

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UM 1805

NORTHWEST AND INTERMOUNTAIN	)	JOINT MOTION FOR
POWER PRODUCERS COALITION,	)	CLARIFICATION AND
COMMUNITY RENEWABLE ENERGY	)	APPLICATION FOR REHEARING
ASSOCIATION and RENEWABLE	)	OR RECONSIDERATION OF ORDER
ENERGY COALITION,	)	NO. 17-256 BY DAYTON SOLAR I
	)	LLC, STARVATION SOLAR I LLC,
Complainants,	)	TYGH VALLEY SOLAR I LLC,
	)	WASCO SOLAR I LLC, FORT ROCK
v.	)	SOLAR I LLC, FORT ROCK SOLAR
	)	II LLC, ALFALFA SOLAR I LLC,
PORTLAND GENERAL ELECTRIC	)	FORT ROCK SOLAR IV LLC,
COMPANY,	)	HARNEY SOLAR I LLC, AND RILEY
	)	SOLAR I LLC
Defendant.)	
_____)	

I. INTRODUCTION AND SUMMARY

Pursuant to ORS 756.568, ORS 756.561 and OAR 860-001-0720, Dayton Solar I LLC, Starvation Solar I LLC, Tygh Valley Solar I LLC, Wasco Solar I LLC, Fort Rock Solar I LLC, Fort Rock Solar II LLC, Alfalfa Solar I LLC, Fort Rock Solar IV LLC, Harney Solar I LLC, and Riley Solar I LLC (collectively the “NewSun Solar Projects”) hereby move for clarification and rehearing or reconsideration of the Public Utility Commission of Oregon’s (“Commission” or “OPUC”) Order No. 17-256 (hereafter the “Order”).

As explained in detail herein, the Order is vague and ambiguous as to whether it intends to provide a binding interpretation of the numerous different versions of Portland Electric

Company's ("PGE") standard contract form made available to qualifying facilities ("QF") under the Public Utility Regulatory Policies Act of 1978 ("PURPA"). It is also ambiguous as to whether it intends to interpret each and every fully executed PGE standard contract, of which there are many dozens, each with potentially unique and distinguishing characteristics.

Both the Complainants and PGE specifically asked the Commission not to attempt to provide such a binding interpretation of fully executed standard contract forms, and this proceeding appeared to be focused instead on whether PGE was in violation of any Commission orders or policies as applied to its *current practices* and its *currently effective* standard contract form. Not surprisingly, therefore, no potentially affected QFs with fully executed contracts intervened in this proceeding. However, Order No. 17-256 confusingly states: "Because we approved PGE's standard contract filings that limited the availability of fixed prices to the first fifteen years measured from contract execution, PGE cannot be found to have been in violation of our orders." Order No. 17-256 at 3. The Order does not identify any particular standard contract form that "*limited* the availability of fixed prices to the first fifteen years measured from contract execution," *id.* (emph. added). However, the open-ended nature of this language in the Order will create severe hardship on QFs, like the NewSun Solar Projects, that executed previously effective standard contract forms which they understood to provide 15 years of fixed prices after their commercial operation date.

The NewSun Solar Projects respectfully request that the Commission correct the ambiguous language in the Order. Specifically, the NewSun Solar Projects request that the Commission provide the following clarification:

UM 1805 – JOINT MOTION FOR CLARIFICATION AND APPLICATION FOR REHEARING OR RECONSIDERATION OF ORDER NO. 17-256 BY DAYTON SOLAR I LLC, STARVATION SOLAR I LLC, TYGH VALLEY SOLAR I LLC, WASCO SOLAR I LLC, FORT ROCK SOLAR I LLC, FORT ROCK SOLAR II LLC, ALFALFA SOLAR I LLC, FORT ROCK SOLAR IV LLC, HARNEY SOLAR I LLC, AND RILEY SOLAR I LLC
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- The Order did not interpret PGE’s previously effective standard contract forms or any fully executed standard contracts.

Additionally, the Commission should also take this opportunity to limit the need for future litigation by providing the following order on rehearing or reconsideration:

- PGE’s renewable standard contract approved by Order No. 15-289, requires payment by PGE to the QF at fixed renewable prices for 15 years after the QF’s commercial operation date rather than merely 15 years after the time of contract execution, unless express language is inserted by the QF that demonstrates a contrary intent; and
- In the case of the NewSun Solar Projects’ executed standard contracts, PGE must pay the QFs at fixed renewable solar prices for 15 years after the QF’s commercial operation date rather than merely 15 years after the time of contract execution.

II. BACKGROUND

This dispute regards the question of when the 15-year term of fixed avoided cost prices begins under the Commission’s standard contract under PURPA and related state law. The

Complainants argued that the Commission should issue an order providing the following relief:

1. Ordering PGE to cease and desist from any business practices inconsistent with Commission policy and orders that require long-term contracts with fixed rates, by openly disputing that it must offer 15 years of fixed prices from the QF’s operation date, as PacifiCorp and Idaho Power contracts already do in an unambiguous fashion; and
2. Declaring that PGE’s standard contract, as interpreted in the regulatory context from which it arose, requires payment by PGE at fixed prices for 15 years after the QF’s operation date rather than merely 15 years after the time of contract execution, unless express language is inserted by the QF that demonstrates a contrary intent;

3. Alternatively, if the relief requested in paragraphs 2 and 3 of this Prayer for Relief is denied, ordering PGE to file revised standard contracts clearly stating that the 15 years of fixed prices run from the commercial operation date; and

4. Granting any other such relief, including equitable relief, as the Commission deems necessary.

Complaint at Prayer for Relief.

PGE immediately sought clarification as to the scope of the proceeding through a motion to strike. *See PGE's Motion to Strike* (filed Dec. 16, 2016). PGE was confused as to whether the complaint asked for interpretation of past versions of its standard form contract and was concerned with the difficulty that providing such interpretations would present in a single docket.

PGE explained:

[I]f Complainants are asking for wholesale reformation of existing contracts—how would that work? There are multiple generations of standard contract and multiple variants within each generation, all with slightly different terms. How would a wholesale “interpretation” of existing contracts take into account the specific “meeting of the minds” between PGE and each existing QF counterparty? Does each counterparty need to be joined in this complaint? Do Complainants believe QFs with existing contracts are being harmed and are entitled to damages? If this is the relief sought by the complaint the action will require each counterparty to join as a party and prove its damages.

Id. at 3-4. PGE was concerned that the complaint “may require the Commission to impose a contract interpretation upon PGE’s previously executed standard contracts” but that all of the necessary parties to those contracts had not been made parties to this case. *Id.* at 6.

Shortly after PGE filed its motion to strike, Administrative Law Judge (“ALJ”) Allan Arlow held a prehearing conference on December 22, 2016. Representatives of NewSun Energy, the developer of the NewSun Solar Projects, participated in that prehearing conference because it

appeared possible that the scope of this proceeding might be expanded to impact the NewSun Solar Projects' executed standard contracts. *See ALJ Ruling* at 1 (Dec. 22, 2016). ALJ Arlow sought comment on the correct procedures to move forward in this docket, either via declaratory ruling or complaint.

However, to the extent there was any ambiguity previously, the intent not to adjudicate the meaning of executed contracts became clear in the comments on the correct procedure. Complainants explained, "Complainants are not requesting that the Commission reform or otherwise impose wholesale contract interpretation on PGE's previously executed standard contracts." *Complainants Comments on Declaratory Ruling Option* at 4 (filed Dec. 29, 2016). Staff's comments filed on the same date focused entirely on whether the Commission could interpret its prior *orders* through a declaratory ruling proceeding allowed by ORS 756.450. *See Staff's Comments on Declaratory Ruling Option* (filed Dec. 30, 2016). Staff made no assertion that the Commission should, or even could, interpret any fully executed contracts.

PGE further confirmed the limited scope. PGE again reiterated its concern regarding a perceived need to interpret existing contracts: "Of particular concern to PGE are ambiguous assertions that the relief requested will involve the interpretation of previously executed standard contracts. The complaint fails to identify the contracts to be interpreted or the language to be interpreted." *PGE's Comments on Declaratory Ruling Option* at 2 (filed Jan. 5, 2017). PGE again reiterated that the Commission could not interpret "*previously executed* standard contracts . . . because Complainants lack standing to seek adjudication of the private rights of contract represented by the executed contracts and because Complainants have failed to join

indispensable parties (the QF counterparties to the executed contracts).” *Id.* at 4 (emph. in original).

ALJ Arlow ultimately ruled the case should be processed by complaint procedures because the declaratory ruling statute, ORS 756.450, only allows the Commission to interpret “any rule or statute enforceable by the Commission” and does *not* allow declaratory rulings on the meaning of the Commission’s orders. *ALJ Ruling* at 3 (Jan. 19, 2017). Thus, any objective observer would conclude that the proceeding was a complaint against PGE related to its *current* practices and *currently effective* standard contracts, not a declaratory judgment action that one might file to obtain a binding determination of parties’ rights under an executed contract prior to a breach of the contract. *See* ORS 28.030.

Numerous other filings made abundantly clear that no party sought a binding interpretation of any executed standard contracts and that instead the focus of the complaint was on PGE’s current practice and the Commission’s policy. *See Complainants’ Response to PGE’s Motion to Strike* at 3 (filed Jan. 24, 2017) (“PGE’s Motions incorrectly assume that Complainants seek interpretation of previously executed contracts between specific counter parties when the Complaint makes no such claim.”); *id.* at 16 (“The Complaint does not, as PGE’s Motions posit, ask the Commission to interpret any of PGE’s previously executed contracts and Complainants do not wish to unnecessarily broaden the scope of this proceeding by litigating specific contracts.”); *id.* at 17-18 (“To be clear, the Complaint’s Prayer for Relief sets out three specific remedies, which PGE correctly understands are tied to success on either of the two claims, and none of which requires interpretation of any parties’ individual contracts,

‘meeting of the minds,’ or intent at the time of signing.’’).

The Complainants and PGE jointly framed the sole issue in the proceeding as a question of the violation of any statute, rule, or Commission order. The exact question presented was: “Has PGE violated any statute, rule or Commission order regarding when the 15-year fixed price period begins under QF standard contracts?” *Joint Issues Statement*, at Attach. A at 2 (filed March 10, 2017). PGE itself restated that issue as the sole issue to be resolved by its Motion for Summary Judgment. *See PGE’s Motion for Summary Judgment* at 4-5 (filed April 24, 2017). The Joint Issues Statement even states that “[t]his proceeding does not seek any declarations interpreting or otherwise declaring the rights of the parties to PGE’s executed standard contracts.” *Joint Issues Statement*, at Attach. A at 2 (filed March 10, 2017).

Complainants and PGE *discussed* the terms of prior standard contract forms and certain executed contracts. However, the Complainants’ limited purpose in such discussion was to establish that PGE had in fact taken actions in the past inconsistent with its more recent practice of refusing to provide requested clarity in standard contracts on the commencement of the fixed-price period of 15 years.

The Commission issued Order No. 17-256 on July 13, 2017. The Order primarily addressed the question of whether Order No. 05-584 expressly specified the date on which the 15-year term of fixed prices must begin in Oregon utilities’ standard contracts. *See Order No. 17-256* at 3. The Order generally concludes that Order No. 05-584 was not explicit on this point and therefore:

Because we approved PGE's standard contract filings that limited the availability

of fixed prices to the first fifteen years measured from contract execution, PGE cannot be found to have been in violation of our orders. Accordingly, PGE's motion to dismiss the complaint should be granted.

Id. The Order then provided clarification to the “policy in Order No. 05-584 to explicitly require standard contracts, on a going-forward basis, to provide for 15 years of fixed prices that commence when the QF transmits power to the utility.” *Id.* at 4. It then directs PGE to file a revised standard contract with language consistent with the “requirement that the 15-year term of fixed prices commences when the QF transmits power to the utility.” *Id.*

III. MOTION FOR CLARIFICATION

A. Standard of Law

The Commission may clarify a final order. It is necessary and appropriate to do so where, *inter alia*, the scope and effect of the order is unclear. *See In re Public Utility Commission of Oregon: Investigation into Qualifying Facility Contract Pricing*, OPUC Docket No. UM 1610, Order No. 16-337, at 6 (Sept. 6, 2017) (denying reconsideration but clarifying ambiguity in order regarding calculation of non-standard avoided cost rates); *In re Investigation into the Use of Virtual NPA/NXX Calling Patterns*, OPUC Docket No. UM 1058, Order No. 04-704 (Dec. 8, 2004) (clarifying the scope and effect of a final order).

B. The Order Is Vague and Ambiguous and Therefore Must be Clarified

As noted above, the Order is ambiguous as to its scope and meaning. The ambiguous language in the Order could allow PGE to argue that the Order attempts to provide an interpretation of each and every standard contract form the Commission has ever approved for PGE, and possibly every previously executed standard contract even though no party asked for

such a sweeping interpretation. For the reasons set forth below, the Commission must, at the very minimum, clarify the intent of the Order.

1. The Commission’s Jurisdiction to Interpret Executed Contracts Is Doubtful

First of all, the Commission lacks jurisdiction to issue a legally binding interpretation of an executed contract when both counter parties to the contract are not parties to the Commission proceeding and no breach has yet occurred. This dispute does not involve allegations of a breach of contract. There is no allegation in this case that PGE has committed a breach of any executed standard contract by failing to pay the fixed prices for a full 15 years after commercial operation of any QF. Indeed, no such breach could yet have occurred because 15 years have not passed since the initial implementation of the modern standard contract in 2007. Thus, the question is whether the Commission has the jurisdiction to issue a binding determination of the meaning of an executed contract in the abstract, prior to any allegation of breach.

Ultimately, the Commission’s jurisdiction is a question for the courts regardless of what any party argues before the Commission. *Diack v. City of Portland*, 306 Or. 287, 293, 759 P.2d 1070 (1988). Thus, the fact that the complaint alleges that the Commission may have jurisdiction over interpretation of executed contracts is not binding, *see Complaint* at ¶¶ 9-10, and nor could any argument in this filing confer jurisdiction on the Commission.

The Commission has jurisdiction to interpret a “rule or statute enforceable by the commission” in a declaratory manner. ORS 756.450. But ALJ Arlow ruled that the declaratory ruling statute does not even reach to interpretation of the Commission’s own orders. The same must also be true of executed contracts entered into as a result of those orders. In contrast, a trial

court has jurisdiction to provide a legally binding declaratory judgment construing a contract “either before or after there has been a breach thereof.” ORS 28.030. The Commission has no similar grant of statutory authority.

The Commission has jurisdiction to resolve a complaint filed “against any person whose business or activities are regulated by some one or more of the statutes, jurisdiction for the enforcement or regulation of which is conferred upon the commission.” ORS 756.500(1). The complaint must “state all grounds of complaint on which the complainant seeks relief or the violation of any law claimed to have been committed by the defendant.” ORS 756.500(3). The complaint in this case alleges PGE violated the Commission’s orders and policies regarding a QF’s *right to enter into a PURPA contract*. However, the Commission’s jurisdiction does not generally extend to resolution of contract disputes once a contract is executed with a utility. *See Perla Dev. Co. v. Pacificorp*, 82 Or. App. 50, 53-54, 727 P.2d 149 (1986), *rev den*, 303 Or. 74, 734 P2d 354 (1987).

Furthermore, as a general matter, a judgment will not bind a nonparty. *Couch v. Couch*, 170 Or. App. 98, 103, 11 P.3d 255 (2000). As PGE itself argued earlier in this case, the Commission could not issue a binding interpretation of executed contracts without all of the parties to the executed contracts being made parties to the proceeding. The Commission could presumably cure this infirmity by granting rehearing and joining all QFs who have ever executed a PGE standard contract. But that would require clarification of the prior Order and issuance of a new order after those QF parties had the opportunity to present any unique circumstances to their individually executed standard contract form, such as those discussed below in the NewSun

Solar Projects' rehearing request.

Therefore, even if the Commission might have jurisdiction after allowing the NewSun Solar Projects to intervene in this proceeding, the Commission lacked jurisdiction to provide a binding interpretation of the executed standard contracts at the time it issued the Order, and the Order should be clarified to indicate it did not interpret any executed contracts.

2. The Order Must Be Clarified Because It Fails to Discuss the Critical Provisions of the Various Contract Forms It Could Be Read to Interpret.

If the Order is intended to interpret each of PGE's previously effective standard contract forms, the Order's most obvious failing is that it does not recite a single provision of any of those contract forms upon which the Order relies and thus fails to provide substantial reason for its conclusion.

Oregon courts require a rational explanation that leads from the facts of the case to the ultimate conclusion of an agency's order. *See Drew v. Psychiatric Sec. Review Bd.*, 322 Or. 491, 499-501, 909 P.2d 1211 (1996). This basic rule of administrative law has been applied to this Commission's orders in the past. *See Nw. Nat. Gas Co. v. Pub. Util. Comm'n*, 195 Or. App. 547, 559, 99 P.3d 292 (2004) (applying rule similar to substantial reason rule from prior statute, to hold, "It is not a court's task to create a basis for the PUC's ultimate conclusion that is different from the basis that the PUC itself expressed."). The substantial reason rule "loses its meaning if it is interpreted as leaving the internal 'expertise' of agency personnel, rather than to the external scrutiny of appellate courts, the critical question of whether the facts of the case permit the administrative choice involved." *Drew*, 322 Or at 499. The agency cannot simply announce a

result without first explaining the basis for its decision.

The Order here fails to provide any explanation or interpretation of the various terms of PGE's previously effective standard contract forms, let alone the terms of any fully executed contract forms. Nor does it address the various contract interpretation doctrines applicable to such an interpretation, such as the doctrine that contracts should be interpreted consistent with customary industry usage of the contract terms at issue. Under the substantial reason rule, the courts could not affirm an agency order interpreting a contract where the order fails to discuss, or even recite, the critical terms of the contract it purports to interpret. Applied here, the Order would need to cite the critical provisions of each contract it interprets and which language the Commission finds to control the matter in dispute. But the Order here quotes no language from *any* standard contract form and does not even identify the sections of any contract upon which it relies.

In fact, the only contract language discussed in the Order actually supports the opposite conclusion reached in the Order. Specifically, the Order explains: "Standard contracts, whether prepared by PGE, Idaho Power or PacifiCorp, all contain QF performance benchmark event dates that must be achieved before the QF can offer power to the utility." Order at 4. The Order then provides:

The 15-year period of fixed prices is, of necessity, tied to these benchmarks. Prices paid to a QF are only meaningful when a QF is operational and delivering power to the utility. Therefore, we believe that, to provide a QF the full benefit of the fixed price requirement, the 15-year term must commence on the date of power delivery.

Id. Thus, the logical reasoning in the Order should have led to a conclusion consistent with the

complaint's second request for relief that absent express intent by the parties to the contrary the default interpretation of any standard contract is that the 15-year period begins when the QF begins operations. Aside from this reasoning, which makes perfect logical sense and cuts directly against PGE's interpretation of its standard contracts, the Order discusses no other terms or provisions of any of PGE's current or previously effective contract forms.

Furthermore, PGE itself has argued against attempting to interpret all of the previously effective standard contract forms in a wholesale manner. In the Joint Issues Statement, PGE's own version of the history of its standard contract forms confirms there are in fact several different versions of the form itself, which contain different language on the points in dispute. *Joint Issues Statement*, at Attach. B at ¶¶ 19-31, 98-111, 115-121, 131-139 (discussing the different language contained in the "2005 Standard Contract," the "2014 Standard Renewable Contracts," the "2014 Standard Contracts," the "2015 Form Contracts" and the "2016 Form Contracts"). Each of the different versions of the contract form contain different language addressing the period of fixed price payments. The Order discusses none of these contract forms.

Additionally, individual contracts could contain language and exhibits that alter the meaning that could be ascertained from reviewing the blank, incomplete form. It is a basic rule of contract interpretation that the parties' inserted language controls over the language in the boilerplate form. ORS 42.270; *Emmert v. O'Brien*, 72 Or. App. 752, 755, 697 P.2d 222 (1985). PGE itself appears to admit that it executed a standard contract form with OneEnergy Oregon Solar, LLC on February 19, 2014, which contains unambiguous language requiring PGE to pay

the fixed avoided cost prices for 15 years after the commercial operation date, not the date of execution. *Joint Issues Statement*, at Attach. B at ¶¶ 88-91. Thus, even if all of the boilerplate contract forms supported PGE’s argument, PGE itself appears to acknowledge an individually executed agreement may not – further confirming that the Order could not possibly interpret each and every executed standard contract without addressing the terms of each.

Moreover, PGE’s version of the facts omitted critically important language regarding ownership of “RPS Attributes” contained in the standard contract form that was available for renewable QFs between the issuance of Order No. 14-435 on December 16, 2014, and the issuance of Order No. 16-377 on October 11, 2016. That is the version of the contract form at issue in the NewSun Solar Projects’ rehearing and reconsideration filing and discussed further below. As explained below, that version of the previously available standard contract form clearly provides fixed renewable prices for 15 years after the commercial operation date in exchange for the QF’s net output, as well as its “RPS Attributes” during the “Renewable Deficiency Period.” Notably, the Commission’s Staff has previously pointed to these same provisions regarding ownership of RPS Attributes in this standard contract form to conclude that these provisions cut against PGE’s argument, as discussed further below. *See Staff Response to Motion for Clarification*, OPUC Docket No. UM 1725, at 4 (filed on May 6, 2016). Yet the Order does not quote, cite, discuss, or even allude in any way whatsoever to these unique terms of that previously effective standard contract form. If nothing else, the Order would need to address the specific terms of this version of the standard contract form prior to conclude PGE must only pay fixed prices for 15 years after the effective date.

In short, the Order's lack of explanation of the meaning of the critical terms of each previously effective contract form further supports the conclusion that the Commission did not actually intend to provide any binding interpretation of previously effective contract forms or any executed contract. Therefore, the Order must be clarified to ensure that it is not misinterpreted to purport to address the meaning of these various contract forms which it neither cites nor discusses in the level of detail necessary to lawfully issue such a determination.

IV. APPLICATION FOR REHEARING OR RECONSIDERATION

The NewSun Solar Projects each executed the version PGE's standard contract form for renewable QFs that was approved by Order No. 15-289 (hereafter referred to as the "2015 Standard Renewable Contract Form"). *See Joint Issues Statement*, at Attach. B at ¶¶ 101-121. As explained below, the terms of this standard contract form, and especially the terms of the NewSun Solar Projects' executed contracts, clearly require payment at the fixed renewable prices for 15 years after the commercial operation date. Thus, the ambiguities in the Order impose a particularly unjust result on the NewSun Solar Projects, given that their executed contracts are directly contrary to PGE's position. The adverse impact on the NewSun Solar Projects is imminent and should be remedied completely and swiftly to avoid significant adverse consequences for the NewSun Solar Projects.

Thus, assuming the Commission has jurisdiction to issue declaratory judgments on the meaning of contracts, the NewSun Solar Projects request that the Commission grant rehearing or reconsideration and issue a new order ruling:

- PGE's 2015 Standard Renewable Contract Form (approved by Order No. 15-289)

requires payment by PGE to the QF at fixed renewable prices for 15 years after the QF's commercial operation date rather than merely 15 years after the time of contract execution, unless express language is inserted by the QF that demonstrates a contrary intent; and

- In the case of the NewSun Solar Projects' executed standard contracts, PGE must pay each QF the fixed renewable solar prices for 15 years after the QF's commercial operation date rather than merely 15 years after the time of contract execution.

A. The Standard for Rehearing or Reconsideration Is Met

The Commission may grant rehearing or reconsideration "if sufficient reason therefor is made to appear." ORS 756.561(1). The Commission grants reconsideration if, *inter alia*, the applicant shows that there is "[a]n error of law or fact in the order that is essential to the decision" or "[g]ood cause for further examination of an issue essential to the decision." OAR 860-001-0720(3)(c), (d).

As explained below, PGE's 2015 Standard Renewable Contract Form clearly requires PGE to pay the fixed renewable prices for 15 years after the commercial operation date. However, the Order, and PGE's increasingly litigious stance towards QFs in general, now create unnecessary confusion that must be promptly corrected and clarified to provide the assurances necessary for financing and development of the NewSun Solar Projects. If the Commission cannot provide such clarification, the NewSun Solar Projects will likely need to proceed with time consuming and costly litigation in court. Thus, reconsideration is warranted to the extent the Order suggests that this contract form "limited the availability of fixed prices to the first

fifteen years measured from contract execution,” *see* Order No. 17-256 at 3, because such a conclusion would be wrong as a matter of law. *See* OAR 860-001-0720(3)(c). Alternatively, good cause warrants additional clarification on this point by the Commission to avoid protracted litigation that will otherwise become necessary in court to bring final closure to the ambiguities created by the Order. *See* OAR 860-001-0720(3)(d).

B. The 2015 Standard Renewable Contract Form Requires Payment of Fixed Prices from the Commercial Operation Date.

Interpreting the standard form contract requires application of basic rules of contract construction. Under Oregon law, the court first attempts ascertain contractual meaning from the contract construed as a whole with emphasis on the provision or provisions in question and the context of those provisions. *See Yogman v. Parrott*, 325 Or. 358, 361-365, 937 P.2d 1019 (1997). Second, if the contract provision at issue is ambiguous, the court examines extrinsic evidence of intent, such as in this case OPUC Orders on the topic. *See id.* Third, if the extrinsic evidence does not resolve the dispute, courts resort to maxims of construction, such as the maxim that contracts are construed against their drafter. *Id.*; *see also Heinzl v. Backstrom*, 310 Or. 89, 96-97, 794 P.2d 775 (1990) (construing contract against its drafter). Thus, the Commission should look to filings and orders in OPUC dockets to understand the context for the contract language even absent an ambiguity or, if the language is ambiguous, to resolve the ambiguity.

Additionally, the Order here overlooked an important rule of contract law applicable to the question at hand. Specifically, under Oregon law, a contract term’s special meaning in a

trade within which the transaction arose is *always admissible and relevant* to the interpretation of the term. ORS 42.250; *May v. Chicago Ins. Co.*, 260 Or. 285, 294, 490 P.2d 150, 154 (1971).

The wholesale electricity market is unquestionably a specialized industry with specialized terminology. Thus, the contract form cannot reasonably be interpreted solely to determine what an ordinary person with no experience in the industry might understand it to mean. That is particularly the case where PGE drafted the standard contract forms and argues for an interpretation that, by all accounts, runs counter to all other common understandings and usages in the industry for a fixed-price term of a PPA. *See Heinzl*, 310 Or at 96-97 (contract construed against drafter). Therefore, where PGE drafted the contract at issue, the ultimate question is how a prospective QF executing PGE's standard contract form would understand the contract's provisions governing the 15-year period of fixed prices. As demonstrated in the following sections, if the Commission applies these standards of interpretation, the only reasonable conclusion is that the 15-year period of fixed prices begins at the QF's commercial operation.

1. The 2015 Standard Renewable Contract Form's Provisions Contradict PGE's Position

The following terms, not cited or discussed in the Order, appear in the 2015 Standard Renewable Contract Form.¹ Section 4.2 provides: "PGE shall pay Seller the Contract Price for all delivered Net Output." In turn, Section 1.6 provides: "'Contract Price' means the applicable

¹ The 2015 Standard Renewable Contract Form in effect during this time is the version filed by PGE on May 27, 2015 and approved by the Commission in Order No. 15-289. The version of Schedule 201 effective on and after September 23, 2015 is the version that contains the applicable tariff language to the contracts at issue here. Both documents are attached to this filing for reference.

price, including on-peak and off peak prices, as specified in the Schedule.” The “Schedule” is defined in Section 1.33 to “mean PGE Schedule 201 filed with the Oregon Public Utilities Commission (‘Commission’) in effect on the Effective Date of this Agreement and attached hereto as Exhibit D, the terms of which are hereby incorporated by reference.” The PPA simply references Schedule 201, as attached to Exhibit D, to locate the “Contract Price” that applies. The PPA itself contains no further direct statement as to the applicable pricing during any period of years.

The Schedule 201 in effect during the relevant timeframe contains several rate tables for non-renewable and renewable-based rates, with a different rate table for different resource types, including Baseload, Wind, and Solar QFs. Schedule 201 provides on page 4: “The Standard PPA pricing will be based on either the Standard or Renewable Avoided Costs in effect at the time the agreement is executed.” Although not explicitly stated anywhere, one could infer from the title of the “Renewable” PPA that the “Renewable Fixed Price Option” applies as opposed to the “Standard Fixed Price Option.” Additionally, Schedule 201 provides on page 12 that the “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.” (emph. added.) Thus, for example, given the description of each NewSun Solar Project as a *solar* QF in the PPA, the prices contained in the Tables 6a and 6b titled “Renewable Fixed Price Option for Solar QF” applies during respective On-Peak and Off-Peak hours.

The sections of the PPA and Schedule 201 addressing ownership of “Environmental

Attributes” and “RPS Attributes” also reference pricing and shed light on the question at issue. The PPA, at sections 1.9 and 1.32, and Schedule 201, at page 23, contain consistent definitions of “Environmental Attributes” and “RPS Attributes.” In short, “Environmental Attributes” includes *all* possible environmental attributes, including greenhouse gas offsets, while the “RPS Attributes” are only the “Environmental Attributes” needed to comply with Oregon’s RPS law, which excludes certain greenhouse gas offsets. Additionally, the “Renewable Resource Sufficiency Period” is further defined by Schedule 201 at page 23 as the “period from the current year through 2019,” whereas the Renewable Resource Deficiency Period is defined as the “period from 2020 through 2034.” However, the “Renewable Fixed Price Option for Solar QF” in Tables 6a and 6b, on pages 16 and 17 of Schedule 201, contain renewable fixed price rates for all years through 2040.²

The section of the PPA central to the bargain to sell renewable energy in exchange for renewable-based pricing under the renewable PPA speaks directly to the issue in dispute over the 15-year period of fixed pricing. Section 4.5 of the PPA and Schedule 201 collectively establish that for 15 “Contract Years” *after* the “Commercial Operation Date,” PGE pays the prices contained under the heading “Renewable Fixed Price Option for Solar QF” in Tables 6a and 6b in exchange for sale of energy for those 15 years, as well as delivery of the QF’s “RPS Attributes” during the “Renewable Resource Deficiency Period” that occurs within those 15

² The version of Schedule 201 attached to the Alfalfa Solar I LLC, Fort Rock Solar IV LLC, Harney Solar I LLC, and Riley Solar I LLC states that the “Renewable Resource Deficiency Period” ends on 2034, instead of 2040 when the rate table ends. This resulted from an error on PGE’s part in the process of updating the Schedule. However, the error is inconsequential here.

years. After that time, the QF retains ownership of all “Environmental Attributes” and is paid only a market-based (i.e., brown power) price for the energy.

Section 4.5 of the PPA provides:

During the Renewable Resource Deficiency Period, 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, and any period within the Term of this Agreement *after completion of the first fifteen (15) years after the Commercial Operation Date, 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.

(emph. added).

In turn, under the sub-heading “Renewable Fixed Price Option,” Schedule 201 provides on page 12:

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 during the Renewable Resource Deficiency Period.

But Schedule 201 further clarifies, consistent Section 4.5 of the PPA, that:

Sellers with PPAs exceeding 15 years will receive pricing equal to the Mid-C Index Price and *will retain all Environmental Attributes generated by the facility for all years up to five in excess of the initial 15.*

Id. (emph. added).

Under Oregon law, the PPAs must be construed as a whole to give meaning to all of their provisions, and the only way to do so is to conclude the fixed renewable price tables apply for 15 years after the “Commercial Operation Date” identified in the PPA by the QF’s completion of

the blank space in Section 2.2.2. This is consistent with the central bargain to sell renewable energy and “RPS Attributes” in exchange for renewable-based pricing under the renewable PPA. It is the *only* way to reconcile all of the language in the contract.

First, and most directly, the provisions governing the ownership of “RPS Attributes” and “Environmental Attributes” completely undermine PGE’s arguments. PGE’s argument relies on the language in Schedule 201 on page 12, which states: “Sellers with PPAs exceeding 15 years will receive pricing equal to the Mid-C Index Price and will retain all Environmental Attributes generated by the facility for all years up to five in excess of the initial 15.” PGE places great weight on this portion of Schedule 201, applying a non-industry understanding of the description of “PPAs exceeding 15 years.” However, Section 4.5 of the PPA clearly states, in uppercase defined words, that for “any period within the Term of this Agreement *after completion of the first fifteen (15) years after the Commercial Operation Date*, Seller shall retain all Environmental Attributes in accordance with the Schedule.” (emph. added). These two statements must be reconciled to determine the date of the change in ownership of the “Environmental Attributes” – either 15 years after execution or 15 years after commercial operation.

The more specific language using defined and uppercase contractual terms in the PPA’s Section 4.5 controls over the more general language in Schedule 201. *See* ORS 42.240 (providing, “when a general and particular provision are inconsistent, the latter is paramount to the former. So a particular intent shall control a general one that is inconsistent with it.”). The only way to reconcile the two statements on the same topic is adoption of the following interpretation of the undefined language in Schedule 201 on page 12: “Sellers with PPAs

exceeding 15 years [i.e., Contract Years after the Commercial Operation Date] will receive pricing equal to the Mid-C Index Price and will retain all Environmental Attributes generated by the facility for all years up to five in excess of the initial 15 [Contract Years after the Commercial Operation Date.]”

Thus, during the “Renewable Resource Deficiency Period,” which begins in 2020, Section 4.5 of the PPA unambiguously transfers the “RPS Attributes” to PGE up until 15 “Contract Years” after the “Commercial Operation Date,” *not* just for 15 years after the “Effective Date.” Likewise, Section 4.5 unambiguously states the Seller retains ownership of all “Environmental Attributes,” including “RPS Attributes,” for any period after completion of 15 “Contract Years” after the “Commercial Operation Date.” The rates in the “Renewable Fixed Price Option for Solar QF” in Tables 6a and 6b apply for those 15 “Contract Years” after the “Commercial Operation Date,” and the “Mid-C Index Price” should apply to any remaining “Contract Years” during which the Seller retains all “Environmental Attributes” and sells PGE only its “brown” energy stripped of all “Environmental Attributes.”

Nevertheless, PGE apparently argues that the definition of “Term” in the PPA at Section 1.38 is unambiguous in PGE’s favor because it establishes that the “Term” begins on the “Effective Date.” PGE then inserts the PPA’s definition of “Term” into the lowercase use of that same word in Schedule 201. For example, Schedule 201 provides on page 12, under the heading “Renewable Fixed Price Option,” “[t]his option is available for a maximum *term* of 15 years,” and “Sellers with PPAs exceeding 15 years will receive pricing equal to the Mid-C Index Price and will retain all Environmental Attributes generated by the facility for all years up to five in

excess of the initial 15.” (emph. added). It also provides at page one, “The agreement will have a *term* of up to 20 years as selected by the QF.” (emph. added.) According to PGE’s argument, Schedule 201’s limitation on the “term” to 20 years and the “maximum term” of fixed rates to 15 years must both begin on the “Effective Date,” not the “Commercial Operation Date,” as defined in the PPA.

But PGE’s arguments incorrectly assign the lowercase words in Schedule 201 the same contractual meaning as uppercase words specifically defined in the PPA, even though neither document provides any statement of such intent and both documents carefully use uppercase lettering for defined words. Furthermore, as demonstrated by the emphasized portions of Section 4.5 quoted above, PGE’s importation of the uppercase defined word “Term” into the lowercase use of the word “term” into Schedule 201 requires the “Environmental Attributes” to be owned by the Seller beginning at 15 years after the “Effective Date,” not beginning at 15 years after the “Commercial Operation Date,” and therefore directly contradicts plain language in Section 4.5. Thus, PGE’s argument fails.

In short, construed as a whole, and absent any insertions by the QF to the contrary, the 2015 Standard Renewable Contract Form entitles the QF to the renewable fixed prices for 15 years after the “Commercial Operation Date” selected by the QF in Section 2.2.2. This is the only way to reconcile the contract’s various provisions, and in fact, as discussed further below, it is consistent with basic industry practices, the Commission’s policies at the time, and the treatment of the same topic by Idaho Power and PacifiCorp’s contracts.

2. Filings and Orders in OPUC Proceedings Provide Further Context in Support of the NewSun Solar Projects' Interpretation

The filings and orders from OPUC proceedings provide additional context to the treatment of ownership of RPS Attributes and Environmental Attributes and the related pricing issue in PGE's 2015 Standard Renewable Contract Form. In a 2011 Order, the OPUC ruled the utilities must offer a renewable-based price to QFs. The OPUC ordered:

During periods of renewable resource sufficiency, the rate will be based on market prices. During periods of renewable resource deficiency, the rate will be based on the renewable avoided cost of the next utility scale renewable resource acquisition in that utility's IRP. The renewable resource QF will keep all associated Renewable Energy Certificates (RECs) during periods of renewable resource sufficiency, but will transfer those RECs to the purchasing utility during periods of renewable resource deficiency.

See OPUC Order No. 11-505 at 1 (Dec. 13, 2011).

The OPUC then ordered the utilities, including PGE, to file revised standard contract forms and compliance filing rates that implemented this new policy for renewable-based rates.

Id. at 12.

After further contested case proceedings, the OPUC first approved PGE's standard contract form for renewable QFs in 2014. The ownership of RPS Attributes and Environmental Attributes was resolved first through a stipulation between PacifiCorp, OPUC Staff, and QF parties, wherein the applicable paragraph provided:

Renewable Energy Credit (REC) ownership in the last five years of a 20-year contract. The Stipulating Parties agree that renewable PPAs signed during Phase II [of UM 1610] will include language assigning ownership of all Environmental Attributes to the QF during the last five years of a 20-year contract when prices paid to the QF are at market.

See Partial Stipulation, OPUC Docket UM 1610, at pp. 4-5 (filed Aug. 11, 2014).

Although PGE was not a party to that stipulation, the participating parties implemented the same policy through agreed-to revisions to PGE's standard PPA, as described above discussing Section 4.5 of PGE's standard contract. The Commission approved changes to PGE's standard PPAs, and again approved contracts with this same term in Order No. 15-289. *See also* OPUC Order No. 14-435 (Dec. 16, 2014) (approving PGE's renewable standard contract); *PGE's Compliance Filing*, OPUC Docket No. 1610 (Nov. 25, 2014) (containing agreed-to renewable standard PPAs).

This regulatory history provides additional context and further confirms that the ownership of "RPS Attributes" is tied to the payment for fixed, renewable-based pricing calculated as the cost of the utility's next renewable resource as contained in the rate tables in Schedule 201. The QF then receives market-based index pricing beginning 15 years after the commercial operation date in exchange for selling "brown power" stripped of all environmental attributes. In fact, when this very argument was presented by QF advocates in a clarification motion made in docket UM 1725, where PGE first publicly raised its 15-years-from-effective-date argument, the OPUC Staff – which was a party to the stipulation quoted above and the negotiations of PGE's own UM 1610 compliance filings – filed a response that pointed to this history and Section 4.5 of the 2015 Standard Renewable Contract Form to reject PGE's argument. *See Staff Response to Motion for Clarification*, OPUC Docket No. UM 1725, at 4 (filed on May 6, 2016).

The OPUC declined to address the question in that case because the case specifically

regarded only Idaho Power. However, the OPUC Staff's agreement with the argument presented above specific to the PGE's 2015 Standard Renewable Contract is additional compelling evidence in favor of the NewSun Solar Projects here.

Additionally, it is important to stress the unique terms of the 2015 Standard Renewable Contract Form. In Docket No. UM 1610, Order No. 16-174 at 5 (May 13, 2016), the Commission changed its prior policy embodied in the 2015 Standard Renewable Contract Form, by clarifying that for new contracts from that point forward, that once a utility is resource deficient, RECs transfer to the utility for the remainder of the standard contract's entire 20-year term. This clarification contradicted the unambiguous language in Section 4.5 of the 2015 Standard Renewable Contract that states the QF owns the "Environmental Attributes" during the last five years of a 20-year contract. Therefore, PGE amended Section 4.5 of the 2015 Standard Renewable Contract on this point for new contracts in its compliance filing in response to Order No. 16-174, with the compliance filing contract becoming effective on October 11, 2016 with issuance of Order No. 16-337. The upshot of this is regulatory history is that, whatever the case may be with other versions of PGE's standard contract form, the 2015 Standard Renewable Contract Form unambiguously provides the QF with renewable fixed prices for 15 years after the commercial operation date.

3. The 2015 Standard Renewable Contract Form Lacks the Characteristics PGE Relies Upon from Other Versions of Its PURPA Contract Forms

The 2015 Standard Renewable Contract Form is further distinguished from other versions of PGE's contract forms because the form contract itself contains no limitation of 20 years from

the date of execution. In its summary judgment filings, PGE relied very heavily on language in its initial versions of the standard contract form, filed by PGE in 2007, that stated the “Termination Date” must be within 20 years of the “Effective Date.” PGE’s Motion for Summary Judgment states as follows:

Specifically, Section 1.30 defined “Term” as meaning “the period beginning on the Effective Date and ending on the Termination Date.” Section 1.8 defined “Effective Date” as having “the meaning set forth in Section 2.1.” Section 2.1 stated: “This Agreement shall become effective upon execution by both Parties (‘Effective Date’).” Finally, Section 2.3 defined “Termination Date” by stating:

This Agreement shall terminate on _____, _____ [*date to be chosen by Seller*], up to 20 years from the Effective Date, or the date the Agreement is terminated in accordance with Section 10 or 12.2, whichever is earlier (“Termination Date”).

PGE’s Motion for Summary Judgment at 20.³ PGE pointed to the limitation on the term of “up to 20 years from the Effective Date” in support of its position.

However, in the case of the 2015 Standard Renewable Contract Form, the limitation of a term that is “up to 20 years from the Effective Date” was removed. Instead, the 2015 Standard Renewable Contract Form (filed by PGE on May 27, 2015 and approved by Order No. 15-289, and attached hereto) simply states:

2.3. This Agreement shall terminate on _____, _____ [*date to be chosen by Seller*], or the date the Agreement is terminated in accordance with Section 8 or 11, whichever is earlier (“Termination Date”).

The phrase critical to PGE’s summary judgment argument – “up to 20 years from the Effective

³ PGE asserted this is the language in its Supplemental Advice No. 06-26, UM 1129 Compliance Filing to Order No. 06-538 (Jan. 23, 2007).

Date” – is not contained in the 2015 Standard Renewable Contract Form. The 2015 Standard Renewable Contract Form contains no express limitation to 20 years from any date within its four corners. It simply leaves the seller to choose a date the contract will end. This is yet another distinguishing feature of the 2015 Standard Renewable Contract Form in favor of the NewSun Solar Projects’ interpretation.

4. PGE’s Interpretation Defies Standard Understanding in the Industry

Aside from its reliance on language in the 2007 version of its standard contract form (discussed in the immediately prior section), PGE’s main argument in this case has been that the language of its Schedule 201 itself has consistently limited the contract term to 20 years and the period of fixed prices to 15 years. *See PGE’s Motion for Summary Judgment* at 19, 23-24.

Recall that PGE’s Schedule 201 in effect at the time of the 2015 Standard Renewable Contract Form states that the QF may select a “term” of up to 20 years and a “maximum term” of fixed renewable prices of up to 15 years. In the case of the 2015 Standard Renewable Contract Form, this shorthand language in the tariff is in fact the only language anywhere that PGE could point to in reliance of its 15-years-from-effective-date argument.

However, as noted above, the lowercase shorthand words explaining the available length of the contract term and the maximum term of fixed prices in PGE’s Schedule 201 must be interpreted consistent with industry usage to the extent they are a binding part of any executed standard contract. Oregon courts consider specialized meanings in the industry to be directly relevant to contractual meaning. ORS 42.250; *May*, 260 Or. at 294.

The Complainants presented extensive argument and citation from sources around the

country establishing that PGE's treatment of the term of fixed pricing in a PPA contradicts standard industry treatment of this issue. The Order simply ignores this basic rule of contract interpretation and instead implicitly applies an interpretation of PGE's Schedule 201 that a non-participant in the industry might theoretically perceive. Without reciting the precedent and arguments therein, the NewSun Solar Projects incorporate by reference the extensive precedent of industry standard usage and understanding contained in Complainants' summary judgment filing. *See Complainants' Motion for Summary Judgment* at 19-26. PGE provided no example of any utility anywhere that applies its 15-year-from-effective-date policy, or anything remotely resembling it. Simply put, when an independent power producer is informed it will receive a fixed-price PPA for a 15-year term in PGE's Schedule 201, the understanding in the industry is that the 15-year term begins only *after* the power plant is constructed and begins delivering energy.

Basic logic contradicts PGE's argument. The only way to achieve a "maximum term" of 15 years of payment under the "Renewable Fixed Price Option for Solar QF" in Tables 6a and 6b, as Schedule 201 allows on page 12, is if that 15-year period began at the time the Seller began delivering energy. For example, each of the NewSun Solar Project PPAs (attached to the NewSun Solar Projects' petition to intervene) expressly state in Section 2.2.2 that the "Commercial Operation Date" will be three years after the "Effective Date." As the Commission's Order notes, "Prices paid to a QF are only meaningful when a QF is operational and delivering power to the utility[.]" and "to provide a QF the full benefit of the fixed price requirement, the 15-year term must commence on the date of power delivery." Order No. 17-256

at 4. In the case of the NewSun Solar Projects, the fixed prices are only meaningful on the projected date of power delivery a full three years after the contract is signed, and thus basic industry understanding and common logic dictate that the 15-year period of fixed prices should commence at that time. The Commission should not insert words and meaning into executed contracts to reach a contrary result.

This basic industry understanding is further confirmed by PacifiCorp and Idaho Power's own PURPA tariffs, which use precisely the same shorthand in lowercase letters for the contract term and the maximum term of fixed prices as PGE's PURPA tariff. PacifiCorp's initial Schedule 37 filing provided, in pertinent part:

Fixed Avoided Cost Prices are available for a contract term of up to 15 years and prices under a longer term contract (up to 20 years) will thereafter be under either Banded Gas Market Indexed Avoided Cost Prices or Gas Market Indexed Avoided Cost Prices.

See PacifiCorp's Compliance Filing, Power Purchase Agreement, Ex. F, Schedule No. 37 at page 2, OPUC Docket No. UM 1129 (filed July 12, 2005). Nothing in PacifiCorp's tariff precisely spells out that the 15-year term of fixed prices and the 20-year term of the contract commence at the time energy deliveries commence, but any industry participant would understand that to be the intended meaning of the tariff. And it is undisputed that PacifiCorp's standard contracts unambiguously provide, with use of uppercase defined terms, that the 15-year fixed-price period begins from the "Scheduled Initial Delivery" date. *See id.* at PPA at § 5.2. PacifiCorp's Schedule 37 and standard contract forms are materially unchanged on these points to this date.⁴

⁴ *See* <https://www.pacificpower.net/env/nmcg/qf.html>.

Likewise, Idaho Power's PURPA tariff also contains shorthand, in lowercase letters, which provide: "QFs have the unilateral right to select a contract length of up to 20 years for a PURPA contract." *See* Idaho Power's Compliance Filing at Schedule 85 Revised Sheet 85-11, Docket No. UM 1610 (filed Apr. 25, 2014)). That is substantively the same language as PGE has in its Schedule 201 at page one that PGE's rests its whole argument upon. Yet it is undisputed that the Idaho Power's tariff is intended to provide the option of a term of up to 20 years running from the commercial operation date, just as Idaho Power's standard contract spells out in unmistakable detail with defined terms.

The PacifiCorp and Idaho Power tariffs are further evidence of understanding in the industry that a "term" of fixed pricing runs from the time the power plant begins delivering power. The Order contains no explanation of how a QF presented with substantively identical language in the three Oregon utilities' tariffs could conclude that the Commission consciously intended a different meaning for PGE's tariff than the other two Oregon utilities, and even the rest of the utility industry. It may be that unambiguous language to the contrary in uppercase, defined terms in a particular version of PGE's standard contract form itself could override the industry understanding. But no such language exists in the 2015 Standard Renewable Contract Forms executed by the NewSun Solar Projects.

The evidence of use in the industry further compels rejection of PGE's argument and revision to the Commission's Order.

5. For Dayton Solar I LLC, Starvation Solar I LLC, Tygh Valley Solar I LLC, Wasco Solar I LLC, Fort Rock Solar I, LLC and Fort Rock Solar II, LLC, PGE Cannot Rely on Language in Schedule 201 PGE Failed to Attach or Include in the PPA

As noted above, PGE's arguments rely entirely on the limitation of the "term" contained in Schedule 201 – not any provision in the 2015 Standard Renewable Contract Form itself. But PGE's reliance on language in Schedule 201 is undermined for several of the NewSun Solar Projects by the fact that PGE failed to include that language in the exhibits of the executed contracts.

Under Oregon law, another document attached a contract can become a part of the contract. *Nw. Pac. Indem. Co. v. Junction City Water Control Dist.*, 295 Or. 553, 558, 668 P.2d 1206 (1983), *modified on other grounds*, 296 Or. 365, 677 P.2d 671 (1984); *Asbury Transp. Co. v. Consol. Freightways Corp. of Del.*, 263 Or. 53, 60, 501 P.2d 321(1972). However, Section 1.33 of the 2015 Standard Renewable Contract Form is best read to state that *only* the portions of Schedule 201 "attached" to the contract are incorporated into the PPA, and in this case PGE did not attach the entire Schedule 201 to each NewSun Solar Project's executed agreement.

PGE included a variety of different combinations of documents in Exhibit D in the individual NewSun Solar Projects' PPAs at issue, each of which are attached to the NewSun Solar Projects' joint petition to intervene. The PPAs at issue contain the following combinations of documents in Exhibit D:

- Solely the Renewable Fixed Price Table for solar projects containing the rates filed May 27, 2015 in UM 1610, without any text from Schedule 201 (which includes Dayton Solar I LLC, Starvation Solar I LLC, Tygh Valley Solar I LLC, Wasco Solar I LLC, Fort Rock Solar I LLC, and Fort Rock Solar II LLC); or

- The entire Schedule 201 with all text and rate tables for all resource types in both the renewable and non-renewable rates, with rates filed on August 13, 2015 in UM 1728 (which includes Alfalfa Solar I LLC, Fort Rock Solar IV LLC, Harney Solar I LLC, and Riley Solar I LLC).⁵

For Dayton Solar I LLC, Starvation Solar I LLC, Tygh Valley Solar I LLC, Wasco Solar I LLC, Fort Rock Solar I, LLC and Fort Rock Solar II, LLC, the inclusion of only a specific rate table in Exhibit D of the executed PPAs demonstrates an intent that those rates, which are provided through 2040, would apply during the entire term of the PPA even for periods beyond the normal period of 15 years of fixed pricing regardless of when that period begins. In the case of each of the executed PPAs at issue, Section 2.3 establishes that the “Term” ends “on the completion of the last day of the sixteenth contract year.” There is no other “Contract Price” provided in the Exhibit D to apply at any point during that “Term” other than the fixed price table in the Exhibit D. Moreover, PGE’s entire argument hinges on language in Schedule 201 placing limitations on the length of the “term,” but none of that language appears in the executed agreements or documents attached thereto in the cases of the executed agreements for Dayton Solar I LLC, Starvation Solar I LLC, Tygh Valley Solar I LLC, Wasco Solar I LLC, Fort Rock Solar I, LLC and Fort Rock Solar II, LLC. The integration clause contained in Section 19.1 excludes extraneous documents from the agreement, including, the remaining contents of

⁵ The rate schedules filed on May 27, 2015 and August 13, 2015 contain substantively different rates. The NewSun Solar Projects do not request Commission resolution of which of two competing rate tables applies to the extent that issue may be in dispute. The substantive language of all versions of Schedule 201 attached or in effect during the time of execution of the NewSun Solar Projects is not different, and the issues presented here involve only that language in Schedule 201.

Schedule 201 not attached in Exhibit D and the only language PGE can point to in support of any of its arguments.

Therefore, PGE's argument fails for this additional reason as to the executed PPAs of Dayton Solar I LLC, Starvation Solar I LLC, Tygh Valley Solar I LLC, Wasco Solar I LLC, Fort Rock Solar I, LLC and Fort Rock Solar II, LLC.

V. CONCLUSION

For the reasons explained above, the NewSun Solar Projects respectfully request that the Commission grant clarification and rehearing or reconsideration of Order No. 17-256.

RESPECTFULLY SUBMITTED this 8th day of September 2017.

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Solar I LLC, and Riley Solar I LLC

List of Attachments

Attachment 1 – 2015 Standard Renewable Contract Form, Filed by PGE May 27, 2015 and approved by Order No. 15-289

Attachment 2 – PGE Schedule 201, Containing Terms Effective September 23, 2015

Attachment 1

2015 Standard Renewable Contract Form

Approved by Order No. 15-289

STANDARD RENEWABLE OFF-SYSTEM VARIABLE POWER PURCHASE

AGREEMENT

THIS AGREEMENT, entered into this _____ day, _____
20____, is between _____ ("Seller")
and Portland General Electric Company ("PGE") (hereinafter each a "Party" or
collectively, "Parties").

RECITALS

Seller intends to construct, own, operate and maintain a _____
facility for the generation of electric power located in _____
County, _____ with a Nameplate Capacity Rating of _____ kilowatt
("kW"), as further described in Exhibit A ("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 1.21, 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 A provided by
Seller in accordance with Section 4.3 following completion of construction of the
Facility, describing the Facility as actually built.

1.2. "Base Hours" is defined as the total number of hours in each Contract
Year (8,760 or 8,784 for leap year)

1.3. "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.

1.4. "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.

1.5. "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:

1.5.1. (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 accordance with the terms and conditions of this Agreement (certifications required under this Section 1.5 can be provided by one or more LPEs);

1.5.2. Start-Up Testing of the Facility has been completed in accordance with Section 1.36;

1.5.3. (facilities with nameplate under 500 kW exempt from following requirement) After PGE has received notice of completion of Start-Up Testing, PGE has received a certificate addressed to PGE from an LPE stating that the Facility has operated for testing purposes under this Agreement and was continuously mechanically available for operation for a minimum of 120 hours. The Facility must provide ten (10) working days written notice to PGE prior to the start of the initial testing period. If the mechanical availability of the Facility is interrupted during this initial testing period or any subsequent testing period, the Facility shall promptly start a new Test Period and provide PGE forty-eight (48) hours written notice prior to the start of such testing period;

1.5.4. (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;

1.5.5. (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;

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

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

1.7. "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.

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

1.9. "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_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), 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.

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

1.11. "Generation Interconnection Agreement" means an agreement governing the interconnection of the Facility with _____ electric system.

1.12. "Generation Unit" means each separate electrical generator that contributes toward Nameplate Capacity Rating included in Exhibit A. For solar facilities, a generating unit is a complete solar electrical generation system within the Facility that is able to generate and deliver energy to the Point of Delivery independent of other Generation Units within the same Facility.

1.13. "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.

1.14. "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.

1.15. "Lost Energy" means "Lost Energy" means ((the Guarantee of Mechanical Availability as set forth in 3.1.10 / MAP) X Net Output for a Calendar Year) – Net Output for the Calendar Year. Lost Energy shall be zero unless the result of the calculation in this subsection results in a positive number.

1.16. "Lost Energy Value" means Lost Energy X the excess of the annual time-weighted average Mid-C Index Price for On Peak Hours and Off Peak Hours over the time weighted average Contract Price for On Peak and Off Peak Hours for the corresponding time period (provided that such excess shall not exceed the Contract Price and further provided that Lost Energy is deemed to be zero prior to reaching the Commercial Operation Date) plus any reasonable costs incurred by PGE to purchase

replacement power and/or transmission to deliver the replacement power to the Point of Delivery (For Start-Up Lost Energy Value See 1.35).

1.17. "Mechanical Availability Percentage" or "MAP" shall mean that percentage for any Contract Year for the Facility calculated in accordance with the following formula:

$$\text{MAP} = 100 \times (\text{Operational Hours}) / (\text{Base Hours} \times \text{Number of Units})$$

1.18. "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.

1.19. "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.

1.20. "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.

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

1.22. "Number of Units" means the number of Generation Units in the Facility as specified in Exhibit A.

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

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

1.25. "Operational Hours" for the Facility means the total across all Generation Units of the number of hours each of the Facility's Generation Units are potentially capable of producing power at its Nameplate Capacity Rating regardless of actual weather conditions, season and the time of day or night, without any mechanical operating constraint or restriction, and potentially capable of delivering such power to the Point of Delivery in a Contract Year. During up to, but not more than, two hundred (200) hours of Planned Maintenance during a Contract Year for each Generation Unit and hours during which an event of Force Majeure exists, a Generation Unit shall be considered potentially capable of delivering such power to the Point of Delivery. For example, in the absence of any Planned Maintenance beyond 200 hours on any Generation Unit or Event of Force Majeure, the Operational Hours for a wind farm with five (5) separate two (2) MW turbines would be 43,800 for a Contract Year.

1.26. "Planned Maintenance" means outages scheduled ninety (90) days in advance, with PGE's prior written consent, which shall not be unreasonably withheld.

1.27. "Point of Delivery" means the PGE system.

1.28. "Pre-Commercial Operation Date Minimum Net Output" shall mean, unless such MWh is specifically set forth by Seller in Exhibit A, an amount in MWh equal to seventy-five percent (75%) of Nameplate Capacity Rating X thirty percent (30%) for a wind or other renewable QF or fifty percent (50%) for a solar QF X (whole months since the date selected in Section 2.2.1 / 12) X (8760 hours – 200 hours (assumed Planned Maintenance)) for each month. If Seller has provided specific expected monthly Net Output amounts for the Facility in Exhibit A, "Pre-Commercial Operation Date Minimum Net Output" shall mean seventy-five percent (75%) X expected net output set forth in Exhibit A for each month.

1.29. "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.

1.30. "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.

1.31. "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 B.

1.32. "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.

1.33. "Schedule" shall mean PGE Schedule 201 filed with the Oregon Public Utilities Commission ("Commission") in effect on the Effective Date of this Agreement and attached hereto as Exhibit D, the terms of which are hereby incorporated by reference.

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

1.35. "Start-Up Lost Energy Value" means for the period after the date specified in Section 2.2.2 but prior to achievement of the Commercial Operation Date: zero, unless the Net Output is less than the pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable delay period, and the time-weighted average of the delay period's Mid-C Index Price for On-Peak Hours and Off-Peak Hours is greater than the time-weighted average of the delay period's Contract Price for On-Peak Hours and Off-Peak Hours, in which case Startup Lost Energy Value equals: (pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable period - Net Output for the applicable period) X (the lower of: the time-weighted average of the Contract Price for On-Peak hours and Off-Peak Hours during the applicable period; or (the time-weighted average of the Mid-C Index Price for On-Peak Hours and Off-Peak Hours during the applicable period – the time-weighted average of the Contract Price for On-Peak Hours and Off-Peak Hours during the applicable period)). The time-weighted average in this section will reflect the relative proportions of On-Peak Hours and Off-Peak Hours in each day.

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

1.37. "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.

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

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

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

1.41. "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).

1.42. "Transmission Curtailment Replacement Energy Cost" means the greater of zero or the amount calculated as: ((Mid-C Index Price – Contract Price) X curtailed energy) for periods of Transmission Curtailment.

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

1.44. "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.

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 _____ [date to be determined by the Seller] Seller shall begin initial deliveries of Net Output; and

2.2.2. By _____ [date to be determined by the Seller subject to Section 2.2.3 below] Seller shall have completed all requirements under Section 1.5 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 _____, _____ [date to be chosen by Seller], or the date the Agreement is terminated in accordance with Section 8 or 11, 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 a _____ duly organized under the laws of _____.

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 _____ kW.

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

3.1.10. Seller represents and warrants that the Facility shall achieve the following Mechanical Availability Percentages ("Guarantee of Mechanical Availability"):

3.1.10.1. Ninety percent (90%) beginning in the first Contract Year and extending through the Term for the Facility, if the Facility was operational and sold electricity to PGE or another buyer prior to the Effective Date of this Agreement; or

3.1.10.2. Ninety percent (90%) beginning in Contract Year three and extending throughout the remainder of the Term.

3.1.10.3. Annually, within 90 days of the end of each Contract Year, Seller shall send to PGE a detailed written report demonstrating and providing evidence of the actual MAP for the previous Contract Year.

3.1.10.4. Seller's failure to meet the Guarantee of Mechanical Availability in a Calendar Year shall result in damages payable to PGE by Seller equal to the Lost Energy Value. PGE shall bill Seller for such damages in accordance with Section 7.

3.1.11. Seller will deliver from the Facility to PGE at the Point of Delivery Net Output not to exceed a maximum of _____ kWh of Net Output during each Contract Year ("Maximum Net Output"). The cost of delivering energy from the Facility to PGE is the sole responsibility of the Seller.

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

3.1.13. 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.

3.1.14. 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.

3.1.15. Seller warrants that it will comply with all requirements necessary for all Transferred RECs (as defined in Section 4.5) 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.

SECTION 4: DELIVERY OF POWER, PRICE AND ENVIRONMENTAL ATTRIBUTES

4.1. Commencing on the Effective Date and continuing through the Term of this Agreement, Seller shall sell to PGE the entire Net Output delivered from the Facility at the Point of Delivery.

4.2. PGE shall pay Seller the Contract Price for all delivered Net Output.

4.3. 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 A 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 3.1.11 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 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.

4.4. 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 customary 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.

4.5. During the Renewable Resource Deficiency Period, 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, and any period within the Term of

this Agreement after completion of the first fifteen (15) years after the Commercial Operation Date, 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.

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 to PGE's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's noncompliance with the Generation Interconnection Agreement. 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, 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 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 (Net Dependable Capacity). 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. On or before the thirtieth (30th) day following the end of each Contract Year, PGE shall bill for any Lost Energy Value accrued pursuant to this Agreement.

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 10 days of notice.

8.1.3. Seller's failure to meet the Guarantee of Mechanical Availability established in Section 3.1.10 for two consecutive Contract Years or Seller's failure to provide any written report required by that section.

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, except as otherwise provided in this Agreement, the non-defaulting party may immediately terminate this Agreement at its sole discretion by delivering written notice to the other Party. In addition, the non-defaulting Party 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. A termination hereunder shall be effective upon the date of delivery of notice, as provided in Section 20. 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. 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.

8.6. Sections 8.1, 8.4, 8.5, 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 Section 4.4 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 4.4 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 the connection of the Facility 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, its 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 the connection of the Facility 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 the connection of the Facility 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 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 recommence 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. 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: _____

with a copy to: _____

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

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.

PGE

By: _____
Name: _____
Title: _____
Date: _____

(Name Seller)

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
DESCRIPTION OF SELLER'S FACILITY

[Seller to Complete]

[Sellers may include reasonable expected monthly Net Output for purposes of Section 1.35 (Start-Up Lost Energy Value). Amounts may vary by month and shall be assumed repeated for each Contract Year, unless amounts for each Contract Year of this Agreement are set forth in this Exhibit A. Such amounts, 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 this 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.]

EXHIBIT B
REQUIRED FACILITY DOCUMENTS

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

Sellers Generation Interconnection Agreement

**EXHIBIT C
START-UP TESTING**

[Seller identify appropriate tests]

Required factory testing includes such checks and tests necessary to determine that the equipment systems and subsystems have been properly manufactured and installed, function properly, and are in a condition to permit safe and efficient start-up of the Facility, which may include but are not limited to (as applicable):

1. Pressure tests of all steam system equipment;
2. Calibration of all pressure, level, flow, temperature and monitoring instruments;
3. Operating tests of all valves, operators, motor starters and motor;
4. Alarms, signals, and fail-safe or system shutdown control tests;
5. Insulation resistance and point-to-point continuity tests;
6. Bench tests of all protective devices;
7. Tests required by manufacturer of equipment; and
8. Complete pre-parallel checks with PGE.

Required start-up test are those checks and tests necessary to determine that all features and equipment, systems, and subsystems have been properly designed, manufactured, installed and adjusted, function properly, and are capable of operating simultaneously in such condition that the Facility is capable of continuous delivery into PGE's electrical system, which may include but are not limited to (as applicable):

1. Turbine/generator mechanical runs including shaft, vibration, and bearing temperature measurements;
2. Running tests to establish tolerances and inspections for final adjustment of bearings, shaft run-outs;
3. Brake tests;
4. Energization of transformers;
5. Synchronizing tests (manual and auto);
6. Stator windings dielectric test;
7. Armature and field windings resistance tests;
8. Load rejection tests in incremental stages from 5, 25, 50, 75 and 100 percent load;
9. Heat runs;
10. Tests required by manufacturer of equipment;
11. Excitation and voltage regulation operation tests;
12. Open circuit and short circuit; saturation tests;
13. Governor system steady state stability test;
14. Phase angle and magnitude of all PT and CT secondary voltages and currents to protective relays, indicating instruments and metering;
15. Auto stop/start sequence;
16. Level control system tests; and
17. Completion of all state and federal environmental testing requirements.

EXHIBIT D
SCHEDULE

[Attach currently in-effect Schedule 201]

Attachment 2

Schedule 201

Effective on and after September 23, 2015

**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. 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 as 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												
Standard Fixed Price Option for Base Load QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	26.13	21.88	22.88	25.13	33.13	34.73	29.63	27.38	28.88	33.13
2016	31.43	30.01	26.93	25.51	24.81	23.06	31.90	36.26	32.22	30.97	31.97	34.43
2017	34.12	32.56	29.20	28.13	27.35	25.40	34.51	39.26	34.86	33.83	34.92	37.63
2018	36.46	34.80	31.19	29.53	28.71	26.67	37.01	42.11	37.38	35.92	37.09	39.97
2019	38.14	36.40	32.63	30.89	30.03	27.89	38.72	44.06	39.11	37.58	38.80	41.81
2020	40.36	38.51	34.52	32.68	31.77	29.50	40.97	46.62	41.38	39.76	41.06	44.25
2021	78.65	78.41	74.08	73.15	73.29	73.45	73.59	73.74	73.90	74.05	76.07	77.39
2022	79.87	80.05	78.71	76.75	76.53	76.61	76.77	76.94	77.11	77.75	80.48	81.61
2023	82.88	82.91	80.52	79.06	78.47	78.48	78.64	78.81	78.99	79.72	82.44	83.38
2024	85.05	84.50	82.79	81.04	80.24	79.89	80.07	80.24	80.42	81.68	83.94	84.91
2025	87.42	86.98	85.17	83.82	83.53	83.72	83.91	84.10	84.30	84.97	88.09	89.08
2026	93.67	93.90	93.15	91.55	91.31	91.55	91.77	92.00	92.24	93.05	96.36	97.00
2027	98.91	99.16	94.04	92.43	92.18	92.41	92.63	92.86	93.10	93.79	97.14	98.19
2028	99.59	99.83	95.18	93.58	93.32	93.56	93.78	94.01	94.25	94.96	98.47	99.54
2029	102.08	101.44	98.36	96.44	95.98	96.23	96.46	96.70	96.95	97.67	101.14	103.35
2030	104.39	104.04	99.48	97.63	97.34	97.59	97.83	98.07	98.32	99.06	102.58	105.91
2031	105.92	105.62	101.91	99.62	99.32	99.57	99.81	100.05	100.31	101.06	104.65	105.79
2032	107.68	107.37	103.59	101.26	100.94	101.20	101.44	101.69	101.95	102.73	106.38	107.54
2033	110.15	109.84	105.98	103.61	103.29	103.55	103.80	104.05	104.32	105.10	108.83	110.01
2034	112.43	112.11	108.18	105.75	105.43	105.69	105.95	106.21	106.48	107.28	111.08	112.29
2035	114.62	114.29	110.28	107.81	107.48	107.75	108.01	108.27	108.55	109.37	113.24	114.47
2036	116.98	116.65	112.56	110.04	109.70	109.97	110.24	110.51	110.79	111.62	115.57	116.83
2037	119.72	119.38	115.21	112.64	112.29	112.57	112.84	113.12	113.41	114.26	118.29	119.57
2038	122.36	122.01	117.76	115.14	114.79	115.08	115.35	115.63	115.93	116.79	120.90	122.21
2039	124.88	124.52	120.19	117.52	117.16	117.45	117.73	118.02	118.32	119.20	123.39	124.72
2040	127.74	127.37	122.95	120.23	119.86	120.16	120.45	120.74	121.04	121.94	126.22	127.57

SCHEDULE 201 (Continued)

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

TABLE 1b												
Avoided Costs												
Standard Fixed Price Option for Base Load QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	26.88	20.38	20.88	15.88	17.88	19.13	23.88	26.13	25.63	23.13	25.38	28.38
2016	27.06	25.99	23.32	18.54	16.65	13.43	23.13	27.74	25.51	27.30	27.97	30.11
2017	30.27	29.06	26.04	21.47	19.23	15.43	25.37	30.49	28.02	29.93	30.67	33.03
2018	32.60	31.29	28.03	22.20	19.89	15.96	27.80	33.43	30.71	32.89	33.71	36.32
2019	34.42	33.04	29.59	23.42	20.98	16.82	29.35	35.30	32.42	34.73	35.60	38.36
2020	36.91	35.42	31.72	25.08	22.46	17.99	31.45	37.85	34.75	37.24	38.17	41.14
2021	40.11	39.87	35.54	34.60	34.75	34.90	35.05	35.20	35.36	35.51	37.52	38.85
2022	40.59	40.76	39.42	37.47	37.25	37.32	37.48	37.65	37.82	38.46	41.19	42.33
2023	42.71	42.74	40.35	38.89	38.29	38.30	38.47	38.64	38.82	39.55	42.26	43.21
2024	44.36	43.81	42.10	40.35	39.55	39.21	39.38	39.55	39.73	40.99	43.26	44.22
2025	45.81	45.38	43.57	42.22	41.92	42.12	42.30	42.49	42.69	43.37	46.48	47.48
2026	51.27	51.49	50.74	49.14	48.90	49.14	49.36	49.60	49.84	50.64	53.95	54.59
2027	55.68	55.93	50.81	49.20	48.95	49.18	49.41	49.63	49.87	50.56	53.91	54.97
2028	55.52	55.77	51.12	49.52	49.26	49.50	49.72	49.95	50.19	50.90	54.41	55.48
2029	57.17	56.53	53.44	51.52	51.07	51.31	51.55	51.79	52.04	52.76	56.23	58.44
2030	58.61	58.26	53.70	51.85	51.57	51.81	52.05	52.29	52.54	53.28	56.80	60.13
2031	59.26	58.95	55.25	52.96	52.65	52.90	53.14	53.39	53.64	54.40	57.98	59.12
2032	60.42	60.11	56.33	54.00	53.68	53.94	54.18	54.43	54.69	55.46	59.12	60.28
2033	61.67	61.36	57.50	55.13	54.81	55.07	55.32	55.57	55.84	56.62	60.35	61.53
2034	62.85	62.53	58.60	56.18	55.85	56.12	56.37	56.63	56.90	57.70	61.50	62.71
2035	64.25	63.92	59.91	57.44	57.11	57.38	57.64	57.90	58.18	59.00	62.87	64.10
2036	65.80	65.47	61.38	58.86	58.52	58.80	59.06	59.33	59.61	60.44	64.40	65.65
2037	67.39	67.04	62.87	60.31	59.96	60.24	60.51	60.79	61.07	61.92	65.95	67.23
2038	69.02	68.67	64.42	61.80	61.44	61.73	62.01	62.29	62.58	63.45	67.56	68.86
2039	70.51	70.15	65.82	63.14	62.78	63.08	63.36	63.64	63.94	64.83	69.02	70.35
2040	72.31	71.95	67.53	64.81	64.44	64.74	65.02	65.32	65.62	66.52	70.79	72.15

SCHEDULE 201 (Continued)

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

TABLE 2a												
Avoided Costs												
Standard Fixed Price Option for Wind QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	27.36	21.36	22.36	18.11	19.11	21.36	29.36	30.96	25.86	23.61	25.11	29.36
2016	27.59	26.17	23.09	21.67	20.97	19.22	28.06	32.42	28.38	27.13	28.13	30.59
2017	30.21	28.65	25.29	24.22	23.44	21.49	30.60	35.35	30.95	29.92	31.01	33.72
2018	32.47	30.81	27.20	25.54	24.72	22.68	33.02	38.12	33.39	31.93	33.10	35.98
2019	34.07	32.33	28.56	26.82	25.96	23.82	34.65	39.99	35.04	33.51	34.73	37.74
2020	36.21	34.36	30.37	28.53	27.62	25.35	36.82	42.47	37.23	35.61	36.91	40.10
2021	37.81	37.56	33.23	32.30	32.45	32.60	32.75	32.90	33.05	33.21	35.22	36.54
2022	38.24	38.42	37.08	35.12	34.90	34.98	35.14	35.30	35.47	36.11	38.85	39.98
2023	40.33	40.36	37.97	36.51	35.91	35.92	36.09	36.26	36.43	37.17	39.88	40.83
2024	41.92	41.37	39.66	37.92	37.11	36.77	36.94	37.12	37.30	38.56	40.82	41.79
2025	43.33	42.90	41.09	39.74	39.44	39.64	39.82	40.02	40.21	40.89	44.00	45.00
2026	48.74	48.96	48.21	46.61	46.37	46.61	46.83	47.07	47.31	48.11	51.42	52.06
2027	53.11	53.35	48.23	46.62	46.37	46.60	46.83	47.06	47.29	47.99	51.33	52.39
2028	52.90	53.14	48.49	46.89	46.63	46.87	47.10	47.32	47.56	48.27	51.78	52.85
2029	54.50	53.85	50.77	48.85	48.40	48.64	48.87	49.11	49.36	50.09	53.55	55.76
2030	55.88	55.53	50.97	49.12	48.83	49.08	49.32	49.56	49.81	50.55	54.07	57.40
2031	56.47	56.17	52.46	50.18	49.87	50.12	50.36	50.60	50.86	51.61	55.20	56.34
2032	57.57	57.26	53.48	51.15	50.84	51.09	51.34	51.59	51.85	52.62	56.27	57.43
2033	58.79	58.47	54.62	52.24	51.92	52.18	52.43	52.68	52.95	53.74	57.46	58.65
2034	59.91	59.59	55.66	53.24	52.91	53.18	53.43	53.69	53.96	54.76	58.56	59.77
2035	61.25	60.92	56.91	54.44	54.11	54.38	54.64	54.90	55.18	56.00	59.87	61.10
2036	62.73	62.40	58.31	55.79	55.45	55.72	55.99	56.26	56.54	57.37	61.32	62.58
2037	64.26	63.92	59.75	57.18	56.83	57.12	57.39	57.66	57.95	58.80	62.83	64.11
2038	65.84	65.49	61.24	58.62	58.26	58.55	58.82	59.11	59.40	60.27	64.37	65.68
2039	67.26	66.91	62.57	59.90	59.54	59.84	60.12	60.40	60.70	61.58	65.77	67.11
2040	69.00	68.64	64.22	61.50	61.13	61.43	61.71	62.01	62.31	63.21	67.49	68.84

SCHEDULE 201 (Continued)

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

TABLE 2b												
Avoided Costs												
Standard Fixed Price Option for Wind QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	23.11	16.61	17.11	12.11	14.11	15.36	20.11	22.36	21.86	19.36	21.61	24.61
2016	23.22	22.15	19.48	14.70	12.81	9.59	19.29	23.90	21.67	23.46	24.13	26.27
2017	26.36	25.15	22.13	17.56	15.32	11.52	21.46	26.58	24.11	26.02	26.76	29.12
2018	28.61	27.30	24.04	18.21	15.90	11.97	23.81	29.44	26.72	28.90	29.72	32.33
2019	30.35	28.97	25.52	19.35	16.91	12.75	25.28	31.23	28.35	30.66	31.53	34.29
2020	32.76	31.27	27.57	20.93	18.31	13.84	27.30	33.70	30.60	33.09	34.02	36.99
2021	35.88	35.64	31.31	30.37	30.52	30.67	30.82	30.97	31.13	31.28	33.29	34.62
2022	36.28	36.45	35.11	33.16	32.94	33.01	33.17	33.34	33.51	34.15	36.88	38.02
2023	38.32	38.35	35.96	34.50	33.90	33.91	34.08	34.25	34.43	35.16	37.87	38.82
2024	39.89	39.34	37.63	35.88	35.08	34.74	34.91	35.08	35.26	36.52	38.79	39.75
2025	41.25	40.82	39.01	37.66	37.36	37.56	37.74	37.93	38.13	38.81	41.92	42.92
2026	46.62	46.84	46.09	44.49	44.25	44.49	44.71	44.95	45.19	45.99	49.30	49.94
2027	50.94	51.19	46.07	44.46	44.21	44.44	44.67	44.89	45.13	45.82	49.17	50.23
2028	50.69	50.94	46.29	44.69	44.43	44.67	44.89	45.12	45.36	46.07	49.58	50.65
2029	52.25	51.61	48.52	46.60	46.15	46.39	46.63	46.87	47.12	47.84	51.31	53.52
2030	53.59	53.24	48.68	46.83	46.55	46.79	47.03	47.27	47.52	48.26	51.78	55.11
2031	54.14	53.83	50.13	47.84	47.53	47.78	48.02	48.27	48.52	49.28	52.86	54.00
2032	55.21	54.90	51.12	48.79	48.47	48.73	48.97	49.22	49.48	50.25	53.91	55.07
2033	56.36	56.05	52.19	49.82	49.50	49.76	50.01	50.26	50.53	51.31	55.04	56.22
2034	57.43	57.11	53.18	50.76	50.43	50.70	50.95	51.21	51.48	52.28	56.08	57.29
2035	58.73	58.40	54.39	51.92	51.59	51.86	52.12	52.38	52.66	53.48	57.35	58.58
2036	60.17	59.84	55.75	53.23	52.89	53.17	53.43	53.70	53.98	54.81	58.77	60.02
2037	61.65	61.30	57.13	54.57	54.22	54.50	54.77	55.05	55.33	56.18	60.21	61.49
2038	63.17	62.82	58.57	55.95	55.59	55.88	56.16	56.44	56.73	57.60	61.71	63.01
2039	64.55	64.19	59.86	57.18	56.82	57.12	57.40	57.68	57.98	58.87	63.06	64.39
2040	66.23	65.87	61.45	58.73	58.36	58.66	58.94	59.24	59.54	60.44	64.71	66.07

SCHEDULE 201 (Continued)

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

TABLE 3a												
Avoided Costs												
Standard Fixed Price Option for Solar QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	26.13	21.88	22.88	25.13	33.13	34.73	29.63	27.38	28.88	33.13
2016	31.43	30.01	26.93	25.51	24.81	23.06	31.90	36.26	32.22	30.97	31.97	34.43
2017	34.12	32.56	29.20	28.13	27.35	25.40	34.51	39.26	34.86	33.83	34.92	37.63
2018	36.46	34.80	31.19	29.53	28.71	26.67	37.01	42.11	37.38	35.92	37.09	39.97
2019	38.14	36.40	32.63	30.89	30.03	27.89	38.72	44.06	39.11	37.58	38.80	41.81
2020	40.36	38.51	34.52	32.68	31.77	29.50	40.97	46.62	41.38	39.76	41.06	44.25
2021	42.04	41.79	37.46	36.53	36.68	36.83	36.98	37.13	37.28	37.44	39.45	40.77
2022	42.55	42.73	41.39	39.43	39.21	39.29	39.45	39.61	39.78	40.42	43.16	44.29
2023	44.72	44.75	42.36	40.90	40.30	40.31	40.48	40.65	40.82	41.56	44.27	45.22
2024	46.39	45.84	44.13	42.39	41.58	41.24	41.41	41.59	41.77	43.03	45.29	46.26
2025	47.89	47.46	45.65	44.30	44.00	44.20	44.38	44.58	44.77	45.45	48.56	49.56
2026	53.39	53.61	52.86	51.26	51.02	51.26	51.48	51.72	51.96	52.76	56.07	56.71
2027	57.85	58.09	52.97	51.36	51.11	51.34	51.57	51.80	52.03	52.73	56.07	57.13
2028	57.73	57.97	53.32	51.72	51.46	51.70	51.93	52.15	52.39	53.10	56.61	57.68
2029	59.42	58.77	55.69	53.77	53.32	53.56	53.79	54.03	54.28	55.01	58.47	60.68
2030	60.90	60.55	55.99	54.14	53.85	54.10	54.34	54.58	54.83	55.57	59.09	62.42
2031	61.59	61.29	57.58	55.30	54.99	55.24	55.48	55.72	55.98	56.73	60.32	61.46
2032	62.78	62.47	58.69	56.36	56.05	56.30	56.55	56.80	57.06	57.83	61.48	62.64
2033	64.10	63.78	59.93	57.55	57.23	57.49	57.74	57.99	58.26	59.05	62.77	63.96
2034	65.33	65.01	61.08	58.66	58.33	58.60	58.85	59.11	59.38	60.18	63.98	65.19
2035	66.77	66.44	62.43	59.96	59.63	59.90	60.16	60.42	60.70	61.52	65.39	66.62
2036	68.36	68.03	63.94	61.42	61.08	61.35	61.62	61.89	62.17	63.00	66.95	68.21
2037	70.00	69.66	65.49	62.92	62.57	62.86	63.13	63.40	63.69	64.54	68.57	69.85
2038	71.69	71.34	67.09	64.47	64.11	64.40	64.67	64.96	65.25	66.12	70.22	71.53
2039	73.22	72.87	68.53	65.86	65.50	65.80	66.08	66.36	66.66	67.54	71.73	73.07
2040	75.08	74.72	70.30	67.58	67.21	67.51	67.79	68.09	68.39	69.29	73.57	74.92

SCHEDULE 201 (Continued)

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

TABLE 3b												
Avoided Costs												
Standard Fixed Price Option for Solar QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	26.88	20.38	20.88	15.88	17.88	19.13	23.88	26.13	25.63	23.13	25.38	28.38
2016	27.06	25.99	23.32	18.54	16.65	13.43	23.13	27.74	25.51	27.30	27.97	30.11
2017	30.27	29.06	26.04	21.47	19.23	15.43	25.37	30.49	28.02	29.93	30.67	33.03
2018	32.60	31.29	28.03	22.20	19.89	15.96	27.80	33.43	30.71	32.89	33.71	36.32
2019	34.42	33.04	29.59	23.42	20.98	16.82	29.35	35.30	32.42	34.73	35.60	38.36
2020	36.91	35.42	31.72	25.08	22.46	17.99	31.45	37.85	34.75	37.24	38.17	41.14
2021	40.11	39.87	35.54	34.60	34.75	34.90	35.05	35.20	35.36	35.51	37.52	38.85
2022	40.59	40.76	39.42	37.47	37.25	37.32	37.48	37.65	37.82	38.46	41.19	42.33
2023	42.71	42.74	40.35	38.89	38.29	38.30	38.47	38.64	38.82	39.55	42.26	43.21
2024	44.36	43.81	42.10	40.35	39.55	39.21	39.38	39.55	39.73	40.99	43.26	44.22
2025	45.81	45.38	43.57	42.22	41.92	42.12	42.30	42.49	42.69	43.37	46.48	47.48
2026	51.27	51.49	50.74	49.14	48.90	49.14	49.36	49.60	49.84	50.64	53.95	54.59
2027	55.68	55.93	50.81	49.20	48.95	49.18	49.41	49.63	49.87	50.56	53.91	54.97
2028	55.52	55.77	51.12	49.52	49.26	49.50	49.72	49.95	50.19	50.90	54.41	55.48
2029	57.17	56.53	53.44	51.52	51.07	51.31	51.55	51.79	52.04	52.76	56.23	58.44
2030	58.61	58.26	53.70	51.85	51.57	51.81	52.05	52.29	52.54	53.28	56.80	60.13
2031	59.26	58.95	55.25	52.96	52.65	52.90	53.14	53.39	53.64	54.40	57.98	59.12
2032	60.42	60.11	56.33	54.00	53.68	53.94	54.18	54.43	54.69	55.46	59.12	60.28
2033	61.67	61.36	57.50	55.13	54.81	55.07	55.32	55.57	55.84	56.62	60.35	61.53
2034	62.85	62.53	58.60	56.18	55.85	56.12	56.37	56.63	56.90	57.70	61.50	62.71
2035	64.25	63.92	59.91	57.44	57.11	57.38	57.64	57.90	58.18	59.00	62.87	64.10
2036	65.80	65.47	61.38	58.86	58.52	58.80	59.06	59.33	59.61	60.44	64.40	65.65
2037	67.39	67.04	62.87	60.31	59.96	60.24	60.51	60.79	61.07	61.92	65.95	67.23
2038	69.02	68.67	64.42	61.80	61.44	61.73	62.01	62.29	62.58	63.45	67.56	68.86
2039	70.51	70.15	65.82	63.14	62.78	63.08	63.36	63.64	63.94	64.83	69.02	70.35
2040	72.31	71.95	67.53	64.81	64.44	64.74	65.02	65.32	65.62	66.52	70.79	72.15

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 during the Renewable Resource Deficiency Period.

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 and will retain all Environmental Attributes generated by the facility 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
2015	31.13	25.13	26.13	21.88	22.88	25.13	33.13	34.73	29.63	27.38	28.88	33.13
2016	31.58	30.16	27.08	25.66	24.96	23.21	32.05	36.41	32.37	31.12	32.12	34.58
2017	34.27	32.71	29.35	28.28	27.50	25.55	34.66	39.41	35.01	33.98	35.07	37.78
2018	36.61	34.95	31.34	29.68	28.86	26.82	37.16	42.26	37.53	36.07	37.24	40.12
2019	38.30	36.56	32.79	31.05	30.19	28.05	38.88	44.22	39.27	37.74	38.96	41.97
2020	130.42	130.40	129.50	130.04	133.82	132.76	132.39	132.24	130.72	129.58	130.57	129.37
2021	133.36	133.64	131.86	133.13	136.49	135.59	134.91	135.52	133.73	132.54	134.08	132.51
2022	136.24	136.10	133.85	135.90	139.41	138.20	137.67	137.62	136.32	135.14	136.83	135.12
2023	139.39	138.88	136.54	138.99	141.88	141.01	140.60	140.17	139.18	137.81	139.83	138.53
2024	141.20	141.38	139.07	141.45	144.67	143.47	143.33	143.02	142.81	139.99	141.17	141.32
2025	144.44	144.83	142.24	145.02	149.08	147.69	146.57	146.72	145.76	143.11	144.48	144.07
2026	148.08	147.69	145.97	148.54	153.80	149.69	149.69	150.17	149.84	146.23	148.39	147.27
2027	150.98	150.46	148.51	151.01	158.07	152.64	152.20	153.90	152.54	149.20	150.73	150.17
2028	153.78	152.55	150.16	154.12	160.66	154.93	155.77	155.78	154.75	152.38	153.65	152.73
2029	157.02	156.74	153.60	157.59	169.40	159.30	159.39	159.39	159.45	155.48	156.44	156.31
2030	160.28	159.94	157.24	160.66	173.85	164.43	161.89	161.75	163.38	158.51	159.18	159.23
2031	163.23	162.64	160.72	164.67	177.15	169.11	164.90	166.01	166.26	161.75	163.06	162.54
2032	165.75	165.16	163.21	167.22	179.91	171.73	167.46	168.59	168.84	164.26	165.59	165.06
2033	169.59	168.98	166.98	171.09	184.06	175.70	171.33	172.48	172.74	168.06	169.41	168.88
2034	173.01	172.39	170.36	174.55	187.76	179.24	174.79	175.97	176.23	171.46	172.84	172.29
2035	176.35	175.72	173.65	177.91	191.39	182.70	178.16	179.36	179.63	174.76	176.17	175.62
2036	179.40	178.76	176.65	180.99	194.69	185.85	181.24	182.46	182.74	177.79	179.22	178.65
2037	183.23	182.57	180.41	184.85	198.85	189.82	185.10	186.35	186.63	181.58	183.04	182.46
2038	186.76	186.09	183.90	188.42	202.69	193.48	188.68	189.95	190.23	185.08	186.57	185.98
2039	190.37	189.68	187.44	192.05	206.60	197.22	192.32	193.61	193.91	188.65	190.17	189.57
2040	193.66	192.96	190.69	195.37	210.16	200.62	195.64	196.96	197.26	191.92	193.46	192.85

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
2015	26.88	20.38	20.88	15.88	17.88	19.13	23.88	26.13	25.63	23.13	25.38	28.38
2016	27.21	26.14	23.47	18.69	16.80	13.58	23.28	27.89	25.66	27.45	28.12	30.26
2017	30.42	29.21	26.19	21.62	19.38	15.58	25.52	30.64	28.17	30.08	30.82	33.18
2018	32.75	31.44	28.18	22.35	20.04	16.11	27.95	33.58	30.86	33.04	33.86	36.47
2019	34.58	33.20	29.75	23.58	21.14	16.98	29.51	35.46	32.58	34.89	35.76	38.52
2020	74.05	74.35	76.18	74.70	70.70	70.98	71.32	72.70	73.76	75.21	74.98	75.50
2021	76.61	75.69	77.70	76.08	72.65	72.71	73.48	73.88	75.25	77.66	74.78	76.80
2022	77.70	77.31	79.96	77.27	73.68	74.12	75.90	74.74	76.69	79.10	76.00	78.21
2023	78.70	78.76	81.53	79.38	74.14	75.53	77.17	76.51	78.04	80.71	77.14	79.80
2024	79.35	79.42	83.14	79.16	74.55	77.78	76.40	76.83	78.61	81.03	79.55	80.29
2025	80.96	80.94	84.88	80.33	74.54	78.20	78.02	79.19	79.32	82.81	82.21	81.48
2026	81.35	82.42	85.28	80.89	75.34	79.31	79.11	79.94	79.12	83.91	82.41	82.47
2027	84.14	84.11	86.28	82.99	75.15	80.77	81.16	80.43	80.90	86.39	83.38	83.99
2028	85.29	86.01	88.97	85.07	74.43	82.57	82.76	81.19	82.83	87.06	84.33	86.62
2029	85.87	86.84	90.61	86.72	68.73	82.93	84.21	82.59	84.39	88.00	86.85	88.12
2030	87.21	88.28	92.46	86.89	68.43	83.64	84.98	85.17	84.95	89.66	88.91	89.94
2031	89.10	90.50	93.69	87.32	69.81	83.38	86.78	86.97	85.14	91.14	90.93	90.04
2032	90.57	92.00	95.23	88.76	70.97	84.75	88.21	88.41	86.54	92.64	92.44	91.53
2033	92.57	94.03	97.34	90.72	72.53	86.63	90.16	90.36	88.46	94.69	94.48	93.55
2034	94.36	95.84	99.22	92.47	73.93	88.30	91.90	92.10	90.16	96.52	96.30	95.36
2035	96.18	97.69	101.13	94.25	75.36	90.00	93.68	93.88	91.90	98.38	98.16	97.20
2036	97.77	99.31	102.80	95.81	76.61	91.49	95.22	95.43	93.42	100.00	99.78	98.80
2037	99.93	101.50	105.07	97.93	78.30	93.51	97.33	97.54	95.49	102.21	101.99	100.99
2038	101.86	103.46	107.10	99.82	79.81	95.31	99.20	99.42	97.33	104.19	103.95	102.93
2039	103.82	105.46	109.17	101.74	81.35	97.15	101.12	101.34	99.21	106.20	105.96	104.92
2040	105.54	107.20	110.97	103.42	82.69	98.76	102.79	103.02	100.85	107.95	107.71	106.65

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
2015	27.36	21.36	22.36	18.11	19.11	21.36	29.36	30.96	25.86	23.61	25.11	29.36
2016	27.74	26.32	23.24	21.82	21.12	19.37	28.21	32.57	28.53	27.28	28.28	30.74
2017	30.36	28.80	25.44	24.37	23.59	21.64	30.75	35.50	31.10	30.07	31.16	33.87
2018	32.62	30.96	27.35	25.69	24.87	22.83	33.17	38.27	33.54	32.08	33.25	36.13
2019	34.23	32.49	28.72	26.98	26.12	23.98	34.81	40.15	35.20	33.67	34.89	37.90
2020	89.69	89.67	88.77	89.31	93.09	92.03	91.66	91.52	90.00	88.85	89.84	88.64
2021	91.73	92.00	90.23	91.50	94.85	93.96	93.28	93.88	92.10	90.91	92.44	90.88
2022	93.81	93.66	91.42	93.47	96.98	95.77	95.23	95.19	93.89	92.71	94.39	92.68
2023	96.01	95.50	93.17	95.61	98.50	97.64	97.23	96.79	95.80	94.43	96.45	95.15
2024	97.25	97.43	95.12	97.50	100.71	99.51	99.38	99.07	98.85	96.03	97.21	97.37
2025	99.51	99.89	97.31	100.08	104.15	102.76	101.63	101.79	100.82	98.17	99.55	99.13
2026	102.27	101.88	100.16	102.74	108.00	103.89	103.89	104.37	104.03	100.42	102.58	101.47
2027	104.29	103.77	101.82	104.32	111.38	105.95	105.51	107.22	105.85	102.51	104.04	103.48
2028	106.19	104.96	102.57	106.53	113.07	107.34	108.18	108.19	107.16	104.79	106.06	105.14
2029	108.51	108.23	105.09	109.08	120.90	110.80	110.89	110.89	110.94	106.98	107.94	107.81
2030	110.84	110.49	107.80	111.21	124.40	114.99	112.45	112.31	113.94	109.07	109.73	109.79
2031	112.82	112.24	110.32	114.27	126.75	118.70	114.50	115.61	115.86	111.35	112.66	112.14
2032	114.68	114.08	112.13	116.15	128.84	120.66	116.38	117.51	117.77	113.18	114.51	113.99
2033	117.23	116.62	114.62	118.73	131.70	123.34	118.97	120.13	120.39	115.70	117.06	116.52
2034	119.48	118.86	116.83	121.02	134.24	125.71	121.26	122.44	122.70	117.93	119.31	118.76
2035	121.80	121.16	119.09	123.36	136.83	128.14	123.60	124.80	125.07	120.21	121.62	121.06
2036	123.79	123.14	121.04	125.37	139.07	130.24	125.63	126.85	127.12	122.17	123.61	123.04
2037	126.54	125.88	123.72	128.16	142.16	133.13	128.42	129.66	129.94	124.89	126.35	125.77
2038	128.98	128.31	126.11	130.63	144.90	135.70	130.89	132.17	132.45	127.30	128.79	128.20
2039	131.47	130.79	128.55	133.16	147.70	138.32	133.42	134.72	135.01	129.76	131.28	130.68
2040	133.62	132.93	130.65	135.33	150.12	140.59	135.61	136.92	137.22	131.88	133.43	132.81

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
2015	23.11	16.61	17.11	12.11	14.11	15.36	20.11	22.36	21.86	19.36	21.61	24.61
2016	23.37	22.30	19.63	14.85	12.96	9.74	19.44	24.05	21.82	23.61	24.28	26.42
2017	26.51	25.30	22.28	17.71	15.47	11.67	21.61	26.73	24.26	26.17	26.91	29.27
2018	28.76	27.45	24.19	18.36	16.05	12.12	23.96	29.59	26.87	29.05	29.87	32.48
2019	30.51	29.13	25.68	19.51	17.07	12.91	25.44	31.39	28.51	30.82	31.69	34.45
2020	69.90	70.20	72.03	70.55	66.55	66.83	67.17	68.55	69.61	71.06	70.83	71.35
2021	72.38	71.46	73.47	71.85	68.42	68.48	69.25	69.65	71.02	73.43	70.55	72.57
2022	73.39	73.00	75.65	72.96	69.37	69.81	71.59	70.43	72.38	74.79	71.69	73.90
2023	74.31	74.37	77.14	74.99	69.75	71.14	72.78	72.12	73.65	76.32	72.75	75.41
2024	74.88	74.95	78.67	74.69	70.08	73.31	71.93	72.36	74.14	76.56	75.08	75.82
2025	76.40	76.38	80.32	75.77	69.98	73.64	73.46	74.63	74.76	78.25	77.65	76.92
2026	76.70	77.77	80.63	76.24	70.69	74.66	74.46	75.29	74.47	79.26	77.76	77.82
2027	79.40	79.37	81.54	78.25	70.41	76.03	76.42	75.69	76.16	81.65	78.64	79.25
2028	80.46	81.18	84.14	80.24	69.60	77.74	77.93	76.36	78.00	82.23	79.50	81.79
2029	80.95	81.92	85.69	81.80	63.81	78.01	79.29	77.67	79.47	83.08	81.93	83.20
2030	82.19	83.26	87.44	81.87	63.41	78.62	79.96	80.15	79.93	84.64	83.89	84.92
2031	83.98	85.38	88.57	82.20	64.69	78.26	81.66	81.85	80.02	86.02	85.81	84.92
2032	85.36	86.79	90.02	83.55	65.76	79.54	83.00	83.20	81.33	87.43	87.23	86.32
2033	87.26	88.72	92.03	85.41	67.22	81.32	84.85	85.05	83.15	89.38	89.17	88.24
2034	88.94	90.42	93.80	87.05	68.51	82.88	86.48	86.68	84.74	91.10	90.88	89.94
2035	90.66	92.17	95.61	88.73	69.84	84.48	88.16	88.36	86.38	92.86	92.64	91.68
2036	92.14	93.68	97.17	90.18	70.98	85.86	89.59	89.80	87.79	94.37	94.15	93.17
2037	94.19	95.76	99.33	92.19	72.56	87.77	91.59	91.80	89.75	96.47	96.25	95.25
2038	96.01	97.61	101.25	93.97	73.96	89.46	93.35	93.57	91.48	98.34	98.10	97.08
2039	97.86	99.50	103.21	95.78	75.39	91.19	95.16	95.38	93.25	100.24	100.00	98.96
2040	99.46	101.12	104.89	97.34	76.61	92.68	96.71	96.94	94.77	101.87	101.63	100.57

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
2015	31.13	25.13	26.13	21.88	22.88	25.13	33.13	34.73	29.63	27.38	28.88	33.13
2016	31.58	30.16	27.08	25.66	24.96	23.21	32.05	36.41	32.37	31.12	32.12	34.58
2017	34.27	32.71	29.35	28.28	27.50	25.55	34.66	39.41	35.01	33.98	35.07	37.78
2018	36.61	34.95	31.34	29.68	28.86	26.82	37.16	42.26	37.53	36.07	37.24	40.12
2019	38.30	36.56	32.79	31.05	30.19	28.05	38.88	44.22	39.27	37.74	38.96	41.97
2020	93.84	93.82	92.92	93.46	97.24	96.18	95.81	95.67	94.15	93.00	93.99	92.79
2021	95.96	96.23	94.46	95.73	99.08	98.19	97.51	98.11	96.33	95.14	96.67	95.11
2022	98.12	97.97	95.73	97.78	101.29	100.08	99.54	99.50	98.20	97.02	98.70	96.99
2023	100.40	99.89	97.56	100.00	102.89	102.03	101.62	101.18	100.19	98.82	100.84	99.54
2024	101.72	101.90	99.59	101.97	105.18	103.98	103.85	103.54	103.32	100.50	101.68	101.84
2025	104.07	104.45	101.87	104.64	108.71	107.32	106.19	106.35	105.38	102.73	104.11	103.69
2026	106.92	106.53	104.81	107.39	112.65	108.54	108.54	109.02	108.68	105.07	107.23	106.12
2027	109.03	108.51	106.56	109.06	116.12	110.69	110.25	111.96	110.59	107.25	108.78	108.22
2028	111.02	109.79	107.40	111.36	117.90	112.17	113.01	113.02	111.99	109.62	110.89	109.97
2029	113.43	113.15	110.01	114.00	125.82	115.72	115.81	115.81	115.86	111.90	112.86	112.73
2030	115.86	115.51	112.82	116.23	129.42	120.01	117.47	117.33	118.96	114.09	114.75	114.81
2031	117.94	117.36	115.44	119.39	131.87	123.82	119.62	120.73	120.98	116.47	117.78	117.26
2032	119.89	119.29	117.34	121.36	134.05	125.87	121.59	122.72	122.98	118.39	119.72	119.20
2033	122.54	121.93	119.93	124.04	137.01	128.65	124.28	125.44	125.70	121.01	122.37	121.83
2034	124.90	124.28	122.25	126.44	139.66	131.13	126.68	127.86	128.12	123.35	124.73	124.18
2035	127.32	126.68	124.61	128.88	142.35	133.66	129.12	130.32	130.59	125.73	127.14	126.58
2036	129.42	128.77	126.67	131.00	144.70	135.87	131.26	132.48	132.75	127.80	129.24	128.67
2037	132.28	131.62	129.46	133.90	147.90	138.87	134.16	135.40	135.68	130.63	132.09	131.51
2038	134.83	134.16	131.96	136.48	150.75	141.55	136.74	138.02	138.30	133.15	134.64	134.05
2039	137.43	136.75	134.51	139.12	153.66	144.28	139.38	140.68	140.97	135.72	137.24	136.64
2040	139.70	139.01	136.73	141.41	156.20	146.67	141.69	143.00	143.30	137.96	139.51	138.89

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
2015	26.88	20.38	20.88	15.88	17.88	19.13	23.88	26.13	25.63	23.13	25.38	28.38
2016	27.21	26.14	23.47	18.69	16.80	13.58	23.28	27.89	25.66	27.45	28.12	30.26
2017	30.42	29.21	26.19	21.62	19.38	15.58	25.52	30.64	28.17	30.08	30.82	33.18
2018	32.75	31.44	28.18	22.35	20.04	16.11	27.95	33.58	30.86	33.04	33.86	36.47
2019	34.58	33.20	29.75	23.58	21.14	16.98	29.51	35.46	32.58	34.89	35.76	38.52
2020	74.05	74.35	76.18	74.70	70.70	70.98	71.32	72.70	73.76	75.21	74.98	75.50
2021	76.61	75.69	77.70	76.08	72.65	72.71	73.48	73.88	75.25	77.66	74.78	76.80
2022	77.70	77.31	79.96	77.27	73.68	74.12	75.90	74.74	76.69	79.10	76.00	78.21
2023	78.70	78.76	81.53	79.38	74.14	75.53	77.17	76.51	78.04	80.71	77.14	79.80
2024	79.35	79.42	83.14	79.16	74.55	77.78	76.40	76.83	78.61	81.03	79.55	80.29
2025	80.96	80.94	84.88	80.33	74.54	78.20	78.02	79.19	79.32	82.81	82.21	81.48
2026	81.35	82.42	85.28	80.89	75.34	79.31	79.11	79.94	79.12	83.91	82.41	82.47
2027	84.14	84.11	86.28	82.99	75.15	80.77	81.16	80.43	80.90	86.39	83.38	83.99
2028	85.29	86.01	88.97	85.07	74.43	82.57	82.76	81.19	82.83	87.06	84.33	86.62
2029	85.87	86.84	90.61	86.72	68.73	82.93	84.21	82.59	84.39	88.00	86.85	88.12
2030	87.21	88.28	92.46	86.89	68.43	83.64	84.98	85.17	84.95	89.66	88.91	89.94
2031	89.10	90.50	93.69	87.32	69.81	83.38	86.78	86.97	85.14	91.14	90.93	90.04
2032	90.57	92.00	95.23	88.76	70.97	84.75	88.21	88.41	86.54	92.64	92.44	91.53
2033	92.57	94.03	97.34	90.72	72.53	86.63	90.16	90.36	88.46	94.69	94.48	93.55
2034	94.36	95.84	99.22	92.47	73.93	88.30	91.90	92.10	90.16	96.52	96.30	95.36
2035	96.18	97.69	101.13	94.25	75.36	90.00	93.68	93.88	91.90	98.38	98.16	97.20
2036	97.77	99.31	102.80	95.81	76.61	91.49	95.22	95.43	93.42	100.00	99.78	98.80
2037	99.93	101.50	105.07	97.93	78.30	93.51	97.33	97.54	95.49	102.21	101.99	100.99
2038	101.86	103.46	107.10	99.82	79.81	95.31	99.20	99.42	97.33	104.19	103.95	102.93
2039	103.82	105.46	109.17	101.74	81.35	97.15	101.12	101.34	99.21	106.20	105.96	104.92
2040	105.54	107.20	110.97	103.42	82.69	98.76	102.79	103.02	100.85	107.95	107.71	106.65

SCHEDULE 201 (Continued)

WIND INTEGRATION

TABLE 7	
Wind Integration	
Year	Cost
2015	3.77
2016	3.84
2017	3.91
2018	3.99
2019	4.07
2020	4.15
2021	4.23
2022	4.31
2023	4.39
2024	4.47
2025	4.56
2026	4.65
2027	4.74
2028	4.83
2029	4.92
2030	5.02
2031	5.12
2032	5.21
2033	5.31
2034	5.42
2035	5.52
2036	5.63
2037	5.74
2038	5.85
2039	5.96
2040	6.08

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 (Concluded)**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_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), 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 through 2034.

Definition of Renewable Resource Sufficiency Period

This is the period from the current year through 2019.

Definition of Renewable Resource Deficiency Period

This is the period from 2020 through 2034.

SCHEDULE 201 (Continued)**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.