

February 13, 2012

***VIA ELECTRONIC FILING
AND OVERNIGHT DELIVERY***

Oregon Public Utility Commission
550 Capitol Street NE, Ste 215
Salem, OR 97301-2551

Attn: Filing Center

RE: PacifiCorp's Application for Approval of Avoided Costs Schedules in Compliance with Order No. 11-505

PacifiCorp d/b/a Pacific Power ("PacifiCorp or the Company") encloses for filing its Application for Approval of Avoided Cost Schedules in Compliance with Order No. 11-505. Accompanying the Application is the direct testimony and exhibits of Kelcey Brown and Bruce W. Griswold. A CD containing the workpapers is also provided.

The Company requests that all data requests on this matter be sent to the following:

By email (preferred): datarequest@pacificorp.com

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, Oregon 97232

Please contact Joelle Steward, Regulatory Manager, at (503) 813-5542 for questions on this matter.

Sincerely,


Andrea L. Kelly
Vice President, Regulation

Enclosure

Cc: Service List – UM 1396

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM _____

In the Matter of the Application of
PACIFICORP for an Order Approving
Avoided Cost Rates and Tariffs

**PACIFICORP'S APPLICATION FOR
APPROVAL OF AVOIDED COST
SCHEDULES IN COMPLIANCE WITH
ORDER NO. 11-505**

I. INTRODUCTION

1
2 Pursuant to Order No. 11-505 issued by the Public Utility Commission of Oregon
3 (Commission) on December 13, 2011 in Docket UM 1396 (UM 1396 Phase II Order),
4 PacifiCorp (the Company) submits this Application for Approval of Avoided Cost
5 Schedules in Compliance with Order No. 11-505 (Application). This filing was directed
6 in the ordering paragraph of the UM 1396 Phase II Order, which stated that within 60
7 days, PacifiCorp shall file an application with supporting testimony "setting forth
8 proposed rates and tariffs to effectuate the legal and policy decisions made in this order."

9 This Application is supported by the testimony and accompanying exhibits of
10 Company witnesses Ms. Kelcey Brown and Mr. Bruce W. Griswold. The Company
11 requests that the Commission find that the Company's analysis and procedures set forth
12 in the testimony, the proposed revisions to Schedules 37¹ and 38 attached to Mr.
13 Griswold's testimony as Exhibits PAC/201-PAC/204, and associated changes to the
14 Company's standard power purchase agreements (PPAs), all comply with the
15 Commission's UM 1396 Phase II Order.

II. BACKGROUND

16
17 The Commission opened Docket UM 1396 to establish a methodology for
18 determining resource sufficiency for purposes of calculating avoided cost payments to

¹ The Company has a separate request pending before the Commission to revise Schedule 37 in Docket UE 235. Resolution of that docket may result in further updates or changes to Schedule 37.

1 qualifying facilities (QFs) consistent with Commission policy and the Public Utility
2 Regulatory Policies Act (PURPA).² In Phase I of that proceeding, on December 22,
3 2010, the Commission issued Order No. 10-488 resolving some issues addressed in
4 comments in Phase I of the docket. In that order, the Commission found that:

- 5 • The Integrated Resource Planning (IRP) process is the appropriate venue
6 for addressing resource sufficiency;
- 7 • Where the utility's acknowledged IRP shows a range of on-line years for a
8 major resource, the earliest date in the range will set the date for resource
9 deficiency;
- 10 • Where the IRP and IRP action plan are partially acknowledged, the
11 resource sufficiency/deficiency demarcation will be made on a case-by-
12 case basis;
- 13 • The 100MW standard for major resources remains unchanged; and
- 14 • The current practice of updating avoided costs will remain unchanged,
15 with utilities filing their avoided costs every two years and 30 days after
16 an IRP order is issued, or for a "significant change."³

17 The Commission deferred to Phase II of that proceeding resolution of issues
18 related to avoided costs for renewable resources.⁴ The Commission received additional
19 opening and reply comments in Phase II of the docket. On December 13, 2011, the
20 Commission issued its UM 1396 Phase II Order, in which it made the following
21 findings:

² See *Re Public Utility Commission of Oregon Staff's Investigation Relating to Electric Utility Purchases from Qualifying Facilities*, Docket UM 1129, Order No. 06-538 at 54 (Sept. 20, 2006).

³ Order No. 10-488 at 8.

⁴ Order No. 10-488 at 9.

- 1 • Separate renewable avoided cost rates should be adopted for Portland
2 General Electric Company (PGE) and PacifiCorp;⁵
- 3 • During periods of renewable resource sufficiency, the avoided cost rate
4 will be based on market prices. During periods of renewable resource
5 deficiency, the rate will be based on the renewable avoided cost of the
6 next utility scale renewable resource acquisition in that utility's IRP. The
7 renewable resource QF will keep all associated Renewable Energy
8 Certificates (RECs) during periods of renewable resource sufficiency, but
9 will transfer those RECs to the purchasing utility during periods of
10 renewable resource deficiency;
- 11 • The IRP Action Plan should be used to identify when a renewable
12 resource acquisition could be avoided. Out-of-state renewable portfolio
13 standards should not be used to determine when a renewable resource can
14 be avoided;
- 15 • A renewable QF should have the option of choosing among the renewable
16 avoided cost stream and the standard avoided cost stream;
- 17 • A project is avoidable until a utility makes an irreversible commitment to
18 acquire it. An irreversible commitment occurs after the completion of the
19 RFP process and the execution of contracts or awarding of the project to
20 the utility to build for itself; and
- 21 • PGE and Pacific Power's renewable resource avoided cost rate compliance
22 filings will be the subject to evidentiary hearings, where parties will have
23 the opportunity to review the material, conduct discovery, and propose
24 changes.⁶

⁵ The Commission found that because Idaho Power Company (Idaho Power) is not fully subject to the Oregon renewable portfolio standard (RPS), no renewable resources avoided cost rate should be adopted for Idaho Power at this time.

⁶ Order No. 11-505 at 1-2.

1 This Application and supporting testimony and exhibits demonstrates how
2 PacifiCorp will effectuate these legal and policy decisions.

3 III. DISCUSSION

4 A. PacifiCorp's Proposed Revisions to Schedules 37 and 38, as Set Forth in the 5 Company's Testimony, Comply with the UM 1396 Phase II Order.

6 The testimony of Kelcey Brown explains the analysis and calculations
7 underlying the Company's proposed revisions to its avoided cost schedules, Schedules
8 37 and 38. In summary, based on the Company's 2011 IRP,⁷ the Company proposes a
9 renewable avoided cost rate with a sufficiency period through 2017, and a deficiency
10 period starting in 2018. The demarcation of the deficiency period is based on the next
11 utility scale renewable resource acquisition in the 2011 IRP Action Plan, which is a 300
12 MW Wyoming wind resource.

13 The Company also proposes to include integration costs in its standard and
14 renewable avoided cost rates for intermittent resources. The Company's wind
15 integration cost component was determined in the 2010 Wind Integration Study ("Wind
16 Study"), included in the 2011 IRP. The inclusion of an integration avoided cost
17 component is consistent with the Commission's adoption of a renewable avoided cost
18 rate and its express recognition of the usefulness of distinctions between base load and
19 intermittent QF resources in avoided cost rate options.⁸

20 In addition, Ms. Brown's testimony explains how this Application relates to the
21 Company's bi-annual filing to update its standard avoided costs, a filing which the
22 Company plans to make no later than March 4, 2012, pursuant to OAR 860-029-0080.
23 Ms. Brown also sets forth the Company's plan to later update the Schedule 37 standard

⁷ *Re. PacifiCorp 2011 Integrated Resource Plan*, Docket LC 52, PacifiCorp's 2011 Integrated Resource Plan (Mar. 31, 2011). The Company expects an acknowledgement order of its 2011 IRP prior to implementation of the revisions to Schedules 37 and 38 sponsored in this filing. Therefore, PacifiCorp has used the 2011 IRP as the basis for this filing even though the 2011 IRP is still pending before the Commission.

⁸ See Order No. 11-505 at 5.

1 avoided cost rate, along with the renewable avoided cost rate, in order to reflect any
2 changes in the Company's update to its load and resource balance in the 2011 All-
3 Source RFP proceeding (Docket UM 1540). This plan is consistent with the
4 Commission's finding that issues of avoidability "address the timing of a utility's
5 resource sufficiency."⁹

6 Mr. Griswold's testimony sponsors the revisions to the Company's avoided
7 costs schedules and standard PPAs necessary to implement the policies articulated in
8 the UM 1396 Phase II Order. The key change to Schedule 37 is the addition of the
9 Renewable Fixed Avoided Cost pricing option, available to all renewable QFs that
10 qualify under the Oregon Renewable Portfolio Standard.¹⁰ A second important change
11 is the addition of an integration charge for intermittent renewable QFs to the standard
12 and renewable avoided cost pricing options.

13 Communications regarding this filing should be addressed to:

14
15 Oregon Dockets
16 PacifiCorp
17 825 NE Multnomah, Suite 2000
18 Portland, OR 97232
19 Email: oregondockets@pacificorp.com

Mary Wiencke
Legal Counsel
PacifiCorp
825 NE Multnomah, Suite 1800
Portland, OR 97232
Telephone: (503) 813-5058
E-mail: mary.wiencke@pacificorp.com

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24 In addition, PacifiCorp requests that all data requests be sent to the following:

25
26 By email (preferred): datarequest@pacificorp.com

27
28 By regular mail: Data Request Response Center
29 PacifiCorp
30 825 NE Multnomah, Suite 2000
31 Portland, Oregon 97232

⁹ See Order No. 11-505 at 10.

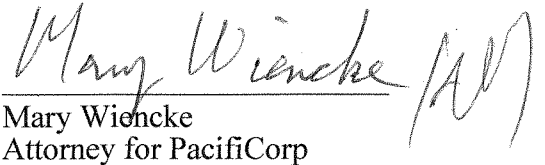
¹⁰ ORS 469A.010, 469A.020, and 469A.025.

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IV. CONCLUSION

PacifiCorp respectfully requests that the Commission issue an order approving the Company's proposed revisions to Schedules 37 and 38 and the associated changes to the Company's standard PPAs. PacifiCorp also requests that the Commission allow the Company to coordinate its standard avoided cost update with this filing as outlined in Ms. Brown's testimony, including the proposal to update Schedules 37 and 38 in the future to reflect changes in the Company's load and resource balance identified in the Company's 2011 All-Source RFP proceeding (Docket UM 1540).

DATED: February 13, 2012


Mary Wiencke
Attorney for PacifiCorp

PACIFICORP

Mary Wiencke
Pacific Power
Legal Counsel
825 NE Multnomah Street
Suite 1800
Portland, OR 97232-2135

CERTIFICATE OF SERVICE

I hereby certify that on this 13th of February, 2012, I caused to be served, via E-Mail and US Mail (to those parties who have not waived paper service), a true and correct copy of the foregoing document on the following named person(s) at his or her last-known address(es) indicated below.

Service List Docket No. UM-1396

Thomas H. Nelson (W)
Attorney at Law
P.O. Box 1211
Welches, OR 97067-1211
nelson@thnelson.com

Janet L. Prewitt (W)
Department of Justice
Natural Resources Section
1162 Court St NE
Salem, OR 97301-4096
Janet.prewitt@doj.state.or.us

Matt Krumenauer (W)
Oregon Department of Energy
625 Marion Street, NE
Salem, OR 97301
matt.krumenauer@state.or.us

Vijay A. Satyal (W)
Oregon Department of Energy
625 Marion Street, NE
Salem, OR 97301
Vijay.a.satyal@state.or.us

Will K. Carey (W)
Annala, Carey, Baker, et al, PC
P.O. Box 325
Hood River, OR 97031
wccarey@hoodriverattorneys.com

Robert Jenks (W)
Citizens' Utility Board of Oregon
610 SW Broadway, Suite 308
Portland, OR 97205
bob@oregoncub.org

G. Catriona McCracken (W)
Citizens' Utility Board of Oregon
610 SW Broadway, Suite 308
Portland, OR 97205
catriona@oregoncub.org

Paul R. Woodin (W)
Community Renewable Energy Association
1113 Kelly Ave.
The Dalles, OR 97058
pwoodin@communityrenewables.com

Irion Sanger (W)
Davison Van Cleve PC
333 SW Taylor, Suite 400
Portland, OR 97204
mail@dvcclaw.com

Elain Prause (W)
Energy Trust of Oregon
851 SW 6th Ave., Suite 1200
Portland, OR 97204
Elaine.prause@energytrust.org

John M. Volkman (W)
Energy Trust of Oregon
851 SW 6th Ave., Suite 1200
Portland, OR 97204
john.volkman@energytrust.org

Christa Bearry (W)
Idaho Power Company
PO Box 70
Boise, ID 83707-0070
cbearry@idahopower.com

Donovan E. Walker (W)
Idaho Power Company
PO Box 70
Boise, ID 83707-0070
dwalker@idahopower.com

Lisa F. Rackner (W)
McDowell & Rackner PC
520 SW 6th Ave Ste 830
Portland, OR 97201
dockets@mcd-law.com

Daren Anderson (W)
Northwest Energy Systems Company LLC
1800 NE 8th St., Suite 320
Bellevue, WA 98004-1600
da@thenescogroup.com

Ed Durrenberger (W)
Oregon Public Utility Commission
PO Box 2148
Salem, OR 97308-2148
Ed.durrenberger@state.or.us

Mary Wiencke (W)
Pacific Power
825 NE Multnomah Street, Suite 1800
Portland, OR 97232
mary.wiencke@pacificcorp.com

Oregon Dockets (W)
PacifiCorp DBA Pacific Power
825 NE Multnomah Street, Suite 2000
Portland, OR 97232
oregondockets@pacificcorp.com

Randall Dahlgren (W)
Portland General Electric
121 SW Salmon St 1WTC0702
Portland, OR 97204
Pge.opuc.filings@pgn.com

J. Richard George (W)
Portland General Electric
121 SW Salmon St 1WTC1301
Portland, OR 97204
Richard.george@pgn.com

Stephanie S. Andrus (W)
Department of Justice
1162 Court St. NE
Salem, OR 97301-4096
Stephanie.andrus@state.or.us

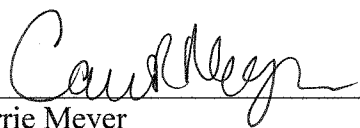
Donald W. Schoenbeck (W)
Regulatory & Cogeneration Services Inc.
900 Washington St., Suite 780
Vancouver, WA 98660-3455
Dws@r-c-s-inc.com

John Lowe (W)
Renewable Energy Coalition
12050 SW Tremont St.
Portland, OR 97225-5430
jravenesanmarcos@yahoo.com

Gregory M. Adams (W)
Richardson & O'Leary
P.O. Box 7218
Boise, ID 83702
greg@richardsonandoleary.com

Peter J. Richardson (W)
Richardson & O'Leary PLLC
P.O. Box 7218
Boise, ID 83707
peter@richardsonandoleary.com

David A. Lokting (W)
Stoll Berne
209 SW Oak Street, Suite 500
Portland, OR 97204
dlokting@stollberne.com


Carrie Meyer
Coordinator, Regulatory Operations

Docket No. UM-
Exhibit PAC/100
Witness: Kelcey Brown

**BEFORE THE PUBLIC UTILITY COMMISSION
OF THE STATE OF OREGON**

PACIFICORP

Direct Testimony of Kelcey Brown

February 2012

1 **Q. Please state your name, business address and present position with**
2 **PacifiCorp, dba Pacific Power (“the Company”).**

3 A. My name is Kelcey Brown and my business address is 825 NE Multnomah Street,
4 Suite 600, Portland, Oregon 97232. My present title is Lead/Senior Regulatory
5 Consultant.

6 **Qualifications**

7 **Q. Briefly describe your education and business experience.**

8 A. I have been employed by PacifiCorp since May 2011. Since that time I have
9 worked on net power costs, avoided cost proceedings, and the preparation of the
10 Company’s Federal Energy Regulatory Commission (“FERC”) transmission rate
11 case filing. Prior to joining PacifiCorp, I worked at the Public Utility
12 Commission of Oregon (“Commission”) from November 2007 through May
13 2011. During my time at the Commission I sponsored testimony in several
14 dockets involving net power costs, integrated resource planning, and various
15 revenue and policy issues. From 2003 through 2007 I worked as the Economic
16 Analyst for a telecommunications company, Blackfoot Telephone, where I was
17 responsible for revenue forecasts, resource acquisition analysis, pricing, and
18 regulatory support. I have a B.S. in Business Economics from the University of
19 Wyoming, which I received in 2001, and completed all course work towards a
20 Master’s degree in Economics from the University of Wyoming, which focused
21 primarily on regulatory economics.

1 **Overview of Testimony**

2 **Q. What is the purpose of your testimony?**

3 A. The purpose of my testimony is to provide information on how the Company
4 calculated its renewable avoided cost rate in compliance with Order No. 11-505
5 in Phase II of Docket UM 1396 (“UM 1396 Phase II Order”). In addition, I will
6 discuss the Company’s inclusion of integration costs associated with intermittent
7 resources in the renewable and standard avoided cost rates, and the Company’s
8 intention to later update the Schedule 37 standard avoided cost rate, along with
9 the renewable avoided cost rate, if the Company does not acquire or defers its
10 currently planned 2016 Combined Cycle Combustion Turbine (“CCCT”).

11 **Q. Is the Company presenting any additional witnesses in this proceeding?**

12 A. Yes. Mr. Bruce W. Griswold, Director of Short-Term Origination and
13 Qualifying Facility (“QF”) Contracts, presents the Company’s proposed revisions
14 to its avoided cost schedules (Schedules 37 and 38) and standard contracts.

15 **Background**

16 **Q. Please provide a brief background of Docket UM 1396 and the development
17 of the renewable avoided cost rate.**

18 A. The Commission originally opened Docket UM 1396 to establish a methodology
19 for determining resource sufficiency for purposes of calculating avoided cost
20 payments to qualifying facilities (“QFs”) under the Public Utility Regulatory
21 Policy Act of 1978 (“PURPA”). In Order No. 10-488 issued on December 22,
22 2010, the Commission found that the integrated resource plan (“IRP”) was the
23 appropriate venue for addressing resource sufficiency and deficiency, and made

1 additional findings related to the definition of a major resource, the demarcation
2 point of sufficiency and deficiency, and maintaining the current schedule of
3 updating avoided cost rates. In addition, the Commission outlined issues to be
4 addressed in Phase II of UM 1396 related to the calculation of avoided costs for
5 renewable resources.

6 **Q. What did the Commission decide in Phase II of UM 1396 with respect to the**
7 **calculation of avoided costs for renewable resources?**

8 A. In the UM 1396 Phase II Order, the Commission determined that:

- 9 • The Commission will adopt separate renewable avoided cost rates for
10 Portland General Electric (“PGE”) and PacifiCorp;
- 11 • During periods of renewable resource sufficiency, the rate will be based
12 on market prices. During periods of renewable resource deficiency, the
13 rate will be based on the renewable avoided cost of the next utility scale
14 renewable resource acquisition in that utility’s IRP. The renewable
15 resource QF will keep all associated Renewable Energy Certificates
16 (“RECs”) during periods of renewable resource sufficiency, but will
17 transfer those RECs to the purchasing utility during periods of renewable
18 resource deficiency;
- 19 • The Commission will use a company’s IRP Action Plan to identify when a
20 renewable resource acquisition could be avoided;
- 21 • A renewable QF will have the option of choosing among the renewable
22 avoided cost stream and the standard avoided cost stream;
- 23 • A project is avoidable until a utility makes an irreversible commitment to

1 acquire it. An irreversible commitment occurs after the completion of the
2 Request For Proposal (“RFP”) process and the execution of contracts or
3 awarding of the project to the utility to build for itself; and
4 • PGE and PacifiCorp will make renewable resource avoided cost rate
5 compliance filings, subject to evidentiary hearings, where parties will have
6 the opportunity to review the material, conduct discovery, and propose
7 changes.

8 **Q. Please summarize how the Company plans to revise its avoided cost**
9 **calculations to comply with the UM 1396 Phase II Order.**

10 A. Based on the Company’s 2011 IRP,¹ the Company proposes a renewable avoided
11 cost rate with a sufficiency period through 2017, and a deficiency period starting
12 in 2018. The demarcation of the deficiency period is based on the next utility
13 scale renewable resource acquisition in the 2011 IRP Action Plan, which is a 300
14 MW Wyoming wind resource. The Company has calculated a 20-year levelized
15 renewable avoided cost rate of \$52.51/megawatt-hour (“MWh”). This rate is
16 reflected in the proposed revisions to Schedule 37 included as exhibits to Mr.
17 Griswold’s testimony.

18 The Company also proposes to include integration costs in its standard and
19 renewable avoided cost rates for intermittent resources. The avoided cost
20 schedules included with this filing show an integration cost component of
21 \$9.70/MWh. The Company’s wind integration cost component was determined in

¹ *Re. PacifiCorp 2011 Integrated Resource Plan*, Docket LC 52, PacifiCorp’s 2011 Integrated Resource Plan (Mar. 31, 2011). The Company expects an acknowledgement order of its 2011 IRP prior to implementation of the revisions to Schedules 37 and 38 sponsored in this filing. Therefore, PacifiCorp has used the 2011 IRP as the basis for this filing even though the 2011 IRP is still pending before the Commission.

1 the 2010 Wind Integration Study (“Wind Study”), included in the 2011 IRP. The
2 inclusion of an integration avoided cost component is consistent with the
3 Commission’s adoption of a renewable avoided cost rate and its express
4 recognition of the usefulness of distinctions between base load and intermittent
5 QF resources in avoided cost rate options.²

6 **Q. Has the Company filed to update its standard avoided cost rate as a part of**
7 **this filing?**

8 A. No. Pursuant to OAR 860-029-0080, the Company plans to file an updated
9 standard avoided cost rate immediately after receiving an acknowledgement order
10 on the 2011 IRP from the Commission in Docket LC 52, or no later than March 4,
11 2012, which is two years from the date of the Company’s last Schedule 37
12 avoided cost update filing. Additionally, in order to reflect any changes
13 consistent with the Company’s update to its load and resource balance in the 2011
14 All-Source RFP proceeding (Docket UM 1540), the Company proposes to file
15 updated avoided costs reflecting changes to the demarcation point for the next
16 major avoidable resource, if necessary, at the conclusion, cancellation, or closure
17 of the 2011 All-Source RFP.

18 **Renewable Resource Avoided Cost Rate**

19 **Q. Has the Company developed a separate renewable resource avoided cost**
20 **rate?**

21 A. Yes. Consistent with the UM 1396 Phase II Order, the Company developed a
22 separate renewable resource avoided cost rate available to QFs that generate
23 qualifying electricity under Oregon’s renewable portfolio standard. The 20-year

² See Order No. 11-505 at p. 5.

1 levelized renewable Schedule 37 avoided cost rate included with this filing is
2 \$52.51/MWh. With the inclusion of integration costs, the price would be reduced
3 by \$9.70/MWh during the period of renewable sufficiency for a 20-year levelized
4 intermittent renewable Schedule 37 avoided cost price of \$48.11. I discuss the
5 inclusion of integration costs in detail below.

6 **Q. What sufficiency period is reflected in the Company's calculation?**

7 A. The renewable resource avoided cost rate reflects a sufficiency period through
8 2017 and a renewable resource deficiency period based on a utility scale
9 renewable resource acquisition identified in the Company's 2011 IRP Preferred
10 Portfolio.

11 **Q. Please describe the avoidable utility scale renewable resource used in your
12 calculation.**

13 A. The avoidable utility scale renewable resource used in the avoided cost
14 calculation was identified in the Company's 2011 IRP Preferred Portfolio as a 300
15 MW wind facility located in Wyoming.

16 **Q. Please describe how the Company calculated the renewable avoided cost rate
17 during the period of resource deficiency.**

18 A. For the period of resource deficiency, the Company used the capital costs
19 assumed in the 2011 IRP.³ For example, the total capital cost of the Wyoming
20 wind facility assumes a \$/kilowatt ("kW") of \$2,239.⁴ This capital cost amount,
21 plus fixed operation and maintenance costs are then used to calculate a

³ See PacifiCorp's 2011 IRP, at Page 117, Table 6.3.

⁴ *Id.* All figures from the 2011 IRP are reflected in 2010 real dollars. For the applicable start date of the deficiency period (2018) the Company escalated the 2011 IRP capital cost estimates using the official inflation forecast dated December 2011.

1 \$/megawatt-hour (“MWh”) based on the expected annual capacity factor (35
2 percent) of the Wyoming wind resource. Lastly, the Company utilized a Mid-C
3 market price weighting to develop an on-and-off peak deficiency period price.

4 **Q. Why does the Company reflect an on-and-off peak price during the period of**
5 **renewable deficiency?**

6 A. It is consistent with the standard avoided cost rates to reflect on-and-off peak
7 avoided cost prices during the period of deficiency.

8 **Q. During the period of renewable sufficiency did the Company calculate the**
9 **renewable avoided cost rate based on market prices?**

10 A. Yes. In the UM 1396 Phase II Order, the Commission found that during periods
11 of resource sufficiency, the rate should be based on market prices⁵ and under
12 Order No. 05-584⁶ in Docket UM 1129, when the Company is in a resource
13 sufficient position, avoided costs are to be valued based on monthly on- and -off
14 peak forward market prices as of the avoided cost filing.

15 **Q. How did the Company calculate market prices in the proposed renewable**
16 **avoided cost rate?**

17 A. The Company used its December 30, 2011 Official Forward Price Curve at the
18 Mid-Columbia (“Mid-C”) market hub to calculate market prices. The use of only
19 the Mid-C market hub is a refinement to the market price calculation done in past
20 avoided cost filings. Previously, the Company used a weighted average of the
21 Mid-C, Mona, California Oregon Border (“COB”), and Four Corners market
22 hubs, which was calculated using the Generation and Regulation Initiatives

⁵ Order No. 11-505 at p. 4.

⁶ Order No. 05-584 at pp. 27-28.

1 Decision (“GRID”) model based on modeled front office transactions at the four
2 hubs. The Company has simplified the approach to produce a more
3 straightforward and transparent calculation of the avoided market prices of an
4 Oregon QF. By making this refinement, Schedule 37 avoided cost prices no
5 longer require information from the GRID model.

6 **Integration Costs Associated with Intermittent Renewable QF Resources**

7 **Q. Does the renewable avoided cost price at the beginning of the renewable**
8 **deficiency period in 2018 reflect integration costs?**

9 A. No. Because the Company’s avoidable resource is a wind facility, the costs
10 associated with owning and operating a wind facility include the expectation that
11 the Company would incur wind integration costs during the deficiency period.
12 Therefore, an intermittent renewable QF that displaces the IRP wind facility does
13 not impose incremental integration charges during the deficiency period.

14 **Q. Does the Company include integration costs during the sufficiency period of**
15 **the renewable avoided cost rates for intermittent resources?**

16 A. Yes. During the period of renewable sufficiency, an intermittent renewable QF
17 does impose incremental integration costs because the Company does not plan to
18 build an intermittent facility until 2018. This approach is consistent with
19 excluding integration charges for an intermittent renewable QF during the
20 deficiency period.

21 **Q. Has the Company also added an integration charge for intermittent**
22 **renewable QF resources to its standard avoided cost rates?**

23 A. Yes. Regardless of whether the intermittent renewable QF chooses the standard

1 Schedule 37 rate or the renewable Schedule 37 rate, the Company is incurring the
2 costs of integration. Under the standard rate, the integration charge applies to the
3 entire price stream because the proxy resource is a natural gas CCCT and
4 integration charges are incremental in both the sufficiency and deficiency
5 periods.⁷

6 **Q. Was the inclusion of integration costs for intermittent renewable QFs**
7 **explicitly discussed in the UM 1396 Phase II Order?**

8 A. No. However, the Commission did distinguish between an intermittent and base
9 load renewable QF and further stated that this distinction should be recognized in
10 avoided cost rate options for renewable QFs.⁸ The Commission went on to state
11 that “a wind resource is intermittent and may not fairly represent the resource
12 value of a base load renewable resource.”⁹ The Company believes that these
13 findings, along with PURPA’s requirement that QF rates not exceed a utility’s
14 avoided costs, support inclusion of integration costs for intermittent renewable
15 QFs in the Company’s renewable and standard avoided cost rates.

16 **Q. If the renewable QF is a base load resource, will the Company reflect the**
17 **integration costs in the renewable or standard avoided cost rates?**

18 A. No.

19 **Q. Please describe the renewable technology types that would be considered an**
20 **intermittent renewable QF.**

21 A. The intermittent renewable QF technology types are wind and solar facilities. All

⁷ If an off-system intermittent renewable QF purchases integration services from a third-party transmission provider, such as the Bonneville Power Administration, the Company will not impose an integration cost component in either the renewable or standard Schedule 37 avoided cost rates.

⁸ Order No. 11-505, at Page p. 5.

⁹ *Id.*

1 other renewable QF technology types would be considered base load facilities.

2 **Q. Have you calculated illustrative prices for the various technology types under**
3 **the proposed standard and renewable avoided cost rates.**

4 A. Yes. Table 1 below illustrates the 20 year levelized prices under the currently
5 proposed standard and renewable avoided cost rates for four different technology
6 types: thermal, wind, solar, and hydro.

Table 1

Illustrative Schedule 37 Avoided Costs: 20 Yr Nominal Levelized (\$/MWH)

Resource Type	Capacity Factor	Standard		Renewable	
		Base-load	Intermittent	Base-load	Intermittent
Thermal	92%	\$60.77	n/a	\$55.63	n/a
Wind	34%	\$59.53	\$49.83	\$55.04	\$51.26
Solar	23%	\$68.04	\$58.34	\$59.05	\$55.27
Hydro	34%	\$60.76	n/a	\$55.62	n/a

7 **Standard Schedule 37 Update**

8 **Q. As previously mentioned, the Company plans to file to update its Schedule 37**
9 **standard avoided cost rates by March 4, 2012, consistent with OAR 860-029-**
10 **0080(3) and (8). Please explain why the Company is making a separate filing**
11 **to update its standard avoided cost rates.**

12 A. In the UM 1396 Phase II Order, the Commission indicated that it would consider
13 the renewable avoided cost filings in utility-specific evidentiary processes. This
14 process is not applicable to the Company's normal update to its standard avoided
15 costs. Instead, consistent with past practice, the Company plans to file this update

1 and seek a prompt effective date for the new standard avoided costs.¹⁰ The
2 Company will further update its standard avoided cost rates as necessary to
3 conform to the outcome of this proceeding.

4 **Q. For illustrative purposes, has the Company reflected its updated standard**
5 **avoided cost rates in this filing?**

6 A. Yes. This filing reflects the Company's new standard avoided cost rates based on
7 the load and resource balance and input assumptions in the Company's 2011 IRP
8 and the December 30, 2011 Official Forward Price Curve.

9 **Q. Does the Company also plan to update Schedule 37 at the conclusion of the**
10 **Company's 2011 All-Source RFP?**

11 A. Yes. The Company's 2011 IRP Revised Action Plan includes a provision that the
12 Company will update its load and resource balance in the 2011 All-Source RFP
13 proceeding (Docket UM 1540) before acquiring a new base load resource for
14 2016 through the RFP. With the Revised Action Plan language, and the
15 Company's commitment to look for all cost effective opportunities to defer the
16 2016 resource, it is consistent with Order No. 10-488¹¹ in Phase I of UM 1396 to
17 propose a demarcation point of 2016 for the deficiency period until and unless the
18 demarcation point changes. Therefore, the Company proposes that it be allowed
19 to file updated standard avoided costs reflecting changes to the demarcation point
20 for the next major avoidable resource, if necessary, at the conclusion,
21 cancellation, or closure of the 2011 All-Source RFP.

¹⁰ The Company's most recent update to its standard avoided costs, Advice No. 10-005, was filed on March 4, 2010, with an effective date of April 5, 2010.

¹¹ Order No. 10-488 found that for partially acknowledged plans or an acknowledged plan with a range of on-line years for the next major resource acquisition, the Commission directed that the utility offer its own proposal for the demarcation of resource sufficiency and deficiency.

1 **Q. Is the Company's proposal to update avoided costs at the conclusion of the**
2 **2011 All-Source RFP also consistent with the UM 1396 Phase II Order?**

3 A. Yes. The Commission determined that a project is avoidable until a utility makes
4 an irreversible commitment to acquire it. An irreversible commitment occurs
5 after the completion of the RFP process and the execution of contracts or
6 awarding of the project to the utility to build for itself.

7 **Q. If the Company updates Schedule 37 for its standard avoided cost rates at**
8 **the conclusion of the 2011 All-Source RFP, would the Company also update**
9 **renewable avoided cost rates at that time?**

10 A. Yes. The Company recommends that any future avoided cost filings reflect
11 consistent assumptions, methodologies and timing of updates in both the
12 renewable and standard avoided cost rates. It is important to reflect consistent
13 market price assumptions in both the standard and renewable Schedule 37 rates so
14 that the eligible renewable QF is making a choice between resource types and not
15 updated market price differences or other unrelated changes.

16 **Q. Does this conclude your direct testimony?**

17 A. Yes.

Docket No. UM-
Exhibit PAC/200
Witness: Bruce W. Griswold

**BEFORE THE PUBLIC UTILITY COMMISSION
OF THE STATE OF OREGON**

PACIFICORP

Direct Testimony of Bruce W. Griswold

February 2012

1 **Q. Please state your name, business address and present position with**
2 **PacifiCorp, dba Pacific Power (“the Company”).**

3 A. My name is Bruce W. Griswold. My business address is 825 NE Multnomah
4 Street, Suite 600, Portland, Oregon 97232. I am employed by PacifiCorp as
5 Director of Short-Term Origination and Qualifying Facility (“QF”) Contracts for
6 PacifiCorp Energy.

7 **Qualifications**

8 **Q. Briefly describe your education and business experience.**

9 A. I have a B.S. and M.S. degree in Agricultural Engineering from Montana State
10 University and Oregon State University, respectively. I have been employed by
11 PacifiCorp for over 25 years in various positions of responsibility in retail energy
12 services, engineering, marketing and wholesale energy services. I have also
13 worked in private industry and with an environmental firm as a project engineer.

14 My current responsibilities as Director of Short-term Origination and QF
15 Contracts include the negotiation and management of wholesale power supply and
16 resource acquisition through requests for proposals (“RFP”) as well as direct
17 responsibility for all PacifiCorp QF power purchase agreements. I have appeared
18 as a witness on behalf of PacifiCorp in multiple proceedings across its six state
19 jurisdictions.

20 **Purpose and Overview of Testimony**

21 **Q. What is the purpose of your testimony?**

22 A. The purpose of my testimony is to sponsor the major changes to Schedule 37,
23 “Avoided Cost Purchases from Qualifying Facilities of 10,000 kW or Less,” and

1 Schedule 38, “Avoided Cost Purchases from Qualifying Facilities Of Greater than
2 10,000 kW,” necessary to implement Order No.11-505 in Phase II of Docket UM
3 1396 (“UM 1396 Phase II Order”). The revised Schedules 37 and 38, marked and
4 unmarked for changes, are provided as Exhibits PAC/201- PAC/204. I also
5 sponsor the associated changes required to the Company’s standard QF power
6 purchase agreements (“PPAs”). A summary of the revised pages to these PPAs is
7 provided as Exhibit PAC/205 and a sample PPA is provided as Exhibit PAC/206.
8 Lastly, I explain minor updates to Schedule 37 with respect to the applicable
9 market index. PacifiCorp’s witness Ms. Kelcey Brown addresses the
10 methodology for determining the renewable resource avoided cost rates required
11 by the UM 1396 Phase II Order.

12 **Schedule 37**

13 **Q. Please describe the proposed changes to Schedule 37 required to implement**
14 **the UM 1396 Phase II Order.**

15 A. The UM 1396 Phase II Order provides a renewable resource QF the option to
16 select a renewable resource avoided cost price stream or a standard (non-
17 renewable) avoided cost price stream. The Company is proposing the following
18 changes to Schedule 37 to implement this Order:

- 19 • The Company adds definitions to Schedule 37 to differentiate renewable
20 resource QFs from standard QFs.
- 21 • The Company adds a new pricing option, “Renewable Fixed Avoided Cost
22 Prices,” to Schedule 37, so that the schedule now has a total of six different
23 pricing options.

- 1 • The Company adds provisions to pricing options for intermittent QFs
2 incorporating the Company's integration costs for intermittent renewable
3 resources.
- 4 • The Avoided Cost Price table in Schedule 37 is expanded to include the
5 Renewable Fixed Avoided Cost Prices as well as demarcation lines separating
6 the sufficiency and deficiency periods for both the standard and renewable
7 avoided costs.
- 8 • Clarifications are made on the Schedule 37 procedure for information to be
9 provided by the QF when requesting a draft PPA.

10 **Q. Please explain the terms of the Renewable Fixed Avoided Cost pricing**
11 **option.**

12 A. Under Commission Order No. 05-584 at 20 in Docket UM 1129, a QF may
13 receive a fixed price option for only the first 15 years of the contract term, with a
14 market price option available for the remaining term of the contract (up to five
15 years). Consistent with this policy, Renewable Fixed Avoided Cost Prices are
16 available for the first 15 years of a PPA. Prices after the first 15 years (up to 20
17 years) will be based on the Firm Market Indexed Avoided Cost Prices. The
18 Renewable Fixed Avoided Cost pricing option is available only to renewable QFs
19 that qualify under the Oregon Renewable Portfolio Standard.¹

20 **Q. Please explain the approach to integration charges in the changes to Schedule**
21 **37.**

22 A. As explained in the testimony of Ms. Brown, the Company has included

¹ ORS 469A.010, 469A.020, and 469A.025.

1 integration charges for intermittent renewable QF resources in the Renewable
2 Fixed Avoided Cost pricing option. The integration charge calculation for this
3 price option includes an integration charge during the sufficiency period, but
4 excludes the charge during the deficiency period (using a wind resource as the
5 proxy resource, integration charges are incremental in the sufficiency period, but
6 not in the deficiency period).

7 The Company has also included an integration charge in the standard
8 pricing options for intermittent renewable QF resources. The calculation for these
9 pricing options includes an integration charge for the entire price stream (using a
10 natural gas plant as the proxy resource, integration charges are incremental
11 irrespective of resource sufficiency). Prices for a base load renewable QF
12 resource do not reflect integration charges under either the renewable or standard
13 pricing streams.

14 **Q. How has renewable energy certificate (“REC”) ownership changed under**
15 **Schedule 37?**

16 A. Consistent with the UM 1396 Phase II Order, under the renewable QF resource
17 pricing options, the QF will retain the ownership of the RECs during the
18 sufficiency period and will transfer RECs to PacifiCorp on January 1st of the first
19 year of the deficiency period through the remaining term of the PPA. A QF that
20 requests the standard pricing options will continue to retain the RECs for the
21 entire term of the PPA, consistent with current Commission policy.

1 **Q. Has PacifiCorp changed the process that a proposed QF would follow under**
2 **Schedule 37?**

3 A. No. All QFs will still follow the process and steps outlined in Schedule 37 as
4 described in the tariff. The only change is that the QF will have additional pricing
5 options to consider in their decision to request a PPA.

6 **Q. Are there other changes you are proposing in Schedule 37?**

7 A. Yes. The Company is updating Schedule 37 to incorporate a change to the
8 applicable market index. This change is necessary because the applicable market
9 index has not changed since the Company's July 2007 avoided cost filing and
10 therefore is in need of an update.

11 The first update is a change in the index used for the Market Index pricing
12 options. Under current Schedule 37, the Dow Jones Market Index is identified for
13 the Firm Market Index Avoided Cost Price and Non-firm Market Index Avoided
14 Cost Price. The Company proposes to switch to the Intercontinental Exchange
15 ("ICE") Market Index which is the Company's power market index for its trading
16 business, as well as the industry standard for power market trading across the
17 United States. The ICE index is free to the public and prices may be viewed at no
18 charge at: www.theice.com. PacifiCorp is no longer using the Dow Jones index
19 for its trading business as of December 31, 2009. As such, the Company has not
20 renewed its business license for the Dow Jones index and no longer can access the
21 index. The Company has already notified all its existing firm and non-firm QF
22 PPAs in Oregon of the change in indices and all are now using the ICE Market
23 Index.

1 In addition, while the ICE Market Index is widely used throughout the
2 industry for firm market prices, ICE does not publish a non-firm market index
3 price at the current time. To accommodate non-firm avoided cost price requests,
4 the Company proposes to use 93 percent of the firm day-ahead ICE market index
5 price. The seven percent discount in the firm market price accounts for the cost of
6 PacifiCorp supplying reserves to firm the power purchased from QFs at non-firm
7 prices.

8 **Schedule 38**

9 **Q. Please describe Schedule 38 and the Company's proposed changes.**

10 A. Schedule 38 outlines the steps, timelines and milestones for a large QF (greater
11 than 10,000 kW) to request pricing specific to their PURPA project and
12 subsequently request and negotiate a PPA. Schedule 38 uses the Schedule 37
13 renewable and standard avoided pricing options as the starting point for
14 calculating the avoided cost price stream for a larger QF. As such, all the choices
15 afforded to the QF under Schedule 37 regarding selection of the renewable or
16 standard avoided price options are also available to the Schedule 38 QF. Minimal
17 changes to the schedule are necessary but the Company has added references to
18 the UM 1368 Phase II Order and a requirement for the energy profile of the
19 proposed project to be provided along with the other general project information.
20 The energy profile is used to show how the project differs from the proxy in order
21 to calculate the indicative pricing. This information is already typically provided
22 with the project information.

1 **Q. Has the ownership of RECs changed under Schedule 38?**

2 A. Yes, depending upon the pricing option selected by the renewable QF. Consistent
3 with the UM 1396 Phase II Order, under the Renewable Resource Fixed Avoided
4 Cost pricing option, the renewable QF will retain the ownership of the RECs
5 during the sufficiency period and will transfer RECs to PacifiCorp on January 1st
6 of the first year of the deficiency period through the remaining term of the PPA.
7 A renewable QF that requests the standard pricing option will retain the RECs for
8 the term of the PPA consistent with current Commission policy.

9 **Q. Does the process that a proposed QF would follow under Schedule 38 change
10 under the revisions to the schedule sponsored in your testimony?**

11 A. No. All QFs will still follow the process and steps outlined in Schedule 38. The
12 only change is that a QF will have additional pricing options to consider in their
13 decision to request a PPA.

14 **Power Purchase Agreements**

15 **Q. Is the Company proposing a new PPA for a renewable QF resource under
16 Schedule 37?**

17 A. Yes. The Company proposes to prepare one additional PPA to address the
18 intermittent renewable QFs that are not directly interconnected to PacifiCorp's
19 electrical system delivering power to PacifiCorp through a third party
20 transmission provider. This new PPA will be in addition to the Company's
21 current five Schedule 37 PPA templates that have been approved by the
22 Commission and posted on the Company website. To accommodate the
23 renewable and standard pricing options proposed for Schedule 37, the Company

1 proposes minimal modification to the current PPA templates in order to comply
2 with the UM 1396 Phase II Order.

3 **Q. What is the proposed allowable PPA term for the renewable and the non-**
4 **renewable QF resources?**

5 A. PacifiCorp does not propose to make any changes to the allowed contract term of
6 the power purchase agreement under Schedule 37 or Schedule 38. As noted
7 above, under Commission Order No. 05-584 at 20, a QF may receive a fixed
8 price option for only the first 15 years of the contract term, with a market price
9 option available for the remaining term of the contract (up to five years).

10 **Q. Please describe how the current PPAs under Schedule 37 are applicable to**
11 **renewable resource QFs.**

12 A. The Company's five PPAs posted on the website to be used in conjunction with
13 Schedule 37 are:

- 14 1. Power Purchase Agreement for New QFs less than 10,000 kW – This PPA
15 is to be used with non-renewable QFs as well as base load renewable QFs.
- 16 2. Power Purchase Agreement for Existing QFs less than 10,000 kW – This
17 PPA is used with existing non-renewable and base load renewable QFs
18 that are seeking a new PPA because their current PPA will expire.
- 19 3. Power Purchase Agreement for Off-System QFs less than 10,000 kW –
20 This PPA is used for all non-renewable and base load renewable QFs not
21 directly interconnected to PacifiCorp's electrical system delivering power
22 to PacifiCorp through a third party transmission provider.

1 4. Power Purchase Agreement for Intermittent Renewable QF Resources (i.e.
2 Wind) less than 10,000 KW – This PPA is used for all intermittent
3 renewable QF resources.

4 5. Non-firm Power Purchase Agreement for QFs less than 10,000 KW – This
5 PPA is used for the non-renewable and renewable QF that is delivering
6 power on a non-firm basis, generally applicable to those projects that may
7 be self-supplying site load first and selling excess to PacifiCorp.

8 Each of the PPAs has been modified to incorporate the Pricing Options, REC
9 ownership and other changes in the revised Schedule 37 as outlined in my
10 testimony above. Exhibit PAC/205 is a table that summarizes the changes to be
11 made to each of the PPA templates. Exhibit PAC/206 is a marked version of the
12 Power Purchase Agreement for New QFs less than 10,000 kW to show the full
13 PPA with changes as an example.

14 **Q. How will PPAs change under Schedule 38 to comply with the UM 1396 Phase**
15 **II Order?**

16 A. There will be only minor changes to Schedule 38 PPAs. PacifiCorp's Schedule
17 38 PPA is a negotiated PPA with a QF greater than 10,000 kW. The PPA
18 complies with previous Commission orders but has flexibility to address
19 individual QF operational issues. The REC ownership under the renewable
20 resource pricing options will use the same terms and conditions as the Schedule
21 37 PPAs described above.

22 **Q. Does this conclude your direct testimony?**

23 A. Yes.

Docket No. UM-
Exhibit PAC/201
Witness: Bruce W. Griswold

**BEFORE THE PUBLIC UTILITY COMMISSION
OF THE STATE OF OREGON**

PACIFICORP

**Exhibit Accompanying Direct Testimony of Bruce W. Griswold
Proposed Changes to Schedule 37 - Redline**

February 2012

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

Available

To owners of Qualifying Facilities making sales of electricity to the Company in the State of Oregon.

Applicable

For power purchased from Qualifying Facilities with a nameplate capacity of 10,000 kW or less or that, 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, has a nameplate capacity of 10,000 kW or less. Owners of these Qualifying Facilities will be required to enter into a written power sales contract with the Company.

Definitions

Cogeneration Facility

A facility which produces electric energy together with steam or other form of useful energy (such as heat) which are used for industrial, commercial, heating or cooling purposes through the sequential use of energy.

Qualifying Facilities

Qualifying cogeneration facilities or qualifying small power production facilities within the meaning of section 201 and 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA), 16 U.S.C. 796 and 824a-3.

Qualifying Electricity

Electricity that meets the requirements of "qualifying electricity" set forth in the Oregon Renewable Portfolio Standards: ORS 469A.010, 469A.020, and 469A.025.

Renewable Qualifying Facility

A Qualifying Facility that generates Qualifying Electricity

Intermittent Renewable Qualifying Facility

A Renewable Qualifying Facility that generates Qualifying Electricity using wind energy, solar photovoltaic energy, or solar thermal energy.

Baseload Renewable Qualifying Facility

A Renewable Qualifying Facility that generates Qualifying Electricity as defined in ORS 469A.010 using geothermal energy, the biomass energy byproduct sources identified in ORS 469A.025(2); or the hydro sources identified in ORS 469A.025(4) and (5).

Small Power Production Facility

A facility which produces electric energy using as a primary energy source biomass, waste, renewable resources or any combination thereof and has a power production capacity which, together with other facilities located at the same site, is not greater than 80 megawatts.

On-Peak Hours or Peak Hours

On-peak hours are defined as 6:00 a.m. to 10:00 p.m. Pacific Prevailing Time Monday through Saturday, excluding NERC holidays.

Due to the expansions of Daylight Saving Time (DST) as adopted under Section 110 of the U.S. Energy Policy Act of 2005, the time periods shown above will begin and end one hour later for

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pg 2

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

~~the period between the second Sunday in March and the first Sunday in April and for the period between the last Sunday in October and the first Sunday in November.~~

Off-Peak Hours

~~All hours other than On-Peak.~~

West Side Gas Market Index

~~The monthly indexed gas price shall be the average of the price indexes published by Platts in "Inside FERC's Gas Market Report" monthly price report for Northwest Pipeline Corp., Rock Mountains, Northwest Pipeline Corp., Canadian Border, and Rockies/Northwest Stanfield, OR.~~

Excess Output

~~Excess output shall mean any increment of Net Output delivered at a rate, on an hourly basis, exceeding the Facility Nameplate Capacity. PacifiCorp shall pay Seller the Off-peak Price as described and calculated under pricing option 5 for all Excess Output.~~

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

Definitions (continued)

On-Peak Hours or Peak Hours (continued)

the period between the second Sunday in March and the first Sunday in April and for the period between the last Sunday in October and the first Sunday in November.

Off-Peak Hours

All hours other than On-Peak.

West Side Gas Market Index

The monthly indexed gas price shall be the average of the price indexes published by Platts in "Inside FERC's Gas Market Report" monthly price report for Northwest Pipeline Corp. Rock Mountains, Northwest Pipeline Corp. Canadian Border, and Rockies/Northwest Stanfield, OR.

Excess Output

Excess output shall mean any increment of Net Output delivered at a rate, on an hourly basis, exceeding the Facility Nameplate Capacity. PacifiCorp shall pay Seller the Off-peak Price as described and calculated under pricing option 5 for all Excess Output.

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Same Site

Generating facilities are considered to be located at the same site as the QF for which qualification for the standard rates and standard contract 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 the standard rates and standard contract is sought.

Person(s) or Affiliated Person(s)

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. 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. 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. A unit of Oregon local government may also be a "passive investor" 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.

Shared Interconnection and Infrastructure

QFs otherwise meeting the separate ownership test and thereby qualified for entitlement to the standard rates and standard contract 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 the standard rates and standard contract so long as the use of the shared interconnection complies with the interconnecting utility's safety and reliability standards, interconnection contract requirements and Prudent Electrical Practices as that term is defined in the interconnecting utility's approved standard contract.

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pg 3

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

~~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 the standard rates and standard contract. Any dispute concerning a QF's entitlement to the standard rates and standard contract shall be presented to the Commission for resolution.~~

~~Self Supply Option~~

~~Owner shall elect to sell all Net Output to PacifiCorp and purchase its full electric requirements from PacifiCorp or sell Net Output surplus to its needs at the Facility site to PacifiCorp and purchase partial electric requirements service from PacifiCorp, in accordance with the terms and conditions of the power purchase agreement and the appropriate retail service.~~

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

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 the standard rates and standard contract. Any dispute concerning a QF's entitlement to the standard rates and standard contract shall be presented to the Commission for resolution.

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pg. 2

Self Supply Option

Owner shall elect to sell all Net Output to PacifiCorp and purchase its full electric requirements from PacifiCorp or sell Net Output surplus to its needs at the Facility site to PacifiCorp and purchase partial electric requirements service from PacifiCorp, in accordance with the terms and conditions of the power purchase agreement and the appropriate retail service.

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Pricing Options

1. Standard Fixed Avoided Cost Prices

Prices are fixed at the time that the contract is signed by both the Qualifying Facility and the Company and will not change during the term of the contract. Standard 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 the Firm Market Indexed, the Banded Gas Market Indexed or the Gas Market Indexed Avoided Cost pricing option. The Standard Fixed Avoided Cost pricing option is available to all Qualifying Facilities. The Standard Fixed Avoided Cost Price for Intermittent Renewable Qualifying Facilities will reflect integration costs for the sufficiency period, as set forth on page 5.

2. Renewable Fixed Avoided Cost Prices

Prices are fixed at the time that the contract is signed by both the Renewable Qualifying Facility and the Company and will not change during the term of the contract. Renewable 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 the Firm Market Indexed Avoided Cost pricing. The Renewable Fixed Avoided Cost pricing option is available only to Renewable Qualifying Facilities. A Renewable Qualifying Facility choosing the Renewable Fixed Avoided Cost pricing option must cede all Renewable Energy Certificates generated by the facility to the Company during the deficiency period, as set forth on page 5.

3. Gas Market Indexed Avoided Cost Prices

Fixed prices apply during the resource sufficiency period (2012~~0~~ through 2015~~3~~), thereafter a portion of avoided cost prices are indexed to actual monthly West Side Gas Market Index prices. The remaining portion of avoided cost prices will be fixed at the time that the contract is signed by both the Qualifying Facility and the Company and will not change during the term of the contract. Prices are available for a term of up to 20 years. The Gas Market Indexed Avoided Cost pricing option is not available to Intermittent Renewable Qualifying Facilities under the Option 2 for years beyond fixed price period.

4. Banded Gas Market Indexed Avoided Cost Prices

Fixed prices apply during the resource sufficiency period (2010 through 2013), thereafter a portion of avoided cost prices are indexed to actual monthly West Side Gas Market Index prices. The remaining portion of avoided cost prices will be fixed at the time that the contract is signed by both the Qualifying Facility and the Company and will not change during the term of the

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pg 4

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

~~contract. The gas indexed portion of the avoided cost prices are banded to limit the amount that prices can vary with changes in gas prices. Prices are available for a term of up to 20 years.~~

~~**4. Firm Market Indexed Avoided Cost Prices**~~

~~Firm market index avoided cost prices are available to Qualifying Facilities that contract to deliver firm power. Monthly on-peak / off-peak prices paid are a blending of Dow Jones Index Firm day-ahead Mid-Columbia, California Oregon Border (COB), Four Corners and Palo Verde on-peak and off-peak prices. The monthly blending matrix is available upon request.~~

~~**5. Non-firm Market Index Avoided Cost Prices**~~

~~Non-firm market index avoided cost prices are available to Qualifying Facilities that do not elect to provide firm power. Qualifying Facilities taking this option will have contracts that do not include minimum delivery requirements, default damages for construction delay, for under delivery or early termination, or default security for these purposes. Monthly On-Peak / Off-Peak prices paid are a blending of Dow Jones Index Non-firm day-ahead Mid-Columbia, California Oregon Border (COB), Four Corners and Palo Verde on-peak and off-peak prices. The monthly blending matrix is available upon request.~~

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

Pricing Options (continued)

4. Banded Gas Market Indexed Avoided Cost Prices (continued)

contract. The gas indexed portion of the avoided cost prices are banded to limit the amount that prices can vary with changes in gas prices. Prices are available for a term of up to 20 years. The Banded Gas Market Indexed Avoided Cost pricing option is not available to Intermittent Renewable Qualifying Facilities for Option 2 for years beyond fixed price period.

5. Firm Market Indexed Avoided Cost Prices

Firm market index avoided cost prices are available to Qualifying Facilities that contract to deliver firm power. Monthly on-peak / off-peak prices paid are the market index price for day-ahead firm energy at Mid-Columbia, as published in Intercontinental Exchange (ICE) Day Ahead Power Price Report, for the On-Peak and Off-Peak periods. The Firm Market Indexed Avoided Cost pricing option is available to all Qualifying Facilities. The Firm Market Indexed Avoided Cost Price for Intermittent Renewable Qualifying Facilities will reflect integration costs for the sufficiency period, as set forth on page 5.

6. Non-firm Market Index Avoided Cost Prices

Non-Firm market index avoided cost prices are available to Qualifying Facilities that do not elect to provide firm power. Qualifying Facilities taking this option will have contracts that do not include minimum delivery requirements, default damages for construction delay, for under delivery or early termination, or default security for these purposes. Monthly on-peak / off-peak non-firm prices paid are 93 percent of the market index price for day-ahead firm energy at Mid-Columbia, as published in Intercontinental Exchange (ICE) Day Ahead Power Price Report, for the On-Peak and Off-Peak periods. The Non-firm Market Indexed Avoided Cost pricing option is available to all Qualifying Facilities. The Non-firm Market Indexed Avoided Cost Price for Intermittent Renewable Qualifying Facilities will reflect integration costs for the sufficiency period, as set forth on page 5.

Monthly Payments

A Qualifying Facility shall select the option of payment at the time of signing the contract under ~~one of three~~ the Pricing Options as specified above. Once an option is selected the option will remain in effect for the duration of the Facility's contract.

Renewable or Standard Fixed Avoided Cost Prices

In accordance with the terms of a contract with a Qualifying Facility, the Company shall pay for all separately metered kilowatt-hours of On-Peak and Off-Peak generation at the ~~renewable or standard~~ fixed prices as provided in this tariff. The definition of On-Peak and Off-Peak is as defined in the definitions section of this tariff.

Gas Market Indexed Avoided Cost Prices

In accordance with the terms of a contract with a Qualifying Facility, the Company shall pay for all separately metered kilowatt-hours of On-Peak and Off-Peak generation at On-Peak and Off-Peak prices calculated each month.

To calculate the Off-Peak price, multiply the West Side Gas Market Index price in \$/MMBtu by ~~0.696745~~ to get actual gas price in cents/kWh. The Off-Peak Energy Adder is added to the actual gas price to get the Off-Peak Price.

The On-Peak price is the Off-Peak price plus the On-Peak Capacity Adder.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

~~**Banded Gas Indexed Avoided Cost Prices**~~

~~In accordance with the terms of a contract with a Qualifying Facility, the Company shall pay for all separately metered kilowatt-hours of On-Peak and Off-Peak generation at On-Peak and Off-Peak prices calculated each month.~~

~~To calculate the Off-Peak price, multiply the West Side Gas Market Index price in \$/MMBtu by 0.715 to get actual gas price in cents/kWh. This price is banded such that the actual gas price shall be no lower than the Gas Market Index Floor nor greater than the Gas Market Index Ceiling as listed in the price section of this tariff. The Off-Peak Energy Adder is added to the actual gas price to get the Off-Peak Price.~~

~~The On-Peak price is the Off-Peak price plus the On-Peak Capacity Adder.~~

~~**Firm Market Indexed and Non-firm Market Index Avoided Cost Prices**~~

~~In accordance with the terms of a contract with a Qualifying Facility, the Company shall pay for all separately metered kilowatt-hours of On-Peak and Off-Peak generation at the market prices calculated at the time of delivery. The definition of On-Peak and Off-Peak is as defined in the definitions section of this tariff.~~

(continued)

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Monthly Payments (continued)
Banded Gas Indexed Avoided Cost Prices

In accordance with the terms of a contract with a Qualifying Facility, the Company shall pay for all separately metered kilowatt-hours of On-Peak and Off-Peak generation at On-Peak and Off-Peak prices calculated each month.

To calculate the Off-Peak price, multiply the West Side Gas Market Index price in \$/MMBtu by 0.696 to get actual gas price in cents/kWh. This price is banded such that the actual gas price shall be no lower than the Gas Market Index Floor nor greater than the Gas Market Index Ceiling as listed in the price section of this tariff. The Off-Peak Energy Adder is added to the actual gas price to get the Off-Peak Price.

The On-Peak price is the Off-Peak price plus the On-Peak Capacity Adder.

Firm Market Indexed and Non-firm Market Index Avoided Cost Prices

In accordance with the terms of a contract with a Qualifying Facility, the Company shall pay for all separately metered kilowatt-hours of On-Peak and Off-Peak generation at the market prices calculated at the time of delivery. The definition of On-Peak and Off-Peak is as defined in the definitions section of this tariff.

Avoided Cost Prices
Pricing Option 1 – Fixed Avoided cost Prices ¢/kWh (1)

Deliveries During Calendar Year	On-Peak Energy Price	Off-Peak Energy Price
	(a)	(b)
20122010	2,945.42	3,952.26
20132011	3,615.51	2,674.21
20142012	3,935.87	2,974.36
20152013	4,266.44	3,144.50
20162014	6,707.96	3,936.10
20172015	6,998.46	4,176.27
20182016	7,348.39	4,476.46
20192017	7,688.60	4,766.65
20202018	7,658.87	4,686.87
20212019	7,948.76	4,926.74
20222020	8,408.85	5,326.79
20232021	8,669.33	5,527.23
20242022	8,649.84	5,457.70
20252023	8,879.33	5,617.45
20262024	9,179.03	5,866.81
20272025	9,459.47	6,087.22
20282026	9,699.65	6,257.36
20292027	9,909.68	6,407.35
20302028	10,0510.04	6,477.67

(1) The avoided cost price for intermittent resources will be reduced in each year by an integration fee of \$9.70/MWh (0.97 ¢/kWh).

Note: Solid line indicates the demarcation point between the sufficiency period and the deficiency period for purposes of calculating avoided cost prices.

(continued)

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Avoided Cost Prices
Pricing Option 2 -- Renewable Avoided Cost Prices c/kWh

<u>Deliveries</u> <u>During</u> <u>Calendar</u> <u>Year</u>	<u>Base Load Resource</u>		<u>Intermittent Resource (1)</u>	
	<u>On-Peak</u> <u>Energy</u> <u>Price</u>	<u>Off-Peak</u> <u>Energy</u> <u>Price</u>	<u>On-Peak</u> <u>Energy</u> <u>Price</u>	<u>Off-Peak</u> <u>Energy</u> <u>Price</u>
<u>2012</u>	<u>2.94</u>	<u>2.26</u>	<u>1.97</u>	<u>1.29</u>
<u>2013</u>	<u>3.61</u>	<u>2.67</u>	<u>2.64</u>	<u>1.70</u>
<u>2014</u>	<u>3.93</u>	<u>2.97</u>	<u>2.96</u>	<u>2.00</u>
<u>2015</u>	<u>4.26</u>	<u>3.14</u>	<u>3.29</u>	<u>2.17</u>
<u>2016</u>	<u>4.61</u>	<u>3.33</u>	<u>3.64</u>	<u>2.36</u>
<u>2017</u>	<u>4.96</u>	<u>3.51</u>	<u>3.99</u>	<u>2.54</u>
<u>2018</u>	<u>6.83</u>	<u>5.09</u>	<u>6.83</u>	<u>5.09</u>
<u>2019</u>	<u>6.85</u>	<u>5.31</u>	<u>6.85</u>	<u>5.31</u>
<u>2020</u>	<u>6.95</u>	<u>5.41</u>	<u>6.95</u>	<u>5.41</u>
<u>2021</u>	<u>6.90</u>	<u>5.74</u>	<u>6.90</u>	<u>5.74</u>
<u>2022</u>	<u>7.02</u>	<u>5.85</u>	<u>7.02</u>	<u>5.85</u>
<u>2023</u>	<u>7.14</u>	<u>5.97</u>	<u>7.14</u>	<u>5.97</u>
<u>2024</u>	<u>7.25</u>	<u>6.10</u>	<u>7.25</u>	<u>6.10</u>
<u>2025</u>	<u>7.37</u>	<u>6.22</u>	<u>7.37</u>	<u>6.22</u>
<u>2026</u>	<u>7.49</u>	<u>6.34</u>	<u>7.49</u>	<u>6.34</u>
<u>2027</u>	<u>7.61</u>	<u>6.49</u>	<u>7.61</u>	<u>6.49</u>
<u>2028</u>	<u>7.76</u>	<u>6.61</u>	<u>7.76</u>	<u>6.61</u>
<u>2029</u>	<u>7.88</u>	<u>6.77</u>	<u>7.88</u>	<u>6.77</u>
<u>2030</u>	<u>8.02</u>	<u>6.91</u>	<u>8.02</u>	<u>6.91</u>

(1) During the renewable sufficiency period of 2012-2017, the avoided cost price for intermittent resources is reduced in each year by an integration fee of \$9.70/MWh (0.97 c/kWh).

Note: Solid line indicates the demarcation point between the sufficiency period and the deficiency period for purposes of calculating avoided cost prices and for determining Renewable Energy Credit ownership under the Renewable Fixed Avoided Cost pricing option.

Note: Renewable Qualifying Facilities choosing the Renewable Fixed Avoided Cost pricing option must cede Renewable Energy Certificates to the Company during the deficiency period.

(continued)

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Avoided Cost Prices (Continued)
Pricing Option 32 – Gas Market Indexed Avoided Cost Prices c/kWh (4)

Deliveries During Calendar Year	Fixed Prices		Gas Market Index		Forecast West Side Gas Market Index Price (2) \$/MMBtu	Estimated Prices (3)	
	On-Peak Energy Price	Off-Peak Energy Price	On-Peak Capacity Adder (1)	Off-Peak Energy Adder		On-Peak Energy Price	Off-Peak Energy Price
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
			Avoided Firm Capacity Costs / (0.876 * 0.690.4% * 57%)	Total Avoided Energy Costs - ((e) * 0.690.745)		(g) + (c)	((e) * 0.690.745) + (d)
2010 2010	5.122.94	3.952.26					
2011 2011	5.513.61	4.212.67					
2012 2012	5.873.93	4.362.97					
2013 2013	6.144.26	4.593.14					
			Market Based Prices 2012 through 2013				
2014			1.862.77	0.691.38	\$4.666.61	6.707.96	3.936.40
2015			1.892.82	0.721.40	\$4.956.81	6.998.16	4.176.27
2016			2.871.92	0.721.41	\$5.387.07	7.348.39	4.476.46
2017			2.931.96	0.731.41	\$5.797.32	7.688.60	4.766.65
2018			2.981.99	0.741.44	\$5.667.60	7.658.87	4.686.87
2019			3.032.03	0.751.45	\$5.987.40	7.948.76	4.926.74
2020			3.082.06	0.771.47	\$6.537.44	8.408.85	5.326.70
2021			3.142.10	0.801.53	\$6.787.07	8.669.33	5.527.23
2022			2.143.20	0.811.59	\$6.668.55	8.649.84	5.457.70
2023			3.252.18	0.831.51	\$6.877.89	8.879.33	5.617.15
2024			3.312.24	0.841.45	\$7.217.50	9.179.03	5.866.81
2025			3.372.25	0.871.51	\$7.497.98	9.469.47	6.087.22
2026			3.442.29	0.901.52	\$7.698.17	9.699.65	6.257.36
2027			3.502.33	0.941.57	\$7.858.08	9.909.68	6.407.35
2028			3.572.37	0.961.64	\$7.928.43	10.0510.04	6.477.67
2029			3.642.42	0.961.71	\$8.068.83	10.2110.43	6.578.92
2030			3.712.46	0.981.78	\$8.219.15	10.4110.78	6.708.32
2031			3.782.50	0.991.81	\$8.379.32	10.6010.98	6.828.48
2032			3.862.55	1.021.84	\$8.539.49	10.8211.17	6.968.62

(1) Avoided Firm Capacity Costs are equal to the fixed costs of a SCCT as identified in the Company's 2011 IRP.

(2) A heat rate of 0.690.745 is used to adjust gas prices from \$/MMBtu to c/kWh

(3) Estimated avoided cost prices based upon forecast West Side Gas Market Index prices.
 Actual prices will be calculated each month using actual index gas prices.

(4) The avoided cost price for intermittent resources will be reduced in each year by an integration fee of \$9.70/MWh.

(continued)

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Avoided Cost Prices (Continued)
Pricing Option 43 – Banded Gas Market Indexed Avoided Cost Prices c/kWh (A)

Deliveries During Calendar Year	Fixed Prices		Banded Gas Market Index				Forecast West Side Gas Market Index Price (2) \$/MMBtu	Estimated Prices (3)	
	On-Peak Energy Price	Off-Peak Energy Price	On-Peak Capacity Adder (1)	Off-Peak Energy Adder	Gas Market Index			On-Peak Energy Price	Off-Peak Energy Price
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
			Avoided Firm Capacity Costs / (0.876 * 99.4666% * 57%)	Total Avoided Energy Costs - ((e) * 0.7450,696)	(g) * 0.745 0.696 * 90%	(g) * 0.7450,696 * 110%		(i) + (c)	MIN(MAX((g) * 0.7450,69) , (e)) , (f) + (d)
2012 2011	2,945.4 2	2,263.9 5							
2013 2011	3,615.5 4	2,674.2 4							
2014 2011	3,935.8 2	2,974.3 7							
2015 2011	4,266.4 3	3,144.5 0							
2016 2011								6,707.9	3,936.4
2017 2011			2,774.86	0.694.38	2,924.25	3,575.20	\$4,666.64	6	0
2018 2011			2,824.89	0.724.40	3,104.38	3,795.36	\$4,956.84	6	7
2019 2011			2,874.92	0.724.44	3,374.55	4,125.56	\$5,387.07	7,348.3	4,476.4
2020 2011			2,934.96	0.734.44	3,634.74	4,435.76	\$5,797.32	0	6
2021 2011			2,984.99	4,440.74	3,554.89	4,335.98	\$5,667.60	7,688.6	4,766.6
2022 2011			2,984.99	4,440.74	3,554.89	4,335.98	\$5,667.60	7,658.8	4,686.8
2023 2011			3,032.03	0.754.45	3,754.76	4,585.82	\$5,987.40	7,948.7	4,926.7
2024 2011			3,082.06	0.774.47	4,094.79	5,005.85	\$6,537.44	7,948.7	4,926.7
2025 2011			3,082.06	0.774.47	4,094.79	5,005.85	\$6,537.44	8,408.8	5,326.7
2026 2011			3,142.10	0.804.53	4,256.13	5,196.27	\$6,787.97	8,408.8	5,326.7
2027 2011			3,202.14	0.814.59	4,176.50	5,106.72	\$6,668.55	8,669.3	5,527.2
2028 2011			3,202.14	0.814.59	4,176.50	5,106.72	\$6,668.55	8,649.8	5,457.7
2029 2011			3,252.18	0.834.54	4,305.08	5,266.24	\$6,877.89	8,649.8	5,457.7
2030 2011			3,252.18	0.834.54	4,305.08	5,266.24	\$6,877.89	8,879.3	5,617.4
2031 2011			3,312.21	0.844.45	4,524.83	5,525.90	\$7,217.50	9,179.0	5,866.8
2032 2011			3,312.21	0.844.45	4,524.83	5,525.90	\$7,217.50	9,469.4	6,087.2
2033 2011			3,372.25	0.874.51	4,695.14	5,736.28	\$7,497.98	9,469.4	6,087.2
2034 2011			3,442.29	0.904.52	4,825.26	5,896.43	\$7,698.17	7	2
2035 2011			3,442.29	0.904.52	4,825.26	5,896.43	\$7,698.17	9,699.6	6,257.3

(continued)

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**

							5	6
<u>2020</u>	<u>202</u>						<u>9.689.9</u>	<u>7.356.4</u>
	<u>7</u>	<u>2.333.50</u>	<u>0.941.57</u>	<u>4.925.20</u>	<u>6.016.36</u>	<u>\$7.858.08</u>	<u>0</u>	<u>0</u>
<u>2030</u>	<u>202</u>						<u>10.041</u>	<u>6.477.6</u>
	<u>8</u>	<u>3.572.37</u>	<u>0.961.64</u>	<u>4.965.42</u>	<u>6.066.63</u>	<u>\$7.928.43</u>	<u>0.05</u>	<u>7</u>
<u>2031</u>	<u>202</u>						<u>10.211</u>	<u>6.578.0</u>
	<u>9</u>	<u>3.642.42</u>	<u>0.961.71</u>	<u>5.055.68</u>	<u>6.176.94</u>	<u>\$8.068.83</u>	<u>0.43</u>	<u>2</u>
<u>2032</u>	<u>203</u>						<u>10.411</u>	<u>6.708.3</u>
	<u>0</u>	<u>3.712.46</u>	<u>0.981.78</u>	<u>5.145.80</u>	<u>6.297.20</u>	<u>\$8.219.15</u>	<u>0.78</u>	<u>2</u>
<u>2033</u>	<u>203</u>						<u>10.601</u>	<u>6.828.4</u>
	<u>1</u>	<u>3.782.50</u>	<u>0.991.81</u>	<u>5.246.00</u>	<u>6.417.33</u>	<u>\$8.379.32</u>	<u>0.98</u>	<u>8</u>
<u>2034</u>	<u>203</u>						<u>10.821</u>	<u>6.968.6</u>
	<u>2</u>	<u>3.862.55</u>	<u>1.021.84</u>	<u>5.346.11</u>	<u>6.537.46</u>	<u>\$8.539.40</u>	<u>1.17</u>	<u>2</u>

(1) Avoided Firm Capacity Costs are equal to the fixed costs of a SCCT as identified in the Company's 2011 IRP.

(2) A heat rate of 0.695745 is used to adjust gas prices from \$/MMBtu to c/kWh

(3) Estimated avoided cost prices based upon forecast West Side Gas Market Index prices.

Actual prices will be calculated each month using actual index gas prices.

(4) The avoided cost price for intermittent resources will be reduced in each year by an integration fee of \$9.70/MWh.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

Example of Gas Pricing Options available to the Qualifying Facility

An example of the two gas pricing options using different assumed gas prices is provided at the end of this tariff.

Qualifying Facilities Contracting Procedure

Interconnection and power purchase agreements are handled by different functions within the Company. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's transmission function (PacifiCorp Transmission Services) while power purchase agreements are handled by the Company's merchant function (PacifiCorp Commercial and Trading).

It is recommended that the owner initiate its request for interconnection 18 months ahead of the anticipated in-service date to allow time for studies, negotiation of agreements, engineering, procurement, and construction of the required interconnection facilities. Early application for interconnection will help ensure that necessary interconnection arrangements proceed in a timely manner on a parallel track with negotiation of the power purchase agreement.

1. Qualifying Facilities up to 10,000 kW

APPLICATION: To owners of existing or proposed QFs with a design capacity less than or equal to 10,000 kW who desire to make sales to the Company in the state of Oregon. Such owners will be required to enter into a written power purchase agreement with the Company pursuant to the procedures set forth below.

I. Process for Completing a Power Purchase Agreement

A. Communications

Unless otherwise directed by the Company, all communications to the Company regarding QF power purchase agreements should be directed in writing as follows:

PacifiCorp
Manager-QF Contracts
825 NE Multnomah St, Suite 600
Portland, Oregon 97232

The Company will respond to all such communications in a timely manner. If the Company is unable to respond on the basis of incomplete or missing information from the QF owner, the Company shall indicate what additional information is required. Thereafter, the Company will respond in a timely manner following receipt of all required information.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

B. Procedures

1. The Company's approved generic or standard form power purchase agreements may be obtained from the Company's website at www.pacificorp.com, or if the owner is unable to obtain it from the website, the Company will send a copy within seven days of a written request.

2. In order to obtain a project specific draft power purchase agreement the owner must provide in writing to the Company, general project information required for the completion of a power purchase agreement, including, but not limited to:
 - (a) demonstration of ability to obtain QF status;
 - (b) design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system;
 - (c) generation technology and other related technology applicable to the site;
 - (d) proposed site location;
 - (e) schedule of monthly power deliveries;
 - (f) calculation or determination of minimum and maximum annual deliveries;
 - (g) motive force or fuel plan;
 - (h) proposed commercial operation on-line date, interconnection completion date, and other significant dates required to complete the milestones;
 - (i) proposed contract term and pricing provisions as defined in this tariff (i.e., standard fixed price, renewable fixed price, gas, deadband, gas indexed);
 - (j) status of interconnection or transmission arrangements;
 - (k) point of delivery or interconnection;

3. The Company shall provide a draft power purchase agreement when all information described in Paragraph 2 above has been received in writing from the QF owner and verified by Company personnel. Within 15 business days following receipt of all information required in Paragraph 2, the Company will provide the owner with a draft power purchase agreement including current standard avoided cost prices and/or other optional pricing mechanisms as approved by the Oregon Public Utilities Commission in this Schedule 37.

4. If the owner desires to proceed with the power purchase agreement after reviewing the Company's draft power purchase agreement, it may request in writing that the Company prepare a final draft power purchase agreement. In connection with such request, the owner 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 power purchase agreement. Within 15 business days following receipt of all information requested by the Company in this paragraph 4, the Company will provide the owner with a final draft power purchase agreement.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

B. Procedures (continued)

5. After reviewing the final draft power purchase agreement, the owner may either prepare another set of written comments and proposals or approve the final draft power purchase agreement. If the owner prepares written comments and proposals the Company will respond in 15 business days to those comments and proposals.

6. When both parties are in full agreement as to all terms and conditions of the draft power purchase agreement, the Company will prepare and forward to the owner within 15 business days, a final executable version of the agreement. Following the Company's execution a completely executed copy will be returned to the owner. Prices and other terms and conditions in the power purchase agreement will not be final and binding until the power purchase agreement has been executed by both parties.

II. Process for Negotiating Interconnection Agreements

[NOTE: Section II applies only to QFs connecting directly to PacifiCorp's electrical system. An off-system QF should contact its local utility or transmission provider to determine the interconnection requirements and wheeling arrangement necessary to move the power to PacifiCorp's system.]

In addition to negotiating a power purchase agreement, QFs intending to make sales to the Company are also required to enter into an interconnection agreement that governs the physical interconnection of the project to the Company's transmission or distribution system. The Company's obligation to make purchases from a QF is conditioned upon the QF completing all necessary interconnection arrangements. It is recommended that the owner initiate its request for interconnection 18 months ahead of the anticipated in-service date to help ensure that necessary interconnection arrangements proceed in a timely manner on a parallel track with negotiation of the power purchase agreement.

Because of functional separation requirements mandated by the Federal Energy Regulatory Commission, interconnection and power purchase agreements are handled by different functions within the Company. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's transmission function (including but not limited to PacifiCorp Transmission Services) while power purchase agreements are handled by the Company's merchant function (including but not limited to PacifiCorp's Commercial and Trading Group).

(continued)

AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS

II. Process for Negotiating Interconnection Agreements (continued)

A. Communications

Initial communications regarding interconnection agreements should be directed to the Company in writing as follows:

PacifiCorp
Director – Transmission Services
825 NE Multnomah St, Suite 1600
Portland, Oregon 97232

Based on the project size and other characteristics, the Company will direct the QF owner to the appropriate individual within the Company's transmission function who will be responsible for negotiating the interconnection agreement with the QF owner. Thereafter, the QF owner should direct all communications regarding interconnection agreements to the designated individual, with a copy of any written communications to the address set forth above.

B. Procedures

Generally, the interconnection process involves (1) initiating a request for interconnection, (2) undertaking studies to determine the system impacts associated with the interconnection and the design, cost, and schedules for constructing any necessary interconnection facilities, and (3) executing an interconnection agreement to address facility construction, testing, acceptance, ownership, operation and maintenance issues. Consistent with PURPA and Oregon Public Utility Commission regulations, the owner is responsible for all interconnection costs assessed by the Company on a nondiscriminatory basis. For interconnections impacting the Company's Transmission and Distribution System, the Company will process the interconnection application through PacifiCorp Transmission Services.

(continued)

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Banded Gas Market Index

Year	Prices Listed in the Tariff				Example using assumed Gas Prices						Compared to Fixed Prices	
	On-Peak Capacity Adder	Off-Peak Energy Adder	Gas Market Index		Assumed Gas Price \$/MMBtu	Actual Energy Price	Fuel Index		Price Paid to QF		Off-Peak Price	On-Peak Price
			Floor 90%	Ceiling 110%			Floor / Ceiling Component	Type of Price	Off-Peak Price	On-Peak Price		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	
2016	2.77	0.69	2.92	3.57	\$2.00	1.39	2.92	Floor	3.61	6.38	3.93	6.70
					\$4.00	2.78	2.92	Floor	3.61	6.38		
					\$5.00	3.48	3.48	Actual	4.17	6.94		
					\$7.00	4.87	3.57	Ceiling	4.26	7.03		
					\$10.00	6.96	3.57	Ceiling	4.26	7.03		

Gas Market Method

Year	Prices Listed in the Tariff				Example using assumed Gas Prices						Compared to Fixed Prices	
	On-Peak Capacity Adder	Off-Peak Energy Adder	Fuel Index		Assumed Gas Price \$/MMBtu	Actual Energy Price	Fuel Index		Price Paid to QF		Off-Peak Price	On-Peak Price
			Floor 90%	Ceiling 110%			Floor / Ceiling Component	Type of Price	Off-Peak Price	On-Peak Price		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	
2016	2.77	0.69	Not Relevant		\$2.00	1.39	Not Relevant		2.08	4.85	3.93	6.70
					\$4.00	2.78			3.47	6.24		
					\$5.00	3.48	Not Relevant		4.17	6.94		
					\$7.00	4.87			5.56	8.33		
					\$10.00	6.96			7.65	10.42		

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Example of Gas Pricing Options given Assumed Gas Prices ¢/kWh
Banded Gas Market Index

Year	Prices Listed in the Tariff				Example using assumed Gas Prices						Compared to Fixed Prices	
	On-Peak Capacity Adder	Off-Peak Energy Adder	Gas Market Index		Assumed Gas Price \$/MMBtu	Actual Energy Price	Fuel Index		Price Paid to QF		Off-Peak Price	On-Peak Price
			Floor 90%	Ceiling 110%			Floor / Ceiling Component	Type of Price	Off-Peak Price	On-Peak Price		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	
					(e) x 0.715				(b) + (g)	(a) + (i)		
2014	1.86	1.38	4.25	5.20	\$3.00	2.15	4.25	Floor	5.63	7.49	6.10	7.96
					\$5.00	3.58	4.25	Floor	5.63	7.49		
					\$7.00	5.01	5.01	Actual	6.39	8.25		
					\$9.00	6.44	5.20	Ceiling	6.58	8.44		
					\$12.00	8.58	5.20	Ceiling	6.58	8.44		

Gas Market Method

Year	Prices Listed in the Tariff				Example using assumed Gas Prices						Compared to Fixed Prices	
	On-Peak Capacity Adder	Off-Peak Energy Adder	Fuel Index		Assumed Gas Price \$/MMBtu	Actual Energy Price	Fuel Index		Price Paid to QF		Off-Peak Price	On-Peak Price
			Floor 90%	Ceiling 110%			Floor / Ceiling Component	Type of Price	Off-Peak Price	On-Peak Price		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	
					(e) x 0.715				(b) + (f)	(a) + (i)		
2014	1.86	1.38	Not Relevant		\$3.00	2.15			3.53	5.39	6.10	7.96
					\$5.00	3.58			4.96	6.82		
					\$7.00	5.01	Not Relevant		6.39	8.25		
					\$9.00	6.44			7.82	9.68		
					\$12.00	8.58			9.96	11.82		

Docket No. UM-
Exhibit PAC/202
Witness: Bruce W. Griswold

**BEFORE THE PUBLIC UTILITY COMMISSION
OF THE STATE OF OREGON**

PACIFICORP

Exhibit Accompanying Direct Testimony of Bruce W. Griswold

Proposed Changes to Schedule 37 - Clean

February 2012

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

Available

To owners of Qualifying Facilities making sales of electricity to the Company in the State of Oregon.

Applicable

For power purchased from Qualifying Facilities with a nameplate capacity of 10,000 kW or less or that, 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, has a nameplate capacity of 10,000 kW or less. Owners of these Qualifying Facilities will be required to enter into a written power sales contract with the Company.

Definitions

Cogeneration Facility

A facility which produces electric energy together with steam or other form of useful energy (such as heat) which are used for industrial, commercial, heating or cooling purposes through the sequential use of energy.

Qualifying Facilities

Qualifying cogeneration facilities or qualifying small power production facilities within the meaning of section 201 and 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA), 16 U.S.C. 796 and 824a-3.

Qualifying Electricity

Electricity that meets the requirements of "qualifying electricity" set forth in the Oregon Renewable Portfolio Standards: ORS 469A.010, 469A.020, and 469A.025.

Renewable Qualifying Facility

A Qualifying Facility that generates Qualifying Electricity

Intermittent Renewable Qualifying Facility

A Renewable Qualifying Facility that generates Qualifying Electricity using wind energy, solar photovoltaic energy, or solar thermal energy.

Baseload Renewable Qualifying Facility

A Renewable Qualifying Facility that generates Qualifying Electricity as defined in ORS.469A.010 using geothermal energy, the biomass energy byproduct sources identified in ORS 469A.025(2); or the hydro sources identified in ORS 469A.025(4) and (5).

Small Power Production Facility

A facility which produces electric energy using as a primary energy source biomass, waste, renewable resources or any combination thereof and has a power production capacity which, together with other facilities located at the same site, is not greater than 80 megawatts.

On-Peak Hours or Peak Hours

On-peak hours are defined as 6:00 a.m. to 10:00 p.m. Pacific Prevailing Time Monday through Saturday, excluding NERC holidays.

Due to the expansions of Daylight Saving Time (DST) as adopted under Section 110 of the U.S. Energy Policy Act of 2005, the time periods shown above will begin and end one hour later for

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

Definitions (continued)

On-Peak Hours or Peak Hours (continued)

the period between the second Sunday in March and the first Sunday in April and for the period between the last Sunday in October and the first Sunday in November.

Off-Peak Hours

All hours other than On-Peak.

West Side Gas Market Index

The monthly indexed gas price shall be the average of the price indexes published by Platts in "Inside FERC's Gas Market Report" monthly price report for Northwest Pipeline Corp. Rock Mountains, Northwest Pipeline Corp. Canadian Border, and Rockies/Northwest Stanfield, OR.

Excess Output

Excess output shall mean any increment of Net Output delivered at a rate, on an hourly basis, exceeding the Facility Nameplate Capacity. PacifiCorp shall pay Seller the Off-peak Price as described and calculated under pricing option 5 for all Excess Output.

Same Site

Generating facilities are considered to be located at the same site as the QF for which qualification for the standard rates and standard contract 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 the standard rates and standard contract is sought.

Person(s) or Affiliated Person(s)

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. 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. 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. A unit of Oregon local government may also be a "passive investor" 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.

Shared Interconnection and Infrastructure

QFs otherwise meeting the separate ownership test and thereby qualified for entitlement to the standard rates and standard contract 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 the standard rates and standard contract so long as the use of the shared interconnection complies with the interconnecting utility's safety and reliability standards, interconnection contract requirements and Prudent Electrical Practices as that term is defined in the interconnecting utility's approved standard contract.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

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 the standard rates and standard contract. Any dispute concerning a QF's entitlement to the standard rates and standard contract shall be presented to the Commission for resolution.

Self Supply Option

Owner shall elect to sell all Net Output to PacifiCorp and purchase its full electric requirements from PacifiCorp or sell Net Output surplus to its needs at the Facility site to PacifiCorp and purchase partial electric requirements service from PacifiCorp, in accordance with the terms and conditions of the power purchase agreement and the appropriate retail service.

Pricing Options

1. Standard Fixed Avoided Cost Prices

Prices are fixed at the time that the contract is signed by both the Qualifying Facility and the Company and will not change during the term of the contract. Standard 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 the Firm Market Indexed, the Banded Gas Market Indexed or the Gas Market Indexed Avoided Cost pricing option. The Standard Fixed Avoided Cost pricing option is available to all Qualifying Facilities. The Standard Fixed Avoided Cost Price for Intermittent Renewable Qualifying Facilities will reflect integration costs for the sufficiency period, as set forth on page 5.

2. Renewable Fixed Avoided Cost Prices

Prices are fixed at the time that the contract is signed by both the Renewable Qualifying Facility and the Company and will not change during the term of the contract. Renewable 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 the Firm Market Indexed Avoided Cost pricing. The Renewable Fixed Avoided Cost pricing option is available only to Renewable Qualifying Facilities. A Renewable Qualifying Facility choosing the Renewable Fixed Avoided Cost pricing option must cede all Renewable Energy Certificates generated by the facility to the Company during the deficiency period, as set forth on page 5.

3. Gas Market Indexed Avoided Cost Prices

Fixed prices apply during the resource sufficiency period (2012 through 2015), thereafter a portion of avoided cost prices are indexed to actual monthly West Side Gas Market Index prices. The remaining portion of avoided cost prices will be fixed at the time that the contract is signed by both the Qualifying Facility and the Company and will not change during the term of the contract. Prices are available for a term of up to 20 years. The Gas Market Indexed Avoided Cost pricing option is not available to Intermittent Renewable Qualifying Facilities under the Option 2 for years beyond fixed price period.

4. Banded Gas Market Indexed Avoided Cost Prices

Fixed prices apply during the resource sufficiency period (2010 through 2013), thereafter a portion of avoided cost prices are indexed to actual monthly West Side Gas Market Index prices. The remaining portion of avoided cost prices will be fixed at the time that the contract is signed by both the Qualifying Facility and the Company and will not change during the term of the

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

Pricing Options (continued)

4. Banded Gas Market Indexed Avoided Cost Prices (continued)

contract. The gas indexed portion of the avoided cost prices are banded to limit the amount that prices can vary with changes in gas prices. Prices are available for a term of up to 20 years. The Banded Gas Market Indexed Avoided Cost pricing option is not available to Intermittent Renewable Qualifying Facilities for Option 2 for years beyond fixed price period.

5. Firm Market Indexed Avoided Cost Prices

Firm market index avoided cost prices are available to Qualifying Facilities that contract to deliver firm power. Monthly on-peak / off-peak prices paid are the market index price for day-ahead firm energy at Mid-Columbia, as published in Intercontinental Exchange (ICE) Day Ahead Power Price Report, for the On-Peak and Off-Peak periods. The Firm Market Indexed Avoided Cost pricing option is available to all Qualifying Facilities. The Firm Market Indexed Avoided Cost Price for Intermittent Renewable Qualifying Facilities will reflect integration costs for the sufficiency period, as set forth on page 5.

6. Non-firm Market Index Avoided Cost Prices

Non- Firm market index avoided cost prices are available to Qualifying Facilities that do not elect to provide firm power. Qualifying Facilities taking this option will have contracts that do not include minimum delivery requirements, default damages for construction delay, for under delivery or early termination, or default security for these purposes. Monthly on-peak / off-peak non-firm prices paid are 93 percent of the market index price for day-ahead firm energy at Mid-Columbia, as published in Intercontinental Exchange (ICE) Day Ahead Power Price Report, for the On-Peak and Off-Peak periods. The Non-firm Market Indexed Avoided Cost pricing option is available to all Qualifying Facilities. The Non-firm Market Indexed Avoided Cost Price for Intermittent Renewable Qualifying Facilities will reflect integration costs for the sufficiency period, as set forth on page 5.

Monthly Payments

A Qualifying Facility shall select the option of payment at the time of signing the contract under the Pricing Options as specified above. Once an option is selected the option will remain in effect for the duration of the Facility's contract.

Renewable or Standard Fixed Avoided Cost Prices

In accordance with the terms of a contract with a Qualifying Facility, the Company shall pay for all separately metered kilowatt-hours of On-Peak and Off-Peak generation at the renewable or standard fixed prices as provided in this tariff. The definition of On-Peak and Off-Peak is as defined in the definitions section of this tariff.

Gas Market Indexed Avoided Cost Prices

In accordance with the terms of a contract with a Qualifying Facility, the Company shall pay for all separately metered kilowatt-hours of On-Peak and Off-Peak generation at On-Peak and Off-Peak prices calculated each month.

To calculate the Off-Peak price, multiply the West Side Gas Market Index price in \$/MMBtu by 0.696 to get actual gas price in cents/kWh. The Off-Peak Energy Adder is added to the actual gas price to get the Off-Peak Price.

The On-Peak price is the Off-Peak price plus the On-Peak Capacity Adder.

(continued)

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Monthly Payments (continued)
Banded Gas Indexed Avoided Cost Prices

In accordance with the terms of a contract with a Qualifying Facility, the Company shall pay for all separately metered kilowatt-hours of On-Peak and Off-Peak generation at On-Peak and Off-Peak prices calculated each month.

To calculate the Off-Peak price, multiply the West Side Gas Market Index price in \$/MMBtu by 0.696 to get actual gas price in cents/kWh. This price is banded such that the actual gas price shall be no lower than the Gas Market Index Floor nor greater than the Gas Market Index Ceiling as listed in the price section of this tariff. The Off-Peak Energy Adder is added to the actual gas price to get the Off-Peak Price.

The On-Peak price is the Off-Peak price plus the On-Peak Capacity Adder.

Firm Market Indexed and Non-firm Market Index Avoided Cost Prices

In accordance with the terms of a contract with a Qualifying Facility, the Company shall pay for all separately metered kilowatt-hours of On-Peak and Off-Peak generation at the market prices calculated at the time of delivery. The definition of On-Peak and Off-Peak is as defined in the definitions section of this tariff.

Avoided Cost Prices
Pricing Option 1 – Fixed Avoided cost Prices ¢/kWh (1)

Deliveries During Calendar Year	On-Peak Energy Price	Off-Peak Energy Price
	(a)	(b)
2012	2.94	2.26
2013	3.61	2.67
2014	3.93	2.97
2015	4.26	3.14
2016	6.70	3.93
2017	6.99	4.17
2018	7.34	4.47
2019	7.68	4.76
2020	7.65	4.68
2021	7.94	4.92
2022	8.40	5.32
2023	8.66	5.52
2024	8.64	5.45
2025	8.87	5.61
2026	9.17	5.86
2027	9.46	6.08
2028	9.69	6.25
2029	9.90	6.40
2030	10.05	6.47

(1) The avoided cost price for intermittent resources will be reduced in each year by an integration fee of \$9.70/MWh (0.97 ¢/kWh).

Note: Solid line indicates the demarcation point between the sufficiency period and the deficiency period for purposes of calculating avoided cost prices.

(continued)

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Avoided Cost Prices
Pricing Option 2 – Renewable Avoided Cost Prices ¢/kWh

Deliveries During Calendar Year	Base Load Resource		Intermittent Resource (1)	
	On-Peak Energy Price	Off-Peak Energy Price	On-Peak Energy Price	Off-Peak Energy Price
2012	2.94	2.26	1.97	1.29
2013	3.61	2.67	2.64	1.70
2014	3.93	2.97	2.96	2.00
2015	4.26	3.14	3.29	2.17
2016	4.61	3.33	3.64	2.36
2017	4.96	3.51	3.99	2.54
2018	6.83	5.09	6.83	5.09
2019	6.85	5.31	6.85	5.31
2020	6.95	5.41	6.95	5.41
2021	6.90	5.74	6.90	5.74
2022	7.02	5.85	7.02	5.85
2023	7.14	5.97	7.14	5.97
2024	7.25	6.10	7.25	6.10
2025	7.37	6.22	7.37	6.22
2026	7.49	6.34	7.49	6.34
2027	7.61	6.49	7.61	6.49
2028	7.76	6.61	7.76	6.61
2029	7.88	6.77	7.88	6.77
2030	8.02	6.91	8.02	6.91

- (1) During the renewable sufficiency period of 2012-2017, the avoided cost price for intermittent resources is reduced in each year by an integration fee of \$9.70/MWh (0.97 ¢/kWh).

Note: Solid line indicates the demarcation point between the sufficiency period and the deficiency period for purposes of calculating avoided cost prices and for determining Renewable Energy Credit ownership under the Renewable Fixed Avoided Cost pricing option.

Note: Renewable Qualifying Facilities choosing the Renewable Fixed Avoided Cost pricing option must cede Renewable Energy Certificates to the Company during the deficiency period.

(continued)

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Avoided Cost Prices (Continued)
Pricing Option 3 – Gas Market Indexed Avoided Cost Prices ¢/kWh (4)

Deliveries During Calendar Year	Fixed Prices		Gas Market Index		Forecast West Side Gas Market Index Price (2) \$/MMBtu	Estimated Prices (3)	
	On-Peak Energy Price (a)	Off-Peak Energy Price (b)	On-Peak Capacity Adder (1) (c) Avoided Firm Capacity Costs / (0.876 * 88.6% * 57%)	Off-Peak Energy Adder (d) Total Avoided Energy Costs - ((e) *0.696)		On- Peak Energy Price (f) (g) + (c)	Off-Peak Energy Price (g) ((e) *0.696) + (d)
2012	2.94	2.26					
2013	3.61	2.67	Market Based Prices				
2014	3.93	2.97	2012 through 2015				
2015	4.26	3.14					
2016			2.77	0.69	\$4.66	6.70	3.93
2017			2.82	0.72	\$4.95	6.99	4.17
2018			2.87	0.72	\$5.38	7.34	4.47
2019			2.93	0.73	\$5.79	7.68	4.76
2020			2.98	0.74	\$5.66	7.65	4.68
2021			3.03	0.75	\$5.98	7.94	4.92
2022			3.08	0.77	\$6.53	8.40	5.32
2023			3.14	0.80	\$6.78	8.66	5.52
2024			3.20	0.81	\$6.66	8.64	5.45
2025			3.25	0.83	\$6.87	8.87	5.61
2026			3.31	0.84	\$7.21	9.17	5.86
2027			3.37	0.87	\$7.49	9.46	6.08
2028			3.44	0.90	\$7.69	9.69	6.25
2029			3.50	0.94	\$7.85	9.90	6.40
2030			3.57	0.96	\$7.92	10.05	6.47
2031			3.64	0.96	\$8.06	10.21	6.57
2032			3.71	0.98	\$8.21	10.41	6.70
2033			3.78	0.99	\$8.37	10.60	6.82
2034			3.86	1.02	\$8.53	10.82	6.96

- (1) Avoided Firm Capacity Costs are equal to the fixed costs of a SCCT as identified in the Company's 2011 IRP.
- (2) A heat rate of 0.696 is used to adjust gas prices from \$/MMBtu to ¢/kWh
- (3) Estimated avoided cost prices based upon forecast West Side Gas Market Index prices.
Actual prices will be calculated each month using actual index gas prices.
- (4) The avoided cost price for intermittent resources will be reduced in each year by an integration fee of \$9.70/MWh.

(continued)

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Avoided Cost Prices (Continued)
Pricing Option 4 – Banded Gas Market Indexed Avoided Cost Prices c/kWh (4)

Deliveries	Fixed Prices		Banded Gas Market Index				Forecast West Side Gas Market Index Price (2)	Estimated Prices (3)	
	On-Peak	Off-Peak	On-Peak	Off-Peak	Gas Market Index			On-Peak	Off-Peak
During	Energy	Energy	Capacity	Energy	Floor	Ceiling	\$/MMBtu	Energy	Energy
Calendar	Price	Price	Adder (1)	Adder	90%	110%		Price	Price
Year	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
			Avoided Firm Capacity Costs / (0.876 * 88.6% * 57%)	Total Avoided Energy Costs - ((e) * 0.696)	(g) * 0.696* 90%	(g) * 0.696 * 110%		(i) + (c)	MIN(MAX((g) * 0.696), (e)), (f) + (d))
2012	2.94	2.26							
2013	3.61	2.67							
2014	3.93	2.97							
2015	4.26	3.14							
Market Based Prices 2012 through 2015									
2016			2.77	0.69	2.92	3.57	\$4.66	6.70	3.93
2017			2.82	0.72	3.10	3.79	\$4.95	6.99	4.17
2018			2.87	0.72	3.37	4.12	\$5.38	7.34	4.47
2019			2.93	0.73	3.63	4.43	\$5.79	7.68	4.76
2020			2.98	0.74	3.55	4.33	\$5.66	7.65	4.68
2021			3.03	0.75	3.75	4.58	\$5.98	7.94	4.92
2022			3.08	0.77	4.09	5.00	\$6.53	8.40	5.32
2023			3.14	0.80	4.25	5.19	\$6.78	8.66	5.52
2024			3.20	0.81	4.17	5.10	\$6.66	8.64	5.45
2025			3.25	0.83	4.30	5.26	\$6.87	8.87	5.61
2026			3.31	0.84	4.52	5.52	\$7.21	9.17	5.86
2027			3.37	0.87	4.69	5.73	\$7.49	9.46	6.08
2028			3.44	0.90	4.82	5.89	\$7.69	9.69	6.25
2029			3.50	0.94	4.92	6.01	\$7.85	9.90	6.40
2030			3.57	0.96	4.96	6.06	\$7.92	10.05	6.47
2031			3.64	0.96	5.05	6.17	\$8.06	10.21	6.57
2032			3.71	0.98	5.14	6.29	\$8.21	10.41	6.70
2033			3.78	0.99	5.24	6.41	\$8.37	10.60	6.82
2034			3.86	1.02	5.34	6.53	\$8.53	10.82	6.96

- (1) Avoided Firm Capacity Costs are equal to the fixed costs of a SCCT as identified in the Company's 2011 IRP.
- (2) A heat rate of 0.696 is used to adjust gas prices from \$/MMBtu to c/kWh
- (3) Estimated avoided cost prices based upon forecast West Side Gas Market Index prices.
Actual prices will be calculated each month using actual index gas prices.
- (4) The avoided cost price for intermittent resources will be reduced in each year by an integration fee of \$9.70/MWh.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

Example of Gas Pricing Options available to the Qualifying Facility

An example of the two gas pricing options using different assumed gas prices is provided at the end of this tariff.

Qualifying Facilities Contracting Procedure

Interconnection and power purchase agreements are handled by different functions within the Company. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's transmission function (PacifiCorp Transmission Services) while power purchase agreements are handled by the Company's merchant function (PacifiCorp Commercial and Trading).

It is recommended that the owner initiate its request for interconnection 18 months ahead of the anticipated in-service date to allow time for studies, negotiation of agreements, engineering, procurement, and construction of the required interconnection facilities. Early application for interconnection will help ensure that necessary interconnection arrangements proceed in a timely manner on a parallel track with negotiation of the power purchase agreement.

1. Qualifying Facilities up to 10,000 kW

APPLICATION: To owners of existing or proposed QFs with a design capacity less than or equal to 10,000 kW who desire to make sales to the Company in the state of Oregon. Such owners will be required to enter into a written power purchase agreement with the Company pursuant to the procedures set forth below.

I. Process for Completing a Power Purchase Agreement

A. Communications

Unless otherwise directed by the Company, all communications to the Company regarding QF power purchase agreements should be directed in writing as follows:

PacifiCorp
Manager-QF Contracts
825 NE Multnomah St, Suite 600
Portland, Oregon 97232

The Company will respond to all such communications in a timely manner. If the Company is unable to respond on the basis of incomplete or missing information from the QF owner, the Company shall indicate what additional information is required. Thereafter, the Company will respond in a timely manner following receipt of all required information.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

B. Procedures

1. The Company's approved generic or standard form power purchase agreements may be obtained from the Company's website at www.pacificorp.com, or if the owner is unable to obtain it from the website, the Company will send a copy within seven days of a written request.
2. In order to obtain a project specific draft power purchase agreement the owner must provide in writing to the Company, general project information required for the completion of a power purchase agreement, including, but not limited to:
 - (a) demonstration of ability to obtain QF status;
 - (b) design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system;
 - (c) generation technology and other related technology applicable to the site;
 - (d) proposed site location;
 - (e) schedule of monthly power deliveries;
 - (f) calculation or determination of minimum and maximum annual deliveries;
 - (g) motive force or fuel plan;
 - (h) proposed commercial operation date, interconnection completion date, and other significant dates required to complete the milestones;
 - (i) proposed contract term and pricing provisions as defined in this tariff (i.e., standard fixed price, renewable fixed price, gas deadband, gas indexed);
 - (j) status of interconnection or transmission arrangements;
 - (k) point of delivery or interconnection;
3. The Company shall provide a draft power purchase agreement when all information described in Paragraph 2 above has been received in writing from the QF owner and verified by Company personnel. Within 15 business days following receipt of all information required in Paragraph 2, the Company will provide the owner with a draft power purchase agreement including current standard avoided cost prices and/or other optional pricing mechanisms as approved by the Oregon Public Utilities Commission in this Schedule 37.
4. If the owner desires to proceed with the power purchase agreement after reviewing the Company's draft power purchase agreement, it may request in writing that the Company prepare a final draft power purchase agreement. In connection with such request, the owner 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 power purchase agreement. Within 15 business days following receipt of all information requested by the Company in this paragraph 4, the Company will provide the owner with a final draft power purchase agreement.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

B. Procedures (continued)

5. After reviewing the final draft power purchase agreement, the owner may either prepare another set of written comments and proposals or approve the final draft power purchase agreement. If the owner prepares written comments and proposals the Company will respond in 15 business days to those comments and proposals.

6. When both parties are in full agreement as to all terms and conditions of the draft power purchase agreement, the Company will prepare and forward to the owner within 15 business days, a final executable version of the agreement. Following the Company's execution a completely executed copy will be returned to the owner. Prices and other terms and conditions in the power purchase agreement will not be final and binding until the power purchase agreement has been executed by both parties.

II. Process for Negotiating Interconnection Agreements

[NOTE: Section II applies only to QFs connecting directly to PacifiCorp's electrical system. An off-system QF should contact its local utility or transmission provider to determine the interconnection requirements and wheeling arrangement necessary to move the power to PacifiCorp's system.]

In addition to negotiating a power purchase agreement, QFs intending to make sales to the Company are also required to enter into an interconnection agreement that governs the physical interconnection of the project to the Company's transmission or distribution system. The Company's obligation to make purchases from a QF is conditioned upon the QF completing all necessary interconnection arrangements. It is recommended that the owner initiate its request for interconnection 18 months ahead of the anticipated in-service date to help ensure that necessary interconnection arrangements proceed in a timely manner on a parallel track with negotiation of the power purchase agreement.

Because of functional separation requirements mandated by the Federal Energy Regulatory Commission, interconnection and power purchase agreements are handled by different functions within the Company. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's transmission function (including but not limited to PacifiCorp Transmission Services) while power purchase agreements are handled by the Company's merchant function (including but not limited to PacifiCorp's Commercial and Trading Group).

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

II. Process for Negotiating Interconnection Agreements (continued)

A. Communications

Initial communications regarding interconnection agreements should be directed to the Company in writing as follows:

PacifiCorp
Director – Transmission Services
825 NE Multnomah St, Suite 1600
Portland, Oregon 97232

Based on the project size and other characteristics, the Company will direct the QF owner to the appropriate individual within the Company's transmission function who will be responsible for negotiating the interconnection agreement with the QF owner. Thereafter, the QF owner should direct all communications regarding interconnection agreements to the designated individual, with a copy of any written communications to the address set forth above.

B. Procedures

Generally, the interconnection process involves (1) initiating a request for interconnection, (2) undertaking studies to determine the system impacts associated with the interconnection and the design, cost, and schedules for constructing any necessary interconnection facilities, and (3) executing an interconnection agreement to address facility construction, testing, acceptance, ownership, operation and maintenance issues. Consistent with PURPA and Oregon Public Utility Commission regulations, the owner is responsible for all interconnection costs assessed by the Company on a nondiscriminatory basis. For interconnections impacting the Company's Transmission and Distribution System, the Company will process the interconnection application through PacifiCorp Transmission Services.

(continued)

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Banded Gas Market Index

Year	Prices Listed in the Tariff				Example using assumed Gas Prices						Compared to Fixed Prices	
	On-Peak Capacity Adder	Off-Peak Energy Adder	Gas Market Index		Assumed Gas Price \$/MMBtu	Actual Energy Price	Fuel Index		Price Paid to QF		Off-Peak Price	On-Peak Price
			Floor 90%	Ceiling 110%			Floor / Ceiling Component	Type of Price	Off-Peak Price	On-Peak Price		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	
2016	2.77	0.69	2.92	3.57	\$2.00	1.39	2.92	Floor	3.61	6.38	3.93	6.70
					\$4.00	2.78	2.92	Floor	3.61	6.38		
					\$5.00	3.48	3.48	Actual	4.17	6.94		
					\$7.00	4.87	3.57	Ceiling	4.26	7.03		
					\$10.00	6.96	3.57	Ceiling	4.26	7.03		

Gas Market Method

Year	Prices Listed in the Tariff				Example using assumed Gas Prices						Compared to Fixed Prices	
	On-Peak Capacity Adder	Off-Peak Energy Adder	Fuel Index		Assumed Gas Price \$/MMBtu	Actual Energy Price	Fuel Index		Price Paid to QF		Off-Peak Price	On-Peak Price
			Floor 90%	Ceiling 110%			Floor / Ceiling Component	Type of Price	Off-Peak Price	On-Peak Price		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	
2016	2.77	0.69	Not Relevant		\$2.00	1.39	Not Relevant		2.08	4.85	3.93	6.70
					\$4.00	2.78			3.47	6.24		
					\$5.00	3.48	Not Relevant		4.17	6.94		
					\$7.00	4.87			5.56	8.33		
					\$10.00	6.96			7.65	10.42		

Docket No. UM-
Exhibit PAC/203
Witness: Bruce W. Griswold

**BEFORE THE PUBLIC UTILITY COMMISSION
OF THE STATE OF OREGON**

PACIFICORP

**Exhibit Accompanying Direct Testimony of Bruce W. Griswold
Proposed Changes to Schedule 38 - Redline**

February 2012

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF GREATER THAN 10,000 KW**

Available

To owners of Qualifying Facilities ("QF") making sales of electricity to the Company in the State of Oregon.

Applicable

For power purchased from Qualifying Facilities with a nameplate capacity greater than 10,000 kW. Owners of these Qualifying Facilities will be required to enter into a negotiated written power purchase agreement with the Company. Pursuant to Order No. 05-584, ~~and 07-360, and 11-505~~, the pricing options specified in Schedule 37 should serve as a starting point for prices under a negotiated power purchase agreement.

Definitions

Cogeneration Facility

A facility which produces electric energy together with steam or other form of useful energy (such as heat) which are used for industrial, commercial, heating or cooling purposes through the sequential use of energy.

Qualifying Facilities

Qualifying cogeneration facilities or qualifying small power production facilities within the meaning of section 201 and 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA), 16 U.S.C. 796 and 824a-3.

Small Power Production Facility

A facility which produces electric energy using as a primary energy source of biomass, waste, renewable resources or any combination thereof and has a power production capacity which, together with other facilities located at the same site, is not greater than 80 megawatts.

On-Peak Hours or Peak Hours

On-peak hours are defined as 6:00 a.m. to 10:00 p.m. Pacific Prevailing Time Monday through Saturday, excluding NERC holidays.

Due to the expansions of Daylight Saving Time (DST) as adopted under Section 110 of the U.S. Energy Policy Act of 2005, the time periods shown above will begin and end one hour later for the period between the second Sunday in March and the first Sunday in April and for the period between the last Sunday in October and the first Sunday in November.

Off-Peak Hours

All hours other than On-Peak.

Excess Output

Excess output shall mean any increment of Net Output delivered at a rate, on an hourly basis, exceeding either the Facility Capacity Rating or the amount committed to in the contract. PacifiCorp shall pay the Qualifying Facility the Schedule 37 Non-Firm Market Index Avoided Cost Price for all Excess Output.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF GREATER THAN 10,000 KW**

Self Supply Option

Owner shall elect to sell all Net Output to PacifiCorp and purchase its full electric requirements from PacifiCorp or sell Net Output surplus to its needs at the Facility site to PacifiCorp and purchase partial electric requirements service from PacifiCorp, in accordance with the terms and conditions of the power purchase agreement and the appropriate retail service.

Qualifying Facilities Contracting Procedure

A. Communications

Unless otherwise directed by the Company, all communications to the Company regarding QF power purchase agreements should be directed in writing as follows:

PacifiCorp
Manager-QF Contracts
825 NE Multnomah St, Suite 600
Portland, Oregon 97232

The Company will respond to all such communications in a timely manner. If the Company is unable to respond on the basis of incomplete or missing information from the QF owner, the Company shall indicate what additional information is required. Thereafter, the Company will respond in a timely manner following receipt of all required information.

B. Procedures

1. To obtain an indicative pricing proposal with respect to a proposed project, the owner must provide in writing to the Company, general project information reasonably required for the development of indicative pricing, including, but not limited to:
 - a) generation technology and other related technology applicable to the site
 - b) design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system
 - c) quantity, firmness, and timing of daily and monthly power deliveries (including project ability to respond to dispatch orders from the Company and maintenance schedule)
 - d) proposed site location and electrical interconnection point
 - e) proposed on-line date and outstanding permitting requirements
 - f) demonstration of ability to obtain QF status
 - g) fuel type (s) and source (s)
 - h) plans for fuel and transportation agreements
 - i) Motive force plan including 12 month x 24 hour matrix of expected energy production
 - j) proposed contract term and pricing provisions (i.e., fixed, deadband, electric or gas market indexed)
 - k) status of interconnection arrangements

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF GREATER THAN 10,000 KW**

B. Procedures (Continued)

2. The Company shall not be obligated to provide an indicative pricing proposal until all information described in Paragraph 1 has been received in writing from the Qualifying Facility owner. Within 30 days following receipt of all information required in Paragraph 1, the Company will provide the owner with an indicative pricing proposal, which may include other indicative contract terms and conditions as allowed under federal law, state law, ~~and per Order No. 07-360 and Order No. 11-505~~, tailored to the individual characteristics of the proposed project. Such proposal may be used by the owner to make determinations regarding project planning, financing and feasibility. However, such prices are merely indicative and are not final and binding. Prices and other terms and conditions are only final and binding to the extent contained in a power purchase agreement executed by both parties. The Company will provide with the indicative prices a description of the allowed price adjustments and the methodology used to develop the prices. Prices specified in Schedule 37 will provide a starting point for negotiated prices, and will be modified to address specific factors or adjustments as allowed under federal law, ~~and per Order No. 07-360 and order No. 11-505~~. Any adjustments other than those approved in Order No. 07-360 must first be approved by the Commission.

The following factors or adjustments, to the extent practicable will be included in the price delivered in the indicative pricing proposal.

- a. Dispatchability – Adjustment will reflect the ability of PacifiCorp to schedule and dispatch the Qualifying Facility as compared to the proxy resource on a forward, probabilistic basis. This adjustment will also account for the Company backing down more economic generating resources in lieu of wheeling the Qualifying Facility's power outside a load-constrained area.
- b. Reliability – Adjustment to be made based on the Qualifying Facility's demonstrated reliability (including the ability of the Qualifying Facility to supply reserves with its delivered energy) and availability of its capacity and energy as compared to its contracted level of reliability and availability during the Company's daily and seasonal peak periods. The value of the adjustment will reflect the Company's avoided resource in the Company's sufficiency and deficiency periods, as appropriate, and provide the Qualifying Facility an incentive for contracted performance and a disincentive for non-performance.
- c. Fossil Fuel Risk – Applicable only during the Company's resource deficiency period and if the Company's avoided resource is a fossil fuel plant. Adjustment will be based on the benefit of reduced fuel cost volatility of the Qualifying Facility compared to the avoided resource.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF GREATER THAN 10,000 KW**

B. Procedures (Continued)

- d. Line Losses – Adjustment will be the costs or savings resulting from variations in line losses using a proximity-based approach to compare Qualifying Facility's location and the Company's proxy plant location relative the closest load area served by the Qualifying Facility. Qualifying Facilities serving on-site loads, or other loads closer to the Qualifying Facility than the utility proxy resource, allow the utility to avoid transmission losses except in those cases where the utility must wheel the Qualifying Facility's power in excess of the on-site or local loads to other loads.
 - e. Transmission and Distribution System – Adjustment will be based on the potential savings that can be achieved for avoided transmission and distribution system costs, including upgrade deferrals or avoidance resulting from the Qualifying Facility's location relative to the Company's avoided resource. This adjustment does not include any costs associated with upgrades as part of the interconnection of the Qualifying Facility to PacifiCorp's system.
3. If the owner desires to proceed forward with the project after reviewing the Company's indicative pricing proposal, it may request in writing that the Company prepare a draft power purchase agreement to serve as the basis for negotiations between the parties. In connection with such request, the owner must provide the Company with any additional project information that the Company reasonably determines to be necessary for the preparation of a draft power purchase agreement, which may include, but shall not be limited to:
- a) updated information of the categories described in Paragraph B.1,
 - b) evidence of adequate control of proposed site
 - c) identification of, and timelines for obtaining any necessary governmental permits, approvals or authorizations
 - d) assurance of fuel supply or motive force
 - e) anticipated timelines for completion of key project milestones
 - f) evidence that any necessary interconnection studies have been completed and assurance that the necessary interconnection arrangements are being made in accordance with Part II.
4. The Company shall not be obligated to provide the owner with a draft power purchase agreement until all information required pursuant to Paragraph 3 has been received by the Company in writing. Within 30 days following receipt of all information required pursuant to paragraph 3, the Company shall provide the owner with a draft power purchase agreement containing a comprehensive set of proposed terms and conditions, including specific pricing for purchases from the project. Such draft shall serve as the basis for subsequent negotiations between the parties and, unless clearly indicated, shall not be construed as a binding proposal by the Company.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF GREATER THAN 10,000 KW**

B. Procedures (Continued)

5. After reviewing the draft power purchase agreement, the owner may prepare an initial set of written comments and proposals regarding the draft power purchase agreement and forward such comments and proposals to the Company. The Company shall not be obligated to commence negotiations with a Qualifying Facility owner until the Company has received an initial set of written comments and proposals from the Qualifying Facility owner. Following the Company's receipt of such comments and proposals, the owner may contact the Company to schedule contract negotiations at such times and places as are mutually agreeable to the parties. In connection with such negotiations, the Company:
 - a) will not unreasonably delay negotiations and will respond in good faith to any additions, deletions or modifications to the draft power purchase agreement that are proposed by the owner
 - b) may request to visit the site of the proposed project if such a visit has not previously occurred
 - c) will update its pricing proposals at appropriate intervals to accommodate any changes to the Company's avoided-cost calculations, the proposed project or proposed terms of the draft power purchase agreement
 - d) may request any additional information from the owner necessary to finalize the terms of the power purchase agreement and satisfy the Company's due diligence with respect to the project.
6. When both parties are in full agreement as to all terms and conditions of the power purchase agreement, the Company will prepare and forward to the owner a final, executable version of the agreement within 15 business days. Prices and other terms and conditions in the power purchase agreement will not be final and binding until the power purchase agreement has been executed by both parties.
7. At any time after 60 days from the date that Qualifying Facility has provided its written notification pursuant to Paragraph 5, the Qualifying Facility may file a complaint with the Commission asking the Commission to adjudicate any unresolved contract terms or conditions.

Docket No. UM-
Exhibit PAC/204
Witness: Bruce W. Griswold

**BEFORE THE PUBLIC UTILITY COMMISSION
OF THE STATE OF OREGON**

PACIFICORP

Exhibit Accompanying Direct Testimony of Bruce W. Griswold

Proposed Changes to Schedule 38 - Clean

February 2012

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF GREATER THAN 10,000 KW**

Page 1

Available

To owners of Qualifying Facilities ("QF") making sales of electricity to the Company in the State of Oregon.

Applicable

For power purchased from Qualifying Facilities with a nameplate capacity greater than 10,000 kW. Owners of these Qualifying Facilities will be required to enter into a negotiated written power purchase agreement with the Company. Pursuant to Order No. 05-584, 07-360, and 11-505 the pricing options specified in Schedule 37 should serve as a starting point for prices under a negotiated power purchase agreement.

Definitions

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A facility which produces electric energy together with steam or other form of useful energy (such as heat) which are used for industrial, commercial, heating or cooling purposes through the sequential use of energy.

Qualifying Facilities

Qualifying cogeneration facilities or qualifying small power production facilities within the meaning of section 201 and 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA), 16 U.S.C. 796 and 824a-3.

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A facility which produces electric energy using as a primary energy source of biomass, waste, renewable resources or any combination thereof and has a power production capacity which, together with other facilities located at the same site, is not greater than 80 megawatts.

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(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF GREATER THAN 10,000 KW**

Self Supply Option

Owner shall elect to sell all Net Output to PacifiCorp and purchase its full electric requirements from PacifiCorp or sell Net Output surplus to its needs at the Facility site to PacifiCorp and purchase partial electric requirements service from PacifiCorp, in accordance with the terms and conditions of the power purchase agreement and the appropriate retail service.

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B. Procedures

1. To obtain an indicative pricing proposal with respect to a proposed project, the owner must provide in writing to the Company, general project information reasonably required for the development of indicative pricing, including, but not limited to:
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 - b) design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system
 - c) quantity, firmness, and timing of daily and monthly power deliveries (including project ability to respond to dispatch orders from the Company and maintenance schedule)
 - d) proposed site location and electrical interconnection point
 - e) proposed on-line date and outstanding permitting requirements
 - f) demonstration of ability to obtain QF status
 - g) fuel type (s) and source (s)
 - h) plans for fuel and transportation agreements
 - i) Motive force plan including 12 month x 24 hour matrix of expected energy production
 - j) proposed contract term and pricing provisions (i.e., fixed, deadband, electric or gas market indexed)
 - k) status of interconnection arrangements

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF GREATER THAN 10,000 KW**

B. Procedures (Continued)

2. The Company shall not be obligated to provide an indicative pricing proposal until all information described in Paragraph 1 has been received in writing from the Qualifying Facility owner. Within 30 days following receipt of all information required in Paragraph 1, the Company will provide the owner with an indicative pricing proposal, which may include other indicative contract terms and conditions as allowed under federal law, state law, Order No. 07-360 and Order No. 11-505, tailored to the individual characteristics of the proposed project. Such proposal may be used by the owner to make determinations regarding project planning, financing and feasibility. However, such prices are merely indicative and are not final and binding. Prices and other terms and conditions are only final and binding to the extent contained in a power purchase agreement executed by both parties. The Company will provide with the indicative prices a description of the allowed price adjustments and the methodology used to develop the prices. Prices specified in Schedule 37 will provide a starting point for negotiated prices, and will be modified to address specific factors or adjustments as allowed under federal law, Order No. 07-360 and order No. 11-505. Any adjustments other than those approved in Order No. 07-360 must first be approved by the Commission.

The following factors or adjustments, to the extent practicable will be included in the price delivered in the indicative pricing proposal.

- a. Dispatchability – Adjustment will reflect the ability of PacifiCorp to schedule and dispatch the Qualifying Facility as compared to the proxy resource on a forward, probabilistic basis. This adjustment will also account for the Company backing down more economic generating resources in lieu of wheeling the Qualifying Facility's power outside a load-constrained area.
- b. Reliability – Adjustment to be made based on the Qualifying Facility's demonstrated reliability (including the ability of the Qualifying Facility to supply reserves with its delivered energy) and availability of its capacity and energy as compared to its contracted level of reliability and availability during the Company's daily and seasonal peak periods. The value of the adjustment will reflect the Company's avoided resource in the Company's sufficiency and deficiency periods, as appropriate, and provide the Qualifying Facility an incentive for contracted performance and a disincentive for non-performance.
- c. Fossil Fuel Risk – Applicable only during the Company's resource deficiency period and if the Company's avoided resource is a fossil fuel plant. Adjustment will be based on the benefit of reduced fuel cost volatility of the Qualifying Facility compared to the avoided resource.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF GREATER THAN 10,000 KW**

B. Procedures (Continued)

- d. Line Losses – Adjustment will be the costs or savings resulting from variations in line losses using a proximity-based approach to compare Qualifying Facility’s location and the Company’s proxy plant location relative the closest load area served by the Qualifying Facility. Qualifying Facilities serving on-site loads, or other loads closer to the Qualifying Facility than the utility proxy resource, allow the utility to avoid transmission losses except in those cases where the utility must wheel the Qualifying Facility’s power in excess of the on-site or local loads to other loads.
 - e. Transmission and Distribution System – Adjustment will be based on the potential savings that can be achieved for avoided transmission and distribution system costs, including upgrade deferrals or avoidance resulting from the Qualifying Facility’s location relative to the Company’s avoided resource. This adjustment does not include any costs associated with upgrades as part of the interconnection of the Qualifying Facility to PacifiCorp’s system.
3. If the owner desires to proceed forward with the project after reviewing the Company’s indicative pricing proposal, it may request in writing that the Company prepare a draft power purchase agreement to serve as the basis for negotiations between the parties. In connection with such request, the owner must provide the Company with any additional project information that the Company reasonably determines to be necessary for the preparation of a draft power purchase agreement, which may include, but shall not be limited to:
- a) updated information of the categories described in Paragraph B.1,
 - b) evidence of adequate control of proposed site
 - c) identification of, and timelines for obtaining any necessary governmental permits, approvals or authorizations
 - d) assurance of fuel supply or motive force
 - e) anticipated timelines for completion of key project milestones
 - f) evidence that any necessary interconnection studies have been completed and assurance that the necessary interconnection arrangements are being made in accordance with Part II.
4. The Company shall not be obligated to provide the owner with a draft power purchase agreement until all information required pursuant to Paragraph 3 has been received by the Company in writing. Within 30 days following receipt of all information required pursuant to paragraph 3, the Company shall provide the owner with a draft power purchase agreement containing a comprehensive set of proposed terms and conditions, including specific pricing for purchases from the project. Such draft shall serve as the basis for subsequent negotiations between the parties and, unless clearly indicated, shall not be construed as a binding proposal by the Company.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF GREATER THAN 10,000 KW**

B. Procedures (Continued)

5. After reviewing the draft power purchase agreement, the owner may prepare an initial set of written comments and proposals regarding the draft power purchase agreement and forward such comments and proposals to the Company. The Company shall not be obligated to commence negotiations with a Qualifying Facility owner until the Company has received an initial set of written comments and proposals from the Qualifying Facility owner. Following the Company's receipt of such comments and proposals, the owner may contact the Company to schedule contract negotiations at such times and places as are mutually agreeable to the parties. In connection with such negotiations, the Company:
 - a) will not unreasonably delay negotiations and will respond in good faith to any additions, deletions or modifications to the draft power purchase agreement that are proposed by the owner
 - b) may request to visit the site of the proposed project if such a visit has not previously occurred
 - c) will update its pricing proposals at appropriate intervals to accommodate any changes to the Company's avoided-cost calculations, the proposed project or proposed terms of the draft power purchase agreement
 - d) may request any additional information from the owner necessary to finalize the terms of the power purchase agreement and satisfy the Company's due diligence with respect to the project.
6. When both parties are in full agreement as to all terms and conditions of the power purchase agreement, the Company will prepare and forward to the owner a final, executable version of the agreement within 15 business days. Prices and other terms and conditions in the power purchase agreement will not be final and binding until the power purchase agreement has been executed by both parties.
7. At any time after 60 days from the date that Qualifying Facility has provided its written notification pursuant to Paragraph 5, the Qualifying Facility may file a complaint with the Commission asking the Commission to adjudicate any unresolved contract terms or conditions.

Docket No. UM-
Exhibit PAC/205
Witness: Bruce W. Griswold

**BEFORE THE PUBLIC UTILITY COMMISSION
OF THE STATE OF OREGON**

PACIFICORP

**Exhibit Accompanying Direct Testimony of Bruce W. Griswold
Summary of Changes in Power Purchase Agreement Templates**

February 2012

PPA Change	Power Purchase Agreement for New QFs less than 10,000 kW	Power Purchase Agreement for Existing QFs less than 10,000 kW	Power Purchase Agreement for Off-System QFs less than 10,000 kW	Power Purchase Agreement for Intermittent Renewable QF Resources (i.e. Wind) less than 10,000 KW	Non-firm Power Purchase Agreement for QFs less than 10,000 KW
	Section	Section	Section	Section	Section
Insert new definition “CAMD”	1.4	1.4	1.4	1.5	1.4
Insert new definition “Environmental Attributes”	1.13	1.13	1.13	1.15	1.11
Insert new definition “Green Tags”	1.19	1.18	1.19	1.22	1.16
Insert new definition “Green tag Reporting Rights”	1.20	1.19	1.20	1.23	1.17
Insert new definition “Renewable Resource Deficiency Period”	1.36	1.35	1.39	1.39	1.25
Insert new definition “WREGIS”	1.44	1.40	1.49	1.48	1.32
Insert new definition “WREGIS Certificate”	1.45	1.41	1.50	1.49	1.33
Insert new definition “WREGIS Operating Rules”	1.46	1.42	1.51	1.50	1.34
Insert language on Green Tag generation	4.1	4.1	4.1	4.1	4.1
Insert new section <u>Transfer of Title to Green Tags; Documentation of Green Tags Transfers</u>	4.6	4.6	4.6	4.6	4.4
Insert Fixed Price Renewable option selection	5.1	5.1	5.1	5.1	NA
Insert new section (<u>Fixed Price Renewable Seller Only</u>)	5.3	5.3	5.3	5.3	NA
Update section for ICE market index	5.5	5.5	5.5	5.5	5.1

PPA Change	Power Purchase Agreement for New QFs less than 10,000 kW	Power Purchase Agreement for Existing QFs less than 10,000 kW	Power Purchase Agreement for Off-System QFs less than 10,000 kW	Power Purchase Agreement for Intermittent Renewable QF Resources (i.e. Wind) less than 10,000 KW	Non-firm Power Purchase Agreement for QFs less than 10,000 KW
	Section	Section	Section	Section	Section
Revise section to address Green Tag ownership	5.6	5.6	5.6	5.6	5.2
Correct notice section	23.1	23.1	23.1	23.1	21
Insert new exhibit, GREEN TAG ATTESTATION AND BILL OF SALE	Exhibit H	Exhibit G	Exhibit H	Exhibit H	Exhibit H
Insert new exhibit, QUALIFIED REPORTING ENTITY SERVICES AGREEMENT	Exhibit I	Exhibit H	Exhibit I	Exhibit I	Exhibit I

Docket No. UM-
Exhibit PAC/206
Witness: Bruce W. Griswold

**BEFORE THE PUBLIC UTILITY COMMISSION
OF THE STATE OF OREGON**

PACIFICORP

Exhibit Accompanying Direct Testimony of Bruce W. Griswold

Example of Power Purchase Agreement - Redline

February 2012

POWER PURCHASE AGREEMENT

BETWEEN

**[a new Firm Qualifying Facility with 10,000 kW Facility Capacity Rating, or Less and
not an Intermittent Resource]**

AND

PACIFICORP

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POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT, entered into this ____day of _____, 20____, is between _____, "Seller" and PacifiCorp (d/b/a Pacific Power & Light Company), an Oregon corporation acting in its regulated utility capacity, "**PacifiCorp.**" (Seller and PacifiCorp are referred to individually as a "**Party**" or collectively as the "**Parties**").

RECITALS

A. Seller intends to construct, own, operate and maintain a _____ [state type of facility] facility for the generation of electric power, including interconnection facilities, located in _____ [City, County, State] with a Facility Capacity Rating of _____ -kilowatts (kW) as further described in **Exhibit A** and **Exhibit B ("Facility")**; and

B. Seller intends to commence delivery of Net Output under this Agreement, for the purpose of Start-up Testing, on _____, 20____ ("**Scheduled Initial Delivery Date**"); and

C. Seller intends to operate the Facility as a Qualifying Facility, commencing commercial operations on _____, 20____ ("**Scheduled Commercial Operation Date**"); and

D. Seller estimates that the average annual Net Energy to be delivered by the Facility to PacifiCorp is _____ kilowatt-hours (kWh), which amount of energy PacifiCorp will include in its resource planning; and

E. Seller shall (choose one) sell all Net Output to PacifiCorp and purchase its full electric requirements from PacifiCorp sell Net Output surplus to its needs at the Facility site to PacifiCorp and purchase partial electric requirements service from PacifiCorp, in accordance with the terms and conditions of this Agreement; and

F. This Agreement is a "New QF Contract" under the PacifiCorp Inter-Jurisdictional Cost Allocation Revised Protocol.

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”** shall be a supplement to **Exhibit A** and **Exhibit B**, provided by Seller following completion of construction of the Facility, describing the Facility as actually built.

1.2 **“Average Annual Generation”** shall have the meaning set forth in Section 4.2.

1.3 **“Billing Period”** means, unless otherwise agreed to, the time period between PacifiCorp's consecutive readings of its power purchase billing meter at the Facility in the normal course of PacifiCorp's business. Such periods typically range between twenty-seven (27) and thirty-four (34) days and may not coincide with calendar months.

~~4.314~~ **“CAMD”** means the Clean Air Markets Division of the Environmental Protection Agency or successor administrator, or any state or federal entity given jurisdiction over a program involving transferability of Green Tags.

~~4.415~~ **“Commercial Operation Date”** means the date that the Facility is deemed by PacifiCorp to be fully operational and reliable, which shall require, among other things, that all of the following events have occurred:

PacifiCorp has received a certificate addressed to PacifiCorp from a Licensed Professional Engineer stating (a) the Facility Capacity Rating of the Facility at the anticipated Commercial Operation Date; and (b) that the Facility is able to generate electric power reliably in amounts required by this Agreement and in accordance with all other terms and conditions of this Agreement;

The Facility has completed Start-Up Testing;

PacifiCorp has received a certificate addressed to PacifiCorp from a Licensed Professional Engineer stating that, (a), in accordance with the Generation Interconnection Agreement, all required interconnection facilities have been constructed, all required interconnection tests have been completed and the Facility is physically interconnected with PacifiCorp's electric system, or (b) if the Facility is interconnected with another electric utility that will wheel Net Output to PacifiCorp, all required interconnection facilities have been completed and tested and are in place to allow for such wheeling;

PacifiCorp has received a certificate addressed to PacifiCorp from an attorney in good standing in the State of Oregon stating that Seller has obtained all Required Facility Documents and if requested by PacifiCorp, in writing, has provided copies of any or all such requested Required Facility Documents. (Facilities over 200 kW only).

Seller has complied with the security requirements of Section 10.

PacifiCorp has received an executed copy of **Exhibit F**—Seller’s Interconnection Request.

~~4.5.1.6~~ **“Commission”** means the Oregon Public Utilities Commission.

~~4.5.1.7~~ **“Contract Price”** means the applicable price for capacity or energy, or both capacity and energy, stated in Sections 5.1 and 5.2.

~~4.5.1.8~~ **“Contract Year”** means a twelve (12) month period commencing at 00:00 hours Pacific Prevailing Time (“PPT”) on January 1 and ending on 24:00 hours PPT on December 31; *provided, however,* that the first Contract Year shall commence on the Commercial Operation Date and end on the next succeeding December 31, and the last Contract Year shall end on the Termination Date.

~~4.5.1.9~~ **“Credit Requirements”** means a long-term credit rating (corporate or long-term senior unsecured debt) of (1) “Baa3” or greater by Moody’s, or (2) “BBB-” or greater by S&P, or such other indicia of creditworthiness acceptable to PacifiCorp in its reasonable judgment.

~~4.5.1.10~~ **“Default Security”**, unless otherwise agreed to by the Parties in writing, means the amount of either a Letter of Credit or cash placed in an escrow account sufficient to replace twelve (12) average months of replacement power costs over the term of this Agreement, and shall be calculated by taking the average, over the term of this Agreement, of the positive difference between (a) the monthly forward power prices at [specify POD] (as determined by PacifiCorp in good faith using information from a commercially reasonable independent source), multiplied by 110%, minus (b) the average of the Fixed Avoided Cost Prices specified in Schedule 37, and multiplying such difference by (c) the Minimum Annual Delivery; provided, however, the amount of Default Security shall in no event be less than the amount equal to the payments PacifiCorp would make for three (3) average months based on Seller’s average monthly volume over the term of this Agreement and utilizing the average Fixed Avoided Cost Prices specified in Schedule 37. Such amount shall be fixed at the Effective Date of this Agreement.

~~4.5.1.11~~ **“Effective Date”** shall have the meaning set forth in Section 2.1.

~~4.5.1.12~~ **“Energy Delivery Schedule”** shall have the meaning set forth in Section 4.5.

~~4.5.1.13~~ **“Environmental Attributes”** shall means 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, which are deemed of value by PacifiCorp. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (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. Environmental Attributes do not include PTCs or certain other tax

~~incentives existing now or in the future associated with the construction, ownership or operation of the Facility, (ii) matters designated by PacifiCorp as sources of liability, or (iii) adverse wildlife or environmental impacts, have the meaning set forth in Section 5.5.~~

~~4.31.14~~ **“Excess Output”** shall mean any increment of Net Output delivered at a rate, on an hourly basis, exceeding the Facility Capacity Rating.

~~4.31.15~~ **“Facility”** shall have the meaning set forth in Recital A.

~~4.41.16~~ **“Facility Capacity Rating”** means the sum of the Nameplate Capacity Ratings for all generators comprising the Facility.

~~4.51.17~~ **“FERC”** means the Federal Energy Regulatory Commission, or its successor.

~~1.18~~ **“Generation Interconnection Agreement”** means the generation interconnection agreement to be entered into separately between Seller and PacifiCorp’s transmission or distribution department, as applicable, providing for the construction, operation, and maintenance of PacifiCorp’s interconnection facilities required to accommodate deliveries of Seller’s Net Output if the Facility is to be interconnected directly with PacifiCorp rather than another electric utility.

~~1.19~~ **“Green Tags”** means (1) the Environmental Attributes associated with all Net Output, together with (2) the Green Tag Reporting Rights associated with such energy and Environmental Attributes, however commercially transferred or traded under any or other product names, such as “Renewable Energy Credits,” “Green-e Certified”, or otherwise. One (1) Green Tag represents the Environmental Attributes made available by the generation of one (1) MWh of energy from the Facility.

~~4.61.20~~ **“Green Tag Reporting Rights”** means the exclusive right of a purchaser of Environmental Attributes to report ownership of Environmental Attributes in compliance with federal or state law, if applicable, and to federal or state agencies or other parties at such purchaser’s discretion, and include reporting under Section 1605(b) of the Energy Policy Act of 1992, or under any present or future domestic, international, or foreign emissions trading program or renewable portfolio standard.

~~4.71.21~~ **“Letter of Credit”** means an irrevocable standby letter of credit, from an institution that has a long-term senior unsecured debt rating of “A” or greater from S&P or “A2” or greater from Moody’s, in a form reasonably acceptable to PacifiCorp, naming PacifiCorp as the party entitled to demand payment and present draw requests thereunder.

~~4.81.22~~ **“Licensed Professional Engineer”** means a person acceptable to PacifiCorp in its reasonable judgment who is licensed to practice engineering in the state of Oregon, 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.

~~4.91~~23.....“**Material Adverse Change**” means the occurrence of any event of default under any material agreement to which Seller is a party and of any other development, financial or otherwise, which would have a material adverse effect on Seller, the Facility or Seller’s ability to develop, construct, operate, maintain or own the Facility as provided in this Agreement

~~4.101~~24.....“**Maximum Annual Delivery**” shall have the meaning set forth in Section 4.3.

~~4.111~~25.....“**Minimum Annual Delivery**” shall have the meaning set forth in Section 4.3.

~~4.131~~26.....“**Nameplate Capacity Rating**” means the full-load electrical quantities assigned by the designer to a generator and its prime mover or other piece of electrical equipment, such as transformers and circuit breakers, under standardized conditions, expressed in amperes, kilovoltamperes, kilowatts, volts, or other appropriate units. Usually indicated on a nameplate attached to the individual machine or device.

~~4.141~~27.....“**Net Energy**” means the energy component, in kWh, of Net Output.

~~4.141~~28.....“**Net Output**” means all energy and capacity produced by the Facility, less station use and less transformation and transmission losses and other adjustments (e.g., Seller’s load other than station use), if any. For purposes of calculating payment under this Agreement, Net Output of energy shall be the amount of energy flowing through the Point of Delivery.

~~4.151~~29.....“**Net Replacement Power Costs**” shall have the meaning set forth in Section 11.4.1.

~~4.161~~30.....“**Off-Peak Hours**” means all hours of the week that are not On-Peak Hours.

~~4.171~~31.....“**On-Peak Hours**” means the hours between 6 a.m. Pacific Prevailing Time (“**PPT**”) and 10 p.m. PPT, Mondays through Saturdays, excluding all hours occurring on holidays as provided in Schedule 37.

~~4.181~~32.....“**Point of Delivery**” means the high side of the Seller’s step-up transformer(s) located at the point of interconnection between the Facility and PacifiCorp’s distribution/ transmission system, as specified in the Generation Interconnection Agreement, or, if the Facility is not interconnected directly with PacifiCorp, the point at which another utility will deliver the Net Output to PacifiCorp as specified in **Exhibit B**.

~~4.191~~33.....“**Prime Rate**” means the publicly announced prime 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 for commercial loans in effect from time to time quoted by a bank with \$10 billion or more in assets in New York City, New York, selected by the Party to whom interest based on the Prime Rate is being paid.

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

1.35 "QF" means "Qualifying Facility," as that term is defined in the FERC regulations (codified at 18 CFR Part 292) in effect on the Effective Date.

1.211.36 "Renewable Resource Deficiency Period" means the period from January 1, through the Termination Date.

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

1.231.38 "Required Facility Documents" means all licenses, permits, authorizations, and agreements, including a Generation Interconnection Agreement or equivalent, necessary for construction, operation, and maintenance of the Facility consistent with the terms of this Agreement, including without limitation those set forth in **Exhibit C**.

1.241.39 "Schedule 37" means the Schedule 37 of Pacific Power & Light Company's Commission-approved tariffs, providing pricing options for Qualifying Facilities of 10,000 kW or less, which is in effect on the Effective Date of this Agreement. A copy of that Schedule 37 is attached as **Exhibit G**.

1.251.40 "Scheduled Commercial Operation Date" shall have the meaning set forth in Recital C.

1.261.41 "Scheduled Initial Delivery Date" shall have the meaning set forth in Recital B.

1.271.42 "Start-Up Testing" means the completion of required factory and start-up tests as set forth in **Exhibit E** hereto.

1.43 "Termination Date" shall have the meaning set forth in Section 2.4.

1.44 "WREGIS" means the Western Renewable Energy Generation Information System or successor organization in case WREGIS is ever replaced.

1.45 "WREGIS Certificate" means "Certificate" as defined by WREGIS in the WREGIS Operating Rules.

1.28, 1.46 "WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS.

SECTION 2: TERM; COMMERCIAL OPERATION DATE

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

2.2 **Time is of the essence for this Agreement**, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to deliver Net Output by the Scheduled Commercial Operation Date is critically important. Therefore,

By _____, Seller shall provide PacifiCorp with a copy of an executed Generation Interconnection Agreement, or wheeling agreement, as applicable, which shall be consistent with all material terms and requirements of this Agreement.

Upon completion of construction, Seller, in accordance with Section 6.1, shall provide PacifiCorp with an As-built Supplement acceptable to PacifiCorp;

By the date thirty (30) days after the Effective Date, Seller shall provide Default Security required under Sections 10.1 or 10.2, as applicable.

2.3 Seller shall cause the Facility to achieve Commercial Operation on or before the Scheduled Commercial Operation Date. If Commercial Operation occurs after the Scheduled Commercial Operation Date, Seller shall be in default, and liable for delay damages specified in Section 11.

2.4 Except as otherwise provided herein, this Agreement shall terminate on _____ [enter Date that is no later than 20 years after the Scheduled Initial Delivery Date] ("**Termination Date**").

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1 PacifiCorp represents, covenants, and warrants to Seller that:

PacifiCorp is duly organized and validly existing under the laws of the State of Oregon.

PacifiCorp has the requisite corporate power and authority to enter into this Agreement and to perform according to the terms of this Agreement.

PacifiCorp has taken all corporate actions required to be taken by it to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

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 PacifiCorp or any valid order of any court, or any regulatory agency or other body having authority to which PacifiCorp is subject.

This Agreement is a valid and legally binding obligation of PacifiCorp, enforceable against PacifiCorp in accordance with its terms (except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies and except as the enforceability of this Agreement may be subject to general principles of equity, whether or not such enforceability is considered in a proceeding at equity or in law).

3.2 Seller represents, covenants, and warrants to PacifiCorp that:

Seller is a [corporation, partnership, or limited liability company] duly organized and validly existing under the laws of _____.

Seller has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof, including all required regulatory authority to make wholesale sales from the Facility.

Seller has taken all actions required to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

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.

This Agreement is a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms (except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies and except as the enforceability of this Agreement may be subject to general principles of equity, whether or not such enforceability is considered in a proceeding at equity or in law).

The Facility is and shall for the term of this Agreement continue to be a QF, and Seller will operate the Facility in a manner consistent with its FERC QF certification. Seller has provided to PacifiCorp the appropriate QF certification (which may include a FERC self-certification) prior to PacifiCorp's execution of this Agreement. At any time during the term of this Agreement, PacifiCorp may require Seller to provide PacifiCorp with evidence satisfactory to PacifiCorp in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements and, if PacifiCorp is not satisfied that the Facility qualifies for such status, a written legal opinion from an attorney who is (a) in good standing in the state of Oregon, and (b) who has no economic relationship, association or nexus with the Seller or the Facility, stating that the Facility is a QF and providing sufficient proof (including copies of all documents and data as PacifiCorp may request) demonstrating that Seller has maintained and will continue to maintain the Facility as a QF.

Compliance with Partial Stipulation in Commission Proceeding No. UM-1129. 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 provided in PacifiCorp's Schedule 37 tariff approved by the Commission at the time this Agreement is executed. Seller will provide, upon request by PacifiCorp not more frequently than every 36 months, such documentation and information as reasonably may be required to establish Seller's continued compliance with such Definition. PacifiCorp 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 PacifiCorp will provide all such confidential information the Public Utility Commission of Oregon upon the Commission's request.

Additional Seller Creditworthiness Warranties. Seller need not post security under Section 10 for PacifiCorp's benefit in the event of Seller default, provided that Seller warrants all of the following:

Neither the Seller nor any of its principal equity owners is or has within the past two (2) years been the debtor in any bankruptcy proceeding, is unable to pay its bills in the ordinary course of its business, or is the subject of any legal or regulatory action, the result of which could reasonably be expected to impair Seller's ability to own and operate the Facility in accordance with the terms of this Agreement.

Seller has not at any time defaulted in any of its payment obligations for electricity purchased from PacifiCorp.

Seller is not in default under any of its other agreements and is current on all of its financial obligations, including construction related financial obligations.

Seller owns, and will continue to own for the term of this Agreement, all right, title and interest in and to the Facility, free and clear of all liens and encumbrances other than liens and encumbrances related to third-party financing of the Facility.

[Applicable only to Seller's with a Facility having a Facility Capacity Rating greater than 3,000 kW] Seller meets the Credit Requirements.

Seller hereby declares (Seller initial one only):

_____ Seller affirms and adopts all warranties of this Section 3.2.8, and therefore is not required to post security under Section 10; or

_____ Seller does not affirm and adopt all warranties of this Section 3.2.8, and therefore Seller elects to post the security specified in Section 10.

3.3 Notice. If at any time during this Agreement, any Party obtains actual knowledge of any event or information which would have caused any of the representations and warranties

in this Section 3 to have been materially untrue or misleading when made, such Party shall provide the other Party with written notice of the event or information, the representations and warranties affected, and the action, if any, which such Party intends to take to make the representations and warranties true and correct. The notice required pursuant to this Section shall be given as soon as practicable after the occurrence of each such event.

SECTION 4: DELIVERY OF POWER

4.1 Commencing on the Commercial Operation Date, unless otherwise provided herein, Seller will sell and PacifiCorp will purchase (a) all Net Output from the Facility delivered to the Point of Delivery, and (b) all Green Tags associated with Net Output or otherwise resulting from the generation of energy by the Facility (which shall come from the Facility and from no other source), subject to the Green Tags ownership as defined in Section 5.6.

4.2 Average Annual Generation. Seller estimates that the Facility will generate, on average, _____ kWh per Contract Year (“**Average Annual Generation**”). Seller may, upon at least six months prior written notice, modify the Average Annual Generation every other Contract Year.

4.3 Minimum and Maximum Delivery. Seller shall make available from the Facility a minimum of _____ kWh of Net Output during each Contract Year, provided that such minimum for the first Contract Year shall be reduced pro rata to reflect the Commercial Operation Date, and further provided that such minimum Net Output shall be reduced on a pro-rata basis for any periods during a Contract Year that the Facility was prevented from generating electricity for reasons of Force Majeure (“**Minimum Annual Delivery**”). Seller estimates, for informational purposes, that it will make available from the Facility a maximum of _____ kWh of Net Output during each Contract Year (“**Maximum Annual Delivery**”). Seller’s basis for determining the Minimum and Maximum Annual Delivery amounts is set forth in **Exhibit D**.

4.4 Deliveries in Deficit of Delivery Obligation. Seller’s failure to deliver the Minimum Annual Delivery in any Contract Year (prorated if necessary) shall be a default, and Seller shall be liable for damages in accordance with Section 11.

4.5 Energy Delivery Schedule. Seller has provided a monthly schedule of Net Energy expected to be delivered by the Facility (“**Energy Delivery Schedule**”), incorporated into **Exhibit D**.

Transfer of Title to Green Tags; Documentation of Green Tags Transfers. Title to the Green Tags shall pass from Seller to PacifiCorp immediately upon the generation of the Output at the Facility that gives rise to such Green Tags. The Parties shall execute all additional documents and instruments reasonably requested by PacifiCorp in order to further document the transfer of the Green Tags to PacifiCorp or its designees. Without limiting the generality of the foregoing, Seller shall, on or before the 10th day of each month, deliver to PacifiCorp a Green Tags Attestation and Bill of Sale in the form attached as **Exhibit _____H** for all Green Tags delivered to PacifiCorp hereunder in the preceding month, along with any attestation that is then-current with the Center for Resource Solution’s Green-e program or successor organization in case the Center for Resource Solutions is replaced by another party over the life of the contract.

Seller, at its own cost and expense, shall register with, pay all fees required by, and comply with, all reporting and other requirements of WREGIS relating to the Facility or Green Tags. Seller shall ensure that the Facility will participate in and comply with, during the Term, all aspects of WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of WREGIS Certificates to PacifiCorp, and transfer such WREGIS Certificates to PacifiCorp, in accordance with WREGIS reporting protocols and WREGIS Operating Rules. Seller may either elect to enter into a Qualified Reporting Entity Services Agreement with PacifiCorp in a form similar to that in Exhibit 4.6(2)I or elect to act as its own WREGIS-defined Qualified Reporting Entity. PacifiCorp shall be entitled to a refund of the Green Tag Price Component of Green Tags associated with any Output for which WREGIS Certificates are not delivered, and shall not transfer the affected Green Tags back to Seller. Seller shall promptly give PacifiCorp copies of all documentation it submits to WREGIS. Further, in the event of the promulgation of a scheme involving Green Tags administered by CAMD, upon notification by CAMD that any transfers contemplated by this Agreement will not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfers can be recorded. Seller shall not report under Section 1605(b) of the Energy Policy Act of 1992 or under any applicable program that any of the Green Tags purchased by PacifiCorp hereunder belong to any person other than PacifiCorp. Without limiting the generality of PacifiCorp's ownership of the Green Tag Reporting Rights, PacifiCorp may report under such program that such Environmental Attributes purchased hereunder belong to it. Each Party shall promptly give the other Party copies of all documents it submits to the CAMD to effectuate any transfers. Seller shall at its expense cause the Facility to maintain its registration in good standing with the Center for Resource Solution's Green-e program throughout the Term. Seller shall reasonably cooperate in any registration by PacifiCorp of the Facility in the renewable portfolio standard or equivalent program in all such further states and programs in which PacifiCorp may wish to register or maintain registration of the Facility by providing copies of all such information as PacifiCorp reasonably requires for such registration.

4.54.6

SECTION 5: PURCHASE PRICES

5.1 Seller shall have the option to select one of ~~four-five~~ pricing options:—; Standard Fixed Avoided Cost Prices (“Fixed Price Standard”), Renewable Fixed Avoided Cost Prices (“Fixed Price Renewable”), Firm Market Indexed Avoided Cost Prices (“Firm Electric Market”), Gas Market Indexed Avoided Cost Prices (“Gas Market”), or Banded Gas Market Indexed Avoided Cost Prices (“Banded Gas Market”), as published in Schedule 37. Once an option is selected the option will remain in effect for the duration of the Facility’s contract. Seller has selected the following (Seller to initial one):

_____ Fixed Price Standard
_____ ~~Fixed Price Renewable~~
_____ Firm Electric Market
_____ Gas Market
_____ Banded Gas Market

A copy of Schedule 37, and a table summarizing the purchase prices under the pricing option selected by Seller, is attached as **Exhibit G**.

5.2 (Fixed Price Standard Sellers Only). In the event Seller elects the Fixed Price Standard payment method, PacifiCorp shall pay Seller the applicable On-Peak and Off-Peak rates specified in **Schedule 37** during the first fifteen (15) years after the Scheduled Initial Delivery Date. Thereafter, PacifiCorp shall pay Seller market-based rates, using the following pricing option (Seller to initial one):

- _____ Firm Electric Market
- _____ Gas Market
- _____ Banded Gas Market

~~5.3 (Fixed Price Renewable Sellers Only). In the event Seller elects the Fixed Price Renewable payment method, PacifiCorp shall pay Seller the applicable On-Peak and Off-Peak rates specified in Schedule 37 during the first fifteen (15) years after the Scheduled Initial Delivery Date. Thereafter, PacifiCorp shall pay Seller Firm Electric Market.~~

~~5.3.4~~ If the Seller elects a gas market indexed price option, the index shall be the Opal Gas Market Index as provided in Schedule 37. In the event that Platt ceases to publish the Opal Gas Market Index, the Company shall replace the index with a similar gas index.

~~5.4.5~~ For all Excess Output and for all Net Output delivered prior to the Commercial Operation Date, PacifiCorp shall pay Seller a 93 percent times of the blended market index price for day-ahead non-firm energy at Mid-Columbia, California-Oregon Border (COB), Four Corners and Palo Verde (Mid-C) market indexes as reported by the ICE/Dow Jones, for the On-Peak and Off-Peak periods. PacifiCorp shall document its calculation of the blended rate, upon request, to Seller. Such payment will be accomplished by adjustments pursuant to Section 9.2.

~~5.6~~ ~~5.5~~ Environmental Attributes. PacifiCorp waives any claim to Seller's ownership of Environmental Attributes under this Agreement. Environmental Attributes means (a) the Environmental Attributes associated with all Output, together with (b) the Green Tag Reporting Rights associated with such energy and Environmental Attributes, however commercially transferred or traded under any or other product names, such as "Renewable Energy Credits," "Green Tags," "Green e-Certified," or as those terms are commonly used in the regional electric utility industry. One Renewable Energy Credit represents the Environmental Attributes made available by the generation of one MWh of energy from the Facility, include, but are not limited to, Green Tags, Green Certificates, Renewable Energy Credits (RECs) and Tradable Renewable Certificates (TRCs) (as those terms are commonly used in the regional electric utility industry) directly associated with the production of energy from the Seller's Facility.

~~(Fixed Price Standard Sellers Only): PacifiCorp waives any claim to Seller's ownership of Environmental Attributes Green Tags under this Agreement.~~

~~(Fixed Price Renewable Seller Only): During the Renewable Resource Deficiency Period Seller shall transfer those Environmental Attributes Green Tags to PacifiCorp where~~

~~“Renewable Resource Deficiency” means the period January 1, through the Termination Date in accordance with Section 4.6.~~

SECTION 6: OPERATION AND CONTROL

6.1 As-Built Supplement. Upon completion of initial (and any subsequent) construction of the Facility, Seller shall provide PacifiCorp an As-built Supplement to specify the actual Facility as built. The As-built Supplement must be reviewed and approved by PacifiCorp, which approval shall not unreasonably be withheld, conditioned or delayed.

6.2 Incremental Utility Upgrades. At start-up (and at any other time upon at least six month’s prior written notice), Seller may increase Net Output, if such increase is due to normal variances in estimated versus actual performance, changed Facility operations, or improvements in Facility efficiency. Seller may not increase Net Output under this Agreement by installing additional generating units. In the case of substantial upgrades, PacifiCorp may require Seller to comply with Section 3.2.8(e) (in the event that the Facility upgrade causes the Facility Capacity Rating to exceed 3,000 kW) and increase its Minimum Annual Delivery obligation in Section 4.3 (if appropriate). PacifiCorp may also update Seller’s security obligation (if applicable). So long as the Facility Capacity Rating after the upgrade is 10,000 kW or less, Seller will continue to receive the Contract Price for the Net Output, as set forth in Sections 5.1 and 5.2 of this Agreement. If Seller increases the Facility Capacity Rating above 10,000 kW, then (on a going forward basis) PacifiCorp shall pay Seller the Contract Price for the fraction of total Net Output equal to 10,000 kW divided by the Facility Capacity Rating of the upgraded Facility. For the remaining fraction of Net Output, PacifiCorp and Seller shall agree to a new negotiated rate. Seller shall be responsible for ensuring that any planned increase in the Facility Capacity Rating or the maximum instantaneous capacity of the Facility complies with Seller’s Generation Interconnection Agreement and any other agreements with PacifiCorp.

6.3 Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement (if applicable), Prudent Electrical Practices and in accordance with the requirements of all applicable federal, state and local laws and the National Electric Safety Code as such laws and code may be amended from time to time. PacifiCorp shall have no obligation to purchase Net Output from the Facility to the extent the interconnection between the Facility and PacifiCorp’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 non-compliance with the Generation Interconnection Agreement. PacifiCorp shall have the right to inspect the Facility to confirm that Seller is operating the Facility in accordance with the provisions of this Section 6.3 upon reasonable notice to Seller. Seller is solely responsible for the operation and maintenance of the Facility. PacifiCorp 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.

6.4 Scheduled Outages. Seller may cease operation of the entire Facility or individual units, if applicable, for maintenance or other purposes. Seller shall exercise its best efforts to notify PacifiCorp of planned outages at least ninety (90) days prior, and shall reasonably accommodate PacifiCorp's request, if any, to reschedule such planned outage in order to accommodate PacifiCorp's need for Facility operation.

6.5 Unplanned Outages. In the event of an unscheduled outage or curtailment exceeding twenty-five (25) percent of the Facility Capacity Rating (other than curtailments due to lack of motive force), Seller immediately shall notify PacifiCorp of the necessity of such unscheduled outage or curtailment, the time when such has occurred or will occur and the anticipated duration. Seller shall take all reasonable measures and exercise its best efforts to avoid unscheduled outage or curtailment, to limit the duration of such, and to perform unscheduled maintenance during Off-Peak hours.

SECTION 7: FUEL/MOTIVE FORCE

Prior to the Effective Date of this Agreement, Seller provided to PacifiCorp a fuel or motive force plan acceptable to PacifiCorp in its reasonable discretion and attached hereto as **Exhibit D-1**, together with a certification from a Licensed Professional Engineer to PacifiCorp attached hereto as **Exhibit D-2**, certifying that the implementation of the fuel or motive force plan can reasonably be expected to provide fuel or motive force to the Facility for the duration of this Agreement adequate to generate power and energy in quantities necessary to deliver the Minimum Annual Delivery set forth by Seller in Section 4.

SECTION 8: METERING

8.1 PacifiCorp shall design, furnish, install, own, inspect, test, maintain and replace all metering equipment required pursuant to the Generation Interconnection Agreement, if applicable.

8.2 Metering shall be performed at the location and in a manner consistent with this Agreement and as specified in the Generation Interconnection Agreement, or, if the Net Output is to be wheeled to PacifiCorp by another utility, metering will be performed in accordance with the terms of PacifiCorp's interconnection agreement with such other utility. All quantities of energy purchased hereunder shall be adjusted to account for electrical losses, if any between the point of metering and the Point of Delivery, so that the purchased amount reflects the net amount of energy flowing into PacifiCorp's system at the Point of Delivery.

8.3 PacifiCorp shall periodically inspect, test, repair and replace the metering equipment as provided in the Generation Interconnection Agreement, if applicable. If the Net Output is to be wheeled to PacifiCorp by another utility, meter inspection, testing, repair and replacement will be performed in accordance with the terms of PacifiCorp's interconnection agreement with such utility. If any of the inspections or tests discloses an error exceeding two percent (2%), either fast or slow, proper correction, based upon the inaccuracy found, shall be made of previous readings for the actual period during which the metering equipment rendered inaccurate measurements if that period can be ascertained. If the actual period cannot be

ascertained, the proper correction shall be made to the measurements taken during the time the metering equipment was in service since last tested, but not exceeding three (3) Billing Periods, in the amount the metering equipment shall have been shown to be in error by such test. Any correction in billings or payments resulting from a correction in the meter records shall be made in the next monthly billing or payment rendered following the repair of the meter.

SECTION 9: BILLINGS, COMPUTATIONS, AND PAYMENTS

9.1 On or before the thirtieth (30th) day following the end of each Billing Period, PacifiCorp shall send to Seller payment for Seller's deliveries of Net Output to PacifiCorp, together with computations supporting such payment. PacifiCorp may offset any such payment to reflect amounts owing from Seller to PacifiCorp pursuant to this Agreement, the Generation Interconnection Agreement, or any other agreement between the Parties.

9.2 Corrections. PacifiCorp shall have up to eighteen months to adjust any payment made pursuant to Section 9.1. In the event PacifiCorp determines it has overpaid Seller (for Excess Output or otherwise), PacifiCorp may adjust Seller's future payment accordingly in order to recapture any overpayment in a reasonable time.

9.3 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 10: SECURITY

Unless Seller has adopted the creditworthiness warranties contained in Section 3.2.8, Seller must provide security (if requested by PacifiCorp) in the form of a cash escrow, letter of credit, senior lien, or step-in rights. Seller hereby elects to provide, in accordance with the applicable terms of this Section 10, the following security (Seller to initial one selection only):

- Cash Escrow
- Letter of Credit
- Senior Lien
- Step-in Rights
- Seller has adopted the Creditworthiness Warranties of Section 3.2.8.

In the event Seller's obligation to post default security (under Section 10 or Section 11.1.4) arises solely from Seller's delinquent performance of construction-related financial obligations, upon Seller's request, PacifiCorp will excuse Seller from such obligation in the event Seller has negotiated financial arrangements with its construction lenders that mitigate Seller's financial risks to PacifiCorp's reasonable satisfaction.

[SKIP THIS SECTION 10.1 UNLESS SELLER SELECTED CASH ESCROW ALTERNATIVE]

10.1 Cash Escrow Security. Seller shall deposit in an escrow account established by PacifiCorp in a banking institution acceptable to both Parties, the Default Security. Such sum shall earn interest at the rate applicable to money market deposits at such banking institution from time to time. To the extent PacifiCorp receives payment from the Default Security, Seller shall, within fifteen (15) days, restore the Default Security as if no such deduction had occurred.

[SKIP THIS SECTION 10.2 UNLESS SELLER SELECTED LETTER OF CREDIT ALTERNATIVE]

10.2 Letter of Credit Security. Seller shall post and maintain in an amount equal to the Default Security: (a) a guaranty from a party that satisfies the Credit Requirements, in a form acceptable to PacifiCorp in its discretion, or (b) a Letter of Credit in favor of PacifiCorp. To the extent PacifiCorp receives payment from the Default Security, Seller shall, within fifteen (15) days, restore the Default Security as if no such deduction had occurred.

[SKIP THIS SECTION 10.3 UNLESS SELLER SELECTED SENIOR LIEN ALTERNATIVE]

10.3 Senior Lien. Before the Scheduled Commercial Operation Date, Seller shall grant PacifiCorp a senior, unsubordinated lien on the Facility and its assets as security for performance of this Agreement by executing, acknowledging and delivering a security agreement and a deed of trust or a mortgage, in a recordable form (each in a form satisfactory to PacifiCorp in the reasonable exercise of its discretion). Pending delivery of the senior lien to PacifiCorp, Seller shall not cause or permit the Facility or its assets to be burdened by liens or other encumbrances that would be superior to PacifiCorp's, 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 posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.

[SKIP THIS SECTION 10.4 UNLESS SELLER SELECTED STEP-IN RIGHTS ALTERNATIVE]

10.4 Step-in Rights (Operation by PacifiCorp Following Event of Default of Seller).

Prior to any termination of this Agreement due to an Event of Default of Seller, as identified in Section 11, PacifiCorp shall have the right, but not the obligation, to possess, assume control of, and operate the Facility as agent for Seller (in accordance with Seller's rights, obligations, and interest under this Agreement) during the period provided for herein. Seller shall not grant any person, other than the lending institution providing financing to the Seller for construction of the Facility ("Facility Lender"), a right to possess, assume control of, and operate the Facility that is equal to or superior to PacifiCorp's right under this Section 10.4.

PacifiCorp shall give Seller ten (10) calendar days notice in advance of the contemplated exercise of PacifiCorp's rights under this Section 10.4. Upon such notice, Seller shall collect and have available at a convenient, central location at the Facility all documents, contracts, books, manuals, reports, and records required to construct, operate, and maintain the Facility in

accordance with Prudent Electrical Practices. Upon such notice, PacifiCorp, its employees, contractors, or designated third parties shall have the unrestricted right to enter the Facility for the purpose of constructing and/or operating the Facility. Seller hereby irrevocably appoints PacifiCorp as Seller's attorney-in-fact for the exclusive purpose of executing such documents and taking such other actions as PacifiCorp may reasonably deem necessary or appropriate to exercise PacifiCorp's step-in rights under this Section 10.4.

During any period that PacifiCorp is in possession of and constructing and/or operating the Facility, no proceeds or other monies attributed to operation of the Facility shall be remitted to or otherwise provided to the account of Seller until all Events of Default of Seller have been cured.

During any period that PacifiCorp is in possession of and operating the Facility, Seller shall retain legal title to and ownership of the Facility and PacifiCorp shall assume possession, operation, and control solely as agent for Seller.

In the event PacifiCorp is in possession and control of the Facility for an interim period, Seller shall resume operation and PacifiCorp shall relinquish its right to operate when Seller demonstrates to PacifiCorp's reasonable satisfaction that it will remove those grounds that originally gave rise to PacifiCorp's right to operate the Facility, as provided above, in that Seller (i) will resume operation of the Facility in accordance with the provisions of this Agreement, and (ii) has cured any Events of Default of Seller which allowed PacifiCorp to exercise its rights under this Section 10.4.

In the event that PacifiCorp is in possession and control of the Facility for an interim period, the Facility Lender, or any nominee or transferee thereof, may foreclose and take possession of and operate the Facility and PacifiCorp shall relinquish its right to operate when the Facility Lender or any nominee or transferee thereof, requests such relinquishment.

PacifiCorp's exercise of its rights hereunder to possess and operate the Facility shall not be deemed an assumption by PacifiCorp of any liability attributable to Seller. If at any time after exercising its rights to take possession of and operate the Facility PacifiCorp elects to return such possession and operation to Seller, PacifiCorp shall provide Seller with at least fifteen (15) calendar days advance notice of the date PacifiCorp intends to return such possession and operation, and upon receipt of such notice Seller shall take all measures necessary to resume possession and operation of the Facility on such date.

SECTION 11: DEFAULTS AND REMEDIES

11.1 Events of Default. The following events shall constitute defaults under this Agreement:

Breach of Material Term. Failure of a Party to perform any material obligation imposed upon that Party by this Agreement (including but not limited to failure by Seller to meet any deadline set forth in Section 2) or breach by a Party of a representation or warranty set forth in this Agreement.

Default on Other Agreements. Seller's failure to cure any default under any commercial or financing agreements or instrument (including the Generation Interconnection Agreement) within the time allowed for a cure under such agreement or instrument.

Insolvency. A Party (a) makes an assignment for the benefit of its creditors; (b) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it and such petition is not withdrawn or dismissed within sixty (60) days after such filing; (c) becomes insolvent; or (d) is unable to pay its debts when due.

Material Adverse Change. A Material Adverse Change has occurred with respect to Seller and Seller fails to provide such performance assurances as are reasonably requested by PacifiCorp, including without limitation the posting of additional Default Security, within thirty (30) days from the date of such request;

Delayed Commercial Operations. Seller's failure to achieve the Commercial Operation Date by the Scheduled Commercial Operation Date.

Underdelivery. If Seller's Facility has a Facility Capacity Rating of 100 kW or less, Seller's failure to satisfy the minimum delivery obligation of Section 4.3 for two (2) consecutive years; else Seller's failure to satisfy the minimum delivery obligation of Section 4.3 for one year.

11.2 Notice; Opportunity to Cure.

Notice. In the event of any default hereunder, the non-defaulting Party must notify the defaulting Party in writing of the circumstances indicating the default and outlining the requirements to cure the default.

Opportunity to Cure. A Party defaulting under Section 11.1.1 or 11.1.5 shall have thirty (30) days to cure after receipt of proper notice from the non-defaulting Party. This thirty (30) day period shall be extended by an additional ninety (90) days if (a) the failure cannot reasonably be cured within the thirty (30) day period despite diligent efforts, (b) the default is capable of being cured within the additional ninety (90) day period, and (c) the defaulting Party commences the cure within the original thirty (30) day period and is at all times thereafter diligently and continuously proceeding to cure the failure.

Seller Default Under Other Agreements. Seller shall cause any notices of default under any of its commercial or financing agreements or instruments to be sent by the other party to such agreements or instruments, or immediately forwarded, to PacifiCorp as a notice in accordance with Section 23.

Seller Delinquent on Construction-related Financial Obligations. Seller promptly shall notify PacifiCorp (or cause PacifiCorp to be notified) anytime it becomes delinquent under any construction related financing agreement or instrument related to the Facility. Such delinquency may constitute a Material Adverse Change, subject to Section 11.1.4.

11.3 Termination.

Notice of Termination. If a default described herein has not been cured within the prescribed time, above, the non-defaulting Party may terminate this Agreement at its sole discretion by delivering written notice to the other Party and may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement; *provided, however* that PacifiCorp shall not terminate: (a) for a default under Section 11.1.5 unless PacifiCorp is in a resource deficient state during the period Commercial Operation is delayed; or (b) for a default under Section 11.1.6, unless such default is material. The rights provided in Section 10 and this Section 11 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights. Further, the Parties may by mutual written agreement amend this Agreement in lieu of a Party's exercise of its right to terminate.

In the event this Agreement is terminated because of Seller's default and Seller wishes to again sell Net Output to PacifiCorp following such termination, PacifiCorp 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 Termination Date (as set forth in Section 2.4). At such time Seller and PacifiCorp agree to execute a written document ratifying the terms of this Agreement.

Damages. If this Agreement is terminated as a result of Seller's default, Seller shall pay PacifiCorp the positive difference, if any, obtained by subtracting the Contract Price from the sum of the Replacement Price for the Minimum Annual Delivery that Seller was otherwise obligated to provide for a period of twenty-four (24) months from the date of termination plus any cost incurred for transmission purchased to deliver the replacement power to the Point of Delivery, and the estimated administrative cost to the utility to acquire replacement power. Amounts owed by Seller pursuant to this paragraph shall be due within five (5) business days after any invoice from PacifiCorp for the same.

If this Agreement is terminated because of Seller's default, PacifiCorp may foreclose upon any security provided pursuant to Section 10 to satisfy any amounts that Seller owes PacifiCorp arising from such default.

11.4 Damages.

Failure to Deliver Net Output. In the event of Seller default under Subsection 11.1.5 or Subsection 11.1.6, then Seller shall pay PacifiCorp the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price for any energy and capacity that Seller was otherwise obligated (under Section 4.3) to provide during the period of default ("**Net Replacement Power Costs**"); *provided, however*, that the positive difference obtained by subtracting the Contract Price from the Replacement Price shall not exceed the Contract Price, and the period of default under this Section 11.4.1 shall not exceed one Contract Year.

Recoupment of Damages.

Default Security Available. If Seller has posted Default Security, PacifiCorp may draw upon that security to satisfy any damages, above.

Default Security Unavailable. If Seller has not posted Default Security, or if PacifiCorp has exhausted the Default Security, PacifiCorp may collect any remaining amount owing by partially

withholding future payments to Seller over a reasonable period of time, which period shall not be less than the period over which the default occurred. PacifiCorp and Seller shall work together in good faith to establish the period, and monthly amounts, of such withholding so as to avoid Seller's default on its commercial or financing agreements necessary for its continued operation of the Facility.

SECTION 12: INDEMNIFICATION AND LIABILITY

12.1 Indemnities.

Indemnity by Seller. Seller shall release, indemnify and hold harmless PacifiCorp, its directors, officers, agents, and representatives against and from any and all loss, fines, penalties, 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 (a) the energy delivered by Seller under this Agreement to and at the Point of Delivery, (b) any facilities on Seller's side of the Point of Delivery, (c) Seller's operation and/or maintenance of the Facility, or (d) arising from 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 PacifiCorp, Seller or others, excepting only such loss, claim, action or suit as may be caused solely by the fault or gross negligence of PacifiCorp, its directors, officers, employees, agents or representatives.

Indemnity by PacifiCorp. PacifiCorp shall release, indemnify and hold harmless Seller, its directors, officers, agents, Lenders and representatives against and from any and all loss, fines, penalties, 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 the energy delivered by Seller under this Agreement after the Point of Delivery, 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, excepting only such loss, claim, action or suit as may be caused solely by the fault or gross negligence of Seller, its directors, officers, employees, agents, Lenders or representatives.

12.2 No Dedication. 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 PacifiCorp as an independent public utility corporation or Seller as an independent individual or entity.

12.3 No Consequential Damages. EXCEPT TO THE EXTENT SUCH DAMAGES ARE INCLUDED IN THE LIQUIDATED DAMAGES, DELAY DAMAGES, COST TO COVER DAMAGES OR OTHER SPECIFIED MEASURE OF DAMAGES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR

PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE.

SECTION 13: INSURANCE (FACILITIES OVER 200KW ONLY)

13.1 Certificates. Prior to connection of the Facility to PacifiCorp's electric system, or another utility's electric system if delivery to PacifiCorp is to be accomplished by wheeling, Seller shall secure and continuously carry insurance in compliance with the requirements of this Section. Seller shall provide PacifiCorp insurance certificate(s) (of "ACORD Form" or the equivalent) certifying Seller's compliance with the insurance requirements hereunder. Commercial General Liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate. If requested by PacifiCorp, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to PacifiCorp.

13.2 Required Policies and Coverages. Without limiting any liabilities or any other obligations of Seller under this Agreement, Seller shall secure and continuously carry with an insurance company or companies rated not lower than "B+" by the A.M. Best Company the insurance coverage specified below:

Commercial General Liability insurance, to include contractual liability, with a minimum single limit of \$1,000,000 to protect against and from all loss by reason of injury to persons or damage to property based upon and arising out of the activity under this Agreement.

All Risk Property insurance providing coverage in an amount at least equal to the full replacement value of the Facility against "all risks" of physical loss or damage, including coverage for earth movement, flood, and boiler and machinery. The Risk policy may contain separate sub-limits and deductibles subject to insurance company underwriting guidelines. The Risk Policy will be maintained in accordance with terms available in the insurance market for similar facilities.

13.3 The Commercial General Liability policy required herein shall include i) provisions or endorsements naming PacifiCorp, its Board of Directors, Officers and employees as additional insureds, and ii) cross liability coverage so that the insurance applies separately to each insured against whom claim is made or suit is brought, even in instances where one insured claims against or sues another insured.

13.4 All liability policies required by this Agreement shall include provisions that such insurance is primary insurance with respect to the interests of PacifiCorp and that any other insurance maintained by PacifiCorp is excess and not contributory insurance with the insurance required hereunder, and provisions that such policies shall not be canceled or their limits of liability reduced without 1) ten (10) days prior written notice to PacifiCorp if canceled for nonpayment of premium, or 2) thirty (30) days prior written notice to PacifiCorp if canceled for any other reason.

13.5 Insurance coverage provided on a "claims-made" basis shall be maintained by Seller for a minimum period of five (5) years after the completion of this Agreement and for

such other length of time necessary to cover liabilities arising out of the activities under this Agreement.

SECTION 14: FORCE MAJEURE

14.1 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 PacifiCorp 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 fuel or motive force resources to operate the Facility or changes in market conditions that affect the price of energy or transmission. 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 event of Force Majeure, after which such Party shall recommence performance of such obligation, provided that:

the non-performing Party, shall, within two (2) weeks after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and

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

the non-performing Party uses its best efforts to remedy its inability to perform.

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

14.3 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.

14.4 PacifiCorp may terminate the Agreement if Seller fails to remedy Seller's inability to perform, due to an event of Force Majeure, within six months after the occurrence of the event.

SECTION 15: 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 16: 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 17: PARTIAL INVALIDITY

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.

SECTION 18: 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 19: GOVERNMENTAL JURISDICTIONS 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 PacifiCorp.

SECTION 20: REPEAL OF PURPA

This Agreement shall not terminate upon the repeal of the PURPA, unless such termination is mandated by federal or state law.

SECTION 21: 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, conditioned or delayed. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a lender as part of a financing transaction or 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 22: ENTIRE AGREEMENT

22.1 This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PacifiCorp'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.

22.2 By executing this Agreement, Seller releases PacifiCorp from any claims, known or unknown, that may have arisen prior to the Effective Date.

SECTION 23: NOTICES

23.1 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.

Notices	PacifiCorp	Seller
All Notices	PacifiCorp 825 NE Multnomah Street Portland, OR 97232 Attn: Contract Administration, Suite 600 Phone: (503) 813 - 59525380 Facsimile: (503) 813 - 6291 Duns: 00-790-9013 Federal Tax ID Number: 93-0246090	
All Invoices:	(same as street address above) Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	
Scheduling:	(same as street address above) Attn: Resource Planning, Suite 600 Phone: (503) 813 - 6090 Facsimile: (503) 813 - 6265	
Payments:	(same as street address above) Attn: Back Office, Suite 700	

Notices	PacifiCorp	Seller
	Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	
Wire Transfer:	Bank One N.A. ABA: ACCT: NAME: PacifiCorp Wholesale	
Credit and Collections:	(same as street address above) Attn: Credit Manager, Suite 71900 Phone: (503) 813 - 5684 Facsimile: (503) 813 - 5609	
With Additional Notices of an Event of Default or Potential Event of Default to:	(same as street address above) Attn: PacifiCorp General Counsel Phone: (503) 813-5029 Facsimile: (503) 813-7252	

23.2 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 23.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the date first above written.

PacifiCorp

Seller

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
DESCRIPTION OF SELLER'S FACILITY
[Seller to Complete]

Seller's Facility consists of _____ generators manufactured by _____ . More specifically, each generator at the Facility is described as:

Type (synchronous or inductive):

Model:

Number of Phases:

Rated Output (kW):

Rated Output (kVA):

Rated Voltage (line to line):

Rated Current (A): Stator: ____ A; Rotor: ____ A

Maximum kW Output: _____ kW **Maximum kVA Output:** _____ kVA

Minimum kW Output: _____ kW

Manufacturer's Guaranteed Cut-in Wind Speed [if applicable]:

Facility Capacity Rating: _____ kW at _____

Identify the maximum output of the generator(s) and describe any differences between that output and the Nameplate Capacity Rating:

Station service requirements, and other loads served by the Facility, if any, are described as follows:

_____.

Location of the Facility: The Facility is to be constructed in the vicinity of _____ in _____ County, _____. The location is more particularly described as follows:

[legal description of parcel]

Power factor requirements:

Rated Power Factor (PF) or reactive load (kVAR):

EXHIBIT B

SELLER'S INTERCONNECTION FACILITIES

[Seller to provide its own diagram and description]

POINT OF DELIVERY / SELLER'S INTERCONNECTION FACILITIES

Instructions to Seller:

1. Include description of point of metering, and Point of Delivery
2. Provide interconnection single line drawing of Facility including any transmission facilities on Seller's side of the Point of Delivery.

EXHIBIT C
REQUIRED FACILITY DOCUMENTS

REQUIRED OF ALL FACILITIES:

QF Certification
Interconnection Agreement
Fuel Supply Agreement, if applicable
Qualifying Reporting Entity (QRE) Agreement

REQUIRED IF SELLER ELECTS TO GRANT SENIOR LIEN OR STEP-IN RIGHTS:

Deed or Lease to Facility Premises
Preliminary Title Report of Premises
Proof of ownership of Facility
Off-take sale agreements, e.g. surplus heat sale contract, if applicable

Depending upon the type of Facility and its specific characteristics, additional Required Facility Documents may be requested.

**EXHIBIT D-1
SELLER'S MOTIVE FORCE PLAN**

A. MONTHLY DELIVERY SCHEDULES AND SCHEDULED MAINTENANCE

Month	Average Energy (kWh)
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Seller provide an estimate of the average monthly Net Output of the Facility, and explain the basis for the estimate.

B. MINIMUM ANNUAL DELIVERY CALCULATION

Seller specify the Minimum Annual Delivery of the Facility, and explain the basis for the estimate. NOTE: The Minimum Annual Delivery should be based on the most adverse natural motive force conditions reasonably expected and should take into account maintenance and Seller's load (if any).

C. MAXIMUM ANNUAL DELIVERY CALCULATION

Seller specify the estimated Maximum Annual Delivery of the Facility, and explain the basis for the estimate.

**EXHIBIT D-2
ENGINEER'S CERTIFICATION
OF
MOTIVE FORCE PLAN**

Seller provide a written declaration from a Licensed Professional Engineer to PacifiCorp that the Facility is likely capable under average conditions foreseeable during the term of this Agreement of meeting Seller's estimated average, maximum, and minimum Net Output.

EXHIBIT E

START-UP TESTING

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): **[Seller identify appropriate tests]**

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 PacifiCorp.

Required start-up tests 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 PacifiCorp'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 F

Seller Authorization to Release Generation Data to PacifiCorp

[Interconnection Customer Letterhead]

Transmission Services
Attn: Director, Transmission Services
825 NE Multnomah, Suite 1600
Portland, OR 97232

RE: _____ Interconnection Request

Dear Sir:

_____ hereby voluntarily authorizes PacifiCorp's Transmission business unit to share _____'s generator interconnection information and generator meter data with Marketing Affiliate employees of PacifiCorp Energy, including, but not limited to those in the Commercial and Trading group. _____ acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.

Name

Title

Date

EXHIBIT G
SCHEDULE 37 and PRICING SUMMARY TABLE

|

Seller's Contact Person: [.....]

WITNESS MY HAND,

a _____

By _____

Its _____

Date: _____

This Attestation may be disclosed by Seller and PacifiCorp to others, including the Center for Resource Solutions and the public utility commissions having jurisdiction over PacifiCorp, to substantiate and verify the accuracy of PacifiCorp's advertising and public communication claims, as well as in PacifiCorp's advertising and other public communications.

EXHIBIT I

QUALIFIED REPORTING ENTITY SERVICES AGREEMENT

C & T Master v1.1; 071411

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

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

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

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

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

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

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

I. _____ Definitions; Rules of Construction.

1.1 _____ Initially capitalized terms used and not otherwise defined herein are defined in the in the Operating Rules or in Attachment I Definitions of the WREGIS TOU.

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

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

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

1.5 "FERC" means the Federal Energy Regulatory Commission.

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

1.7 "Facility" is defined in the Preamble.

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

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

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

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

1.12 "NERC" means the North American Electric Reliability Corporation.

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

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

1.15 "ORE" means a WREGIS-defined Qualified Reporting Entity.

1.16 "Renewable" is defined in section 2 of the WREGIS Operating Rules.

1.17 "Requirements of Law" means any applicable federal, state and local law, statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any federal, state, local or other Governmental Authority or regulatory body (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

1.18 "Settlement Estimation Procedures" means a calculation based on standard utility estimation rules using algorithms developed and approved by PacifiCorp's billing department.

1.19 "System" means the electric transmission substation and transmission or distribution facilities owned, operated or maintained by Transmission Provider, which shall include, after construction and installation of the Facility, the circuit reinforcements, extensions, and associated terminal facility reinforcements or additions required to interconnect the Facility, all as set forth in the Generation Interconnection Agreement.

1.20 "Tariff" means PacifiCorp FERC Electric Tariff Fifth Revised Volume No. 11 Pro Forma Open Access Transmission Tariff.

1.21 "Transmission Provider" means the FERC-regulated or United States Department of Energy entity with whom the Facility has contracted for electric transmission at and away from the Facility to any point on, or interconnection with, the electric transmission grid; in the event Transmission Provider is PacifiCorp, PacifiCorp would be the interconnection Provider operating in its regulated transmission function, and not as the party hereto.

1.22 "Wholesale Generation Also Serving On-Site Loads" is defined in section 2 of the WREGIS Operating Rules.

1.23 "WBCC" means the Western Electricity Coordinating Council.

1.24 "WREGIS" means the Western Renewable Energy Generation Information System.

1.25 "WREGIS Certificate" or "Certificate" means "Certificate" as defined by the WREGIS Operating Rules.

1.26 "WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS, including the TOU.

1.27 General Rules of Interpretation. Unless otherwise required by the context in which any term appears, (a) the singular includes the plural and vice versa; (b) references to "Articles," "Sections," "Schedules," "Annexes," "Appendices" or "Exhibits" are to articles, sections, schedules, annexes, appendices or exhibits hereof; (c) all references to a particular entity or an electricity market price index include a reference to such entity's or index's successors; (d) "herein," "hereof" and "hereunder" refer to this Agreement as a whole; (e) all accounting terms not specifically defined herein shall be construed in accordance with generally

accepted accounting principles consistently applied; (f) the masculine includes the feminine and neuter and vice versa; (g) "including" means "including, without limitation" or "including, but not limited to"; (h) all references to a particular law or statute mean that law or statute as amended from time to time; and (i) the word "or" is not necessarily exclusive.

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

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

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

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

II. Term and Termination.

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

III. ORE Services.

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

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

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

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

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

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

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

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

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

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

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

the corrected data as soon as practical, but not later than five (5) Business Days from the date Counterparty discovers that discrepancy in the Data or Output information.

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

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

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

3.10 Measurement.

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

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

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

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

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

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

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

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

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

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

IV. Indemnity and Hold Harmless by Counterparty.

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

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

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

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

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

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

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

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

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

4.8 Counterparty agrees to defend, indemnify, and hold harmless PacifiCorp and its directors, officers, employees, and agents from and against any and all claims (including third-party claims); causes of action, whether in contract, tort, or any other legal theory (including strict liability); demands; damages; costs; liabilities.; losses and expenses (including

reasonable attorney's fees and court costs) of any nature whatsoever, whenever arising out of, resulting from, attributable to, or related to Counterparty generation Data our Output for any inaccuracy, error, or delay in or omission of (i) any Data, information, or service, or (ii) the transmission or delivery of any Data, information, or service; any interruption of any such Data, Output, information, or service (whether or not caused by PacifiCorp); or any financial, business, commercial, or other judgment, decision, act, or omission made by any person or entity based upon or related to the information.

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

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

V. Further Counterparty Obligations.

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

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

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

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

5.5 Costs of Ownership and Operation. Without limiting the generality of any other provision hereof, Counterparty shall be solely responsible for paying when due (a) all costs of owning and operating the Facility in compliance with existing and future Requirements of Law and the terms and conditions hereof, and (b) all taxes and charges (however characterized) now existing or hereinafter imposed on or with respect to the Facility, its operation, or on or with respect to emissions or other environmental impacts of the Facility, including any such tax or charge (however characterized) to the extent payable by a generator of such energy or renewable energy certificates.

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

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

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

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

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

VI. Representations and Warranties.

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

6.2 Representations and Warranties of Counterparty. Counterparty hereby represents and warrants to PacifiCorp: (i) it is not relying upon any representations of PacifiCorp other than those expressly set forth herein; (ii) it has entered hereinto with a full understanding of

the material terms and risks of the same, and it is capable of assuming those risks; (iii) it has made its trading and investment decisions based upon its own judgment and any advice from such advisors as it has deemed necessary and not in reliance upon any view expressed by PacifiCorp; (iv) it has not received from PacifiCorp any assurances or promises regarding any financial results or benefits hereunder; (v) service hereunder is not a utility service within the meaning of Section 466 of the United States Bankruptcy Code; and (vi) Counterparty holds legal title to the Facility or otherwise holds the legal right to cause the Facility to enter into this Agreement.

VII. Financial Responsibility.

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

VIII. Events of Default; Remedies.

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

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

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

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

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

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

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

8.1.7 In the case of Counterparty;

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

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

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

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

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

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

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

8.5 Limitation of Liability. THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED HEREIN SATISFY THE ESSENTIAL PURPOSES HEREOF, FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGE IS PROVIDED. SUCH REMEDY OR MEASURE SHALL BE THE SOLE AND EXCLUSIVE REMEDY THEREFOR. LIABILITY THAT HAS NOT BEEN OTHERWISE EXCLUDED PURSUANT TO THE TERMS HEREOF SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AS THE SOLE AND EXCLUSIVE REMEDY, EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN. NO PARTY SHALL BE REQUIRED TO PAY OR BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFIT OR BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, CONTRACT OR OTHERWISE.

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

IX. Force Majeure.

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

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

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

X. Miscellaneous.

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

10.2 Restriction on Assignments. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment in violation hereof shall be void ab initio. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

10.3 Notices. All notices, requests, statements or payments shall be made to the addresses set out on the Notices Exhibit. Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice by facsimile or hand delivery shall be deemed to have been given when received or hand delivered. Notice by overnight mail or courier shall be deemed to have been given on the date and time evidenced by the delivery

receipt. The Parties may change any of the persons to whom notices are addressed, or their addresses, by providing written notice in accordance with this Section.

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

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

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

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

10.8 No Third Party Beneficiaries. With the exception of Transmission Provider and Interconnection Provider, who are express third party beneficiaries hereof, this Agreement confers no rights whatsoever upon any person other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person not a Party hereto.

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

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

PacifiCorp

(Counterparty)

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

Exhibit A

Facility and Generation Data to be sent by QRE

For Facility enter the following information:

Facility Name and Address

Resource ID and Meter Number (Device ID) as listed on the Meter Service Agreement for the ISO Metered Entities (MSA/ISOME) Schedule 1

WREGIS ID

Meter Points