



Oregon

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Public Utility Commission

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August 26, 2020



BY EMAIL

Portland General Electric Company

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RE: Advice No. 20-21

At the public meeting on August 25, 2020, the Commission adopted Staff's recommendation in the matter docketed as ADV 1164. The Staff Report and a receipted copy of the sheets in your advice filings are attached. Additionally, a receipted copy of the tariff sheets filed in UE 358, Advice No. 20-02, which were not replaced by later filings, are attached.

Nolan Moser

Chief Administrative Law Judge

Public Utility Commission of Oregon

(503) 378-3098

**PUBLIC UTILITY COMMISSION OF OREGON
STAFF REPORT
PUBLIC MEETING DATE: August 25, 2020**

REGULAR X CONSENT _____ EFFECTIVE DATE _____ N/A _____

DATE: August 13, 2020

TO: Public Utility Commission

FROM: Scott Gibbens

THROUGH: Bryan Conway and John Crider **SIGNED**

SUBJECT: PORTLAND GENERAL ELECTRIC:
(Docket No. UE 358/Advice No. 20-02 and ADV 1164/Advice No. 20-21)
PGE New Load Direct Access Queue and Waiver Request Management
Update and Update to Schedule 689 New Load Direct Access Program.

STAFF RECOMMENDATION:

Approve PGE's updated tariffs for Schedule 689, New Load Direct Access Program.

DISCUSSION:

Issue

Whether the Commission should approve PGE's updated Schedule 689 tariff for rates effective on and after September 9, 2020.

Applicable Rule

ORS 757.205(2) states that a public utility must file with schedules showing all rates, tolls, and charges all rules and regulations that in any manner affect the rates charged or to be charged for any service. ORS 756.040 requires the Commission to protect customers, and the public generally, from unjust and unreasonable exactions and practices and to obtain for them adequate service at fair and reasonable rates, while balancing the interests of the utility investor and the consumer in establishing fair and reasonable rates.

OAR 860-038-0700 through OAR 860-038-0760, specify the requirements an electric company must adhere to in implementing a New Large Load Direct Access Program.

Analysis

Background

Commission Order No. 18-341 implemented rules regarding New Load Direct Access (NLDA) Programs following investigation of the issues in AR 614. As part of the Order, the Commission imposed a capacity cap on the program equal to six percent of weather normalized annual load in calendar year 2017.

PGE filed Advice No. 19-02 on February 5, 2019, to implement an NLDA program in compliance with the Commission's direction. Commission Order No. 19-103, submitted on March 22, 2019, suspended PGE's Advice Filing 19-02 and opened an investigation into issues related to NLDA docketed as UE 358. As a part of that Order, the Commission directed PGE to develop a non-binding queue that would allow customers to signify their interest in enrolling in PGE's pending NLDA program while parties investigated the issues.¹ Specifically, the Commission Ordered:

1. Portland General Electric is directed to develop a nonbinding queue for customers interested in the New Load Direct Access process during the pendency of the investigation.
2. Portland General Electric is directed to file in this docket no later than April 4, 2019, information describing the process for customer nonbinding queue participation.²

On April 4, 2019, PGE filed a letter outlining the Company's proposed process for establishing a customer queue in compliance with the Commission's order. The letter states that PGE would open enrollment to the queue on April 15, 2019, and would order customers in the queue based on the automatic time/date stamp of the email submitted by the customer indicating interest in signing up for the program.

On April 15, 2019, PGE received letters of interest from numerous customers expressing intent to sign up for the NLDA program. The total load of the customers was estimated to be many multiples the size of the cap for the program. This set up a scenario where some interested customers may require a waiver to the participation cap in order to enroll in the program.

On March 20, 2020, PGE filed a letter indicating steps it had taken to implement the enrollment process of the program following a meeting convened by Staff to discuss program implementation. In the letter, PGE defined the following:

¹ Order No. 19-103 at 1.

² Order No. 19-103 at 2.

1. The start of the one-year notification requirement, before a new load can be energized, began on April 15, 2019, with the creation of the current NLDA queue. Consequently, any load energized prior to April 15, 2020, is not be eligible for NLDA.
2. Once PGE tenders an NLDA contract, that customer will have ten (10) business days from the date of PGE's tender, to sign and return the contract to PGE, or the offer will be withdrawn.
3. Beyond the one-year notification period, a customer has up to one more year to energize the new service (for initial program participants, that's by April 15, 2021), or two years (for initial program participants, that's by April 15, 2022) if substation construction and/or substation upgrades, are required to provide the new service(the "Timely Energization Date"). Temporary power will not be considered "energization" for purposes of determining a Customer's Energization Date. Allowances will be made if delays in construction are outside the control of the customer, such as material delays, or other delays caused by PGE. Failure to meet the Timely Energization Date will result in automatic disenrollment from the NLDA program and termination of the New Large Load Cost of Service Opt-Out Agreement.
4. PGE will calculate, in demand (kW), the new load that is to be referenced in the NLDA Opt-Out Agreement ("Contracted Load") and used for purposes of determining any remaining capacity under the cap of the NLDA program, and such calculation will be based on the capacity of service the customer is currently requesting from PGE. PGE will design and construct facilities to serve the Contracted Load stated in the NLDA contract.
5. Following the sixtieth (60) month after energization of the new service, PGE will evaluate the actual load factor (LF) of the customer and apply it to the Contracted Load reflected in the original contract, to calculate energy in MWa. The remaining energy (MWa), beyond that used by Customer, will be added back to the program as capacity available under the cap.
6. A customer has sixty (60) days, from receipt of notification of their ineligibility for NLDA, to file a waiver with the OPUC in accordance with OAR 860-001-0000 et seq.

To date, the Commission has received a total of three waivers or intent to file for a waiver of one or more NLDA eligibility requirements; however Staff notes that other customers may request waivers in the future and be placed at the end of the queue.

The three waivers currently filed are docketed as UM 2062, UM 2070, and UM 2107. Docket UM 2107, a waiver request by Willamette Falls Paper Company, seeks a waiver of the energization requirement.³ Docket UM 2070 and UM 2107 require additional investigation and analysis prior to Staff making a recommendation on whether a waiver would be appropriate. Due to the fact that a significant portion of the cap is already subscribed, it is very likely that any subsequent interested customers will require a waiver of the participation cap prior to enrollment in PGE's NLDA program, regardless of the approval status of waivers ahead of them in the queue.

At the June 16, 2020, public meeting, Staff recommended that the Commission direct PGE to file updated tariffs which incorporate its queue management plan for NLDA customers. PGE filed compliance filing 20-21 on July 31, 2020, which includes tariff revisions to Schedule 689. Additionally, the Commission requested that Staff work with stakeholders to develop guidelines for Commission consideration when it is reviewing requests for waivers of NLDA program requirements. Staff held a waiver guideline workshop on August 4, 2020, and discussed potential waiver process steps and recommended Commission considerations for waivers with stakeholders.

Staff would summarily note that the stakeholders held a wide range of opinions. Some stakeholders raised concerns which Staff will further address below in the memo, other concerns may be raised in written comments in response to this Staff Report, or to the Commission at the public meeting. Although some parties generally felt that the elevated standard for waiver approval beyond what would be considered usual was unwarranted, no party to Staff's knowledge felt that the type of information required to address the concerns raised by the Commission was untenable.

The following discussion represents Staff's view of the appropriate Commission action while taking into consideration the viewpoint of other stakeholders.

PGE's Compliance Filing for Commission Order No. 20-202

On July 31, 2020, PGE filed compliance filing 20-21, docketed as ADV 1162. Staff has reviewed the Company's filing and finds that it complies with the Commission's direction regarding the inclusion of the queue management process in the Schedule 689 tariff. Staff recommends the Commission approve PGE's tariff. Staff notes that PGE's queue management process does not address the Company's process in the event the Commission grants a waiver to a customer. Depending on the Commission's determination on its waiver process, an explanation of the Company's process may be warranted in the tariff. However, Staff also notes that some stakeholders raised

³ Willamette Falls Paper Company's request for relief also includes "Granting any other such relief as the Commission deems necessary" which could potentially include a participation cap waiver depending on queue management.

concerns regarding PGE's methodology used to calculate the cap level. This determination could impact the need for an applicant to obtain a waiver prior to enrollment. In discussing the Commission's waiver request process with stakeholders, it became clear to Staff that PGE's queue administration and program rules need to be first addressed before parties can make any meaningful progress towards discussion of the Commission's waiver process.

Process for consideration of waiver requests

In Staff's memo for the June 16, 2020, Staff discussed the importance of two items related to consideration of waiver requests. The first was to ensure the cap waiver applications received by the Commission clearly articulate the merits upon which the Commission's judgement will be based. At the public meeting the Commission discussed some of the aspects for consideration of waivers; this memo and the subsequent discussion at the upcoming public meeting should further clarify the issues to be addressed by applicants in their requests. The second was to consider more extensive alternatives to the standard process which may make the decision criteria needed for the Commission and ultimately customers, available sooner. Staff expands on the previously provided list in this memo and provides recommended action based on the review of the issues and discussion with parties.

Application Requirements for Waiver Considerations

Staff's previous memo generally discussed the good cause standard, cost and risk shift potentials to increasing the cap, and benefits to the system. The Commission, during its discussion at the June 16, 2020, public meeting, provided further discussion of those considerations. The Commission generally noted that it maintained a "high-bar" for approval of waiver requests. Noting that the majority of the concerns which warranted the cap's implementation in the first place, continue to exist today, particularly due to the open nature of the investigation into long term direct access (UM 2024). Staff notes that it does not intend to come to any conclusory positions on those concerns as a part of this memo, and will let the record and analysis done in UM 2024 drive its position moving forward. Assuming that the Commission will not come to any conclusions regarding these issues until the conclusion of UM 2024, applicants must ensure they address all open concerns through their waiver request. Staff further notes that depending on the outcome of UM 2024, the requirements or necessity of the considerations below may change. This memo or any Commission determination made upon the waivers is intended to be non-precedential and more of an interim solution, pending the outcome of the issues in UM 2024. UM 2024 is meant to provide a more permanent solution to the issues surrounding direct access, and as a result even some of the costs assumed by direct access customers may change.

Resource Adequacy

One of the main concerns raised by PGE in both UE 358 and thus far in UM 2024 is that direct access participants do not contribute to resource adequacy (RA). PGE argues that because direct access customers do not contribute directly to resource adequacy, they are relying on subsidization from COS customers, thereby reducing the overall reliability of the system or causing COS customers to pay more for resource adequacy than they otherwise would need to. Other parties have argued that direct access customers may contribute to RA.

The merits of market purchases not backed by a specific physical resource, which rely on liquidated damages to ensure delivery, may or may not be sufficient for resource adequacy purposes. As it is an open issue, in the interim, Staff does not believe the waiver applicant should be permitted to rely on such contracts to address this issue. This means that a physical resource(s) or PPA, should be utilized to meet the customer's RA needs. Further, the applicant must address how this resource is sufficient to meet a peak load event, citing a defined metric like a five percent loss of load probability (LOLP).

There are further questions regarding how the Commission would verify the applicant's adherence and compliance with the resource adequacy showing, and whether or not the Commission or Staff would assume an oversight role to ensure a customer's RA contribution. Staff notes that this issue is anticipated to be investigated and resolved through UM 2024.

Capital Investment Avoidance

CUB argues in its opening comments for UM 2024 that direct access customers enjoy low marginal cost power because the market prices energy at a competitive price. The issue is that, based on CUB's belief, the market price does not reflect the fixed costs associated with renewable generation investment. COS customers are left to shoulder all of the fixed costs, while direct access customers enjoy the benefit of only paying for the low marginal costs of energy. NLDA customers do pay 20 percent of the fixed generation cost through Schedule 139 for five years, however CUB's argument applies to both NLDA and LTDA customers whose transition charges do not cover costs beyond five years. Thus, in order to address this concern, the applicant must discuss how it is paying its fair share for all of the costs associated with the power it receives.

Unknown Costs and Risk

This issue is inherently difficult to define and address and as such Staff makes no attempt to provide an exhaustive list, but provides some thoughts on a few concerns. Without a determination that unknown costs do not exist, the applicant must rely on the theoretical arguments underpinning new load direct access generally. One potential

reason the Commission included a percentage of the fixed generation transition adjustment for NLDA customers was to cover these unknown costs. Commissioner Thompson noted that a counter-factual comparison between a customer admitted into the NLDA program and one who otherwise departs the state for investment elsewhere may be a more appropriate comparison than viewing whether or not a customer who is on PGE's system or on a direct access tariff. In this sense, that line of thinking minimizes some of the concerns to some extent. The opportunity cost for lost contribution to the system is mitigated as well as the impact on the utility's long-term planning. If a customer is truly deciding between NLDA and going elsewhere, whether or not the utility is planning or should plan on the load is moot. Staff notes that planned expansions have long lead times and there is a necessity for the applicant to work with PGE to ensure distribution systems are in place means the decision to locate an investment likely occurs prior to the Commission's waiver decision. Although the Commission has previously stated it desires all risks to be addressed, the Commission set the cap based presumably on the risk associated with an average participant, if the waiver request demonstrates a below average risk profile for cost shifting, the Commission could reasonably determine that an expanded cap was appropriate. Put another way, if all applications had a lower risk than previously thought, the cap may have been made higher to begin with.

Benefits to the System

The Commissioners offered several thoughts on the benefit potential of a NLDA customer. Chair Decker noted that the applicant must go "above and beyond" what is traditionally asked for in consideration for direct access customers. This may include some arrangement or defined contribution to the grid or distribution system. The Commission also noted a consideration for furthering the state's carbon emissions goals and a reduction to GHG in the area. Staff noted in its June 9, 2020 memo that, "Value added grid services could include back-up power capability and reliability in the narrow sense of managing more and more intermittent power sources on the system. Specifically, utilizing battery back-ups, diesel generators, or gas generators, that can be incorporated with the system to provide benefits. This can reduce the need for duplicative resources and lower the overall cost for the system." As Commissioner Tawney noted, the expectation is not that the applicant provides these benefits as a gift, but are appropriately compensated for them. During the stakeholder workshop, Staff notes that parties generally believed that some or most of the types of benefits discussed thus far were achievable, but that the time required for negotiation and implementation may be extensive. Below Staff proposes a 60-day timeline for review of waiver applications, which may not be long enough to implement any benefit based proposal. Thus Staff encourages parties to consider these expanded timelines necessary for aspects which may extend beyond the Commission's review.

Summary

Staff agrees with the Commission that the standard to merit approval of a participation cap waiver should be high. The Commission set the cap based on the known and unknown information available at the time, and the status of the vast majority of that information has not changed, as the program is still in its infancy and we have not yet had the benefit of experience. Any applicant seeking a waiver request for the cap of the NLDA program should expect to address a number of concerns and provide benefits such that the Commission is confident that the risks of additional participation, particularly so early in the program when so little is known about how it will perform and what issues may arise, are outweighed by the benefits provided. In other words, the standard for a waiver should be in the public interest, net benefits in order to demonstrate good cause is shown. Staff notes that any applicant may raise any argument it views as having merit in a waiver application. This list of considerations is not meant to prohibit any arguments which may be based on unique circumstances, but is instead meant to clearly articulate the level and scope of issues that Staff believes warranted.

Commission Process for Waivers

As Staff noted above, there are currently three waiver requests pending before the Commission. The first waiver request, made by Willamette Falls Paper Company, is likely not a waiver request of the cap, and Staff's memo is largely only applicable to cap waivers. Based on the recently approved schedule of UM 2107, it is apparent that the Commission may not be able to make determinations on the waiver requests prior to participant's desired energization dates and maintain the positioning in the queue. Due to this, Staff recommends that the Commission come to a determination on the merits of each waiver request assuming that all other waivers of customers before the particular customer in the queue will be granted. This allows for participants with earlier energization dates to receive the determination they need from the Commission, and allows participants with later energization dates to seek waiver requests with potentially more information available to the Commission. In all circumstances, it allows customers to pursue waiver request determinations when they desire.

The Commission has set forth a determination level for waiver requests that addresses all of the concerns regarding cost-shifting and risk, and as such, the relative size of the already approved program should not play a major factor in its decision. If it does, the application has not addressed at least one risk, which ultimately means it should not be approved unless and until that risk is addressed. Staff further proposes a 60-day review process from application to presentation to the Commission at a public meeting. Based on the current energization estimates, an investigation is likely not in the customer's interest, so although Staff or the Commission may feel that an investigation is required

to come to a determination, Staff understands and believes it is reasonable if the customer requests a simple approval or denial during a public meeting process. This 60-day timeline will allow the applicants to identify the necessary filing deadline based on their need for a determination.

Conclusion

Staff does not make a proposed recommendation to the Commission regarding the Commission's waiver request process. It is apparent based on discussions with stakeholders that many questions remain. Staff believes that the Commission has built a solid foundation by which to continue to discuss the waiver applications. Staff believes that it would be pertinent for the Commission to listen to the stakeholders concerns, provide direction where applicable, and allow parties to continue to work towards an agreeable solution.

Staff further concludes that the Commission should approve PGE's Advice No. 20-21 for service rendered on and after September 9, 2020.

PROPOSED COMMISSION MOTION:

Approve PGE's updated tariffs for Schedule 689, New Load Direct Access Program, for service rendered on and after September 9, 2020.

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- 143 Spent Fuel Adjustment
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(N)

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490	Large Nonresidential Cost of Service Opt-Out (>4,000 kW and Aggregate to >100 MWa)
491	Street and Highway Lighting Cost of Service Opt-Out
492	Traffic Signals Cost of Service Opt-Out
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590	Large Nonresidential Direct Access Service (>4,000 kW and Aggregate to >100 MWa)
591	Street and Highway Lighting Direct Access Service
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595	Street and Highway Lighting New Technology Direct Access Service
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54	Large Nonresidential Renewable Energy Certificates Rider
320	Meter Information Services
715	Electrical Equipment Services
750	Informational Only: Franchise Fee Rate Recovery
800	Service Maps

(N)

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SCHEDULE 26 (Continued)

SPECIAL CONDITIONS

1. Customers cannot use on-site diesel, pipeline natural gas or propane or other carbon emitting generation equipment for load reductions to meet load reduction commitments under this tariff.
2. Customers that choose to take service under Schedules 86, 485, 489, 490, 532, 538, 549, 575, 583, 585, 589, 590, or 689 will be withdrawn from this program. (C)
3. Firm Load Reduction by Schedule 75 Customers will not exceed the Customer's Baseline Demand as specified in the written service agreement between the Customer and the Company. Customer cannot use purchases under Schedule 76 to meet load reduction commitments under this tariff. In the case of Customers participating on Schedule 76R – Partial Requirements Economic Replacement Power Rider – at the time of the event, the energy imbalance will not apply during event hours and for the event energy amount.
4. The Company is not responsible for any consequences to the participating Customer that results from the Firm Load Reduction Event or the Customer's effort to reduce Energy in response to a Firm Load Reduction Event.
5. This tariff is not applicable when the Company requests or initiates Load Reduction affecting a Customer SPID under system emergency conditions described in Rule N or Rule C(2)(B).
6. The Company will not cancel or shorten the duration of a Firm Reduction Event once notification has been provided.
7. Participating Customers are required to have interval metering and meter communication in place prior to initiation of service under this schedule. The Company will provide and install necessary equipment which allows the Company and the Customer to monitor the Customer's energy usage.
8. If the Customer experiences operational changes or a service disconnection that impairs the ability of the customer to provide the Firm Load Reduction as requested under this schedule, the agreement will be terminated.
9. If the Company is not allowed to recover any costs of this program by the Commission, the Company may at its option terminate service under this agreement with 30-day notice.

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Advice No. 20-02
Issued January 14, 2020
James F. Lobdell, Senior Vice President

Filing Center
01/14/2020

Effective for service
on and after February 6, 2020

**SCHEDULE 54
LARGE NONRESIDENTIAL
RENEWABLE ENERGY CERTIFICATES RIDER**

PURPOSE

This rider is an optional supplemental service that supports the development of New Renewable Energy Resources as defined in ORS 757.600. Under this Schedule, a Large Nonresidential Customer may purchase Renewable Energy Certificates (RECs) based on a percentage of the Customer's load, subject to a minimum purchase.

AVAILABLE

In all territory served by the Company.

APPLICABLE

To all Customers taking service under any of the following PGE schedules: 38, 49, 83, 85, 89, 90, 91, 95, 485, 489, 490, 491, 495, 583, 585, 589, 590, 591, 595, and 689. Additionally, this Schedule is available to all competitive REC providers.

(C)

PRODUCT OFFERINGS

I. PGE Clean Wind (Commercial & Industrial)

This product allows a customer to purchase RECs based on a percentage of load, subject to minimum purchase. The product is Green-e certified, and as a result all RECs purchased on behalf of Clean Wind Customers will conform to Green-e Energy National Standards and are either registered with Western Renewable Energy Generation Information System (WREGIS) or provided via third party audited Green-e attestation.

II. Specified Resource

This product allows a customer to purchase RECs from a specified facility, based on a percentage of load, subject to minimum purchase. Specified Resource provides the participating customer with RECs obtained from specified resources and derived from the following fuels:

1. Wind;
2. Solar;
3. Certified low-impact hydroelectric;
4. Pipeline or irrigation hydroelectric systems;
5. Wave or tidal action;
6. Low emissions biomass (from digester methane from landfills, sewage or waste treatment plants, forest or field residues).
7. Hydrogen derived from photovoltaic electrolysis or non-hydrocarbon derivation process

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01/14/2020

Effective for service
on and after February 6, 2020

**SCHEDULE 88
LOAD REDUCTION PROGRAM**

PURPOSE

The Load Reduction Program is an optional, supplemental service that allows participating Customers an opportunity to voluntarily reduce Electricity usage to a Company-determined level during an Emergency Curtailment as described in Rule C(2)(B) in exchange for partial exemption from Emergency Curtailments.

AVAILABLE

In all territory served by the Company but total pledges will not exceed 5% of Company primary voltage circuits.

APPLICABLE

To an individual or a group of Large Nonresidential Customers receiving Electricity Service under Schedules 83, 85, 89, 90, 485, 489, 490, 583, 585, 589, 590 and/or 689 from one or more Service Point(s) (SPs) but from the same dedicated primary circuit and able to reduce Baseline Usage from the primary circuit by a minimum of 15%. Customers applying as a group must be represented by a Lead Customer. A group may consist of multiple SPs under one Customer name that are all located on the same primary circuit. Participation is dependent upon satisfaction of all conditions contained in this schedule.

(C)

BASELINE USAGE

The Baseline Usage is defined as the average usage for each hour for a minimum of 14 typical operational days prior to the Emergency Curtailment. Typical operational days exclude days that a Customer has participated in either an Emergency Curtailment or a Demand Buy Back Event (Schedule 86). Holidays and weekends will be excluded when determining the Baseline Usage except when the Emergency Curtailment includes weekends or holidays. The Customer may request that specific days be excluded from the 14-day baseline calculation upon demonstrating to the Company's satisfaction that the specific days are not similar days. The Company and Customer may mutually agree to use an alternate method to determine Baseline Usage when the Customer's usage is highly variable.

LOAD REDUCTION DETERMINATION

During an Emergency Curtailment, the individual Customer or group of Customers will be required to reduce Baseline Usage to a Company-determined Maximum Circuit Load (MCL). The MCL is the Customer's or group of Customer's Baseline Usage minus the necessary load reduction of 5, 10 or 15%.

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Effective for service
on and after February 6, 2020

**SCHEDULE 100
SUMMARY OF APPLICABLE ADJUSTMENTS**

The following summarizes the applicability of the Company's adjustment schedules.

Schs.	102 ⁽¹⁾	105	106 ⁽¹⁾	108 ⁽³⁾	109 ⁽¹⁾	110 ⁽¹⁾	112	115	122	123 ⁽¹⁾	125 ⁽¹⁾	126	128 ⁽⁴⁾	129 ⁽¹⁾
7	x	x	x	x	x	x	x	x	x	x	x	x		
15	x	x	x	x	x	x	x	x	x	x	x	x		
32	x	x	x	x	x	x	x	x	x	x	x	x	x	
38	x	x	x	x	x	x	x	x	x	x	x	x	x	
47	x	x	x	x	x	x	x	x	x	x	x	x		
49	x	x	x	x	x	x	x	x	x	x	x	x		
75	x ⁽²⁾	x ⁽²⁾	x	x	x ⁽²⁾	x ⁽²⁾	x	x	x ⁽²⁾	x	x ⁽²⁾	x ⁽²⁾	x	
76	x		x	x			x	x						
83	x	x	x	x	x	x	x	x	x	x	x	x	x	
85	x	x	x	x	x	x	x	x	x	x	x	x	x	
89	x	x	x	x	x	x	x	x	x	x	x	x	x	
90	x	x	x	x	x	x	x	x	x	x	x	x	x	
91		x	x	x	x	x	x	x	x	x	x	x	x	
92		x	x	x	x	x	x	x	x	x	x	x		
95		x	x	x	x	x	x	x	x	x	x	x	x	
485	x	x	x	x	x	x	x	x		x		x ⁽⁵⁾		x
489	x	x	x	x	x	x	x	x		x		x ⁽⁵⁾		x
490	x	x	x	x	x	x	x	x		x		x		x
491		x	x	x	x	x	x	x		x		x		x
492		x	x	x	x	x	x	x		x		x		x
495		x	x	x	x	x	x	x		x		x		x
515	x	x	x	x	x	x	x	x		x		x ⁽⁵⁾	x	
532	x	x	x	x	x	x	x	x		x		x ⁽⁵⁾	x	
538	x	x	x	x	x	x	x	x		x		x ⁽⁵⁾	x	
549	x	x	x	x	x	x	x	x		x		x ⁽⁵⁾	x	
575	x ⁽²⁾	x ⁽²⁾	x	x	x	x	x	x		x		x ⁽²⁾	x	
576	x		x	x			x	x						
583	x	x	x	x	x	x	x	x		x		x ⁽⁵⁾	x	
585	x	x	x	x	x	x	x	x		x		x ⁽⁵⁾	x	
589	x	x	x	x	x	x	x	x		x		x ⁽⁵⁾	x	
590	x	x	x	x	x	x	x	x		x		x	x	
591		x	x	x	x	x	x	x		x		x ⁽⁵⁾	x	
592		x	x	x	x	x	x	x		x		x ⁽⁵⁾	x	
595		x	x	x	x	x	x	x		x		x ⁽⁵⁾	x	
689	x	x	x	x	x	x	x	x		x				

(N)

1. Where applicable.
2. These adjustments are applicable only to the Baseline and Scheduled Maintenance Energy.
3. Schedule 108 applies to the sum of all charges less taxes, Schedule 109 and 115 charges and one-time charges such as deposits.
4. Applicable to Nonresidential Customer who receive service at Daily pricing (other than Cost of Service) or Direct Access (excluding service on Schedules 485, 489, 490, 491, 492 and 495).
5. Not applicable to Customers where service was received for the entire calendar year that the Annual Power Cost Variance accrued.

Received by OPUC

SCHEDULE 100 (Concluded)

SUMMARY OF APPLICABLE ADJUSTMENTS (Continued)

Schs.	131	132	134	135	136	137	139	142	143	145	146	149
7	X	X	X	X	X	X		X	X	X	X	X
15	X	X	X	X	X	X		X	X	X	X	X
32	X	X	X	X	X	X		X	X	X	X	X
38	X	X	X	X	X	X		X	X	X	X	X
47	X	X	X	X	X	X		X	X	X	X	X
49	X	X	X	X	X	X		X	X	X	X	X
75	X	X	X	X	X	X		X	X	X	X	X
76	X	X	X					X				X
83	X	X	X	X	X	X		X	X	X	X	X
85	X	X	X	X	X	X		X	X	X	X	X
89	X	X	X	X	X	X		X	X	X	X	X
90	X	X	X	X	X	X		X	X	X	X	X
91	X	X	X	X	X	X		X	X	X	X	X
92	X	X	X	X	X	X		X	X	X	X	X
95	X	X	X	X	X	X		X	X	X	X	X
485	X	X	X					X	X			X
489	X	X	X					X	X			X
490	X	X	X					X	X			X
491	X	X	X					X	X			X
492	X	X	X					X	X			X
495	X	X	X					X	X			X
515	X	X	X	X	X	X		X	X	X	X	X
532	X	X	X	X	X	X		X	X	X	X	X
538	X	X	X	X	X	X		X	X	X	X	X
549	X	X	X	X	X	X		X	X	X	X	X
575	X	X	X	X	X	X		X	X	X	X	X
576	X	X	X					X				X
583	X	X	X	X	X	X		X	X	X	X	X
585	X	X	X	X	X	X		X	X	X	X	X
589	X	X	X	X	X	X		X	X	X	X	X
590	X	X	X	X	X	X		X	X	X	X	X
591	X	X	X	X	X	X		X	X	X	X	X
592	X	X	X	X	X	X		X	X	X	X	X
595	X	X	X	X	X	X		X	X	X	X	X
689	X		X				X	X	X			X

(N)

(N)

1. Where applicable.
2. These adjustments are applicable only to the Baseline and Scheduled Maintenance Energy.
3. Schedule 108 applies to the sum of all charges less taxes, Schedule 109 and 115 charges and one-time charges such as deposits.
4. Applicable to Nonresidential Customer who receive service at Daily pricing (other than Cost of Service) or Direct Access (excluding service on Schedules 485, 489, 490, 491, 492 and 495).
5. Not applicable to Customers where service was received for the entire calendar year that the Annual Power Cost Variance accrued.

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James F. Lobdell, Senior Vice President

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on and after February 6, 2020

SCHEDULE 105 (Concluded)

ADJUSTMENT RATES (Continued)

<u>Schedule</u>	<u>Part A</u>	<u>Part B</u>	<u>Adjustment Rate</u>	
515	(0.020)	0.000	(0.020)	¢ per kWh
532	(0.011)	0.000	(0.011)	¢ per kWh
538	(0.012)	(0.013)	(0.025)	¢ per kWh
549	(0.014)	(0.013)	(0.027)	¢ per kWh
575				
Secondary	0.005	(0.013)	(0.008)	¢ per kWh ⁽¹⁾
Primary	0.005	(0.013)	(0.008)	¢ per kWh ⁽¹⁾
Subtransmission	0.005	(0.013)	(0.008)	¢ per kWh ⁽¹⁾
583	(0.009)	(0.013)	(0.022)	¢ per kWh
585				
Secondary	(0.007)	(0.013)	(0.020)	¢ per kWh
Primary	(0.007)	(0.013)	(0.020)	¢ per kWh
589				
Secondary	0.005	(0.013)	(0.008)	¢ per kWh
Primary	0.005	(0.013)	(0.008)	¢ per kWh
Subtransmission	0.005	(0.013)	(0.008)	¢ per kWh
590	0.006	(0.013)	(0.007)	¢ per kWh
591	(0.020)	(0.013)	(0.033)	¢ per kWh
592	(0.008)	(0.013)	(0.021)	¢ per kWh
595	(0.020)	(0.013)	(0.033)	¢ per kWh
689				
Secondary	0.009	0.000	0.009	¢ per kWh
Primary	0.009	0.000	0.009	¢ per kWh
Subtransmission	0.009	0.000	0.009	¢ per kWh

(N)
|
(N)

(1) Applicable only to the Baseline and Scheduled Maintenance Energy.

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01/14/2020

SCHEDULE 109 (Concluded)

ENERGY EFFICIENCY ADJUSTMENT (Continued)

	<u>Schedule</u>	<u>Adjustment Rate</u>
490		0.137 ¢ per kWh
491		0.658 ¢ per kWh
492		0.251 ¢ per kWh
495		0.658 ¢ per kWh
515		0.680 ¢ per kWh
532		0.337 ¢ per kWh
538		0.402 ¢ per kWh
549		0.420 ¢ per kWh
575		
	Secondary	0.137 ¢ per kWh
	Primary	0.137 ¢ per kWh
	Subtransmission	0.137 ¢ per kWh
583		0.274 ¢ per kWh
585		
	Secondary	0.241 ¢ per kWh
	Primary	0.241 ¢ per kWh
589		
	Secondary	0.137 ¢ per kWh
	Primary	0.137 ¢ per kWh
	Subtransmission	0.137 ¢ per kWh
590		0.137 ¢ per kWh
591		0.658 ¢ per kWh
592		0.251 ¢ per kWh
595		0.658 ¢ per kWh
689		
	Secondary	0.137 ¢ per kWh
	Primary	0.137 ¢ per kWh
	Subtransmission	0.137 ¢ per kWh

(N)
|
(N)

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SCHEDULE 110 (Concluded)

ENERGY EFFICIENCY CUSTOMER SERVICE ADJUSTMENT (Continued)

<u>Schedule</u>	<u>Adjustment Rate</u>	
585		
Secondary	0.006 ¢ per kWh	
Primary	0.006 ¢ per kWh	
589		
Secondary	0.005 ¢ per kWh	
Primary	0.005 ¢ per kWh	
Subtransmission	0.005 ¢ per kWh	
590	0.005 ¢ per kWh	
591	0.015 ¢ per kWh	
592	0.006 ¢ per kWh	
595	0.015 ¢ per kWh	
689		(N)
Secondary	0.005 ¢ per kWh	
Primary	0.005 ¢ per kWh	
Subtransmission	0.005 ¢ per kWh	(N)

SCHEDULE 112 (Concluded)

ADJUSTMENT RATE (Concluded)

<u>Schedule</u>	<u>Adjustment Rate</u>		(C)
89/489/589/689			
Secondary	0.001	¢ per kWh	
Primary	0.001	¢ per kWh	
Subtransmission	0.001	¢ per kWh	
90/490/590	0.001	¢ per kWh	
91/491/591	0.025	¢ per kWh	
92/492/592	0.023	¢ per kWh	
95/495/595	0.025	¢ per kWh	

ACCOUNTING

The Company will maintain an account to track the stipulated CET expenses and the actual Schedule 112 revenues. The account will accrue interest at the Commission-authorized rate for deferred accounts.

TERM

This schedule will terminate on December 31, 2022.

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**SCHEDULE 122
RENEWABLE RESOURCES AUTOMATIC ADJUSTMENT CLAUSE**

PURPOSE

This Schedule recovers the revenue requirements of qualifying Company-owned or contracted new renewable energy resource and energy storage projects associated with renewable energy resources (including associated transmission) not otherwise included in rates. Additional new renewable and energy storage projects associated with renewable energy resources may be incorporated into this schedule as they are placed in service. This adjustment schedule is implemented as an automatic adjustment clause as provided for under ORS 757.210 and Section 13 of the Oregon Renewable Energy Act (OREA).

AVAILABLE

In all territory served by the Company.

APPLICABLE

To all bills for Electricity Service except Schedules 76, 485, 489, 490, 491, 492, 495, 576 and 689. This schedule is not applicable to direct access customers after December 31, 2010.

(C)
(C)

ADJUSTMENT RATE

The Adjustment Rate, applicable for service on and after the effective date of this schedule are:

<u>Schedule</u>		
7	0.000	¢ per kWh
15	0.000	¢ per kWh
32	0.000	¢ per kWh
38	0.000	¢ per kWh
47	0.000	¢ per kWh
49	0.000	¢ per kWh
75		
Secondary	0.000	¢ per kWh
Primary	0.000	¢ per kWh
Subtransmission	0.000	¢ per kWh
83	0.000	¢ per kWh
85		
Secondary	0.000	¢ per kWh
Primary	0.000	¢ per kWh

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SCHEDULE 123 (Continued)

DECOUPLING ADJUSTMENT (Continued)

<u>Schedule</u>	<u>Adjustment Rate</u>
575	
Secondary	(0.002) ¢ per kWh
Primary	(0.002) ¢ per kWh
Subtransmission	(0.002) ¢ per kWh
583	(0.002) ¢ per kWh
585	
Secondary	(0.002) ¢ per kWh
Primary	(0.002) ¢ per kWh
589	
Secondary	(0.002) ¢ per kWh
Primary	(0.002) ¢ per kWh
Subtransmission	(0.002) ¢ per kWh
590	(0.002) ¢ per kWh
591	(0.002) ¢ per kWh
592	(0.002) ¢ per kWh
595	(0.002) ¢ per kWh
689	
Secondary	0.000 ¢ per kWh
Primary	0.000 ¢ per kWh
Subtransmission	0.000 ¢ per kWh

(N)
|
(N)

TIME AND MANNER OF FILING

Commencing in 2014, the Company will submit to the Commission the following information by November 1 of each year:

1. The proposed price changes to this Schedule to be effective on January 1st of the subsequent year based on a) the amounts in the SNA Balancing Accounts and b) the amount in the LRRR Balancing Account.
2. Revisions to this Schedule which reflect the new proposed prices and supporting work papers detailing the calculation of the new proposed prices and the SNA weather-normalizing adjustments.

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James F. Lobdell, Senior Vice President

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SCHEDULE 123 (Concluded)

SPECIAL CONDITIONS

1. The Fixed Charge Energy Rate, Monthly Fixed Charge per Customer and the Lost Revenue Rate will be updated concurrently with a change in the applicable base revenues used to determine the rates.
2. Weather-normalized energy usage by applicable rate schedule will be determined in a manner equivalent to that used for determining the forecasted loads used to establish base rates.
3. No revision to any SNA or LRRRA Adjustment Rate will result in an estimated average annual rate increase greater than 2% to the applicable SNA or LRRRA rate schedule, based on the net rates in effect on the effective date of the Schedule 123 rate revisions. Rate revisions resulting in a rate decrease are not subject to the 2% limit.
4. The LRRRA prices for Customers served under the provisions of Schedules 485, 489, 490, 491, 492, 495 and 689 will be calculated to apply to distribution services only. (C)
5. The SNA and LRRRA mechanisms will terminate on December 31, 2022 if not extended by the Commission.

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**SCHEDULE 126
ANNUAL POWER COST VARIANCE MECHANISM**

PURPOSE

To recognize in rates part of the difference for a given year between Actual Net Variable Power Costs and the Net Variable Power Costs forecast pursuant to Schedule 125, Annual Power Cost Update and in accordance with Commission Order No. 07-015. This schedule is an "automatic adjustment clause" as defined in ORS 757.210.

APPLICABLE

To all Customers for Electricity Service except those who were served on Schedule 76R and 576R, 485, 489, 490, 491, 492, 495, 515, 532, 538, 549, 583, 585, 589, 591, 592, 595 and 689, or served under Schedules 83, 85, 89 or 90 Daily Price Option for the entire calendar year that the Annual Power Cost Variance accrued. Customers served on Schedules 538, 583, 585, 589, 590, 591, 592 and 595 who received the Schedule 128 Balance of Year Transition Adjustment will be subject to this adjustment.

(C)

ANNUAL POWER COST VARIANCE

Subject to the Earnings Test, the Annual Power Cost Variance (PCV) is 90% of the amount that the Annual Variance exceeds either the Positive Annual Power Cost Deadband for a Positive Annual Variance or the Negative Annual Power Cost Deadband for a Negative Annual Variance.

POWER COST VARIANCE ACCOUNT

The Company will maintain a PCV Account to record Annual Variance amounts. The Account will contain the difference between the Adjustment Amount and amounts credited to or collected from Customers. This account will accrue interest at the Commission-authorized rate for deferred accounts. At the end of each year the Adjustment Amount for the calendar year will be adjusted by 50% of the annual interest calculated at the Commission-authorized rate. This amount will be added to the Adjustment Account.

Any balance in the PCV Account will be amortized to rates over a period determined by the Commission. Annually, the Company will propose to the Commission PCV Adjustment Rates that will amortize the PCV to rates over a period recommended by the Company. The amount accruing to Customers, whether positive or negative, will be multiplied by a revenue sensitive factor of 1.0320 to account for franchise fees, uncollectibles, and OPUC fees.

EARNINGS TEST

The recovery from or refund to Customers of any Adjustment Amount will be subject to an earnings review for the year that the power costs were incurred. The Company will recover the Adjustment Amount to the extent that such recovery will not cause the Company's Actual Return on Equity (ROE) for the year to exceed its Authorized ROE minus 100 basis points. The Company will refund the Adjustment Amount to the extent that such refunding will not cause the Company's Actual Return on Equity (ROE) for the year to fall below its Authorized ROE plus 100 basis points.

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James F. Lobdell, Senior Vice President

Filing Center
01/14/2020

Effective for service
on and after February 6, 2020

Schedule 126 (Continued)

DEFINITIONS (Continued)

Net Variable Power Costs (NVPC)

The Net Variable Power Costs (NVPC) represents the power costs for Energy generated and purchased. NVPC are the net cost of fuel and emission control chemicals, fuel and emission control chemical transportation, power contracts, transmission/wheeling, wholesale sales, hedges, options and other financial instruments incurred to serve retail load. For purposes of calculating the NVPC, the following adjustments will be made:

- Exclude BPA payments in lieu of Subscription Power.
- Exclude the monthly FASB 133 mark-to-market activity.
- Exclude any cost or revenue unrelated to the period.
- Include as a cost all losses that the Company incurs, or is reasonably expected to incur, as a result of any non-retail Customer failing to pay the Company for the sale of power during the deferral period.
- Include fuel costs and revenues associated with steam sales from the Coyote Springs I Plant.
- Include gas resale revenues.
- Include Energy Charge revenues from Schedules 76R, 38, 83, 85, 89, 90, and 91 Energy pricing options other than Cost of Service and the Energy Charge revenues from the Market Based Pricing Option from Schedules 485, 489, 490, 491, 492, 495 and 689 as an offset to NVPC.
- NVPC shall be adjusted as needed to comply with Order 07-015 that states that ancillary services, the revenues from sales as well as the costs from the services, should also be taken into account in the mechanism.
- Actual NVPC will be increased to include the value of the energy associated with those Customers that received the Schedule 128 Balance of Year Transition Adjustment for the period during the year that the Customers received the Schedule 128 adjustment.
- Include reciprocating engine lubrication oil expenses.
- Include actual State and Federal Production Tax Credits.

(C)
(C)

ADJUSTMENT AMOUNT

The amount accruing to the Power Cost Variance Account, whether positive or negative will be multiplied by a revenue sensitive factor of 1.0320 to account for franchise fees, uncollectables, and OPUC fees.

The Power Cost Adjustment Rate shall be set at level such that the projected amortization for 12 month period beginning with the implementation of the rate is no greater than six percent (6%) of annual Company retail revenues for the preceding calendar year.

TIME AND MANNER OF FILING

As a minimum, on July 1st of the following year (or the next business day if the 1st is a weekend or holiday), the Company will file with the Commission recommended adjustment rates for the next calendar year.

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Issued January 14, 2020

01/14/2020

James F. Lobdell, Senior Vice President

Effective for service
on and after February 6, 2020

Schedule 126 (Continued)

POWER COST VARIANCE RATES (Continued)

<u>Schedule</u>	<u>Adjustment Rate</u>
90	0.000 ¢ per kWh
91	0.000 ¢ per kWh
92	0.000 ¢ per kWh
95	0.000 ¢ per kWh
485	
Secondary	0.000 ¢ per kWh ⁽²⁾
Primary	0.000 ¢ per kWh ⁽²⁾
489	
Secondary	0.000 ¢ per kWh ⁽²⁾
Primary	0.000 ¢ per kWh ⁽²⁾
Subtransmission	0.000 ¢ per kWh ⁽²⁾
490	0.000 ¢ per kWh
491	0.000 ¢ per kWh
492	0.000 ¢ per kWh
495	0.000 ¢ per kWh
515	0.000 ¢ per kWh ⁽²⁾
532	0.000 ¢ per kWh ⁽²⁾
538	0.000 ¢ per kWh ⁽²⁾
549	0.000 ¢ per kWh ⁽²⁾
575	
Secondary	0.000 ¢ per kWh ⁽¹⁾
Primary	0.000 ¢ per kWh ⁽¹⁾
Subtransmission	0.000 ¢ per kWh ⁽¹⁾
583	0.000 ¢ per kWh ⁽²⁾
585	0.000 ¢ per kWh ⁽²⁾
Secondary	0.000 ¢ per kWh ⁽²⁾
Primary	0.000 ¢ per kWh ⁽²⁾
589	
Secondary	0.000 ¢ per kWh ⁽²⁾
Primary	0.000 ¢ per kWh ⁽²⁾
Subtransmission	0.000 ¢ per kWh ⁽²⁾

(M)

(1) Applicable only to the Baseline and Scheduled Maintenance Energy.

(2) Not applicable to Customers where service was received for the entire calendar year that the Annual Power Cost Variance accrued.

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01/14/2020

SCHEDULE 126 (Concluded)

POWER COST VARIANCE RATES (Continued)

<u>Schedule</u>	<u>Adjustment Rate</u>
590	0.000 ¢ per kWh
591	0.000 ¢ per kWh ⁽²⁾
592	0.000 ¢ per kWh ⁽²⁾
595	0.000 ¢ per kWh ⁽²⁾
689	
Secondary	0.000 ¢ per kWh ⁽²⁾
Primary	0.000 ¢ per kWh ⁽²⁾
Subtransmission	0.000 ¢ per kWh ⁽²⁾

(2) Not applicable to Customers where service was received for the entire calendar year that the Annual Power Cost Variance accrued.

TERM

Effective for service on and after January 17, 2007 and continuing until terminated by the Commission.

This schedule may only be terminated upon approval or order of the Commission. If this schedule is terminated for any reason, the Company will determine the remaining Adjustment Amount on a prorated basis consistent with the principles of this schedule. In such case, any balance in the PCV Account will be amortized to rates over a period to be determined by the Commission.

(N)

(M)

(M)

(N)

(N)

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**SCHEDULE 132
FEDERAL TAX REFORM CREDIT**

PURPOSE

This schedule amortizes the Commission-approved deferred 2018 net benefits associated with the tax rules and provisions implemented through the U.S. Tax Cut and Jobs Act of 2017.

APPLICABLE

To all bills for Electricity Service except Schedule 689.

(C)

ADJUSTMENT RATES

The Adjustment Rates, applicable for service on and after the effective date of this schedule, will be:

<u>Schedule</u>		<u>Adjustment Rate</u>
7	(0.166)	¢ per kWh
15/515	(0.319)	¢ per kWh
32/532	(0.151)	¢ per kWh
38/538	(0.184)	¢ per kWh
47	(0.274)	¢ per kWh
49/549	(0.196)	¢ per kWh
75/575/76R/576R		
Secondary	(0.077)	¢ per kWh
Primary	(0.076)	¢ per kWh
Subtransmission	(0.077)	¢ per kWh
83/583	(0.108)	¢ per kWh
85/585		
Secondary	(0.099)	¢ per kWh
Primary	(0.091)	¢ per kWh
89/589		
Secondary	(0.077)	¢ per kWh
Primary	(0.076)	¢ per kWh
Subtransmission	(0.077)	¢ per kWh

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**SCHEDULE 135
DEMAND RESPONSE COST RECOVERY MECHANISM**

PURPOSE

This Schedule recovers the expenses associated with demand response pilots not otherwise included in rates. This adjustment schedule is implemented as an automatic adjustment clause as provided for under ORS 757.210.

AVAILABLE

In all territory served by the Company.

APPLICABLE

To all bills for Electricity Service except Schedules 76R, 485, 489, 490, 491, 492, 495, 576R and 689.

(C)
(C)

ADJUSTMENT RATE

The Adjustment Rate, applicable for service on and after the effective date of this schedule are:

<u>Schedule</u>	<u>Adjustment Rate</u>
7	0.118 ¢ per kWh
15/515	0.090 ¢ per kWh
32/532	0.107 ¢ per kWh
38/538	0.098 ¢ per kWh
47	0.130 ¢ per kWh
49/549	0.129 ¢ per kWh
75/575	
Secondary	0.096 ¢ per kWh ⁽¹⁾
Primary	0.094 ¢ per kWh ⁽¹⁾
Subtransmission	0.091 ¢ per kWh ⁽¹⁾
83/583	0.106 ¢ per kWh
85/585	
Secondary	0.104 ¢ per kWh
Primary	0.101 ¢ per kWh

(1) Applicable only to the Baseline and Scheduled Maintenance Energy.

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**SCHEDULE 136
OREGON COMMUNITY SOLAR PROGRAM START-UP
COST RECOVERY MECHANISM**

PURPOSE

The purpose of this Schedule is to recover costs incurred during and for the development (or modification) of the Oregon Community Solar Program (Oregon CSP) including the costs associated with the State of Oregon's Program Administrator, Low Income Facilitator, and the company's prudently incurred costs associated with implementing the Community Solar Program that are not otherwise included in rates. Company incurred costs to implement the state program do not include costs associated with the company developing a community solar project. This cost recovery mechanism is authorized by ORS 757.386 (7)(c) and OAR 860-088-0160. The Oregon CSP is an optional program that will provide PGE customers the opportunity to voluntarily subscribe to the generation output of eligible community solar projects. This adjustment schedule is implemented as an automatic adjustment clause as provided under ORS 757.210 to allow recovery of operations and maintenance start-up costs as soon as the cost data is approved by the Commission.

AVAILABLE

In all territory served by the Company.

APPLICABLE

To all bills for Electricity Service except Schedules 76R, 485, 489, 490, 491, 492, 495, 576R and 689.

(C)
(C)

ADJUSTMENT RATE

The Adjustment Rate, applicable for service on and after the effective date of this schedule are:

<u>Schedule</u>	<u>Adjustment Rate</u>
7	0.006 ¢ per kWh
15/515	0.005 ¢ per kWh
32/532	0.006 ¢ per kWh
38/538	0.005 ¢ per kWh
47	0.007 ¢ per kWh
49/549	0.007 ¢ per kWh
75/575	
Secondary	0.005 ¢ per kWh
Primary	0.005 ¢ per kWh
Subtransmission	0.005 ¢ per kWh
83/583	0.006 ¢ per kWh

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**SCHEDULE 137
CUSTOMER-OWNED SOLAR PAYMENT OPTION
COST RECOVERY MECHANISM**

PURPOSE

This Schedule recovers the costs associated with the Solar Payment Option pilot not otherwise included in rates. This adjustment schedule is implemented as an "automatic adjustment clause" as provided for under ORS 757.210, and defined in Renewable Portfolio Standards.

AVAILABLE

In all territory served by the Company.

APPLICABLE

To all bills for Electricity Service except Schedules 76R, 485, 489, 490, 491, 492, 495, 756R and 689.

(C)
(C)

ADJUSTMENT RATES

The Adjustment Rates, applicable for service on and after the effective date of this schedule will be:

<u>Schedule</u>	<u>Adjustment Rate</u>	
7	0.047	¢ per kWh
15	0.037	¢ per kWh
32	0.044	¢ per kWh
38	0.044	¢ per kWh
47	0.053	¢ per kWh
49	0.051	¢ per kWh
75		
Secondary	0.040	¢ per kWh ⁽¹⁾
Primary	0.039	¢ per kWh ⁽¹⁾
Subtransmission	0.039	¢ per kWh ⁽¹⁾
83	0.043	¢ per kWh
85		
Secondary	0.042	¢ per kWh
Primary	0.041	¢ per kWh

(1) Applicable only to the Baseline and Scheduled Maintenance Energy.

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Issued January 14, 2020
James F. Lobdell, Senior Vice President

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Effective for service
on and after February 6, 2020

**SCHEDULE 139
NEW LARGE LOAD TRANSITION COST ADJUSTMENT**

AVAILABLE

In all territory served by the Company.

APPLICABLE

Applicable to Large Nonresidential Customers that have selected New Large Load Cost-of-Service Opt-Out service under Schedule 689. This transition adjustment will be paid when the Customer begins service under Schedule 689. This transition adjustment represents 20 percent of the Company's fixed generation costs and is subject to change annually during the Customer's five-years enrolled in Schedule 689. At the end of the Customer's five-year payment term of these transition adjustments, the Customer will no longer be subject to the charges in this rate schedule. The Customer will not be subject to the charges in this rate schedule with at least three years of notification to the Company of a return to cost-of-service pricing.

TRANSITION COST ADJUSTMENT

Minimum Five Year Opt-Out

For Period 1 (2020), the Transition Cost Adjustment will be:

Period	Sch. 689 Secondary Voltage ¢ per kWh	Sch. 689 Primary Voltage ¢ per kWh	Sch. 689 Subtransmission Voltage ¢ per kWh
2020	0.679	0.667	0.658
2021	0.679	0.667	0.658
2022	0.679	0.667	0.658
2023	0.679	0.667	0.658
2024	0.679	0.667	0.658
After 2025	0.679	0.667	0.658

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SCHEDULE 139 (Concluded)

SPECIAL CONDITIONS

1. Annually, the total amount collected in Schedule 139 New Large Load Transition Cost Adjustments will be incorporated into all rate schedules, through either System Usage Charges or Distribution Charges. Such adjustment to the System Usage or Distribution Charges will be made at the time the Company files final rates for Schedule 125, and will be effective on January 1st of the following calendar year.
2. Annually, changes in fixed generation revenues resulting from either return to or departure from Cost of Service pricing by Schedules 689 Customers relative to the Company's most recent general rate case will be incorporated into the System Usage Charges or Distribution Charges of all rate schedules. Such adjustment to the System Usage or Distribution Charges will be made at the time the Company files final rates for Schedule 125, and will be effective on January 1st of the following calendar year. The adjustment to the System Usage or Distribution Charges resulting from changes in fixed generation revenues shall not result in an overall rate increase or decrease of more than 2 percent except as noted below. For those Enrollment Periods in which the first-year Schedule 139 Transition Adjustments are expected to be positive charges to participants, the projected first-year revenues from Schedule 139 will be netted against the changes in fixed generation costs for purposes of calculating the proposed overall rate increase or decrease. Should the rate increase or decrease exceed 2 percent, the amounts exceeding 2 percent will be deferred for future recovery through a balancing account. This balancing account will be considered an "Automatic Adjustment Clause" as defined in ORS 757.210. For purposes of calculating the percent change in rates, Schedule 125 prices with and without the increased/decreased participating load will be determined.

TERM

The term of applicability under this schedule will correspond to a Customer's term of service under Schedules 689 but will not exceed 60 months.

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SCHEDULE 143 (Concluded)

ADJUSTMENT RATES (Continued)

Schedule	Part A	Part B	Adjustment Rate	
515	0.000	0.000	0.000	¢ per kWh
532	0.000	0.000	0.000	¢ per kWh
538	0.000	0.000	0.000	¢ per kWh
549	0.000	0.000	0.000	¢ per kWh
575				
Secondary	0.000	0.000	0.000	¢ per kWh
Primary	0.000	0.000	0.000	¢ per kWh
Subtransmission	0.000	0.000	0.000	¢ per kWh
583	0.000	0.000	0.000	¢ per kWh
585				
Secondary	0.000	0.000	0.000	¢ per kWh
Primary	0.000	0.000	0.000	¢ per kWh
589				
Secondary	0.000	0.000	0.000	¢ per kWh
Primary	0.000	0.000	0.000	¢ per kWh
Subtransmission	0.000	0.000	0.000	¢ per kWh
590	0.000	0.000	0.000	¢ per kWh
591	0.000	0.000	0.000	¢ per kWh
592	0.000	0.000	0.000	¢ per kWh
595	0.000	0.000	0.000	¢ per kWh
689				
Secondary	0.000	0.000	0.000	¢ per kWh
Primary	0.000	0.000	0.000	¢ per kWh
Subtransmission	0.000	0.000	0.000	¢ per kWh

(N)
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(N)

(1) Applicable only to the Baseline and Scheduled Maintenance Energy.

BALANCING ACCOUNT

The Company will maintain balancing accounts to track the difference between the Trojan Nuclear Decommissioning Trust Fund refund, ongoing refunds, and the ISFSI payments and the actual Schedule 143 revenues. This difference will accrue interest at the Commission-authorized rate for deferred accounts.

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**SCHEDULE 145
BOARDMAN POWER PLANT
DECOMMISSIONING ADJUSTMENT**

PURPOSE

This schedule establishes the mechanism to implement in rates the revenue requirement effect of the decommissioning expenses related to the Boardman power plant. This schedule is implemented as an "automatic adjustment clause" as defined in ORS 757.210.

APPLICABLE

To all bills for Electricity Service except Schedules 76R, 485, 489, 490, 491, 492, 495, 576R and 689.

(C)
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ADJUSTMENT RATES

Schedule 145 Adjustment Rates will be set based an equal percent of Energy Charge revenues applicable at the time of any filing that revises rates pursuant to this schedule.

<u>Schedule</u>	<u>Adjustment Rate</u>
7	0.025 ¢ per kWh
15	0.019 ¢ per kWh
32	0.022 ¢ per kWh
38	0.020 ¢ per kWh
47	0.027 ¢ per kWh
49	0.027 ¢ per kWh
75	
Secondary	0.020 ¢ per kWh
Primary	0.020 ¢ per kWh
Subtransmission	0.020 ¢ per kWh
83	0.022 ¢ per kWh
85	
Secondary	0.022 ¢ per kWh
Primary	0.022 ¢ per kWh

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**SCHEDULE 146
COLSTRIP POWER PLANT
OPERATING LIFE ADJUSTMENT**

PURPOSE

This schedule establishes the mechanism to implement in rates the Company's share of the revenue requirement effect of the change in the Colstrip Power Plant Units 3 and 4 and associated common facilities currently assumed end of depreciable life year from 2042 to 2030 as specified in 2016 Oregon Laws, Chapter 28 (SB 1547), Section 1. This schedule is implemented as an "automatic adjustment clause" as defined in ORS 757.210.

APPLICABLE

To all bills for Electricity Service except Schedules 76R, 485, 489, 490, 491, 492, 495, 576R and 689.

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ADJUSTMENT RATES

Schedule 146 Adjustment Rates will be set based on an equal percent of Energy Charge revenues applicable at the time of any filing that revises rates pursuant to this schedule.

<u>Schedule</u>		<u>Adjustment Rate</u>
7	0.000	¢ per kWh
15/515	0.000	¢ per kWh
32/532	0.000	¢ per kWh
38/538	0.000	¢ per kWh
47	0.000	¢ per kWh
49/549	0.000	¢ per kWh
75/575		
Secondary	0.000	¢ per kWh
Primary	0.000	¢ per kWh
Subtransmission	0.000	¢ per kWh
83/583	0.000	¢ per kWh
85/585		
Secondary	0.000	¢ per kWh
Primary	0.000	¢ per kWh
89/589		
Secondary	0.000	¢ per kWh
Primary	0.000	¢ per kWh
Subtransmission	0.000	¢ per kWh

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SCHEDULE 149 (Continued)

ADJUSTMENT RATES

<u>Schedule</u>	<u>Adjustment Rate</u>
7	0.000 ¢ per kWh
15/515	0.000 ¢ per kWh
32/532	0.000 ¢ per kWh
38/538	0.000 ¢ per kWh
47	0.000 ¢ per kWh
49/549	0.000 ¢ per kWh
75/575	
Secondary	0.000 ¢ per kWh
Primary	0.000 ¢ per kWh
Subtransmission	0.000 ¢ per kWh
76R/576R	
Secondary	0.000 ¢ per kWh
Primary	0.000 ¢ per kWh
Subtransmission	0.000 ¢ per kWh
83/583	0.000 ¢ per kWh
85/485/585	
Secondary	0.000 ¢ per kWh
Primary	0.000 ¢ per kWh
89/489/589/689	
Secondary	0.000 ¢ per kWh
Primary	0.000 ¢ per kWh
Subtransmission	0.000 ¢ per kWh
90/490/590	0.000 ¢ per kWh
91/491/591	0.000 ¢ per kWh
92/492/592	0.000 ¢ per kWh
95/495/595	0.000 ¢ per kWh

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SCHEDULE 750 (Concluded)

FRANCHISE FEE RATE RECOVERY (Concluded)

The Rates, included in the applicable system usage and distribution charges are:

<u>Schedule</u>	<u>Franchise Fee Rate</u>	<u>Included in:</u>
515	0.403 ¢ per kWh	Distribution Charge
532	0.137 ¢ per kWh	Distribution Charge
538	0.189 ¢ per kWh	Distribution Charge
549	0.179 ¢ per kWh	Distribution Charge
575		
Secondary	0.046 ¢ per kWh	System Usage Charge
Primary	0.046 ¢ per kWh	System Usage Charge
Subtransmission	0.046 ¢ per kWh	System Usage Charge
583	0.075 ¢ per kWh	System Usage Charge
585		
Secondary	0.069 ¢ per kWh	System Usage Charge
Primary	0.068 ¢ per kWh	System Usage Charge
589		
Secondary	0.046 ¢ per kWh	System Usage Charge
Primary	0.046 ¢ per kWh	System Usage Charge
Subtransmission	0.046 ¢ per kWh	System Usage Charge
590	0.014 ¢ per kWh	System Usage Charge
591	0.427 ¢ per kWh	Distribution Charge
592	0.073 ¢ per kWh	Distribution Charge
595	0.427 ¢ per kWh	Distribution Charge
689		
Secondary	0.046 ¢ per kWh	System Usage Charge
Primary	0.046 ¢ per kWh	System Usage Charge
Subtransmission	0.046 ¢ per kWh	System Usage Charge

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DO NOT BILL

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RULE G
DIRECT ACCESS SERVICE AND BILLING

1. Direct Access Service

All Customers, except Residential, may elect to receive Direct Access Service from an ESS under the terms of the parallel Direct Access schedule (500 series). Direct Access Service is also an option for eligible Nonresidential Customers served on Schedules 485, 489 and 689.

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A. Enrollment

Direct Access Service is only available upon acceptance of an Enrollment DASR by the Company. Prerequisites and notification requirements are as contained in each service schedule and Rule K.

B. Emergency Default Service

The Company will provide Emergency Default Service under Schedule 81 when an ESS or the Customer informs the Company that the ESS is no longer providing service or when the Company becomes aware that the Customer is no longer receiving service from the ESS and the Company has not received the 10 business day notice required for Standard Service under the appropriate schedule.

2. Special Requirements for Direct Access Billings

A. Generally

A Customer purchasing Electricity from an ESS may choose from two billing options: the ESS bills for all services (ESS Consolidated Bill) or the Company and the ESS each bill for their respective services (Company/ESS Split Bill).

1) Company/ESS Split Bill

When the Customer is receiving a Company/ESS Split Bill, the Company may disconnect Electricity Service for nonpayment of Direct Access Service under the guidelines set forth in Rule H.

2) ESS Consolidated Bill

When the Customer receives an ESS Consolidated Bill, failure of the Customer to pay the ESS for Direct Access Service does not relieve the ESS of the responsibility to pay the Company for Direct Access Services and any other Company charges.

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**SCHEDULE 689
NEW LARGE LOAD
COST-OF-SERVICE OPT-OUT
(>10 MWa)**

AVAILABLE

In all territory served by the Company.

APPLICABLE

To each Large Nonresidential Customer with new load requirements that are expected to constitute "New Large Load" as that term is defined below, and that has contractually opted out such New Large Load from PGE's cost-of-service based pricing. Participation in this program means Customer is giving up the right granted under state law to receive Electricity from the Company at a rate based on the cost of electric generating resources owned in whole or in part by the Company.

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New Large Load must be separately metered from an existing facility or measured separately with comparable accuracy in a mutually agreed upon form between the Customer and PGE, as specified within the opt-out agreement for this program. Any New Large Load being served under this Schedule 689 must meet a minimum load of 10 MWa over a consecutive 12-month period within the first 36 months of receiving service.

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New Large Load is defined in OAR 860-038-0710 as: any load associated with a new facility, an existing facility, or an expansion of an existing facility which (1) has never been contracted for or committed to receiving electric service in writing by a cost-of-service Customer with the Company and (2) is expected to result in a 10 MWa or more increase in the Customer's power requirements during the first three years after new operations begin.

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Service under this rate schedule begins at the time that the new meter is energized, or at a mutually agreed upon date between the Customer and PGE. The Company and Customer will identify the SP(s) that qualifies for service under this rate schedule, which SP(s) will be referenced within the previously executed opt-out agreement between the Customer and the Company once the SP(s) is known. A Customer is required to have interval metering and meter communications in place prior to initiation of service under this schedule. Construction meters and energy supplied during construction will not apply to this rate schedule.

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Service under this schedule is limited to 119 MWa (hereafter referred to as the "cap") and is available on a first-come, first-served basis to those who apply for service under this Schedule 689 and are deemed eligible; provided, however, that capacity must be available under the cap and such cap shall not be exceeded by those who are served under this Schedule 689. Likewise, the timing of service under this schedule may be impacted by the availability of existing transmission capacity on the system at the time service is requested and any planning requirements, consistent with the requirements of the Company's Open Access Transmission Tariff.

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SCHEDULE 689 (Continued)

APPLICABLE (Continued)

Load served under Schedule 689 will not be counted under the Long Term Direct Access cap that applies to Schedules 485, 489, 490, 491, 492 and 495. The expected load of the Customer, defined as the "Contracted Load" in the opt out agreement between the Customer and the Company, will be the amount of load that is initially counted toward the New Load Direct Access cap for the first 60 months, unless a Customer is earlier de-enrolled under the terms of this Schedule 689 or the terms of the opt-out agreement.

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The Contracted Load for each Customer will be counted toward the cap limit for up to the first 60 months of service. Following 60 months of service on Schedule 689, the Customer's actual load factor (LF) will be applied to the contracted demand (MW) to calculate a Customer's MWa to be captured and counted toward the New Large Load Program cap thereafter, and the total amount of load under the cap will be adjusted at such time of inquiry, in accordance with actual loads.

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MONTHLY RATE

The Monthly Rate will be the sum of the following charges at the applicable Delivery Voltage per Service Point (SP)*:

	Delivery Voltage		
	<u>Secondary</u>	<u>Primary</u>	<u>Subtransmission</u>
<u>Basic Charge</u>	\$3,340.00	\$1,890.00	\$3,970.00
<u>Distribution Charges**</u>			
The sum of the following:			
per kW of Facility Capacity			
First 4,000 kW	\$1.53	\$1.49	\$1.49
Over 4,000 kW	\$1.22	\$1.18	\$1.18
per kW of monthly On-Peak Demand	\$2.61	\$2.53	\$1.27
<u>System Usage Charge</u>			
per kWh	(0.024) ¢	(0.025) ¢	(0.025) ¢
<u>Administrative Fee</u>	\$0.00	\$0.00	\$0.00

* See Schedule 100 for applicable adjustments.

** The Customer's load, as reflected in the opt-out agreement executed between the Customer and PGE, may be higher than that reflected in a minimum load agreement for purposes of calculating the minimum monthly Facility Capacity and monthly Demand for the SP, for any Customer with dedicated substation capacity and/or redundant distribution facilities.

SCHEDULE 689 (Continued)

ENERGY SUPPLY

The Customer may elect to purchase Energy from an Electric Service Supplier (ESS) certified by the PUC to do business in PGE's service territory, (Direct Access Service) or from the Company (Company Supplied Energy). Election of energy supply from an ESS or from the Company applies toward the cap of this program.

Direct Access Service

In addition to the above charges, the Customer is subject to charges from its serving ESS for Electricity, transmission and other services as well as any other charges specified in the agreement between the Customer and the ESS.

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Company Supplied Energy

The Company Daily Market Energy Option is the Intercontinental Exchange Mid-Columbia Daily on- and off-peak Electricity Firm Price Index (ICE-Mid-C Index) plus 2 mills per kWh plus losses. If prices are not reported for a particular day or days, the average of the immediately preceding and following reported days' on- and off-peak prices will be used to determine the price for the non-reported period. Prices reported with no transaction volume or as "survey-based" will be considered reported.

Upon not less than five business days' notice, the Customer may choose the Company Supplied Energy Charge option. The election of this option will be effective on the next regularly scheduled meter reading date, but with not less than a five business day notice to the Company prior to the scheduled meter read date.

Additional charges to meet the state of Oregon's Renewable Portfolio Standard may apply following future Commission determination.

Wheeling Charge

The Wheeling Charge will be \$1.793 per kW of monthly Demand.

SCHEDULE 689 (Continued)

RETURN TO COST OF SERVICE PRICING

Except when disenrolled for failure to meet the threshold load standard established in this schedule, Customers must provide not less than three years notice to terminate service under this schedule. If a Customer's return to cost-of-service increases rates for existing cost-of-service Customers by more than 0.5%, the Customer returning to cost-of-service will be subject to the forward looking rate adder, hereafter referred to as the "Energy Supply Return Charge" noted below, for three years beginning from the date of notice to return to cost-of-service.

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Energy Supply Return Charge
\$0.00 per kWh

TRANSMISSION CHARGE

Transmission and Ancillary Service charges will be as specified in the Company's OATT, as specified and approved by the Federal Energy Regulatory Commission.

MINIMUM CHARGE

The minimum charge will be the Basic and Distribution Charges. In addition, the Company may require the Customer to execute a written agreement specifying a higher minimum charge or minimum Facility Capacity and/or Demand, if necessary, to justify the Company's investment in Facilities. The minimum monthly On-Peak Demand (in kW) will be 200 kW and 4,000 kW for primary voltage and subtransmission voltage service respectively.

SCHEDULE 689 (Continued)

ON AND OFF PEAK HOURS

On-peak hours are between 6:00 a.m. and 10:00 p.m. Monday through Saturday. Off-peak hours are between 10:00 p.m. and 6:00 a.m. Monday through Saturday and all day Sunday.

LOSSES

The following adjustment factors will be used where losses are to be included in the Energy Charges:

Subtransmission Delivery Voltage	1.0356
Primary Delivery Voltage	1.0496
Secondary Delivery Voltage	1.0685

REACTIVE DEMAND CHARGE

In addition to the Monthly Rate, the Customer will pay 50¢ for each kilovolt-ampere of Reactive Demand in excess of 40% of the maximum Demand. Such charge is separate from and in addition to the Minimum Charge specified.

ADJUSTMENTS

Service under this schedule is subject to adjustments approved by the Commission. Adjustments applicable to this schedule are summarized in Schedule 100.

EXISTING LOAD SHORTAGE TRANSITION ADJUSTMENT

The Existing Load Shortage Transition Adjustment will be applied to the Existing Load Shortage of the Customer and to the Existing Load Shortage of the Customer's Affiliated Customers. An Affiliated Customer is a controlling interest which is held by another Customer, engaged in the same line of business as the holder of the controlling interest. Existing Load Shortage is the larger of zero or a Customer's average historic cost-of-service load plus Incremental Demand Side Management less the average cost-of-service eligible load during the previous 60 months. Average Historical Cost-of-Service Load is the average monthly Cost-of-Service Eligible Load during the preceding 60 months prior to signing of the service agreement between the Customer and the Company for service on this rate schedule. Incremental Demand Side Management is the effective net impact of energy efficiency measures after the Customer has entered a written and binding agreement with the Company through the service agreement between the Customer and the Company.

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SCHEDULE 689 (Continued)

The Existing Load Shortage Transition Adjustment for the first 60 months is equal to 75 percent of fixed generation costs plus net variable power cost transition adjustments during the first 60 months after enrollment in this rate schedule. The Existing Load Shortage Transition Adjustment after 60 months of service on this rate schedule is equal to 100 percent of fixed generation costs plus net variable power cost transition adjustments.

The Customer may be exempted from the Existing Load Transition Adjustment if the Customer can demonstrate that the change in load in question is not due to load shifting activity described in OAR 860-038-0740. The Company will provide written notification to the Customer at least 30 days prior to charging the Existing Load Shortage Transition Adjustment. The Customer must demonstrate the change in load by providing a written request for exemption that includes explanation for the change in load and support from available documentation. The Company will approve or deny the request of the Customer within 90 days and will not charge the Existing Load Transition Adjustment within this time period.

ENROLLMENT

The prospective NLDA program participant with New Large Load and any current Large Nonresidential Customer with New Large Load, must notify the Company of its interest to enroll in this Schedule 689 and execute an opt out agreement at the earlier of one year prior to the expected energization date of the new meter or upon entering a written and binding service agreement for distribution service with the Company. The date of energization will be agreed upon between the Customer and the Company within a written and binding agreement for service under this Schedule, to be provided by the Company to the Customer. Upon energization, the Customer will begin service on PGE daily market energy option and will remain on daily market energy option unless and until PGE is notified that Customer has chosen an ESS and the ESS commences service. Customer enrollment may be contingent upon additional agreements between the Company and the Customer, including but not limited to Minimum Load Agreements. The Company will not accept applications for service that exceed the current program cap or any remaining load available under the cap. Customer applications with expectations of load to grow beyond the program cap will require separate application and approval by the Commission. (C)

A Customer will have ten (10) business days to sign the NLDA service agreement once tendered by PGE. If a Customer executes an opt out agreement for service under this schedule, and if a Customer is working with an ESS, the Company will notify the ESS when to send the enrollment Direct Access Service Request (DASR). Prerequisites and notification requirements are as contained in Rule K. (T)
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Applicants that do not meet the conditions above, or that are found in breach of the opt out agreement between the Customer and the Company are not eligible for enrollment/continued enrollment under this rate schedule. If the Customer or the Customer's selected ESS cannot demonstrate creditworthiness, the Customer will not be eligible for service under this rate schedule and will be enrolled in an applicable cost-of-service based rate. (T)
(T)

SCHEDULE 689 (Continued)

ENROLLMENT (Continued)

(N)

Prior to receiving service, the existing or prospective Customer must agree to only purchase energy from a resource mix consistent with the specifications of OAR 860-038-0730(1), which does not include coal-fired generation. Prior to taking service under this program, the existing or prospective Customer must provide a signed affidavit to PGE representing that their energy supply will meet the requirements of OAR 860-038-0730 (1). Customers found in violation of the provision--that no coal will be delivered by wire after January 1, 2030--will be enrolled in the general cost-of-service opt out program in the next direct access opt out window and subject to transition adjustments as a new enrollment.

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DE-ENROLLMENT

At the conclusion of 36 months of service, if Customer's actual load enrolled under this Schedule 689 does not meet the minimum load requirements for service under this rate schedule, the Company may de-enroll the Customer from this rate schedule. The Company will provide the Customer and the Commission with written notification of its decision prior to moving the Customer to the applicable cost-of-service rate schedule. The Customer may respond to the Company's notice in accordance with OAR 860-038-0750. A Customer that is de-enrolled will no longer be served by an ESS and will be served by the Company at an applicable cost-of-service rate. Once de-enrolled, the Customer is subject to all notice requirements and provisions of the applicable cost-of-service rate schedule under which the Customer is served. The Customer may elect to opt-out of cost-of-service in a subsequent direct access window, and in accordance with the Company's tariff requirements. Customers that opt out of cost of service in the September direct access window will be subject to Schedule 129 transition adjustment schedule charges.

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The Customer must provide written notification, within 60 days of PGE's notification of de-enrollment, to the Company and the Commission to demonstrate that its reduction in load to less than 10 MWa was the result of equipment failure, incremental demand side management, load curtailment or load control, or other causes outside the control of the Customer. The Customer must provide documentation to demonstrate this.

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The Company will not transition a Customer to a new rate schedule before 90 days has passed since initial notification from the Company.

TERM

Service under this rate schedule will be for the minimum of 36 months to determine if the minimum load required for service under this rate schedule, 10 MWa for 12 consecutive months, is met. Upon completion of this term, if 10 MWa for 12 consecutive months is met, service will continue under this schedule. If the minimum load requirement is not met, the Customer will be de-enrolled and transitioned to the applicable cost-of-service rate and subject to all notice requirements and provisions of the applicable rate schedule under which the Customer is served.

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SCHEDULE 689 (Continued)

(T)

QUEUE MANGEMENT PLAN

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Pending an investigation of its NLDA tariff, PGE opened a non-binding queue to start the one-year notification period for any prospective NLDA program participant who wished to provide PGE with notice of its intent to participate in the New Load Direct Access program. In recognition of the program cap, the process for entry into the queue was posted on PGE's website, in advance of the opening of the queue, and prospective NLDA program participants were advised that queue positions would be established on a first-come, first-served basis, once the queue was opened. The purpose of the temporary queue process is to provide nondiscriminatory and transparent management of those interested in NLDA.

The opening of the queue and the start of the one-year notification period for all those who entered the queue on that date, was on April 15, 2019. Thus, any load energized prior to April 15, 2020 is deemed ineligible for NLDA.

PGE anticipates that once the program cap is reached or all prospective NLDA program participants who entered the queue on April 15, 2019 have been processed, whichever comes first, PGE will close its temporary queue. Thereafter, any prospective NLDA program participant will have their request for NLDA processed on a first-come, first-served basis, at any time any capacity is or may become available under the program cap, provided the Customer load fits within the available capacity under the cap. A new NLDA queue will be established if such should become necessary.

Once PGE tenders an opt out agreement under this schedule, the prospective NLDA program participant has ten (10) business days to sign and return the agreement to PGE, or the offer will be withdrawn.

Beyond the one-year notification period, a prospective NLDA program participant has up to one additional year to energize the new service (by April 15, 2021 for initial program participants) or two years if substation construction and/or substation upgrades are required to serve the Contracted Load (by April 15, 2022 for initial program participants), known as the "Timely Energization Date." Temporary power will not be considered "energization" for the purposes of determining a program participant's Timely Energization Date. Allowances will be made if delays in construction are outside of the NLDA program participant's control, such as materiel delays, or delays caused by PGE. The Customer must notify PGE at least 30 days prior to the Timely Energization Date to qualify for an allowance for additional time. Failure to meet the Timely Energization Date will result in automatic disenrollment from the NLDA program and termination of the New Large Load Cost of Service Opt-Out Agreement.

PGE will calculate, in demand (kW), the New Large Load that is to be referenced in the New Large Load Cost of Service Opt-Out Agreement ("Contracted Load") and used for the purposes of determining remaining capacity available under the program cap, if any. This calculation will generally be based on the capacity of service currently being requested by the prospective NLDA program participant. PGE will design and construct facilities to serve the Contracted Load stated in the NLDA contract.

(N)

SCHEDULE 689 (Continued)

QUEUE MANGEMENT PLAN (Continued)

Provided any capacity is available under the program cap, such capacity will be offered serially, to the next prospective NLDA program participant in the queue, provided such prospective NLDA program participant's New Large Load can be served without exceeding the program cap. For example, if there is 25MWa available under the cap and the next prospective NLDA program participant in the queue with a 50MWa load seeks enrollment, that participant will be denied participation, as their New Large Load does not fit under the cap.

(N)

(N)

SPECIAL CONDITIONS

(M)

1. The rate the Customer pays for Electricity may be higher or lower than the rates charged by the Company to similar Customers not taking service under this schedule, including competitors to the Customer.
2. Neither the Company, its employees and agents, the Commission nor any other agency of the State of Oregon has made any representation to the Customer regarding future Electricity prices that will result from the Customer's election of service under this schedule.
3. The Customer is selecting this schedule based solely upon its own analysis of the benefits of this schedule. The Customer has available to it energy experts that assisted in making this decision.
4. If the Customer is served at either primary or subtransmission voltage, the Customer will provide, install, and maintain on the Customer's premises all necessary transformers to which the Company's service is directly or indirectly connected. The Customer also will provide, install, and maintain the necessary switches, cutouts, protection equipment, and in addition, the necessary wiring on both sides of the transformers. All transformers, equipment, and wiring will be of types and characteristics approved by the Company, and arrangement and operation of such equipment will be subject to the approval of the Company.
5. Customers selecting service under this schedule will be limited to a Company/ESS Split Bill.
6. Customers under this schedule are put on notice through Commission Order No. 20-002, that the Commission intends that all system participants including NLDA Customers, will be required to support resource adequacy. Should a change be justified in the future, it may be imposed on all NLDA Customers. Further, when the Commission considers any future proposed changes or requirements, the Commission stated that it intends to disfavor grandfathering.

(T)

(T)

(T)

(M)

SCHEDULE 689 (Concluded)

SPECIAL CONDITIONS (Continued)

7. Customers selecting service under this schedule are put on notice that PGE may be proposing changes to its curtailment schedules applicable to NLDA Customers, consistent with the invitation extended in Commission Order No. 20-002. If proposed, PGE would describe when and how NLDA Customers would be curtailed so that cost of service Customers are less likely to face cost shifts if and when any ESS supplying NLDA Customers fails to perform.

(C)(M)
(T)
(T)
(C)
(T)(M)

[Customer name]

AND

PORTLAND GENERAL ELECTRIC COMPANY

NEW LARGE LOAD COST-OF-SERVICE OPT-OUT AGREEMENT

UNDER SCHEDULE 689

_____, 2020

This New Large Load Cost-Of-Service Opt-Out Agreement ("Agreement") dated _____ (hereafter the "Effective Date") is between _____ ("Customer") and PORTLAND GENERAL ELECTRIC COMPANY ("PGE"). This Agreement reflects Customer's binding election to participate in PGE's New Large Load Direct Access Program and take service under the terms and conditions of Schedule 689. PGE and Customer are hereinafter sometimes referred to individually as "Party" and collectively as "Parties."

The Parties agree as follows:

1. Term and Termination of Agreement

Customer is electing to take service under the terms and conditions of Schedule 689 as such schedule may be modified, amended, or succeeded from time to time (hereinafter referred to as "Schedule 689") and OAR 860-038-0700 through 0760.

Provided this Agreement is not earlier terminated due to Customer's disenrollment from the program for failure to 1) meet the NLDA Program's load requirements identified in Schedule 689, 2) comply with OAR 860-038-0730(3), or 3) meet the Timely Energization Date (defined below), it shall remain in effect for an initial term of five years from the later of the Effective Date or the date Customer's new service is energized ("Energization Date") which shall be no later than _____ [date] ("Timely Energization Date"). Said Timely Energization Date may be extended by PGE for a period equivalent to any delays that are caused by events which _____ [customer] could not reasonably be expected to avoid by the exercise of reasonable diligence and foresight.

If not terminated earlier, then, at the end of the initial term, this Agreement shall be automatically extended from year-to-year until terminated. Customer may terminate this Agreement by providing PGE with a written Notice of Intent to Terminate that is consistent with the notice and any other termination requirements established in Schedule 689, as such schedule may be modified, amended or succeeded from time to time. Upon receipt by PGE, such Notice of Intent to Terminate shall be binding on both Parties. Except as provided for in Section 7, upon termination Customer's account(s) will be moved to an appropriate cost-of-service rate schedule.

In the event Customer ceases operations (i.e., Customer goes out of business) at the location identified in Section 5, PGE may unilaterally terminate this Agreement without notice.

2. Disenrollment Process

To remain eligible for service under Schedule 689, Customer's Energization Date must occur on or before the Timely Energization Date and Customer's actual load at the facility being served under the New Large Load Direct Access Program must achieve 10MWa, over a period of twelve consecutive months within the first 36 months of its Energization Date.

If Customer's Energization Date does not occur on or before the Timely Energization Date, Customer shall be disenrolled, this Agreement shall automatically terminate, and Customer will be planned for as a cost-of-service customer and subject to all requirements and provisions of the applicable rate schedule upon its Energization Date.

If Customer's Energization Date does occur on or before the Timely Energization Date, but by month 33 Customer has not yet achieved at least nine consecutive months at 10MWa, the Company may begin the process to disenroll Customer from the New Large Load Direct Access Program. The Company will do so by providing the Customer and the Commission with written notification of its proposal to transfer the Customer to an applicable cost-of-service rate schedule 90 days after the Company's disenrollment notice to the Customer.

If Customer wishes to challenge the disenrollment, then, within 60 days of receipt of such notification of disenrollment, Customer must provide written notice of its dispute and any supporting documentation, to both the Company and the Commission. To receive consideration of any challenge regarding disenrollment for failure to meet the NLDA Program's load requirements identified in Schedule 689, such supporting documentation must demonstrate that Customer's shortfall in load, below the threshold 10MWa, over a period of twelve consecutive months, is attributable to: 1) equipment failure; 2) incremental demand-side management, load curtailment or load control; or 3) other legitimate cause outside the control of the Customer. Once disenrolled, Customer will promptly be transitioned to an applicable cost-of-service rate and subject to all notice requirements and provisions of such cost-of-service schedule.

3. Expected Load

Customer's expected load for purposes of this Agreement is _____ kW per month (hereafter the "Contracted Load"). The amount of Contracted Load will be relied upon by PGE to establish the scope of the service design and any construction that may be performed to accommodate service to Customer under this Agreement and Schedule 689. Additionally, such Contracted Load will be used for purposes of calculating load available under PGE's NLDA program cap, at least for the first 60 months from Customer's Energization Date, unless Customer is earlier disenrolled in accordance with Section 2 of this Agreement.

4. Service

PGE shall furnish to Customer, at each Service Point described in this Agreement, sixty-hertz alternating current of such phase and voltage as PGE may have available, subject to the General Rules and Regulations of PGE's current tariff, which tariff is typically available on PGE's website at: www.portlandgeneral.com/our-company/regulatory-documents/tariff.

5. Location(s) to be Served

The Contracted Load must be separately metered from any load at any existing facility owned by Customer, or otherwise measured separately with comparable accuracy and in a form that is mutually agreed upon between the Customer and the Company. Pursuant to this Agreement, PGE shall furnish service consistent with Schedule 689, at the Customer location(s) listed (or to be listed, once an address is established at a newly developed site) on Exhibit A, which exhibit is attached hereto and incorporated by reference. Construction meters and any energy supplied during construction will not apply toward any calculation for compliance purposes under Schedule 689.

6. Description of Service Point(s)

Pursuant to the requirements of Schedule 689, the Service Point(s), for the level of service(s) being planned for and provided under this Agreement, will be populated in Exhibit B to this Agreement once said Service Point(s) is/are known, but no later than 30 business days following Customer's Energization Date.

7. Resource Mix

In accordance with the Affidavit provided by Customer and attached hereto as Exhibit C, Customer agrees that its resource mix shall remain consistent with the requirements of OAR 860-038-0730(1). If Customer is found in violation of the provisions contained in Exhibit C, Customer will be enrolled in the general cost-of-service opt out program in the next direct access enrollment window, and this Agreement shall be terminated.

8. Pricing and Payment

Customer agrees to pay all rates and charges applicable under Schedule 689, including but not limited to, a New Large Load Transition Cost Adjustment, an Existing Load Shortage Transition Adjustment and any other applicable rates and charges related to Customer's election with regard to Energy Supply, in accordance with the terms and conditions of Schedule 689 and Tariff Rules. Following receipt of any bill from PGE, Customer shall make such payments to PGE when due.

9. Customer Address

All bills and notices issued to Customer under or pursuant to this Agreement shall be sent to Customer at the following address:

10. Modification of Previous Agreements

Any other agreements pertaining to Customer's opting out of PGE's Cost of Service pricing for the location(s) and Service Point(s) designated in this Agreement are hereby superseded and replaced by this Agreement. For the avoidance of doubt, this Agreement is not intended to alter or supersede any agreement for Minimum Load Service, Alternate Service, or Dispatchable Standby Generation that may exist between the Parties.

11. Waivers and Other Conditions

For the duration of this Agreement, Customer waives any rights to receive Electricity (as defined in Rule B of PGE's tariff) from PGE under cost-of-service rates and waives any claim against PGE under OAR 860-021-0010(5) based in any way on Customer's election of service under Schedule 689. In connection with these waivers and the taking of service under Schedule 689, by signing this Agreement Customer also acknowledges and agrees to abide by all the Special Conditions listed in Schedule 689, as such may be modified, amended, or succeeded from time to time following approval or equivalent action by the Oregon Public Utility Commission.

12. Representations and Warranties

- a) Representations and Warranties of PGE. PGE represents and warrants to Customer that:
- i. it has the full right, power and authority to enter into this Agreement, to grant Customer the rights set forth herein, and to perform its obligations hereunder;
 - ii. the execution of this Agreement by the individual whose signature is set forth at the end of this Agreement has been duly authorized by all necessary action on the part of PGE; and
 - iii. this Agreement, once executed and delivered by PGE, constitutes the legal, valid and binding obligation of PGE, enforceable against PGE in accordance with its terms.
- b) Representations and Warranties of Customer. Customer represents and warrants to PGE that:
- i. it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;
 - ii. the execution of this Agreement by the individual whose signature is set forth at the end of this Agreement, and the delivery of this Agreement by Customer, have been duly authorized by all necessary action on the part of Customer;
 - iii. the execution, delivery and/or performance of this Agreement by Customer will not violate, conflict with, require consent under or result in any breach or default under (i) any applicable law or PGE tariff, including but not limited to Schedules 135 and 203, or (ii) with or without notice or lapse of time or both, any of the provisions of any contract or agreement to which it is a party or to which any of its material assets are bound ("Customer Contracts"); and
 - iv. this Agreement, once executed and delivered by Customer (and assuming due authorization, execution and delivery by PGE), constitutes the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.
- c) No other Representations or Warranties. **EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION OF THIS AGREEMENT.**

13. Disclaimer of Consequential Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND EXCEPT TO THE EXTENT REQUIRED BY LAW, PGE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, MORAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR BASED ON ANY OTHER LEGAL OR EQUITABLE THEORY) UNDER OR IN RESPECT OF THIS AGREEMENT, WHETHER OR NOT ARISING FROM PGE'S SOLE, JOINT OR CONCURRENT NEGLIGENCE AND WHETHER OR NOT PGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Jurisdiction and Venue

Subject first to the venue, jurisdiction, and appeals priority of the PUC, if applicable, any judicial action or proceeding seeking to enforce any provision of this Agreement, or based on any right arising out of this Agreement, any legal action or proceeding shall be brought in the Multnomah County Circuit Court of the State of Oregon and each of the Parties irrevocably consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.

15. Assignment and Delegation

Customer shall not assign any of its rights or delegate any of its obligations hereunder; provided, however, that Customer may assign its rights or delegate its obligations, in whole only, upon 30 days prior written notice to PGE, to (a) one of its wholly owned Subsidiaries/Affiliates, or (b) an entity that acquires all or substantially all of the business and assets of Customer to which this Agreement pertains, whether by merger, reorganization, or acquisition. For the avoidance of doubt, assignment and delegation is not available with only the purchase of assets or real property pursuant to a sale or otherwise. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder unless the non-assigning or non-delegating party enters into a novation releasing the assigning or delegating party of its obligation under the Agreement. Notwithstanding the foregoing provisions of this Section 15, PGE may, subject to any approval required by the Public Utility Commission of Oregon, fully assign its rights and delegate its obligations under this Agreement, in whole or in part, to any successor in interest through purchase, merger or corporate restructuring.

16. Miscellaneous

Except for modifications that result from changes approved by the Oregon Public Utility Commission in Schedule 689, referenced herein, no other modification of this Agreement shall be valid unless made in writing and signed by PGE and Customer.

No waiver of any provision of this Agreement shall be valid unless made in writing by the waiving Party, and no such waiver shall be deemed a waiver of compliance with any other provisions or conditions of this Agreement.

It is a condition of this Agreement that Customer continues to meet applicable statutory requirements and the requirements of PGE's Schedule 689 during the term of this Agreement. For

the avoidance of doubt, Customer is expected to cease any current participation, and refrain from future participation, in any PGE program or pilot that would i) cause them to violate a statute, rule or order of the Public Utility Commission of Oregon, or ii) prohibit dual enrollment, as of the time and date Customer begins taking service under Schedule 689. If, at any time during the term of this Agreement, Customer should fail to satisfy this condition, PGE shall have the right to terminate this Agreement and/or seek all such remedies that may be available to it under the law and/or in equity. To the extent the right to terminate is exercised by PGE, Customer will be considered a "new" Customer for purposes of determining available service options, but NOT eligible for enrollment under Schedule 689.

This Agreement and the services, rates, terms and conditions described in this Agreement, or incorporated by reference, are subject to all changes in applicable tariffs and all lawful orders of the Oregon Public Utility Commission.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement this ____ day of _____, 2020.

(Company Name)

By: _____
(Signature)

(Printed Name and Title of Signatory Party)

(Date)

PORTLAND GENERAL ELECTRIC COMPANY

By: _____
(Signature)

(Printed Name and Title of Signatory Party)

(Date)

Approved as to rates _____

Exhibit A
Customer Location(s)

Location Name/Description	Address

Exhibit B
Customer Service Point(s)

Location Name	Service Point Name/Description	Service Point Location/Address

**Exhibit C
Signed Affidavit**

SEE ATTACHED

STATE OF _____)
) ss.:
COUNTY OF _____)

Return this completed and notarized document no later than _____, 2020 along with an executed copy of the New Large Load Cost of Service Opt Out Agreement.

AFFIDAVIT OF ELIGIBILITY AND COMPLIANCE

I, _____ (full legal name and title), having been duly authorized to act on _____ [participating entity's name] behalf, and being duly sworn, depose and say:

1. _____ [participating entity's name] has made the election to enroll in PGE's New Large Load Direct Access Program under ("Schedule 689") and it is understood that _____ [participating entity's name] is provisionally enrolled (an "NLDA Participant"), subject to space under PGE's Schedule 689 cap and verification of eligibility.

2. I understand that I am submitting this Affidavit of Eligibility and Compliance ("Affidavit") to assist in determining whether _____ [participating entity's name] is eligible to be an NLDA Participant in accordance with OAR 860-038-0700 through 860-038-0760 (the "OPUC Rules") and Schedule 689.

3. I represent that _____ [participating entity's name] satisfies all of the eligibility requirements under the OPUC Rules and Schedule 689, or alternatively, that _____ [participating entity's name] has obtained a waiver from the Public Utility Commission of Oregon for the following eligibility requirements:

[list each eligibility criterion for which waiver was granted]

thereby allowing _____ [participating entity's name] to enroll as an NLDA Participant under Schedule 689.

4. I further represent that, throughout the duration of its enrollment under Schedule 689, _____ [participating entity's name] shall fully comply with its obligations under OAR 860-038-0730(1) by contracting for energy resources that do not include any allocation of coal-fired resources, as defined in ORS 757.518 (1)(b)(A), after

January 1, 2030. Furthermore, it is understood that violation of this commitment could result in disenrollment from Schedule 689 service.

5. I understand that Portland General Electric Company is obligated to, and shall, provide a copy of this Affidavit of Eligibility and Compliance to the Public Utility Commission of Oregon pursuant to OAR 860-038-0730(2)(a).

6. If any of my statements in this Affidavit is false, I acknowledge that the consequence could be disenrollment from Schedule 689 in addition to any other remedies that PGE may seek to enforce against _____
[participating entity's name].

By: _____
Printed name: _____

Sworn to before me this ____ day of _____, 20____.

Notary Public

[SEAL]

[Customer name]

AND

PORTLAND GENERAL ELECTRIC COMPANY

NEW LARGE LOAD COST-OF-SERVICE OPT-OUT AGREEMENT

UNDER SCHEDULE 689

_____, 2020

This New Large Load Cost-Of-Service Opt-Out Agreement ("Agreement") dated _____ (hereafter the "Effective Date") is between _____ ("Customer") and PORTLAND GENERAL ELECTRIC COMPANY ("PGE"). This Agreement reflects Customer's binding election to participate in PGE's New Large Load Direct Access Program and take service under the terms and conditions of Schedule 689. PGE and Customer are hereinafter sometimes referred to individually as "Party" and collectively as "Parties."

The Parties agree as follows:

1. Term and Termination of Agreement

Customer is electing to take service under the terms and conditions of Schedule 689 as such schedule may be modified, amended, or succeeded from time to time (hereinafter referred to as "Schedule 689") and OAR 860-038-0700 through 0760.

Provided this Agreement is not earlier terminated due to Customer's disenrollment from the program for failure to 1) meet the NLDA Program's load requirements identified in Schedule 689, 2) comply with OAR 860-038-0730(3), or 3) meet the Timely Energization Date (defined below), it shall remain in effect for an initial term of five years from the later of the Effective Date or the date Customer's new service is energized ("Energization Date") which shall be no later than _____ [date] ("Timely Energization Date"). Said Timely Energization Date may be extended by PGE for a period equivalent to any delays that are caused by events which _____ [customer] could not reasonably be expected to avoid by the exercise of reasonable diligence and foresight.

If not terminated earlier, then, at the end of the initial term, this Agreement shall be automatically extended from year-to-year until terminated. Customer may terminate this Agreement by providing PGE with a written Notice of Intent to Terminate that is consistent with the notice and any other termination requirements established in Schedule 689, as such schedule may be modified, amended or succeeded from time to time. Upon receipt by PGE, such Notice of Intent to Terminate shall be binding on both Parties. Except as provided for in Section 7, upon termination Customer's account(s) will be moved to an appropriate cost-of-service rate schedule.

In the event Customer ceases operations (i.e., Customer goes out of business) at the location identified in Section 5, PGE may unilaterally terminate this Agreement without notice.

2. Disenrollment Process

To remain eligible for service under Schedule 689, Customer's Energization Date must occur on or before the Timely Energization Date and Customer's actual load at the facility being served under the New Large Load Direct Access Program must achieve 10MWa, over a period of twelve consecutive months within the first 36 months of its Energization Date.

If Customer's Energization Date does not occur on or before the Timely Energization Date, Customer shall be disenrolled, this Agreement shall automatically terminate, and Customer will be planned for as a cost-of-service customer and subject to all ~~notice~~ requirements and provisions of ~~an the~~ applicable rate schedule upon its Energization Date.

If Customer's Energization Date does occur on or before the Timely Energization Date, but by month 33 Customer has not yet achieved at least nine consecutive months at 10MWa, the Company may begin the process to disenroll Customer from the New Large Load Direct Access Program. The Company will do so by providing the Customer and the Commission with written notification of its proposal to transfer the Customer to an applicable cost-of-service rate schedule 90 days after the Company's disenrollment notice to the Customer.

If Customer wishes to challenge the disenrollment, then, within 60 days of receipt of such notification of disenrollment, Customer must provide written notice of its dispute and any supporting documentation, to both the Company and the Commission. To receive consideration of any challenge regarding disenrollment for failure to meet the NLDA Program's load requirements identified in Schedule 689, such supporting documentation must demonstrate that Customer's shortfall in load, below the threshold 10MWa, over a period of twelve consecutive months, is attributable to: 1) equipment failure; 2) incremental demand-side management, load curtailment or load control; or 3) other legitimate cause outside the control of the Customer. Once disenrolled, Customer will promptly be transitioned to an applicable cost-of-service rate and subject to all notice requirements and provisions of such cost-of-service schedule.

3. Expected Load

Customer's expected load for purposes of this Agreement is _____ kW per month (hereafter the "Contracted Load"). The amount of Contracted Load will be relied upon by PGE to establish the scope of the service design and any construction that may be performed to accommodate service to Customer under this Agreement and Schedule 689. Additionally, such Contracted Load will be used for purposes of calculating load available under PGE's NLDA program cap, at least for the first 60 months from Customer's Energization Date, unless Customer is earlier disenrolled in accordance with Section 2 of this Agreement.

4. Service

PGE shall furnish to Customer, at each Service Point described in this Agreement, sixty-hertz alternating current of such phase and voltage as PGE may have available, subject to the General Rules and Regulations of PGE's current tariff, which tariff is typically available on PGE's website at: www.portlandgeneral.com/our-company/regulatory-documents/tariff.

5. Location(s) to be Served

The Contracted Load must be separately metered from any load at any existing facility owned by Customer, or otherwise measured separately with comparable accuracy and in a form that is mutually agreed upon between the Customer and the Company. Pursuant to this Agreement, PGE shall furnish service consistent with Schedule 689, at the Customer location(s) listed (or to be listed, once an address is established at a newly developed site) on Exhibit A, which exhibit is attached hereto and incorporated by reference. Construction meters and any energy supplied during construction will not apply toward any calculation for compliance purposes under Schedule 689.

6. Description of Service Point(s)

Pursuant to the requirements of Schedule 689, the Service Point(s), for the level of service(s) being planned for and provided under this Agreement, will be populated in Exhibit B to this Agreement once said Service Point(s) is/are known, but no later than 30 business days following Customer's Energization Date.

7. Resource Mix

In accordance with the Affidavit provided by Customer and attached hereto as Exhibit C, Customer agrees that its resource mix shall remain consistent with the requirements of OAR 860-038-0730(1). If Customer is found in violation of the provisions contained in Exhibit C, Customer will be enrolled in the general cost-of-service opt out program in the next direct access enrollment window, and this Agreement shall be terminated.

8. Pricing and Payment

Customer agrees to pay all rates and charges applicable under Schedule 689, including but not limited to, a New Large Load Transition Cost Adjustment, an Existing Load Shortage Transition Adjustment and any other applicable rates and charges related to Customer's election with regard to Energy Supply, in accordance with the terms and conditions of Schedule 689 and Tariff Rules. Following receipt of any bill from PGE, Customer shall make such payments to PGE when due.

9. Customer Address

All bills and notices issued to Customer under or pursuant to this Agreement shall be sent to Customer at the following address:

10. Modification of Previous Agreements

Any other agreements pertaining to Customer's opting out of PGE's Cost of Service pricing for the location(s) and Service Point(s) designated in this Agreement are hereby superseded and replaced by this Agreement. For the avoidance of doubt, this Agreement is not intended to alter or supersede any agreement for Minimum Load Service, Alternate Service, or Dispatchable Standby Generation that may exist between the Parties.

11. Waivers and Other Conditions

For the duration of this Agreement, Customer waives any rights to receive Electricity (as defined in Rule B of PGE's tariff) from PGE under cost-of-service rates and waives any claim against PGE under OAR 860-021-0010(5) based in any way on Customer's election of service under Schedule 689. In connection with these waivers and the taking of service under Schedule 689, by signing this Agreement Customer also acknowledges and agrees to abide by all the Special Conditions listed in Schedule 689, as such may be modified, amended, or succeeded from time to time following approval or equivalent action by the Oregon Public Utility Commission.

12. Representations and Warranties

- a) Representations and Warranties of PGE. PGE represents and warrants to Customer that:
- i. it has the full right, power and authority to enter into this Agreement, to grant Customer the rights set forth herein, and to perform its obligations hereunder;
 - ii. the execution of this Agreement by the individual whose signature is set forth at the end of this Agreement has been duly authorized by all necessary action on the part of PGE; and
 - iii. this Agreement, once executed and delivered by PGE, constitutes the legal, valid and binding obligation of PGE, enforceable against PGE in accordance with its terms.
- b) Representations and Warranties of Customer. Customer represents and warrants to PGE that:
- i. it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;
 - ii. the execution of this Agreement by the individual whose signature is set forth at the end of this Agreement, and the delivery of this Agreement by Customer, have been duly authorized by all necessary action on the part of Customer;
 - iii. the execution, delivery and/or performance of this Agreement by Customer will not violate, conflict with, require consent under or result in any breach or default under (i) any applicable law or PGE tariff, including but not limited to Schedules 135 and 203, or (ii) with or without notice or lapse of time or both, any of the provisions of any contract or agreement to which it is a party or to which any of its material assets are bound ("Customer Contracts"); and
 - iv. this Agreement, once executed and delivered by Customer (and assuming due authorization, execution and delivery by PGE), constitutes the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.
- c) No other Representations or Warranties. **EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION OF THIS AGREEMENT.**

13. Disclaimer of Consequential Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND EXCEPT TO THE EXTENT REQUIRED BY LAW, PGE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, MORAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR BASED ON ANY OTHER LEGAL OR EQUITABLE THEORY) UNDER OR IN RESPECT OF THIS AGREEMENT, WHETHER OR NOT ARISING FROM PGE'S SOLE, JOINT OR CONCURRENT NEGLIGENCE AND WHETHER OR NOT PGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Jurisdiction and Venue

Subject first to the venue, jurisdiction, and appeals priority of the PUC, if applicable, any judicial action or proceeding seeking to enforce any provision of this Agreement, or based on any right arising out of this Agreement, any legal action or proceeding shall be brought in the Multnomah County Circuit Court of the State of Oregon and each of the Parties irrevocably consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.

15. Assignment and Delegation

~~Customer may not assign its rights or delegate its obligations under this Agreement. Any assignment/delegation in violation of this Section 15 shall be void and without effect. Notwithstanding the foregoing provision of this Section 15, Utility may, subject to any approval required by the Public Utility Commission of Oregon, assign this Agreement to any successor in interest through purchase, merger or corporate restructuring. Customer shall not assign any of its rights or delegate any of its obligations hereunder; provided, however, that Customer may assign its rights or delegate its obligations, in whole only, upon 30 days prior written notice to PGE, to (a) one of its wholly owned Subsidiaries/Affiliates, or (b) an entity that acquires all or substantially all of the business and assets of Customer to which this Agreement pertains, whether by merger, reorganization, or acquisition. For the avoidance of doubt, assignment and delegation is not available with only the purchase of assets or real property pursuant to a sale or otherwise. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder unless the non-assigning or non-delegating party enters into a novation releasing the assigning or delegating party of its obligation under the Agreement. Notwithstanding the foregoing provisions of this Section 15, PGE may, subject to any approval required by the Public Utility Commission of Oregon, fully assign its rights and delegate its obligations under this Agreement, in whole or in part, to any successor in interest through purchase, merger or corporate restructuring.~~

16. Miscellaneous

Except for modifications that result from changes approved by the Oregon Public Utility Commission in Schedule 689, ~~which is~~ referenced herein, no other modification of this Agreement shall be valid unless made in writing and signed by PGE and Customer.

No waiver of any provision of this Agreement shall be valid unless made in writing by the waiving Party, and no such waiver shall be deemed a waiver of compliance with any other provisions or conditions of this Agreement.

It is a condition of this Agreement that Customer continues to meet applicable statutory requirements and the requirements of PGE's Schedule 689 during the term of this Agreement. For the avoidance of doubt, Customer is expected to cease any current participation, and refrain from future participation, in any PGE program or pilot that would i) cause them to violate a statute, rule or order of the Public Utility Commission of Oregon, or ii) prohibit dual enrollment, as of the time and date Customer begins taking service under Schedule 689. If, at any time during the term of this Agreement, Customer should fail to satisfy this condition, PGE shall have the right to terminate this Agreement and/or seek all such remedies that may be available to it under the law and/or in equity. To the extent the right to terminate is exercised by PGE, Customer will be considered a "new" Customer for purposes of determining available service options, but NOT eligible for enrollment under Schedule 689.

This Agreement and the services, rates, terms and conditions described in this Agreement, or incorporated by reference, are subject to all changes in applicable tariffs and all lawful orders of the Oregon Public Utility Commission.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement this ____ day of _____, 2020.

(Company Name)

By: _____
(Signature)

(Printed Name and Title of Signatory Party)

(Date)

PORTLAND GENERAL ELECTRIC COMPANY

By: _____
(Signature)

(Printed Name and Title of Signatory Party)

(Date)

Approved as to rates _____

Exhibit A
Customer Location(s)

Location Name/Description	Address

Exhibit B
Customer Service Point(s)

Location Name	Service Point Name/Description	Service Point Location/Address

**Exhibit C
Signed Affidavit**

SEE ATTACHED

STATE OF _____)
) ss.:
COUNTY OF _____)

Return this completed and notarized document no later than _____, 2020 along with an executed copy of the New Large Load Cost of Service Opt Out Agreement.

AFFIDAVIT OF ELIGIBILITY AND COMPLIANCE

I, _____ (full legal name and title), having been duly authorized to act on _____ [participating entity's name] behalf, and being duly sworn, depose and say:

1. _____ [participating entity's name] has made the election to enroll in PGE's New Large Load Direct Access Program under ("Schedule 689") and it is understood that _____ [participating entity's name] is provisionally enrolled (an "NLDA Participant"), subject to space under PGE's Schedule 689 cap and verification of eligibility.

2. I understand that I am submitting this Affidavit of Eligibility and Compliance ("Affidavit") to assist in determining whether _____ [participating entity's name] is eligible to be an NLDA Participant in accordance with OAR 860-038-0700 through 860-038-0760 (the "OPUC Rules") and Schedule 689.

3. I represent that _____ [participating entity's name] satisfies all of the eligibility requirements under the OPUC Rules and Schedule 689, or alternatively, that _____ [participating entity's name] has obtained a waiver from the Public Utility Commission of Oregon for the following eligibility requirements:

[list each eligibility criterion for which waiver was granted]

thereby allowing _____ [participating entity's name] to enroll as an NLDA Participant under Schedule 689.

4. I further represent that, throughout the duration of its enrollment under Schedule 689, _____ [participating entity's name] shall fully comply with its obligations under OAR 860-038-0730(1) by contracting for energy resources that do not include any allocation of coal-fired resources, as defined in ORS 757.518 (1)(b)(A), after

January 1, 2030. Furthermore, it is understood that violation of this commitment could result in disenrollment from Schedule 689 service.

5. I understand that Portland General Electric Company is obligated to, and shall, provide a copy of this Affidavit of Eligibility and Compliance to the Public Utility Commission of Oregon pursuant to OAR 860-038-0730(2)(a).

6. If any of my statements in this Affidavit is false, I acknowledge that the consequence could be disenrollment from Schedule 689 in addition to any other remedies that PGE may seek to enforce against _____ [participating entity's name].

By: _____
Printed name: _____

Sworn to before me this ____ day of _____, 20____.

Notary Public

[SEAL]