to ancillary services and control area services) required for the firm transmission and delivery of Energy from the Facility to the Point of Delivery for a term not less than the Term of this Agreement.

1.38. "Delivery Point" has the same meaning as "Point of Delivery."

1.39. "Firm Energy" means energy scheduled and delivered hourly to the Delivery Point on an uninterruptible basis via long-term firm transmission rights in accordance with the Transmission Agreement(s).

1.40. "Imbalance Energy" means that portion of Firm Energy, measured in kWh, scheduled and delivered to the Delivery Point that was not Net Output (*i.e.*, Firm Energy – Net Output = Imbalance Energy).

1.41. "Maximum Net Output" has the meaning given to it in Section 3.1.10.

1.42. "On-Peak Energy Imbalance Accumulation" and "Off-Peak Energy Imbalance Accumulation" have the meanings given to them in Section 4.8.

1.43. "Point of Interconnection" means the point(s) of interconnection between Seller's Facility and Hood River Electric Cooperative's system as specified in the Generation Interconnection Agreement.

1.44. "Product" means, each and together, as a single bundled product, Net Output and Imbalance Energy, together with all Transferred RECs.

1.45. "Surplus Delivery" has the meaning given to it in Section 4.8. By definition in Section 4.8, Surplus Delivery is always a positive number.

References to Recitals, Sections, and Exhibits are to be the recitals, sections and exhibits of this Agreement.

## SECTION 2: TERM; COMMERCIAL OPERATION DATE

2.1. This Agreement shall become effective upon execution by both Parties ("Effective Date").

2.2. Time is of the essence of this Agreement, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to complete all requirements to establish the Commercial Operation Date is critically important. Therefore,

2.2.1. By January 1, 2022 [*date to be determined by the Seller*] Seller shall begin initial deliveries of Net Output; and

2.2.2. By January 1, 2022 [*date to be determined by the Seller subject to Section 2.2.3 below*] Seller shall have completed all requirements under Section 1.4 and shall have established the Commercial Operation Date.

2.2.3. Unless the Parties agree in writing that a later Commercial Operation Date is reasonable and necessary, the Commercial Operation Date shall be no more than three (3) years from the Effective Date. PGE will not unreasonably withhold agreement to a Commercial Operation Date that is more than three (3) years from the Effective date if the Seller has demonstrated that a later Commercial Operation Date is reasonable and necessary.

2.3. This Agreement shall terminate on December 31, 2036 [*date to be chosen by Seller but not to exceed 20 years from the date contained in Section 2.2.2*], or the date the Agreement is terminated in accordance with Section 8 or 11.2, whichever is earlier ("Termination Date").

## SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1. Seller and PGE represent, covenant, and warrant as follows:

3.1.1. Seller warrants it is an Irrigation District duly organized under the laws of Oregon.

3.1.2. Seller warrants that the execution and delivery of this Agreement does not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on Seller or any valid order of any court, or any regulatory agency or other body having authority to which Seller is subject.

3.1.3. Seller warrants that the Facility is and shall for the Term of this Agreement continue to be a "Qualifying Facility" ("QF") as that term is defined in the version of 18 C.F.R. Part 292 in effect on the Effective Date. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission ("FERC") self-

certification to PGE prior to PGE's execution of this Agreement. At any time during the Term of this Agreement, PGE may require Seller to provide PGE with evidence satisfactory to PGE in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements.

3.1.4. Seller warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and Seller is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.5. Seller warrants that during the Term of this Agreement, all of Seller's right, title and interest in and to the Facility shall be free and clear of all liens and encumbrances other than liens and encumbrances arising from third-party financing of the Facility other than workers', mechanics', suppliers' or similar liens, or tax liens, in each case arising in the ordinary course of business that are either not yet due and payable or that have been released by means of a performance bond acceptable to PGE posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.

3.1.6. Seller warrants that it will design and operate the Facility consistent with Prudent Electrical Practices.

3.1.7. Seller warrants that the Facility has a Nameplate Capacity Rating not greater than 10,000 kW.

3.1.8. Seller warrants that Net Dependable Capacity of the Facility is 2,800 kW.

3.1.9. Seller estimates that the average annual Net Output to be delivered by the Facility to PGE is 19,908,000 kilowatt-hours ("kWh"), which amount PGE will include in its resource planning.

3.1.10. Seller will schedule and deliver from the Facility to PGE at the Point of Delivery Net Output not to exceed a maximum of 24,352,800 kWh of Net Output during each Contract Year ("Maximum Net Output"). This figure will be prorated for any partial year for which the increase is made effective. The cost of delivering energy from the Facility to PGE is the sole responsibility of the Seller.

3.1.11. By the Commercial Operation Date, Seller has entered into a Generation Interconnection Agreement for a term not less than the term of this Agreement.

3.1.12. PGE warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and PGE is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.13. Seller warrants that the Facility satisfies the eligibility requirements specified in the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule and Seller will not make any changes in its ownership, control or management during the term of this Agreement that would cause it to not be in compliance with the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule. Seller will provide, upon request by PGE not more frequently than

every 36 months, such documentation and information as may be reasonably required to establish Seller's continued compliance with such Definition. PGE agrees to take reasonable steps to maintain the confidentiality of any portion of the above described documentation and information that the Seller identifies as confidential except PGE will provide all such confidential information to the Commission upon the Commission's request.

3.1.14. Seller warrants that it will comply with all requirements necessary for all Transferred RECs (as defined in Section 4.6) associated with Net Output to be issued, monitored, accounted for, and transferred by and through the Western Renewable Energy Generation System consistent with the provisions of OAR 330-160-0005 through OAR 330-160-0050. PGE warrants that it will reasonably cooperate in Seller's efforts to meet such requirements, including, for example serving as the qualified reporting entity for the Facility if the Facility is located in PGE's balancing authority.

3.1.15. In connection with Seller's delivery of Firm Energy as required under this Agreement:

3.1.15.1. Seller's delivery of Imbalance Energy, if any, results from Seller's purchase of energy imbalance ancillary service that the Transmission Provider(s) require(s) Seller to procure, as a condition of providing transmission service, in order to correct a mismatch between energy scheduled by the Facility and the real-time production of the Facility;

3.1.15.2. Such Transmission Provider(s) require(s) Seller to schedule deliveries of Net Output in one (1) megawatt increments; and

3.1.15.3. Seller is not attempting to sell PGE energy less than or in excess of, its Net Output, as generated monthly.

#### SECTION 4: DELIVERY OF POWER, PRICE AND ENVIRONMENTAL ATTRIBUTES

4.1. Commencing on January 1, 2022, and continuing through the Term of this Agreement, Seller shall sell to PGE the entire Net Output from the Facility. Seller's Net Output shall be scheduled and delivered to PGE at the Point of Delivery in accordance with Section 4.5. PGE shall pay Seller the Contract Price for all scheduled and delivered Net Output. For the first 15 years measured from the date in Section 2.2.2, the Contract Price will be the Renewable Fixed Price Option under the Schedule; thereafter and for the remainder of the Term, the Contract Price will be equal to the Mid-C Index Price.

4.1.1. PGE shall pay Seller an amount for Product delivered during a Billing Period calculated as follows:

(i) Net Output and Imbalance Energy (but not including Surplus Delivery) delivered as Firm Energy to the Delivery Point during the Billing Period, *multiplied by* the Contract Price,

(ii) For the avoidance of doubt, PGE shall not pay for Surplus Delivery during a Billing Period and shall pay the Contract Price for the lesser of (1) Net

Output during the Billing Period or (ii) Firm Energy delivered to the Delivery Point during the Billing Period.

4.2. Seller shall schedule and deliver to PGE from the Facility for each Contract Year Net Output equal to or greater than the Minimum Net Output (either (a) if Seller does not select the Alternative Minimum Amount as defined in Exhibit A of this Agreement, a minimum of seventy-five percent (75%) of its average annual Net Output or (b) if selected by Seller, the Alternative Minimum Amount), provided that such Minimum Net Output for any partial year shall be reduced pro rata, and further provided that such Minimum Net Output shall be reduced on a pro-rata basis for any periods during a Contract Year that the Facility was prevented from generating electricity for reasons of Force Majeure.

4.3. Seller agrees that if Seller does not deliver the Minimum Net Output each Contract Year for reasons other than Transmission Curtailment, PGE will suffer losses equal to the Lost Energy Value. As damages for Seller's failure to deliver the Minimum Net Output (subject to adjustment for partial years or reasons of Force Majeure as provided in Section 4.2) in any Contract Year, notwithstanding any other provision of this Agreement the purchase price payable by PGE for future deliveries shall be reduced until Lost Energy Value is recovered. PGE and Seller shall work together in good faith to establish the period, in monthly amounts, of such reduction so as to avoid Seller's default on its commercial or financing agreements necessary for its continued operation of the Facility for QF Facilities sized at 100 kW or smaller, the provisions of this section shall not apply.

4.4. Upon completion of construction of the Facility, Seller shall provide PGE an As-built Supplement to specify the actual Facility as built. Seller shall not increase the Nameplate Capacity Rating above that specified in Exhibit B or increase the ability of the Facility to deliver Net Output in quantities in excess of the Net Dependable Capacity, or the Maximum Net Output as described in Section 3.1.10 above, through any means including, but not limited to, replacement, modification, or addition of existing equipment, except with prior written notice to PGE. In the event Seller increases the Nameplate Capacity Rating of the Facility to no more than 10,000 kW pursuant to this section, PGE shall pay the Contract Price for the additional delivered Net Output. In the event Seller increases the Nameplate Capacity Rating of the Facility to greater than 10,000 kW, then Seller shall be required to enter into a new power purchase agreement for all delivered Net Output proportionally related to the increase of Nameplate Capacity above 10,000 kW.

4.5. Seller shall provide preschedules for all deliveries of energy hereunder, including identification of receiving and generating control areas, by 9:00:00 PPT on the last business day prior to the scheduled date of delivery. All energy shall be scheduled according to the most current North America Energy Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) scheduling rules and practices. The Parties' respective representatives shall maintain hourly real-time schedule coordination; provided, however, that in the absence of such coordination, the hourly schedule established by the exchange of preschedules shall be considered final. Seller and PGE shall maintain records of hourly energy schedules for accounting and operating purposes.

The final E-Tag shall be the controlling evidence of the Parties' schedule. All energy shall be prescheduled according to customer WECC scheduling practices. Seller shall make commercially reasonable efforts to schedule in any hour an amount equal to its expected Net Output for such hour. Seller shall maintain a minimum of two years records of Net Output and shall agree to allow PGE to have access to such records and to imbalance information kept by the Transmission Provider.

4.6. From the start of the Renewable Resource Deficiency Period through the remainder of the Term of this Agreement, Seller shall provide and PGE shall acquire the RPS Attributes for the Contract Years as specified in the Schedule and Seller shall retain ownership of all other Environmental Attributes (if any). During the Renewable Resource Sufficiency Period, Seller shall retain all Environmental Attributes in accordance with the Schedule. The Contract Price includes full payment for the Net Output and any RPS Attributes transferred to PGE under this Agreement. With respect to Environmental Attributes not transferred to PGE under this Agreement ("Seller-Retained Environmental Attributes") Seller may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to Seller any of the Seller-Retained Environmental Attributes, and PGE shall not report under such program that such Seller-Retained Environmental Attributes belong to it. With respect to RPS Attributes transferred to PGE under this Agreement ("Transferred RECs"), PGE may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to it any of the Transferred RECs, and Seller shall not report under such program that such Transferred RECs belong to it.

4.7. Except as otherwise provided in this Agreement, commencing on January 1, 2022, and continuing until the end of the Term, Seller shall deliver and sell and PGE shall receive and purchase all of the Net Output delivered as Firm Energy at the Delivery Point. In reliance on Seller's representations and warranties in Section 3.1.15, Seller may also deliver and PGE shall receive Imbalance Energy delivered at the Delivery Point subject to Section 4.8 below. Title and risk of loss related to the Product shall transfer from Seller to PGE at the Delivery Point, except that title to Transferred RECs shall transfer to PGE when generated. Seller shall make reasonable efforts to minimize the delivery of Imbalance Energy to PGE.

4.8. For purposes of this Agreement, (i) "On-Peak Energy Imbalance Accumulation" means total Firm Energy delivered to the Delivery Point during a Billing Period in On-Peak Hours *less* total Net Output produced during such Billing Period in On-Peak Hours; and (ii) "Off-Peak Energy Imbalance Accumulation" means total Firm Energy delivered to the Delivery Point during a Billing Period in Off-Peak Hours *less* total Net Output produced during such Billing Period in Off-Peak Hours. Any *positive* On-Peak Energy Imbalance Accumulation or *positive* Off-Peak Energy Imbalance Accumulation shall be deemed "Surplus Delivery." PGE shall accept but not pay for Surplus Delivery in accordance with Section 4.1.1. A *negative* On-Peak Energy Imbalance Accumulation or a *negative* Off-Peak Energy Imbalance Accumulation means that Seller delivered less than the total Net Output during the applicable hours in the Billing Period. For the avoidance of doubt, the Parties agree that Seller is not entitled to compensation for any

portion of total Net Output in On-Peak Hours of a Billing Period or Off-Peak Hours of a Billing that exceeds total Firm Energy delivered to the Delivery Point during the On-Peak Hours or Off-Peak Hours in the Billing Period.

#### SECTION 5: OPERATION AND CONTROL

5.1. Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, and Prudent Electrical Practices. PGE shall have no obligation to purchase Net Output from the Facility to the extent the interconnection of the Facility or transmission to PGE's electric system is curtailed, disconnected, suspended or interrupted, in whole or in part. Seller is solely responsible for the operation and maintenance of the Facility. PGE shall not, by reason of its decision to inspect or not to inspect the Facility, or by any action or inaction taken with respect to any such inspection, assume or be held responsible for any liability or occurrence arising from the operation and maintenance by Seller of the Facility.

5.2. Seller agrees to provide sixty (60) days advance written notice of any scheduled maintenance that would require shut down of the Facility for any period of time.

5.3. If the Facility ceases operation for unscheduled maintenance, Seller immediately shall notify PGE of the necessity of such unscheduled maintenance that could affect the generation, scheduling or delivery of energy to PGE, the time when such maintenance has occurred or will occur, and the anticipated duration of such maintenance. Seller shall take all reasonable measures and exercise its best efforts to avoid unscheduled maintenance, to limit the duration of such unscheduled maintenance, and to perform unscheduled maintenance during Off-Peak hours.

#### SECTION 6: CREDITWORTHINESS

In the event Seller: a) is unable to represent or warrant as required by Section 3 that it has not been a debtor in any bankruptcy proceeding within the past two (2) years; b) becomes such a debtor during the Term; or c) is not or will not be current on all its financial obligations, Seller shall immediately notify PGE and shall promptly (and in no less than ten (10) days after notifying PGE) provide default security in an amount reasonably acceptable to PGE in one of the following forms: Senior Lien, Step in Rights, a Cash Escrow or Letter of Credit. The amount of such default security that shall be acceptable to PGE shall be equal to: (annual On Peak Hours) X (On Peak Price – Off Peak Price) X (Minimum Net Output / 8760). Notwithstanding the foregoing, in the event Seller is not current on construction related financial obligations, Seller shall notify PGE of such delinquency and PGE may, in its discretion, grant an exception to the requirements to provide default security if the QF has negotiated financial arrangements with the construction loan lender that mitigate Seller's financial risk to PGE.

#### SECTION 7: BILLINGS, COMPUTATIONS AND PAYMENTS

7.1. On or before the thirtieth (30th) day following the end of each Billing Period, PGE shall send to Seller payment for Seller's deliveries of Net Output to PGE, together with computations supporting such payment. PGE may offset any such payment to reflect

amounts owing from Seller to PGE pursuant to this Agreement and any other agreement related to the Facility between the Parties or otherwise.

7.2. Any amounts owing after the due date thereof shall bear interest at the Prime Rate plus two percent (2%) from the date due until paid; provided, however, that the interest rate shall at no time exceed the maximum rate allowed by applicable law.

SECTION 8: DEFAULT, REMEDIES AND TERMINATION

8.1. In addition to any other event that may constitute a default under this Agreement, the following events shall constitute defaults under this Agreement:

8.1.1. Breach by Seller or PGE of a representation or warranty, except for Section 3.1.4, set forth in this Agreement.

8.1.2. Seller's failure to provide default security, if required by Section 6, prior to delivery of any Net Output to PGE or within ten (10) days of notice.

8.1.3. Seller's failure to deliver the Minimum Net Output for two consecutive Contract Years.

8.1.4. If Seller is no longer a Qualifying Facility.

8.1.5. Failure of PGE to make any required payment pursuant to Section 7.1.

8.1.6. Seller's failure to meet the Commercial Operation Date.

8.2. In the event of a default under Section 8.1.6, PGE may provide Seller with written notice of default. Seller shall have one year in which to cure the default during which time the Seller shall pay PGE damages equal to the Lost Energy Value. If Seller is unable to cure the default, PGE may immediately terminate this Agreement as provided in Section 8.3. PGE's resource sufficiency/deficiency position shall have no bearing on PGE's right to terminate the Agreement under this Section 8.2

8.3. In the event of a default hereunder, the non-defaulting party may immediately terminate this Agreement at its sole discretion by delivering written notice to the other Party, and, except for damages related to a default pursuant to Section 8.1.3, by a QF sized at 100 kW or smaller, may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement including damages related to the need to procure replacement power. Such termination shall be effective upon the date of delivery of notice, as provided in Section 20.1. The rights provided in this Section 8 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

8.4. If this Agreement is terminated as provided in this Section 8, PGE shall make all payments, within thirty (30) days, that, pursuant to the terms of this Agreement, are owed to Seller as of the time of receipt of notice of default. PGE shall not be required to pay Seller for any Net Output delivered by Seller after such notice of default.

8.5. If this Agreement is terminated as a result of Seller's default, Seller shall pay PGE the positive difference, if any, obtained by subtracting the Contract Price from the sum of the Forward Replacement Price for the Minimum Net Output that Seller was



otherwise obligated to provide for a period of twenty-four (24) months from the date of termination plus any cost incurred for transmission purchased by PGE to deliver the replacement power to the Point of Delivery and the estimated administrative cost to the utility to acquire replacement power. Accounts owed by Seller pursuant to this paragraph shall be due within five (5) business days after any invoice from PGE for the same.

8.6. In the event PGE terminates this Agreement pursuant to this Section 8, and Seller wishes to again sell Net Output to PGE following such termination, PGE in its sole discretion may require that Seller shall do so subject to the terms of this Agreement, including but not limited to the Contract Price until the Term of this Agreement (as set forth in Section 2.3) would have run in due course had the Agreement remained in effect. At such time Seller and PGE agree to execute a written document ratifying the terms of this Agreement.

8.7. Sections 8.1, 8.4, 8.5, 8.6, 10, and 19.2 shall survive termination of this Agreement.

#### SECTION 9: TRANSMISSION CURTAILMENTS

9.1. Seller shall give PGE notice as soon as reasonably practicable of any Transmission Curtailment that is likely to affect Seller's ability to deliver any portion of energy scheduled pursuant to Sections 4.5 of this Agreement.

9.2. If as the result of a Transmission Curtailment, Seller does not deliver any portion of energy (including real-time adjustments), scheduled pursuant to Section 4.5 of this Agreement, Seller shall pay PGE the Transmission Curtailment Replacement Energy Cost for the number of MWh of energy reasonably determined by PGE as the difference between (i) the scheduled energy that would have been delivered to PGE under this Agreement during the period of Transmission Curtailment and (ii) the actual energy, if any, that was delivered to PGE for the period.

#### SECTION 10: INDEMNIFICATION AND LIABILITY

10.1. Seller agrees to defend, indemnify and hold harmless PGE, its directors, officers, agents, and representatives against and from any and all loss, claims, actions or suits, including costs and attorney's fees, both at trial and on appeal, resulting from, or arising out of or in any way connected with Seller's delivery of electric power to PGE or with the facilities at or prior to the Point of Delivery, or otherwise arising out of this Agreement, including without limitation any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property belonging to PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of PGE, its directors, officers, employees, agents or representatives.

10.2. PGE agrees to defend, indemnify and hold harmless Seller, its directors, officers, agents, and representatives against and from any and all loss, claims, actions or suits, including costs and attorney's fees, both at trial and on appeal, resulting from, or arising out of or in any way connected with PGE's receipt of electric power from Seller or

with the facilities at or after the Point of Delivery, or otherwise arising out of this Agreement, including without limitation any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property belonging to PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of Seller, its directors, officers, employees, agents or representatives.

10.3. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public, nor affect the status of PGE as an independent public utility corporation or Seller as an independent individual or entity.

10.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

#### SECTION 11: INSURANCE

11.1. Prior to delivering Net Output to PGE's electric system, provided such Facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, with an insurance company or companies rated not lower than "B+ " by the A. M. Best Company, insurance policies for bodily injury and property damage liability. Such insurance shall include provisions or endorsements naming PGE, it directors, officers and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interest of PGE and that any insurance or self insurance maintained by PGE is excess and not contributory insurance with the insurance required hereunder; a cross-liability or severability of insurance interest clause; and provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days' prior written notice to PGE. Initial limits of liability for all requirements under this section shall be \$1,000,000 million single limit, which limits may be required to be increased or decreased by PGE as PGE determines in its reasonable judgment economic conditions or claims experience may warrant.

11.2. Prior to delivering Net Output to PGE's electric system, provided such facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, in an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance acceptable to PGE against property damage or destruction in an amount not less than the cost of replacement of the Facility. Seller promptly shall notify PGE of any loss or damage to the Facility. Unless the Parties agree otherwise, Seller shall repair or replace the damaged or destroyed Facility, or if the facility is destroyed or substantially destroyed, it may terminate this Agreement. Such termination shall be effective upon receipt by PGE of written notice from Seller. Seller shall waive its insurers' rights of subrogation against PGE regarding Facility property losses.

11.3. Prior to delivering Net Output to PGE's electric system and at all other times such insurance policies are renewed or changed, Seller shall provide PGE with a copy of each insurance policy required under this Section, certified as a true copy by an authorized representative of the issuing insurance company or, at the discretion of PGE, in lieu thereof, a certificate in a form satisfactory to PGE certifying the issuance of such insurance. If Seller fails to provide PGE with copies of such currently effective insurance policies or certificates of insurance, PGE at its sole discretion and without limitation of other remedies, may upon ten (10) days advance written notice by certified or registered mail to Seller either withhold payments due Seller until PGE has received such documents, or purchase the satisfactory insurance and offset the cost of obtaining such insurance from subsequent power purchase payments under this Agreement.

## SECTION 12: FORCE MAJEURE

12.1. As used in this Agreement, "Force Majeure" or "an event of Force Majeure" means any cause beyond the reasonable control of the Seller or of PGE which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to acts of God, fire, flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority which by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and by the exercise of due diligence, it shall be unable to overcome, subject, in each case, to the requirements of the first sentence of this paragraph. Force Majeure, however, specifically excludes Transmission Curtailment, the cost or availability of resources to operate the Facility, changes in market conditions that affect the price of energy or transmission, wind or water droughts, and obligations for the payment of money when due.

12.2. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, that Party shall be excused from whatever performance is affected by the event of Force Majeure to the extent and for the duration of the Force Majeure, after which such Party shall re-commence performance of such obligation, provided that:

12.2.1. the non-performing Party, shall, promptly, but in any case within one (1) week after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and

12.2.2. the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure; and

12.2.3. the non-performing Party uses its best efforts to remedy its inability to perform its obligations under this Agreement.

12.3. No obligations of either Party which arose before the Force Majeure causing the suspension of performance shall be excused as a result of the Force Majeure.

12.4. 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.

#### SECTION 13: SEVERAL OBLIGATIONS

Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability between the Parties. If Seller includes two or more parties, each such party shall be jointly and severally liable for Seller's obligations under this Agreement.

#### SECTION 14: 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 which may direct the application of the laws of another jurisdiction.

#### SECTION 15: PARTIAL INVALIDITY AND PURPA REPEAL

It is not the intention of the Parties to violate any laws governing the subject matter of this Agreement. If any of the terms of the Agreement are finally held or determined to be invalid, illegal or void as being contrary to any applicable law or public policy, all other terms of the Agreement shall remain in effect. If any terms are finally held or determined to be invalid, illegal or void, the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any applicable law and the intent of the Parties to this Agreement.

In the event the Public Utility Regulatory Policies Act (PURPA) is repealed, this Agreement shall not terminate prior to the Termination Date, unless such termination is mandated by state or federal law.

#### SECTION 16: WAIVER

Any waiver at any time by either Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing, and such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

#### SECTION 17: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

This Agreement is subject to the jurisdiction of those governmental agencies having control over either Party or this Agreement. Seller shall at all times maintain in effect all local, state and federal licenses, permits and other approvals as then may be required by law for the construction, operation and maintenance of the Facility, and shall provide upon request copies of the same to PGE.

#### SECTION 18: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment hereof by either Party shall become effective without the written consent of the other Party being

first obtained and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

SECTION 19: ENTIRE AGREEMENT

19.1. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PGE's purchase of Net Output from the Facility, with the exception that this Agreement shall be subject to and interpreted and enforced consistent with all of the terms and conditions of that certain Settlement Agreement and Mutual Release executed by PGE on or about March 20, 2020, and executed by Seller on or about March 5, 2020. No modification of this Agreement shall be effective unless it is in writing and signed by both Parties.

19.2. By executing this Agreement, Seller releases PGE from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

SECTION 20: NOTICES

20.1. All notices except as otherwise provided in this Agreement shall be in writing, shall be directed as follows and shall be considered delivered if delivered in person or when deposited in the U.S. Mail, postage prepaid by certified or registered mail and return receipt requested:

To Seller: Manager, Middle Fork Irrigation District  
PO Box 291  
Parkdale, OR 97041  
Phone: (541) 352-6468  
Fax: (541) 352-7794  
Email: [craig@mfidp.com](mailto:craig@mfidp.com)

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To PGE: Contracts Manager  
QF Contracts, 3WTC0306  
121 SW Salmon St.  
Portland, Oregon 97204

BJ  
BJ

Apr 2, 2020

But  
3-25-20

20.2. The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 20.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

**PORTLAND GENERAL ELECTRIC COMPANY**

By: Brad Jenkins  
Name: Brad Jenkins  
Title: VP, Utility Operations  
Date: Apr 2, 2020

BL Apr 2, 2020  
M Apr 2, 2020  
DJL Apr 2, 2020  
JB Apr 2, 2020

**MIDDLE FORK IRRIGATION DISTRICT**

By: Bud Lacey  
Name: Bud Lacey  
Title: Board Chair  
Date: 3-25-2020

EXHIBIT A  
MINIMUM NET OUTPUT

In this Exhibit, Seller may designate an alternative Minimum Net Output to seventy-five (75%) percent of annual average Net Output specified in Section 3.1.9 of the Agreement ("Alternative Minimum Amount"). Such Alternative Minimum Amount, if provided, shall exceed zero, and shall be established in accordance with Prudent Electrical Practices and documentation supporting such a determination shall be provided to PGE upon execution of the Agreement. Such documentation shall be commercially reasonable, and may include, but is not limited to, documents used in financing the project, and data on output of similar projects operated by seller, PGE or others.

Seller's Alternative Minimum Amount under this Agreement is 11,890 MWh. This amount was arrived at based on the following minimum net output information for each individual unit.

Unit 1: In the last 15 years' production records during the period 2003-2017, the Unit 1 maximum annual production was 17,157 MWh in 2014 and the minimum was 14,597 MWh in 2009. Middle Fork Irrigation District estimates a contractual minimum delivery of 9,464 MWh by deducting three (3) high production months from low annual production in case of an extended forced outage or extended transmission outage.

Unit 2: In the last 15 years' production records during the period 2003-2017, the Unit 2 maximum annual production was 4,021 MWh in 2014 and the minimum was 3,542 MWh in 2006. Middle Fork Irrigation District estimates a contractual minimum delivery of 2,426 MWh by deducting three (3) high production months from low annual production in case of an extended forced outage or extended transmission outage.

EXHIBIT B  
DESCRIPTION OF SELLER'S FACILITY

[Seller to Complete]

Middle Fork Irrigation District's Facility contracted under this Agreement consists of Middle Fork Irrigation District Hydro Plant Unit 1 and Middle Fork Irrigation District Hydro Plant Unit 2, which are two of three hydropower generation units located along Middle Fork Irrigation District's irrigation delivery system. Units 1 & 2 are individually described below in more detail.

Unit 1

The Nameplate Capacity Rating for Middle Fork Irrigation District Hydro Plant Unit 1 is 2,300 kW. Unit 1 consists of a two jet horizontal Pelton type impulse turbine. The turbine is directly coupled to the input shaft of a single 2,000 kW induction generator. The 2,000 kW induction generator is factory rated with a 1.15 continuous duty service factor. Thus, the stated maximum anticipated power production is 2,300 kW ( $2,000 \times 1.15 = 2,300$  kW). Station service is metered separately from gross output and supplies lights, fans, controls and a single hydraulic power unit for station control. Head and flow are provided to the plant from the pre-existing upstream conduit distribution system.

Unit 2

The Nameplate Capacity Rating of Middle Fork Irrigation District Hydro Plant Unit 2 is 500 kW. Unit 2 consists of a single horizontal Francis-type reaction turbine. The turbine is directly coupled to the input shaft of a single 500 kW induction generator. The 500 kW induction generator is factory rated for continuous duty service. Thus, the stated maximum anticipated power production is 500 kW. Station service is metered separately from gross output and supplies lights, fans, controls and a single hydraulic power unit for station control. Head and flow are provided to the plant from the pre-existing upstream conduit distribution system.

Interconnection and Transmission

MFID's Hydro Plant Units 1 and 2 are each separately interconnected to Hood River Electric Cooperative's distribution system within the Bonneville Power Administration (BPA) Balancing Authority. Units 1 and 2 are each separately metered by a BPA meter. The net output of Units 1 and 2 will be transmitted over Hood River Electric Cooperative's distribution system to BPA's Parkdale Substation, and the net output of Units 1 and 2 will then be transmitted from BPA's Parkdale Substation over BPA's system to PGE's system at reservation point BPAT.PGE with the sink as PGE\_CNTGS.



EXHIBIT C  
REQUIRED FACILITY DOCUMENTS

[Seller list all permits and authorizations required for this project]

Sellers Generation Interconnection Agreement(s) with interconnecting utility

Firm Transmission Agreement between Seller and Transmission Provider

FERC Hydropower Exemption from Licensing Under Federal Power Act Part I –  
Project No. 4458, 27 FERC ¶¶ 61,066 (April 6, 1984), as amended on rehearing,  
30 FERC ¶¶ 61,258 (March 6, 1985)

FERC Qualifying Facility Certification

Oregon Department of Water Resources Water Rights

EXHIBIT D  
START-UP TESTING

The Facility is operating on the Effective Date, and Start-Up Testing is inapplicable to this Agreement.

EXHIBIT E  
SCHEDULE

[Attach Schedule 201 in effect on January 15, 2019]

**SCHEDULE 201  
QUALIFYING FACILITY 10 MW or LESS  
AVOIDED COST POWER PURCHASE INFORMATION**

**PURPOSE**

To provide information about Standard Avoided Costs and Renewable Avoided Costs, Standard Power Purchase Agreements (PPA) and Negotiated PPAs, power purchase prices and price options for power delivered by a Qualifying Facility (QF) to the Company with nameplate capacity of 10,000 kW (10MW) or less.

**AVAILABLE**

To owners of QFs making sales of electricity to the Company in the State of Oregon (Seller).

**APPLICABLE**

For power purchased from small power production or cogeneration facilities that are QFs as defined in 18 Code of Federal Regulations (CFR) Section 292, that meet the eligibility requirements described herein and where the energy is delivered to the Company's system and made available for Company purchase pursuant to a Standard PPA.

**ESTABLISHING CREDITWORTHINESS**

The Seller must establish creditworthiness prior to service under this schedule. For a Standard PPA, a Seller may establish creditworthiness with a written acknowledgment that it is current on all existing debt obligations and that it was not a debtor in a bankruptcy proceeding within the preceding 24 months. If the Seller is not able to establish creditworthiness, the Seller must provide security deemed sufficient by the Company as set forth in the Standard PPA.

**POWER PURCHASE INFORMATION**

A Seller may call the Power Production Coordinator at (503) 464-8000 to obtain more information about being a Seller or how to apply for service under this schedule.

**PPA**

In accordance with terms set forth in this schedule and the Commission's Rules as applicable, the Company will purchase any Energy in excess of station service (power necessary to produce generation) and amounts attributable to conversion losses, which are made available from the Seller.

A Seller must execute a PPA with the Company prior to delivery of power to the Company. The agreement will have a term of up to 20 years as selected by the QF.

A QF with a nameplate capacity rating of 10 MW or less as defined herein may elect the option of a Standard PPA.

**SCHEDULE 201 (Continued)**

## PPA (Continued)

Any Seller may elect to negotiate a PPA with the Company. Such negotiation will comply with the requirements of the Federal Energy Regulatory Commission (FERC), and the Commission including the guidelines in Order No. 07-360, and Schedule 202. Negotiations for power purchase pricing will be based on either the filed Standard Avoided Costs or Renewable Avoided Costs in effect at that time.

**STANDARD PPA (Nameplate capacity of 10 MW or less)**

A Seller choosing a Standard PPA will complete all informational and price option selection requirements in the applicable Standard PPA and submit the executed Agreement to the Company prior to service under this schedule. The Standard PPA is available at [www.portlandgeneral.com](http://www.portlandgeneral.com). The available Standard PPAs are:

- Standard In-System Non-Variable Power Purchase Agreement
- Standard Off-System Non-Variable Power Purchase Agreement
- Standard In-System Variable Power Purchase Agreement
- Standard Off-System Variable Power Purchase Agreement
- Standard Renewable In-System Non-Variable Power Purchase Agreement
- Standard Renewable Off-System Non-Variable Power Purchase Agreement
- Standard Renewable In-System Variable Power Purchase Agreement
- Standard Renewable Off-System Variable Power Purchase Agreement

The Standard PPAs applicable to variable resources are available only to QFs utilizing wind, solar or run of river hydro as the primary motive force.

**GUIDELINES FOR 10 MW OR LESS FACILITIES ELECTING STANDARD PPA**

To execute the Standard PPA the Seller must complete all of the general project information requested in the applicable Standard PPA.

When all information required in the Standard PPA has been received in writing from the Seller, the Company will respond within 15 business days with a draft Standard PPA.

The Seller may request in writing that the Company prepare a final draft Standard PPA. The Company will respond to this request within 15 business days. In connection with such request, the QF must provide the Company with any additional or clarified project information that the Company reasonably determines to be necessary for the preparation of a final draft Standard PPA.

When both parties are in full agreement as to all terms and conditions of the draft Standard PPA, the Company will prepare and forward to the Seller a final executable version of the agreement within 15 business days. Following the Company's execution, an executed copy will be returned to the Seller.

Prices and other terms and conditions in the PPA will not be final and binding until the Standard PPA has been executed by both parties.

**SCHEDULE 201 (Continued)****OFF-SYSTEM PPA**

A Seller with a facility that interconnects with an electric system other than the Company's electric system may enter into a PPA with the Company after following the applicable Standard or Negotiated PPA guidelines and making the arrangements necessary for transmission of power to the Company's system.

**BASIS FOR POWER PURCHASE PRICE****AVOIDED COST SUMMARY**

The power purchase prices are based on either the Company's Standard Avoided Costs or Renewable Avoided Costs in effect at the time the agreement is executed. Avoided Costs are defined in 18 CFR 292.101(6) as "the incremental costs to an electric utility of electric energy or capacity or both which, but for the purchase from the qualifying facility or qualifying facilities, such utility would generate itself or purchase from another source."

Monthly On-Peak prices are included in both the Standard Avoided Costs as listed in Tables 1a, 2a, and 3a and Renewable Avoided Costs as listed in Tables 4a, 5a, and 6a. Monthly Off-Peak prices are included in both the Standard Avoided Costs as listed in Tables 1b, 2b, and 3b and Renewable Avoided Costs as listed in Tables 4b, 5b, and 6b.

**ON-PEAK PERIOD**

The On-Peak period is 6:00 a.m. until 10:00 p.m., Monday through Saturday.

**OFF-PEAK PERIOD**

The Off-Peak period is 10:00 p.m. until 6:00 a.m., Monday through Saturday, and all day on Sunday.

Standard Avoided Costs are based on forward market price estimates through the Resource Sufficiency Period, the period of time during which the Company's Standard Avoided Costs are associated with incremental purchases of Energy and capacity from the market. For the Resource Deficiency Period, the Standard Avoided Costs reflect the fully allocated costs of a natural gas fueled combined cycle combustion turbine (CCCT) including fuel and capital costs. The CCCT Avoided Costs are based on the variable cost of Energy plus capitalized Energy costs at a 93% capacity factor based on a natural gas price forecast, with prices modified for shrinkage and transportation costs.

Renewable Avoided Costs are based on forward market price estimates through the Renewable Resource Sufficiency Period, the period of time during which the Company's Renewable Avoided Costs are associated with incremental purchases of energy and capacity from the market. For the Renewable Resource Deficiency Period, the Renewable Avoided Costs reflect the fully allocated costs of a wind plant including capital costs.

**SCHEDULE 201 (Continued)****PRICING FOR STANDARD PPA**

Pricing represents the purchase price per MWh the Company will pay for electricity delivered to a Point of Delivery (POD) within the Company's service territory pursuant to a Standard PPA up to the nameplate rating of the QF in any hour. Any Energy delivered in excess of the nameplate rating will be purchased at the applicable Off-Peak Prices for the selected pricing option.

The Standard PPA pricing will be based on either the Standard or Renewable Avoided Costs in effect at the time the agreement is executed.

The Company will pay the Seller either the Off-Peak Standard Avoided Cost pursuant to Tables 1b, 2b, or 3b or the Off-Peak Renewable Avoided Costs pursuant to Tables 4b, 5b, or 6b for: (a) all Net Output delivered prior to the Commercial Operation Date; (b) all Net Output deliveries greater than Maximum Net Output in any PPA year; (c) any generation subject to and as adjusted by the provisions of Section 4.3 of the Standard PPA; (d) Net Output delivered in the Off-Peak Period; and (e) deliveries above the nameplate capacity in any hour. The Company will pay the Seller either the On-Peak Standard Avoided Cost pursuant to Tables 1a, 2a, or 3a or the On-Peak Renewable Avoided Costs pursuant to Tables 4a, 5a, or 6a for all other Net Output. (See the PPA for defined terms.)

**1) Standard Fixed Price Option**

The Standard Fixed Price Option is based on Standard Avoided Costs including forecasted natural gas prices. It is available to all QFs.

This option is available for a maximum term of 15 years. Prices will be established at the time the Standard PPA is executed and will be equal to the Standard Avoided Costs in Tables 1a and 1b, 2a and 2b, or 3a and 3c, depending on the type of QF, effective at execution. QFs using any resource type other than wind and solar are assumed to be Base Load QFs.

Prices paid to the Seller under the Standard Fixed Price Option include adjustments for the capacity contribution of the QF resource type relative to that of the avoided proxy resource. Both the Base Load QF resources (Tables 1a and 1b) and the avoided proxy resource, the basis used to determine Standard Avoided Costs for the Standard Fixed Price Option, are assumed to have a capacity contribution to peak of 100%. The capacity contribution for Wind QF resources (Tables 2a and 2b) is assumed to be 5%. The capacity contribution for Solar QF resources (Tables 3a and 3b) is assumed to be 5%.

Prices paid to the Seller under the Standard Fixed Price Option for Wind QFs (Tables 2a and 2b) include a reduction for the wind integration costs in Table 7. However, if the Wind QF is outside of PGE's Balancing Authority Area as contemplated in the Commission's Order No. 14-058, the Seller is paid the wind integration charges in Table 7, in addition to the prices listed in Tables 2a and 2b, for a net-zero effect.

**SCHEDULE 201 (Continued)**

**PRICING OPTIONS FOR STANDARD PPA (Continued)**  
**Standard Fixed Price Option (Continued)**

Sellers with PPAs exceeding 15 years will receive pricing equal to the Mid-C Index Price for all years up to five in excess of the initial 15.



**SCHEDULE 201 (Continued)**PRICING OPTIONS FOR STANDARD PPA (Continued)  
Standard Fixed Price Option (Continued)

TABLE 1a												
Avoided Costs												
Fixed Price Option for Base Load QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					15.25	17.28	29.26	34.87	30.79	24.93	24.93	31.05
2019	27.84	26.24	21.48	18.19	17.76	18.19	29.34	32.67	30.37	24.48	26.41	30.78
2020	31.72	30.00	24.32	19.61	18.98	19.91	30.66	35.05	31.96	27.38	29.43	34.92
2021	53.16	53.01	52.61	50.38	50.26	50.41	50.57	50.64	50.61	50.78	51.95	52.88
2022	54.48	54.34	53.95	51.85	51.74	51.90	52.08	52.20	52.21	52.38	53.73	54.66
2023	56.37	56.22	55.84	53.95	53.82	53.99	54.16	54.32	54.33	54.50	55.07	56.02
2024	57.14	57.22	57.27	56.39	56.47	56.55	56.63	56.70	56.79	56.86	57.95	58.04
2025	59.42	59.50	59.22	58.30	58.35	58.38	58.47	58.55	58.64	58.76	59.85	59.94
2026	61.26	61.34	60.96	59.99	60.00	60.09	60.18	60.28	60.36	60.45	61.62	61.71
2027	63.05	63.15	63.21	62.23	62.32	62.42	62.51	62.61	62.71	62.81	64.05	64.15
2028	65.50	65.60	65.71	64.78	64.88	64.99	65.09	65.20	65.31	65.57	66.73	66.84
2029	68.38	68.50	68.61	67.74	67.99	68.31	68.43	68.55	68.68	68.83	70.20	70.32
2030	72.05	73.56	73.70	72.63	72.78	72.93	73.06	73.21	73.35	73.60	75.04	75.19
2031	76.89	77.04	77.19	75.90	76.04	76.20	76.35	76.51	76.67	76.89	78.46	78.63
2032	80.15	80.31	80.32	78.82	78.98	79.15	79.31	79.49	79.65	79.83	81.57	81.74
2033	83.87	84.06	83.65	82.24	82.40	82.36	82.54	82.72	82.89	83.08	84.89	85.08
2034	87.14	87.33	85.15	83.71	83.90	83.97	84.15	84.33	84.53	84.70	86.54	86.74
2035	88.57	88.77	86.55	84.34	84.53	83.66	83.83	84.01	84.17	84.53	86.09	86.28
2036	90.60	90.80	88.52	86.23	86.42	85.54	85.71	85.89	86.07	86.41	88.05	88.24
2037	92.98	93.19	90.82	88.49	88.67	87.76	87.94	88.13	88.31	88.67	90.35	90.55
2038	95.27	95.48	93.05	90.63	90.82	89.89	90.08	90.27	90.45	90.83	92.55	92.76
2039	97.63	97.85	95.34	92.86	93.04	92.07	92.26	92.46	92.67	93.04	94.82	95.04
2040	100.01	100.24	97.64	95.08	95.29	94.29	94.50	94.68	94.89	95.29	97.13	97.33
2041	102.51	102.74	100.07	97.43	97.64	96.62	96.81	97.02	97.24	97.64	99.54	99.75
2042	105.06	105.30	102.54	99.81	100.03	98.97	99.17	99.40	99.63	100.03	101.97	102.21
2043	107.67	107.92	105.08	102.27	102.48	101.39	101.60	101.84	102.07	102.48	104.49	104.74

Effective for service  
on and after May 23, 2018

**SCHEDULE 201 (Continued)**PRICING OPTIONS FOR STANDARD PPA (Continued)  
Standard Fixed Price Option (Continued)

<b>TABLE 1b</b>												
<b>Avoided Costs</b>												
<b>Fixed Price Option for Base Load QF</b>												
<b>Off-Peak Forecast (\$/MWH)</b>												
<b>Year</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
2018					6.58	6.58	15.91	23.91	24.42	21.36	21.36	25.69
2019	23.34	22.68	18.07	11.66	9.45	8.57	18.77	23.21	23.64	21.48	22.60	26.12
2020	25.48	25.68	20.14	14.07	10.90	10.53	19.99	26.14	26.63	24.34	25.96	30.65
2021	23.55	23.41	23.01	20.77	20.65	20.80	20.97	21.03	21.00	21.17	22.35	23.27
2022	24.28	24.14	23.76	21.65	21.54	21.70	21.88	22.00	22.01	22.18	23.53	24.47
2023	25.47	25.32	24.94	23.05	22.92	23.09	23.26	23.42	23.43	23.60	24.16	25.12
2024	25.82	25.91	25.95	25.07	25.15	25.23	25.31	25.39	25.47	25.55	26.64	26.72
2025	27.37	27.46	27.18	26.26	26.30	26.33	26.42	26.51	26.59	26.71	27.80	27.89
2026	28.57	28.66	28.27	27.30	27.31	27.40	27.49	27.59	27.68	27.77	28.93	29.02
2027	29.71	29.81	29.87	28.89	28.98	29.08	29.17	29.27	29.37	29.47	30.71	30.81
2028	31.50	31.60	31.70	30.77	30.88	30.98	31.08	31.20	31.30	31.56	32.72	32.84
2029	33.70	33.82	33.92	33.06	33.30	33.63	33.74	33.86	33.99	34.14	35.51	35.64
2030	36.67	38.19	38.32	37.26	37.40	37.55	37.69	37.83	37.97	38.22	39.67	39.81
2031	40.80	40.95	41.11	39.82	39.95	40.11	40.27	40.43	40.59	40.80	42.37	42.54
2032	43.58	43.74	43.75	42.25	42.41	42.57	42.73	42.92	43.08	43.26	44.99	45.17
2033	46.33	46.52	46.11	44.69	44.86	44.82	45.00	45.17	45.35	45.54	47.35	47.54
2034	48.72	48.91	46.73	45.30	45.48	45.56	45.74	45.92	46.11	46.28	48.13	48.32
2035	49.51	49.71	47.50	45.28	45.47	44.60	44.77	44.96	45.11	45.47	47.04	47.22
2036	50.89	51.09	48.81	46.52	46.71	45.83	46.00	46.17	46.36	46.70	48.34	48.53
2037	52.35	52.56	50.19	47.86	48.03	47.13	47.31	47.50	47.68	48.03	49.72	49.91
2038	53.83	54.04	51.61	49.19	49.37	48.45	48.63	48.82	49.01	49.38	51.10	51.31
2039	55.36	55.57	53.06	50.58	50.77	49.80	49.98	50.18	50.40	50.77	52.55	52.76
2040	56.89	57.12	54.52	51.96	52.18	51.17	51.38	51.56	51.77	52.18	54.01	54.21
2041	58.52	58.76	56.09	53.45	53.66	52.64	52.83	53.04	53.26	53.66	55.56	55.77
2042	60.20	60.44	57.68	54.95	55.17	54.11	54.31	54.54	54.76	55.17	57.11	57.35
2043	61.91	62.16	59.32	56.51	56.73	55.63	55.85	56.08	56.31	56.73	58.73	58.98

Effective for service  
on and after May 23, 2018

**SCHEDULE 201 (Continued)**

PRICING OPTIONS FOR STANDARD PPA (Continued)  
 Standard Fixed Price Option (Continued)

TABLE 2a												
Avoided Costs												
Fixed Price Option for Wind QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					14.38	16.41	28.39	34.00	29.92	24.06	24.06	30.18
2019	26.96	25.36	20.60	17.31	16.88	17.31	28.46	31.79	29.49	23.60	25.53	29.90
2020	30.82	29.10	23.42	18.71	18.08	19.01	29.76	34.15	31.06	26.48	28.53	34.02
2021	35.34	35.20	34.80	32.56	32.44	32.60	32.76	32.83	32.79	32.96	34.14	35.06
2022	36.31	36.16	35.78	33.68	33.57	33.73	33.91	34.03	34.03	34.21	35.56	36.49
2023	37.78	37.63	37.25	35.36	35.23	35.40	35.57	35.72	35.74	35.91	36.47	37.43
2024	38.29	38.37	38.42	37.54	37.62	37.70	37.78	37.85	37.94	38.01	39.10	39.19
2025	40.13	40.22	39.94	39.02	39.06	39.09	39.18	39.27	39.35	39.47	40.56	40.65
2026	41.59	41.67	41.29	40.32	40.33	40.42	40.51	40.61	40.69	40.78	41.95	42.04
2027	42.99	43.09	43.14	42.16	42.25	42.36	42.45	42.55	42.65	42.75	43.99	44.09
2028	45.04	45.14	45.24	44.32	44.42	44.52	44.63	44.74	44.84	45.11	46.26	46.38
2029	47.51	47.63	47.73	46.87	47.11	47.44	47.56	47.68	47.80	47.96	49.32	49.45
2030	50.76	52.28	52.41	51.35	51.49	51.65	51.78	51.92	52.06	52.31	53.76	53.90
2031	55.18	55.33	55.48	54.19	54.33	54.49	54.64	54.80	54.96	55.18	56.75	56.92
2032	58.14	58.30	58.32	56.82	56.98	57.14	57.30	57.49	57.65	57.82	59.56	59.73
2033	61.28	61.47	61.06	59.64	59.81	59.77	59.95	60.13	60.30	60.49	62.30	62.49
2034	64.03	64.22	62.04	60.61	60.79	60.86	61.04	61.23	61.42	61.59	63.43	63.63
2035	65.07	65.27	63.06	60.85	61.03	60.16	60.33	60.52	60.68	61.03	62.60	62.78
2036	66.70	66.90	64.62	62.34	62.52	61.64	61.81	61.99	62.17	62.51	64.15	64.34
2037	68.54	68.74	66.37	64.05	64.22	63.32	63.50	63.69	63.87	64.22	65.91	66.10
2038	70.34	70.54	68.11	65.70	65.88	64.95	65.14	65.33	65.51	65.89	67.61	67.82
2039	72.20	72.41	69.91	67.43	67.61	66.64	66.83	67.03	67.24	67.61	69.39	69.61
2040	74.06	74.29	71.69	69.13	69.35	68.35	68.55	68.74	68.94	69.35	71.18	71.39
2041	76.04	76.28	73.61	70.97	71.18	70.15	70.35	70.55	70.78	71.18	73.07	73.28
2042	78.07	78.31	75.56	72.82	73.05	71.99	72.18	72.41	72.64	73.05	74.98	75.23
2043	80.14	80.39	77.55	74.74	74.96	73.86	74.08	74.31	74.54	74.96	76.96	77.21

Effective for service  
 on and after May 23, 2018

**SCHEDULE 201 (Continued)**PRICING OPTIONS FOR STANDARD PPA (Continued)  
Standard Fixed Price Option (Continued)

TABLE 2b												
Avoided Costs												
Fixed Price Option for Wind QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					5.71	5.71	15.04	23.04	23.55	20.49	20.49	24.82
2019	22.46	21.80	17.19	10.78	8.57	7.69	17.89	22.33	22.76	20.60	21.72	25.24
2020	24.58	24.78	19.24	13.17	10.00	9.63	19.09	25.24	25.73	23.44	25.06	29.75
2021	22.63	22.49	22.09	19.85	19.73	19.88	20.05	20.11	20.08	20.25	21.43	22.35
2022	23.34	23.20	22.82	20.71	20.60	20.76	20.94	21.06	21.07	21.24	22.59	23.53
2023	24.51	24.36	23.98	22.09	21.96	22.13	22.30	22.46	22.47	22.64	23.20	24.16
2024	24.84	24.93	24.97	24.09	24.17	24.25	24.33	24.41	24.49	24.57	25.66	25.74
2025	26.37	26.46	26.18	25.26	25.30	25.33	25.42	25.51	25.59	25.71	26.80	26.89
2026	27.55	27.64	27.25	26.28	26.29	26.38	26.47	26.57	26.66	26.75	27.91	28.00
2027	28.67	28.77	28.83	27.85	27.94	28.04	28.13	28.23	28.33	28.43	29.67	29.77
2028	30.44	30.54	30.64	29.71	29.82	29.92	30.02	30.14	30.24	30.50	31.66	31.78
2029	32.62	32.74	32.84	31.98	32.22	32.55	32.66	32.78	32.91	33.06	34.43	34.56
2030	35.57	37.09	37.22	36.16	36.30	36.45	36.59	36.73	36.87	37.12	38.57	38.71
2031	39.68	39.83	39.99	38.70	38.83	38.99	39.15	39.31	39.47	39.68	41.25	41.42
2032	42.44	42.60	42.61	41.11	41.27	41.43	41.59	41.78	41.94	42.12	43.85	44.03
2033	45.16	45.35	44.94	43.52	43.69	43.65	43.83	44.00	44.18	44.37	46.18	46.37
2034	47.53	47.72	45.54	44.11	44.29	44.37	44.55	44.73	44.92	45.09	46.94	47.13
2035	48.30	48.50	46.29	44.07	44.26	43.39	43.56	43.75	43.90	44.26	45.83	46.01
2036	49.65	49.85	47.57	45.28	45.47	44.59	44.76	44.93	45.12	45.46	47.10	47.29
2037	51.09	51.30	48.93	46.60	46.77	45.87	46.05	46.24	46.42	46.77	48.46	48.65
2038	52.54	52.75	50.32	47.90	48.08	47.16	47.34	47.53	47.72	48.09	49.81	50.02
2039	54.05	54.26	51.75	49.27	49.46	48.49	48.67	48.87	49.09	49.46	51.24	51.45
2040	55.55	55.78	53.18	50.62	50.84	49.83	50.04	50.22	50.43	50.84	52.67	52.87
2041	57.15	57.39	54.72	52.08	52.29	51.27	51.46	51.67	51.89	52.29	54.19	54.40
2042	58.81	59.05	56.29	53.56	53.78	52.72	52.92	53.15	53.37	53.78	55.72	55.96
2043	60.49	60.74	57.90	55.09	55.31	54.21	54.43	54.66	54.89	55.31	57.31	57.56

Effective for service  
on and after May 23, 2018

**SCHEDULE 201 (Continued)**

PRICING OPTIONS FOR STANDARD PPA (Continued)  
Standard Fixed Price Option (Continued)

TABLE 3a												
Avoided Costs												
Fixed Price Option for Solar QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					15.25	17.28	29.26	34.87	30.79	24.93	24.93	31.05
2019	27.84	26.24	21.48	18.19	17.76	18.19	29.34	32.67	30.37	24.48	26.41	30.78
2020	31.72	30.00	24.32	19.61	18.98	19.91	30.66	35.05	31.96	27.38	29.43	34.92
2021	34.38	34.23	33.83	31.60	31.48	31.63	31.79	31.86	31.83	32.00	33.17	34.09
2022	35.32	35.18	34.80	32.69	32.58	32.75	32.92	33.04	33.05	33.22	34.57	35.51
2023	36.77	36.62	36.24	34.35	34.22	34.39	34.56	34.71	34.73	34.90	35.46	36.42
2024	37.27	37.36	37.40	36.52	36.61	36.68	36.76	36.84	36.92	37.00	38.09	38.17
2025	39.09	39.18	38.89	37.98	38.02	38.05	38.14	38.22	38.31	38.43	39.52	39.61
2026	40.52	40.61	40.22	39.26	39.27	39.35	39.44	39.54	39.63	39.72	40.89	40.97
2027	41.90	42.00	42.06	41.08	41.17	41.27	41.36	41.46	41.56	41.66	42.90	43.00
2028	43.93	44.03	44.14	43.21	43.31	43.41	43.52	43.63	43.74	44.00	45.16	45.27
2029	46.38	46.50	46.60	45.74	45.98	46.31	46.43	46.54	46.67	46.83	48.19	48.32
2030	49.61	51.12	51.25	50.19	50.34	50.49	50.62	50.76	50.91	51.16	52.60	52.74
2031	54.00	54.14	54.30	53.01	53.15	53.31	53.46	53.62	53.78	54.00	55.57	55.74
2032	56.95	57.11	57.13	55.62	55.78	55.95	56.11	56.29	56.46	56.63	58.37	58.54
2033	60.05	60.24	59.84	58.42	58.59	58.55	58.73	58.90	59.08	59.27	61.08	61.27
2034	62.77	62.96	60.78	59.35	59.53	59.60	59.79	59.97	60.16	60.33	62.17	62.37
2035	63.79	63.99	61.78	59.57	59.75	58.88	59.05	59.24	59.40	59.75	61.32	61.50
2036	65.41	65.61	63.33	61.04	61.23	60.35	60.52	60.70	60.88	61.22	62.86	63.05
2037	67.21	67.41	65.04	62.71	62.89	61.99	62.17	62.36	62.54	62.89	64.58	64.77
2038	68.98	69.19	66.76	64.34	64.52	63.60	63.78	63.98	64.16	64.54	66.26	66.47
2039	70.82	71.03	68.52	66.04	66.23	65.26	65.44	65.64	65.85	66.23	68.01	68.22
2040	72.65	72.89	70.28	67.72	67.94	66.94	67.14	67.33	67.54	67.94	69.77	69.98
2041	74.61	74.84	72.17	69.53	69.74	68.72	68.91	69.12	69.34	69.74	71.64	71.85
2042	76.60	76.84	74.09	71.35	71.58	70.52	70.71	70.94	71.17	71.58	73.51	73.76
2043	78.64	78.89	76.05	73.24	73.46	72.36	72.58	72.81	73.04	73.46	75.46	75.71

**SCHEDULE 201 (Continued)**

PRICING OPTIONS FOR STANDARD PPA (Continued)  
 Standard Fixed Price Option (Continued)

TABLE 3b												
Avoided Costs												
Fixed Price Option for Solar QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					6.58	6.58	15.91	23.91	24.42	21.36	21.36	25.69
2019	23.34	22.68	18.07	11.66	9.45	8.57	18.77	23.21	23.64	21.48	22.60	26.12
2020	25.48	25.68	20.14	14.07	10.90	10.53	19.99	26.14	26.63	24.34	25.96	30.65
2021	23.55	23.41	23.01	20.77	20.65	20.80	20.97	21.03	21.00	21.17	22.35	23.27
2022	24.28	24.14	23.76	21.65	21.54	21.70	21.88	22.00	22.01	22.18	23.53	24.47
2023	25.47	25.32	24.94	23.05	22.92	23.09	23.26	23.42	23.43	23.60	24.16	25.12
2024	25.82	25.91	25.95	25.07	25.15	25.23	25.31	25.39	25.47	25.55	26.64	26.72
2025	27.37	27.46	27.18	26.26	26.30	26.33	26.42	26.51	26.59	26.71	27.80	27.89
2026	28.57	28.66	28.27	27.30	27.31	27.40	27.49	27.59	27.68	27.77	28.93	29.02
2027	29.71	29.81	29.87	28.89	28.98	29.08	29.17	29.27	29.37	29.47	30.71	30.81
2028	31.50	31.60	31.70	30.77	30.88	30.98	31.08	31.20	31.30	31.56	32.72	32.84
2029	33.70	33.82	33.92	33.06	33.30	33.63	33.74	33.86	33.99	34.14	35.51	35.64
2030	36.67	38.19	38.32	37.26	37.40	37.55	37.69	37.83	37.97	38.22	39.67	39.81
2031	40.80	40.95	41.11	39.82	39.95	40.11	40.27	40.43	40.59	40.80	42.37	42.54
2032	43.58	43.74	43.75	42.25	42.41	42.57	42.73	42.92	43.08	43.26	44.99	45.17
2033	46.33	46.52	46.11	44.69	44.86	44.82	45.00	45.17	45.35	45.54	47.35	47.54
2034	48.72	48.91	46.73	45.30	45.48	45.56	45.74	45.92	46.11	46.28	48.13	48.32
2035	49.51	49.71	47.50	45.28	45.47	44.60	44.77	44.96	45.11	45.47	47.04	47.22
2036	50.89	51.09	48.81	46.52	46.71	45.83	46.00	46.17	46.36	46.70	48.34	48.53
2037	52.35	52.56	50.19	47.86	48.03	47.13	47.31	47.50	47.68	48.03	49.72	49.91
2038	53.83	54.04	51.61	49.19	49.37	48.45	48.63	48.82	49.01	49.38	51.10	51.31
2039	55.36	55.57	53.06	50.58	50.77	49.80	49.98	50.18	50.40	50.77	52.55	52.76
2040	56.89	57.12	54.52	51.96	52.18	51.17	51.38	51.56	51.77	52.18	54.01	54.21
2041	58.52	58.76	56.09	53.45	53.66	52.64	52.83	53.04	53.26	53.66	55.56	55.77
2042	60.20	60.44	57.68	54.95	55.17	54.11	54.31	54.54	54.76	55.17	57.11	57.35
2043	61.91	62.16	59.32	56.51	56.73	55.63	55.85	56.08	56.31	56.73	58.73	58.98

**SCHEDULE 201 (Continued)**

## PRICING OPTIONS FOR STANDARD PPA (Continued)

**2) Renewable Fixed Price Option**

The Renewable Fixed Price Option is based on Renewable Avoided Costs. It is available only to Renewable QFs that generate electricity from a renewable energy source that may be used by the Company to comply with the Oregon Renewable Portfolio Standard as set forth in ORS 469A.005 to 469A.210.

This option is available for a maximum term of 15 years. Prices will be as established at the time the Standard PPA is executed and will be equal to the Renewable Avoided Costs in Tables 4a and 4b, 5a and 5b, or 6a and 6b, depending on the type of QF, effective at execution. QFs using any resource type other than wind and solar are assumed to be Base Load QFs.

Sellers will retain all Environmental Attributes generated by the facility during the Renewable Resource Sufficiency Period. A Renewable QF choosing the Renewable Fixed Price Option must cede all RPS Attributes generated by the facility to the Company from the start of the Renewable Resource Deficiency Period through the remainder of the PPA term.

Prices paid to the Seller under the Renewable Fixed Price Option include adjustments for the capacity contribution of the QF resource type relative to that of the avoided proxy resource. Both Wind QF resources (Tables 5a and 5b) and the avoided proxy resource, the basis used to determine Renewable Avoided Costs for the Renewable Fixed Price Option, are assumed to have a capacity contribution to peak of 5%. The capacity contribution for Solar QF resources (Tables 6a and 6b) is assumed to be 5%. The capacity contribution for Base Load QF resources (Tables 4a and 4b) is assumed to be 100%.

The Renewable Avoided Costs during the Renewable Resource Deficiency Period reflect an increase for avoided wind integration costs, shown in Table 7.

Prices paid to the Seller under the Renewable Fixed Price Option for Wind QFs (Tables 5a and 5b) include a reduction for the wind integration costs in Table 7, which cancels out wind integration costs included in the Renewable Avoided Costs during the Renewable Resource Deficiency Period. However, if the Wind QF is outside of PGE's Balancing Authority Area as contemplated in the Commission's Order No. 14-058, the Seller is paid the wind integration charges in Table 7, in addition to the prices listed in Tables 5a and 5b.

Sellers with PPAs exceeding 15 years will receive pricing equal to the Mid-C Index Price for all years up to five in excess of the initial 15.

**SCHEDULE 201 (Continued)**

## PRICING OPTIONS FOR STANDARD PPA (Continued)

## Renewable Fixed Price Option (Continued)

TABLE 4a												
Renewable Avoided Costs												
Renewable Fixed Price Option for Base Load QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					15.25	17.28	29.26	34.87	30.79	24.93	24.93	31.05
2019	27.84	26.24	21.48	18.19	17.76	18.19	29.34	32.67	30.37	24.48	26.41	30.78
2020	31.72	30.00	24.32	19.61	18.98	19.91	30.66	35.05	31.96	27.38	29.43	34.92
2021	35.25	33.33	26.96	21.68	20.97	22.02	34.07	38.99	35.53	30.39	32.69	38.84
2022	37.42	35.37	28.60	22.99	22.23	23.34	36.16	41.39	37.71	32.25	34.69	41.23
2023	37.44	35.39	28.62	23.01	22.25	23.36	36.18	41.41	37.73	32.26	34.71	41.25
2024	33.46	31.46	29.68	24.29	21.51	14.47	26.46	29.70	32.48	32.50	33.08	34.88
2025	109.78	104.72	100.19	86.52	79.49	61.62	92.04	100.26	107.30	107.36	108.82	113.41
2026	111.98	106.82	102.20	88.25	81.08	62.85	93.88	102.27	109.44	109.51	111.00	115.68
2027	114.22	108.95	104.24	90.01	82.70	64.11	95.75	104.31	111.63	111.70	113.22	117.99
2028	116.27	110.92	106.12	91.65	84.21	65.30	97.49	106.20	113.64	113.71	115.26	120.11
2029	118.83	113.35	108.45	93.65	86.04	66.70	99.62	108.52	116.14	116.20	117.79	122.75
2030	121.20	115.61	110.61	95.52	87.76	68.03	101.61	110.69	118.46	118.53	120.14	125.20
2031	123.62	117.92	112.82	97.43	89.51	69.39	103.64	112.90	120.83	120.90	122.54	127.71
2032	125.62	119.82	114.63	98.97	90.92	70.45	105.29	114.71	122.77	122.84	124.52	129.77
2033	128.61	122.69	117.38	101.36	93.12	72.19	107.82	117.46	125.70	125.78	127.49	132.86
2034	131.31	125.26	119.85	103.51	95.11	73.75	110.10	119.93	128.34	128.41	130.16	135.64
2035	133.81	127.64	122.12	105.45	96.88	75.10	112.18	122.20	130.78	130.85	132.64	138.22
2036	136.09	129.81	124.20	107.25	98.53	76.38	114.09	124.28	133.01	133.09	134.90	140.58
2037	139.21	132.79	127.05	109.71	100.80	78.14	116.70	127.13	136.06	136.14	137.99	143.80
2038	141.99	135.44	129.59	111.90	102.81	79.70	119.04	129.68	138.78	138.86	140.75	146.68
2039	144.83	138.15	132.18	114.14	104.86	81.29	121.41	132.27	141.55	141.63	143.56	149.61
2040	147.44	140.64	134.57	116.22	106.79	82.81	123.62	134.66	144.10	144.18	146.15	152.30
2041	150.67	143.73	137.51	118.75	109.10	84.57	126.32	137.61	147.26	147.35	149.36	155.65
2042	153.68	146.60	140.26	121.12	111.28	86.26	128.84	140.36	150.21	150.29	152.34	158.76
2043	156.76	149.53	143.06	123.54	113.50	87.99	131.42	143.16	153.21	153.30	155.38	161.93



## SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)  
Renewable Fixed Price Option (Continued)

TABLE 4b												
Renewable Avoided Costs												
Renewable Fixed Price Option for Base Load QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					6.58	6.58	15.91	23.91	24.42	21.36	21.36	25.69
2019	23.34	22.68	18.07	11.66	9.45	8.57	18.77	23.21	23.64	21.48	22.60	26.12
2020	25.48	25.68	20.14	14.07	10.90	10.53	19.99	26.14	26.63	24.34	25.96	30.65
2021	29.15	29.38	22.96	15.91	12.23	11.81	22.79	29.92	30.49	27.83	29.70	35.15
2022	31.09	31.33	24.47	16.93	13.00	12.55	24.28	31.91	32.52	29.67	31.68	37.50
2023	31.41	31.65	24.71	17.09	13.12	12.66	24.53	32.24	32.85	29.98	32.00	37.89
2024	29.94	27.68	27.33	23.19	20.10	12.65	23.44	27.06	29.10	29.67	31.04	32.02
2025	68.81	63.08	62.21	51.70	43.86	24.97	52.32	61.52	66.70	68.13	71.61	74.10
2026	70.19	64.34	63.45	52.73	44.74	25.47	53.37	62.75	68.03	69.49	73.04	75.58
2027	71.59	65.63	64.72	53.78	45.63	25.97	54.44	64.01	69.39	70.88	74.50	77.09
2028	72.82	66.76	65.83	54.71	46.42	26.42	55.37	65.11	70.58	72.10	75.78	78.41
2029	74.48	68.28	67.33	55.95	47.47	27.02	56.63	66.59	72.19	73.74	77.50	80.20
2030	75.97	69.64	68.68	57.07	48.42	27.56	57.77	67.92	73.63	75.22	79.05	81.80
2031	77.49	71.03	70.05	58.21	49.39	28.11	58.92	69.28	75.10	76.72	80.63	83.44
2032	78.82	72.25	71.26	59.21	50.24	28.60	59.93	70.47	76.40	78.04	82.02	84.87
2033	80.61	73.90	72.88	60.56	51.38	29.25	61.30	72.08	78.14	79.82	83.89	86.80
2034	82.23	75.38	74.33	61.77	52.41	29.83	62.52	73.52	79.70	81.41	85.56	88.54
2035	83.87	76.88	75.82	63.01	53.46	30.43	63.77	74.99	81.29	83.04	87.27	90.31
2036	85.31	78.21	77.12	64.09	54.38	30.95	64.87	76.28	82.69	84.47	88.77	91.86
2037	87.25	79.99	78.88	65.55	55.62	31.66	66.35	78.01	84.57	86.39	90.80	93.95
2038	89.00	81.59	80.46	66.86	56.73	32.29	67.67	79.57	86.26	88.12	92.61	95.83
2039	90.78	83.22	82.07	68.20	57.86	32.94	69.03	81.16	87.99	89.88	94.46	97.75
2040	92.34	84.65	83.48	69.37	58.86	33.50	70.21	82.56	89.50	91.43	96.09	99.43
2041	94.44	86.57	85.38	70.95	60.20	34.27	71.81	84.44	91.54	93.51	98.28	101.69
2042	96.33	88.31	87.08	72.37	61.40	34.95	73.25	86.13	93.37	95.38	100.24	103.73
2043	98.25	90.07	88.83	73.81	62.63	35.65	74.71	87.85	95.23	97.28	102.24	105.80

Effective for service  
on and after May 23, 2018

**SCHEDULE 201 (Continued)**PRICING OPTIONS FOR STANDARD PPA (Continued)  
Renewable Fixed Price Option (Continued)

TABLE 5a												
Renewable Avoided Costs												
Renewable Fixed Price Option for Wind QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					14.38	16.41	28.39	34.00	29.92	24.06	24.06	30.18
2019	26.96	25.36	20.60	17.31	16.88	17.31	28.46	31.79	29.49	23.60	25.53	29.90
2020	30.82	29.10	23.42	18.71	18.08	19.01	29.76	34.15	31.06	26.48	28.53	34.02
2021	34.33	32.41	26.04	20.76	20.05	21.10	33.15	38.07	34.61	29.47	31.77	37.92
2022	36.48	34.43	27.66	22.05	21.29	22.40	35.22	40.45	36.77	31.31	33.75	40.29
2023	36.48	34.43	27.66	22.05	21.29	22.40	35.22	40.45	36.77	31.30	33.75	40.29
2024	32.48	30.48	28.70	23.31	20.53	13.49	25.48	28.72	31.50	31.52	32.10	33.90
2025	90.50	85.44	80.91	67.24	60.21	42.34	72.75	80.98	88.01	88.08	89.54	94.12
2026	92.31	87.15	82.53	68.58	61.41	43.18	74.21	82.60	89.77	89.84	91.33	96.01
2027	94.15	88.89	84.18	69.95	62.64	44.04	75.69	84.25	91.57	91.63	93.15	97.92
2028	95.81	90.45	85.66	71.19	63.75	44.84	77.03	85.73	93.18	93.25	94.79	99.65
2029	97.96	92.48	87.58	72.78	65.17	45.82	78.75	87.65	95.27	95.33	96.92	101.88
2030	99.91	94.33	89.33	74.23	66.47	46.74	80.32	89.40	97.17	97.24	98.85	103.92
2031	101.91	96.21	91.11	75.72	67.80	47.68	81.93	91.19	99.12	99.18	100.83	106.00
2032	103.61	97.81	92.62	76.96	68.91	48.44	83.28	92.70	100.76	100.83	102.51	107.76
2033	106.02	100.09	94.79	78.77	70.53	49.60	85.23	94.87	103.11	103.18	104.90	110.27
2034	108.20	102.15	96.74	80.40	72.00	50.65	86.99	96.82	105.23	105.30	107.05	112.53
2035	110.31	104.14	98.62	81.96	73.39	51.61	88.68	98.71	107.28	107.36	109.14	114.73
2036	112.19	105.92	100.30	83.35	74.63	52.48	90.19	100.39	109.11	109.19	111.00	116.68
2037	114.76	108.34	102.60	85.26	76.35	53.69	92.26	102.69	111.61	111.69	113.54	119.36
2038	117.05	110.51	104.65	86.96	77.87	54.76	94.10	104.74	113.84	113.92	115.81	121.74
2039	119.40	112.72	106.74	88.71	79.43	55.86	95.98	106.83	116.12	116.20	118.13	124.18
2040	121.49	114.70	108.62	90.28	80.84	56.86	97.68	108.72	118.16	118.24	120.20	126.36
2041	124.21	117.26	111.05	92.28	82.63	58.11	99.85	111.14	120.80	120.88	122.89	129.18
2042	126.70	119.61	113.27	94.13	84.29	59.27	101.85	113.37	123.22	123.31	125.35	131.77
2043	129.23	122.00	115.53	96.01	85.97	60.46	103.89	115.63	125.68	125.77	127.86	134.40

**SCHEDULE 201 (Continued)**

PRICING OPTIONS FOR STANDARD PPA (Continued)  
Renewable Fixed Price Option (Continued)

TABLE 5b												
Renewable Avoided Costs												
Renewable Fixed Price Option for Wind QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					5.71	5.71	15.04	23.04	23.55	20.49	20.49	24.82
2019	22.46	21.80	17.19	10.78	8.57	7.69	17.89	22.33	22.76	20.60	21.72	25.24
2020	24.58	24.78	19.24	13.17	10.00	9.63	19.09	25.24	25.73	23.44	25.06	29.75
2021	28.23	28.46	22.04	14.99	11.31	10.89	21.87	29.00	29.57	26.91	28.78	34.23
2022	30.15	30.39	23.53	15.99	12.06	11.61	23.34	30.97	31.58	28.73	30.74	36.56
2023	30.45	30.69	23.75	16.13	12.16	11.70	23.57	31.28	31.89	29.02	31.04	36.93
2024	28.96	26.70	26.35	22.21	19.12	11.67	22.46	26.08	28.12	28.69	30.06	31.04
2025	67.81	62.08	61.21	50.70	42.86	23.97	51.32	60.52	65.70	67.13	70.61	73.10
2026	69.17	63.32	62.43	51.71	43.72	24.45	52.35	61.73	67.01	68.47	72.02	74.56
2027	70.55	64.59	63.68	52.74	44.59	24.93	53.40	62.97	68.35	69.84	73.46	76.05
2028	71.76	65.70	64.77	53.65	45.36	25.36	54.31	64.05	69.52	71.04	74.72	77.35
2029	73.40	67.20	66.25	54.87	46.39	25.94	55.55	65.51	71.11	72.66	76.42	79.12
2030	74.87	68.54	67.58	55.97	47.32	26.46	56.67	66.82	72.53	74.12	77.95	80.70
2031	76.37	69.91	68.93	57.09	48.27	26.99	57.80	68.16	73.98	75.60	79.51	82.32
2032	77.68	71.11	70.12	58.07	49.10	27.46	58.79	69.33	75.26	76.90	80.88	83.73
2033	79.44	72.73	71.71	59.39	50.21	28.08	60.13	70.91	76.97	78.65	82.72	85.63
2034	81.04	74.19	73.14	60.58	51.22	28.64	61.33	72.33	78.51	80.22	84.37	87.35
2035	82.66	75.67	74.61	61.80	52.25	29.22	62.56	73.78	80.08	81.83	86.06	89.10
2036	84.07	76.97	75.88	62.85	53.14	29.71	63.63	75.04	81.45	83.23	87.53	90.62
2037	85.99	78.73	77.62	64.29	54.36	30.40	65.09	76.75	83.31	85.13	89.54	92.69
2038	87.71	80.30	79.17	65.57	55.44	31.00	66.38	78.28	84.97	86.83	91.32	94.54
2039	89.47	81.91	80.76	66.89	56.55	31.63	67.72	79.85	86.68	88.57	93.15	96.44
2040	91.00	83.31	82.14	68.03	57.52	32.16	68.87	81.22	88.16	90.09	94.75	98.09
2041	93.07	85.20	84.01	69.58	58.83	32.90	70.44	83.07	90.17	92.14	96.91	100.32
2042	94.94	86.92	85.69	70.98	60.01	33.56	71.86	84.74	91.98	93.99	98.85	102.34
2043	96.83	88.65	87.41	72.39	61.21	34.23	73.29	86.43	93.81	95.86	100.82	104.38

Effective for service  
on and after May 23, 2018

**SCHEDULE 201 (Continued)**PRICING OPTIONS FOR STANDARD PPA (Continued)  
Renewable Fixed Price Option (Continued)

TABLE 6a												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					15.25	17.28	29.26	34.87	30.79	24.93	24.93	31.05
2019	27.84	26.24	21.48	18.19	17.76	18.19	29.34	32.67	30.37	24.48	26.41	30.78
2020	31.72	30.00	24.32	19.61	18.98	19.91	30.66	35.05	31.96	27.38	29.43	34.92
2021	35.25	33.33	26.96	21.68	20.97	22.02	34.07	38.99	35.53	30.39	32.69	38.84
2022	37.42	35.37	28.60	22.99	22.23	23.34	36.16	41.39	37.71	32.25	34.69	41.23
2023	37.44	35.39	28.62	23.01	22.25	23.36	36.18	41.41	37.73	32.26	34.71	41.25
2024	33.46	31.46	29.68	24.29	21.51	14.47	26.46	29.70	32.48	32.50	33.08	34.88
2025	89.46	84.40	79.87	66.19	59.16	41.29	71.71	79.93	86.97	87.03	88.50	93.08
2026	91.24	86.08	81.46	67.52	60.35	42.12	73.14	81.53	88.71	88.77	90.26	94.94
2027	93.07	87.80	83.09	68.86	61.55	42.96	74.60	83.16	90.48	90.55	92.07	96.84
2028	94.70	89.35	84.55	70.08	62.64	43.73	75.92	84.63	92.07	92.14	93.69	98.54
2029	96.82	91.35	86.44	71.64	64.04	44.69	77.62	86.52	94.14	94.20	95.78	100.75
2030	98.76	93.17	88.17	73.08	65.32	45.59	79.17	88.25	96.02	96.08	97.70	102.76
2031	100.73	95.03	89.93	74.54	66.62	46.50	80.75	90.01	97.94	98.00	99.65	104.82
2032	102.42	96.62	91.43	75.77	67.72	47.25	82.09	91.51	99.57	99.64	101.32	106.57
2033	104.80	98.87	93.56	77.55	69.31	48.37	84.01	93.64	101.89	101.96	103.67	109.05
2034	106.94	100.89	95.48	79.14	70.74	49.39	85.73	95.56	103.97	104.04	105.79	111.27
2035	109.03	102.86	97.34	80.68	72.11	50.33	87.40	97.43	106.00	106.08	107.86	113.45
2036	110.90	104.62	99.01	82.06	73.34	51.19	88.90	99.09	107.82	107.89	109.71	115.39
2037	113.43	107.01	101.27	83.93	75.02	52.36	90.93	101.36	110.28	110.36	112.21	118.03
2038	115.70	109.15	103.29	85.61	76.52	53.41	92.74	103.38	112.49	112.56	114.46	120.39
2039	118.01	111.33	105.36	87.32	78.05	54.47	94.60	105.45	114.73	114.81	116.74	122.79
2040	120.08	113.29	107.21	88.87	79.43	55.45	96.27	107.31	116.75	116.83	118.79	124.95
2041	122.77	115.83	109.61	90.85	81.20	56.67	98.42	109.71	119.36	119.45	121.46	127.75
2042	125.23	118.14	111.80	92.66	82.82	57.80	100.38	111.90	121.75	121.84	123.88	130.30
2043	127.73	120.50	114.04	94.51	84.48	58.96	102.39	114.14	124.18	124.27	126.36	132.91

Effective for service  
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## SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)  
Renewable Fixed Price Option (Continued)

TABLE 6b												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					6.58	6.58	15.91	23.91	24.42	21.36	21.36	25.69
2019	23.34	22.68	18.07	11.66	9.45	8.57	18.77	23.21	23.64	21.48	22.60	26.12
2020	25.48	25.68	20.14	14.07	10.90	10.53	19.99	26.14	26.63	24.34	25.96	30.65
2021	29.15	29.38	22.96	15.91	12.23	11.81	22.79	29.92	30.49	27.83	29.70	35.15
2022	31.09	31.33	24.47	16.93	13.00	12.55	24.28	31.91	32.52	29.67	31.68	37.50
2023	31.41	31.65	24.71	17.09	13.12	12.66	24.53	32.24	32.85	29.98	32.00	37.89
2024	29.94	27.68	27.33	23.19	20.10	12.65	23.44	27.06	29.10	29.67	31.04	32.02
2025	68.81	63.08	62.21	51.70	43.86	24.97	52.32	61.52	66.70	68.13	71.61	74.10
2026	70.19	64.34	63.45	52.73	44.74	25.47	53.37	62.75	68.03	69.49	73.04	75.58
2027	71.59	65.63	64.72	53.78	45.63	25.97	54.44	64.01	69.39	70.88	74.50	77.09
2028	72.82	66.76	65.83	54.71	46.42	26.42	55.37	65.11	70.58	72.10	75.78	78.41
2029	74.48	68.28	67.33	55.95	47.47	27.02	56.63	66.59	72.19	73.74	77.50	80.20
2030	75.97	69.64	68.68	57.07	48.42	27.56	57.77	67.92	73.63	75.22	79.05	81.80
2031	77.49	71.03	70.05	58.21	49.39	28.11	58.92	69.28	75.10	76.72	80.63	83.44
2032	78.82	72.25	71.26	59.21	50.24	28.60	59.93	70.47	76.40	78.04	82.02	84.87
2033	80.61	73.90	72.88	60.56	51.38	29.25	61.30	72.08	78.14	79.82	83.89	86.80
2034	82.23	75.38	74.33	61.77	52.41	29.83	62.52	73.52	79.70	81.41	85.56	88.54
2035	83.87	76.88	75.82	63.01	53.46	30.43	63.77	74.99	81.29	83.04	87.27	90.31
2036	85.31	78.21	77.12	64.09	54.38	30.95	64.87	76.28	82.69	84.47	88.77	91.86
2037	87.25	79.99	78.88	65.55	55.62	31.66	66.35	78.01	84.57	86.39	90.80	93.95
2038	89.00	81.59	80.46	66.86	56.73	32.29	67.67	79.57	86.26	88.12	92.61	95.83
2039	90.78	83.22	82.07	68.20	57.86	32.94	69.03	81.16	87.99	89.88	94.46	97.75
2040	92.34	84.65	83.48	69.37	58.86	33.50	70.21	82.56	89.50	91.43	96.09	99.43
2041	94.44	86.57	85.38	70.95	60.20	34.27	71.81	84.44	91.54	93.51	98.28	101.69
2042	96.33	88.31	87.08	72.37	61.40	34.95	73.25	86.13	93.37	95.38	100.24	103.73
2043	98.25	90.07	88.83	73.81	62.63	35.65	74.71	87.85	95.23	97.28	102.24	105.80

Effective for service  
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## SCHEDULE 201 (Continued)

## WIND INTEGRATION

<b>TABLE 7</b>		
<b>Integration Costs</b>		
<b>Year</b>	<b>Wind</b>	<b>Solar</b>
<b>2018</b>	0.87	0.00
<b>2019</b>	0.88	0.00
<b>2020</b>	0.90	0.00
<b>2021</b>	0.92	0.00
<b>2022</b>	0.94	0.00
<b>2023</b>	0.96	0.00
<b>2024</b>	0.98	0.00
<b>2025</b>	1.00	0.00
<b>2026</b>	1.02	0.00
<b>2027</b>	1.04	0.00
<b>2028</b>	1.06	0.00
<b>2029</b>	1.08	0.00
<b>2030</b>	1.10	0.00
<b>2031</b>	1.12	0.00
<b>2032</b>	1.14	0.00
<b>2033</b>	1.17	0.00
<b>2034</b>	1.19	0.00
<b>2035</b>	1.21	0.00
<b>2036</b>	1.24	0.00
<b>2037</b>	1.26	0.00
<b>2038</b>	1.29	0.00
<b>2039</b>	1.31	0.00
<b>2040</b>	1.34	0.00
<b>2041</b>	1.37	0.00
<b>2042</b>	1.39	0.00
<b>2043</b>	1.42	0.00

**SCHEDULE 201 (Continued)****MONTHLY SERVICE CHARGE**

Each separately metered QF not associated with a retail Customer account will be charged \$10.00 per month.

**INSURANCE REQUIREMENTS**

The following insurance requirements are applicable to Sellers with a Standard PPA:

- 1) QFs with nameplate capacity ratings greater than 200 kW are required to secure and maintain a prudent amount of general liability insurance. The Seller must certify to the Company that it is maintaining general liability insurance coverage for each QF at prudent amounts. A prudent amount will be deemed to mean liability insurance coverage for both bodily injury and property damage liability in the amount of not less than \$1,000,000 each occurrence combined single limit, which limits may be required to be increased or decreased by the Company as the Company determines in its reasonable judgment, that economic conditions or claims experience may warrant.
- 2) Such insurance will include an endorsement naming the Company as an additional insured insofar as liability arising out of operations under this schedule and a provision that such liability policies will not be canceled or their limits reduced without 30 days' written notice to the Company. The Seller will furnish the Company with certificates of insurance together with the endorsements required herein. The Company will have the right to inspect the original policies of such insurance.
- 3) QFs with a design capacity of 200 kW or less are encouraged to pursue liability insurance on their own. The Oregon Public Utility Commission in Order No. 05-584 determined that it is inappropriate to require QFs that have a design capacity of 200 kW or less to obtain general liability insurance.

**TRANSMISSION AGREEMENTS**

If the QF is located outside the Company's service territory, the Seller is responsible for the transmission of power at its cost to the Company's service territory.

**INTERCONNECTION REQUIREMENTS**

Except as otherwise provided in a generation Interconnection Agreement between the Company and Seller, if the QF is located within the Company's service territory, switching equipment capable of isolating the QF from the Company's system will be accessible to the Company at all times. At the Company's option, the Company may operate the switching equipment described above if, in the sole opinion of the Company, continued operation of the QF in connection with the utility's system may create or contribute to a system emergency.

**SCHEDULE 201 (Continued)****INTERCONNECTION REQUIREMENTS (Continued)**

The QF owner interconnecting with the Company's distribution system must comply with all requirements for interconnection as established pursuant to Commission rule, in the Company's Rules and Regulations (Rule C) or the Company's Interconnection Procedures contained in its FERC Open Access Transmission Tariff (OATT), as applicable. The Seller will bear full responsibility for the installation and safe operation of the interconnection facilities.

**DEFINITION OF A SMALL COGENERATION FACILITY OR SMALL POWER PRODUCTION FACILITY ELIGIBLE TO RECEIVE PRICING UNDER THE STANDARD PPA**

A QF will be eligible to receive pricing under the Standard PPA if the nameplate capacity of the QF, together with any other electric generating facility using the same motive force, owned or controlled by the Same Person(s) or Affiliated Person(s), and located at the Same Site, does not exceed 10 MW. A Community-Based or Family-Owned QF is exempt from these restrictions.

**Definition of Community-Based**

- a. A community project (or a community sponsored project) must have a recognized and established organization located within the county of the project or within 50 miles of the project that has a genuine role in helping the project be developed and must have some not insignificant continuing role with or interest in the project after it is completed and placed in service.
- b. After excluding the passive investor whose ownership interests are primarily related to green tag values and tax benefits as the primary ownership benefit, the equity (ownership) interests in a community sponsored project must be owned in substantial percentage (80 percent or more) by the following persons (individuals and entities): (i) the sponsoring organization, or its controlled affiliates; (ii) members of the sponsoring organization (if it is a membership organization) or owners of the sponsorship organization (if it is privately owned); (iii) persons who live in the county in which the project is located or who live a county adjoining the county in which the project is located; or (iv) units of local government, charities, or other established nonprofit organizations active either in the county in which the project is located or active in a county adjoining the county in which the project is located.

**Definition of Family-Owned**

After excluding the ownership interest of the passive investor whose ownership interests are primarily related to green tag values and tax benefits as the primary ownership benefit, five or fewer individuals own 50 percent or more of the equity of the project entity, or fifteen or fewer individuals own 90 percent or more of the project entity. A "look through" rule applies to closely held entities that hold the project entity, so that equity held by LLCs, trusts, estates, corporations, partnerships or other similar entities is considered held by the equity owners of the look through entity. An individual is a natural person. In counting to five or fifteen, spouses or children of an equity owner of the project owner who also have an equity interest are aggregated and counted as a single individual.



**SCHEDULE 201 (Continued)****DEFINITION OF A SMALL COGENERATION FACILITY OR SMALL POWER PRODUCTION FACILITY ELIGIBLE TO RECEIVE PRICING UNDER THE STANDARD PPA (Continued)****Definition of Person(s) or Affiliated Person(s)**

As used above, the term "Same Person(s)" or "Affiliated Person(s)" means a natural person or persons or any legal entity or entities sharing common ownership, management or acting jointly or in concert with or exercising influence over the policies or actions of another person or entity. However, two facilities will not be held to be owned or controlled by the Same Person(s) or Affiliated Person(s) solely because they are developed by a single entity.

Furthermore, two facilities will not be held to be owned or controlled by the Same Person(s) or Affiliated Person(s) if such common person or persons is a "passive investor" whose ownership interest in the QF is primarily related to utilizing production tax credits, green tag values and MACRS depreciation as the primary ownership benefit and the facilities at issue are independent family-owned or community-based projects. A unit of Oregon local government may also be a "passive investor" in a community-based project if the local governmental unit demonstrates that it will not have an equity ownership interest in or exercise any control over the management of the QF and that its only interest is a share of the cash flow from the QF, which share will not exceed 20%. The 20% cash flow share limit may only be exceeded for good cause shown and only with the prior approval of the Commission.

**Definition of Same Site**

For purposes of the foregoing, generating facilities are considered to be located at the same site as the QF for which qualification for pricing under the Standard PPA is sought if they are located within a five-mile radius of any generating facilities or equipment providing fuel or motive force associated with the QF for which qualification for pricing under the Standard PPA is sought.

**Definition of Shared Interconnection and Infrastructure**

QFs otherwise meeting the above-described separate ownership test and thereby qualified for entitlement to pricing under the Standard PPA will not be disqualified by utilizing an interconnection or other infrastructure not providing motive force or fuel that is shared with other QFs qualifying for pricing under the Standard PPA so long as the use of the shared interconnection complies with the interconnecting utility's safety and reliability standards, interconnection agreement requirements and Prudent Electrical Practices as that term is defined in the interconnecting utility's approved Standard PPA.

**OTHER DEFINITIONS****Mid-C Index Price**

As used in this schedule, the daily Mid-C Index Price shall be the Day Ahead Intercontinental Exchange ("ICE") for the bilateral OTC market for energy at the Mid-C Physical for Average

**SCHEDULE 201 (Continued)****OTHER DEFINITIONS (Continued)**

On-Peak Power and Average Off-Peak Power found on the following website: <https://www.theice.com/products/OTC/Physical-Energy/Electricity>. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

**Definition of RPS Attributes**

As used in this schedule, RPS Attributes means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 469A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

**Definition of Environmental Attributes**

As used in this schedule, Environmental Attributes shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

**Definition of Resource Sufficiency Period**

This is the period from the current year through 2020.

**Definition of Resource Deficiency Period**

This is the period from 2021.

**Definition of Renewable Resource Sufficiency Period**

This is the period from the current year through 2024.

**Definition of Renewable Resource Deficiency Period**

This is the period from 2025.

**SCHEDULE 201 (Concluded)****DISPUTE RESOLUTION**

Upon request, the QF will provide the purchasing utility with documentation verifying the ownership, management and financial structure of the QF in reasonably sufficient detail to allow the utility to make an initial determination of whether or not the QF meets the above-described criteria for entitlement to pricing under the Standard PPA.

The QF may present disputes to the Commission for resolution using the following process:

The QF may file a complaint asking the Commission to adjudicate disputes regarding the formation of the standard contract. The QF may not file such a complaint during any 15-day period in which the utility has the obligation to respond, but must wait until the 15-day period has passed.

The utility may respond to the complaint within ten days of service.

The Commission will limit its review to the issues identified in the complaint and response, and utilize a process similar to the arbitration process adopted to facilitate the execution of interconnection agreements among telecommunications carriers. See OAR 860, Division 016. The administrative law judge will not act as an arbitrator.

**SPECIAL CONDITIONS**

1. Delivery of energy by Seller will be at a voltage, phase, frequency, and power factor as specified by the Company.
2. If the Seller also receives retail Electricity Service from the Company at the same location, any payments under this schedule will be credited to the Seller's retail Electricity Service bill. At the option of the Customer, any net credit over \$10.00 will be paid by check to the Customer.
3. Unless required by state or federal law, if the 1978 Public Utility Regulatory Policies Act (PURPA) is repealed, PPAs entered into pursuant to this schedule will not terminate prior to the Standard or Negotiated PPA's termination date.

**TERM OF AGREEMENT**

Not less than one year and not to exceed 20 years.

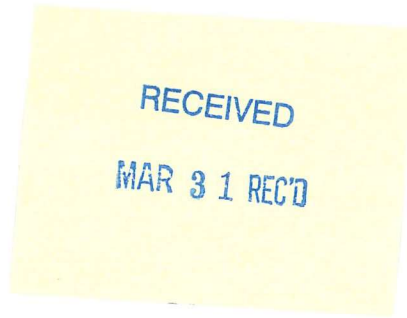
# Middle Fork Irrigation District

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P.O. Box 291  
8335 Clear Creek Rd  
Parkdale, OR 97041  
Phone (541) 352-6468  
Fax (541) 352-7794

March 25 2020

Contracts Manager  
QF Contracts, 3WTC0306  
121 SW Salmon St.  
Portland, Oregon 97204



RE: Middle Fork Executed Power purchase agreement

Greetings PGE QF contract Manager

Please find enclosed two copies of the Power Purchase agreement executed by Middle Fork Irrigation District.

Cordially

  
Craig DeHart  
Middle Fork Irrigation District

**Signature:** Bill Lopez  
Bill Lopez (Apr 2, 2020)

**Email:** william.lopez@pgn.com

**Signature:** Donald J Light  
Donald J Light (Apr 2, 2020)

**Email:** donald.light@pgn.com

**Signature:** Todd McConachie  
Todd McConachie (Apr 2, 2020)

**Email:** Todd.McConachie@pgn.com

**Signature:** ~~J Barnes~~  
J Barnes (Apr 2, 2020)

**Email:** jim.barnes@pgn.com