

# COMPANY NAME: PORTLAND GENERAL ELECTRIC COMPANY

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

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

Qualifying Facility, Power Purchase Agreement, PPA, PURPA

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**Portland General Electric Company** 121 SW Salmon Street • Portland, Oregon 97204 PortlandGeneral.com

September 20, 2018

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

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

Pursuant to Oregon Administrative Rule 860-029-0020(1), Portland General Electric Company submits for filing in OPUC Docket No. RE-143:

Carnes Creek Solar LLC, executed qualifying facility (QF) Power Purchase Agreement (PPA)

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

Sincerely,

Karla Wenzel Manager, Pricing and Tariffs

Enclosure

Schedule 201 Standard Renewable In-System Variable Power Purchase Agreement Form Effective September 13, 2017

## STANDARD RENEWABLE IN-SYSTEM VARIABLE POWER PURCHASE

#### AGREEMENT

THIS AGREEMENT is between <u>Carnes Creek Solar, LLC</u> ("Seller") and Portland General Electric Company ("PGE") (hereinafter each a "Party" or collectively, "Parties") and is effective upon execution by both Parties ("Effective Date").

## RECITALS

Seller intends to construct, own, operate and maintain a <u>Solar</u> facility for the generation of electric power located in <u>Marion (at GPS 45.076, -122.931)</u> County, <u>Oregon</u> with a Nameplate Capacity Rating of <u>2,500</u> kilowatt ("kW"), as further described in Exhibit A ("Facility"); and

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

Seller shall sell and PGE shall purchase the entire Net Output, as such term is defined in Section 1.21, below, from the Facility in accordance with the terms and conditions of this Agreement.

#### AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

## **SECTION 1: DEFINITIONS**

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

1.1. "As-built Supplement" means the supplement to Exhibit A provided by Seller in accordance with Section 4.3 following completion of construction of the Facility, describing the Facility as actually built.

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

1.3. "Billing Period" means a period between PGE's readings of its power purchase billing meter at the Facility in the normal course of PGE's business. Such periods may vary and may not coincide with calendar months; however, PGE shall use best efforts to read the power purchase billing meter in 12 equally spaced periods per year.

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

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

1.5.1. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from a Licensed Professional Engineer ("LPE") acceptable to PGE in its reasonable judgment stating that the Facility is able to generate electric power reliably in accordance with the terms and conditions of this Agreement (certifications required under this Section 1.5 can be provided by one or more LPEs);

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

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

1.5.4. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that in accordance with the Generation Interconnection Agreement, all required interconnection facilities have been constructed all required interconnection tests have been completed; and the Facility is physically interconnected with PGE's electric system.

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

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

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

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

1.9. "Environmental Attributes" shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), and other greenhouse gasses (GHGs) that have been determined by the United Nations

Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

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

1.11. "Generation Interconnection Agreement" means the generation interconnection agreement to be entered into separately between Seller and PGE, providing for the construction, operation, and maintenance of interconnection facilities required to accommodate deliveries of Seller's Net Output.

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

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

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

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

1.16. "Lost Energy Value" means Lost Energy X the excess of the annual timeweighted average Mid-C Index Price for On-Peak and Off-Peak Hours over the timeweighted average Contract Price for On-Peak and Off-Peak Hours for the corresponding time period (provided that such excess shall not exceed the Contract Price and further provided that Lost Energy is deemed to be zero prior to reaching the Commercial Operation Date) plus any reasonable costs incurred by PGE to purchase replacement power and/or transmission to deliver the replacement power to the Point of Delivery. (For Start-Up Lost Energy Value see Section 1.35).

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

MAP = 100 X (Operational Hours) /(Base Hours X Number of Units)

1.18. "Mid-C Index Price" means the Day Ahead Intercontinental Exchange ("ICE") index price for the bilateral OTC market for energy at the Mid-C Physical for Average On Peak Power and Average Off Peak Power found on the following website:

Standard Renewable In-System Variable Power Purchase Agreement Form Effective September 13, 2017

https://www.theice.com/products/OTC/Physical-Energy/Electricity. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

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

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

1.21. "Net Output" means all energy expressed in kWhs produced by the Facility, less station and other onsite use and less transformation and transmission losses. Net Output does not include any environmental attributes.

1.22. "Number of Units" means the number of Generating Units in the Facility described in Exhibit A.

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

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

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

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

1.27. "Point of Delivery" means the high side of the generation step up transformer(s) located at the point of interconnection between the Facility and PGE's distribution or transmission system, as specified in the Generation Interconnection Agreement.

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

Standard Renewable In-System Variable Power Purchase Agreement Form Effective September 13, 2017

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

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

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

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

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

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

1.35. "Start-Up Lost Energy Value" means for the period after the date specified in Section 2.2.2 but prior to achievement of the Commercial Operation Date: zero, unless the Net Output is less than the pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable delay period, and the time-weighted average of the delay period's Mid-C Index Price for On-Peak Hours and Off-Peak Hours is greater than the time-weighted average of the delay period's Contract Price for On-Peak Hours

Standard Renewable In-System Variable Power Purchase Agreement Form Effective September 13, 2017

and Off-Peak Hours, in which case Startup Lost Energy Value equals: (pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable period - Net Output for the applicable period) X (the lower of: the time-weighted average of the Contract Price for On-Peak hours and Off-Peak Hours during the applicable period; or (the timeweighted average of the Mid-C Index Price for On-Peak Hours and Off-Peak Hours during the applicable period – the time-weighted average of the Contract Price for On-Peak Hours and Off-Peak Hours during the applicable period)). The time-weighted average in this section will reflect the relative proportions of On-Peak Hours and Off-Peak Hours in each day.

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

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

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

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

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

#### SECTION 2: TERM; COMMERCIAL OPERATION DATE

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

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

2.2.1 By <u>October 1, 2020</u> Seller shall begin initial deliveries of Net Output; and

2.2.2 By <u>November 1, 2020</u> Seller shall have completed all requirements under Section 1.5 and shall have established the Commercial Operation Date.

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

2.3. This Agreement shall terminate on <u>November 1, 2040</u> or the date the Agreement is terminated in accordance with Section 9 or 11, whichever is earlier ("Termination Date").

Schedule 201 Standard Renewable In-System Variable Power Purchase Agreement Form Effective September 13, 2017

#### SECTION 3: REPRESENTATIONS AND WARRANTIES

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

3.1.1. Seller warrants it is a <u>Limited Liability Company</u> duly organized under the laws of <u>Oregon</u>.

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

3.1.3. Seller warrants that the Facility is and shall for the Term of this Agreement continue to be a "Qualifying Facility" ("QF") as that term is defined in the version of 18 C.F.R. Part 292 in effect on the Effective Date. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission ("FERC") self-certification to PGE prior to PGE's execution of this Agreement. At any time during the Term of this Agreement, PGE may require Seller to provide PGE with evidence satisfactory to PGE in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements.

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

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

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

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

3.1.8. Seller warrants that Net Dependable Capacity of the Facility is 2.500 kW.

3.1.9. Seller estimates that the average annual Net Output to be delivered by the Facility to PGE is <u>4.493,541</u> kilowatt-hours ("kWh"), which amount PGE will include in its resource planning.

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

Standard Renewable In-System Variable Power Purchase Agreement Form Effective September 13, 2017

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

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

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

3.1.10.4 Seller's failure to meet the Guarantee of Mechanical Availability in a Calendar Year shall result in damages payable to PGE by Seller equal to the Lost Energy Value. PGE shall bill Seller for such damages in accordance with Section 8.

3.1.11. Seller will deliver from the Facility to PGE at the Point of Delivery Net Output not to exceed a maximum of 5,492,157 kWh of Net Output during each Contract Year ("Maximum Net Output").

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

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

3.1.14. Seller warrants that (i) the Facility satisfies the eligibility requirements specified in the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule and (ii) Seller will not make any changes in its ownership, control or management during the term of this Agreement that would cause it to not be in compliance with the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule. Seller will provide, upon request by PGE not more frequently than every 36 months, such documentation and information as may be reasonably required to establish Seller's continued compliance with such Definition. PGE agrees to take reasonable steps to maintain the confidentiality of any portion of the above described documentation and information that the Seller identifies as confidential except PGE will provide all such confidential information to the Public Utility Commission of Oregon upon the Commission's request.

3.1.15. Seller warrants that it will comply with all requirements necessary for all Transferred RECs (as defined in Section 4.5) associated with Net Output to be issued, monitored, accounted for, and transferred by and through the Western Renewable Energy Generation System consistent with the provisions of OAR 330-160-0005 through OAR 330-160-0050. PGE warrants that it will reasonably cooperate in Seller's efforts to meet such requirements, including, for example serving as the qualified reporting entity for the Facility if the Facility is located in PGE's balancing authority.

Standard Renewable In-System Variable Power Purchase Agreement Form Effective September 13, 2017

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

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

4.2. PGE shall pay Seller the Contract Price for all delivered Net Output. For the first 15 years measured from the date in Section 2.2.2, the Contract Price will be the Renewable Fixed Price Option under the Schedule; thereafter and for the remainder of the Term, the Contract Price will be equal to the Mid-C Index Price.

4.3. Upon completion of construction of the Facility, Seller shall provide PGE an As-built Supplement to specify the actual Facility as built. Seller shall not increase the Nameplate Capacity Rating above that specified in Exhibit A or increase the ability of the Facility to deliver Net Output in quantities in excess of the Net Dependable Capacity, or the Maximum Net Output as described in Section 3.1.11 above, through any means including, but not limited to, replacement, modification, or addition of existing equipment, except with prior written notice to PGE. In the event Seller increases the Nameplate Capacity Rating of the Facility to no more than 10,000 kW pursuant to this section, PGE shall pay the Contract Price for the additional delivered Net Output. In the event Seller increases the Nameplate Capacity Rating to greater than 10,000 kW, then Seller shall be required to enter into a new power purchase agreement for all delivered Net Output proportionally related to the increase of Nameplate Capacity above 10,000 kW.

4.4. To the extent not otherwise provided in the Generation Interconnection Agreement, all costs associated with the modifications to PGE's interconnection facilities or electric system occasioned by or related to the interconnection of the Facility with PGE's system, or any increase in generating capability of the Facility, or any increase of delivery of Net Dependable Capacity from the Facility, shall be borne by Seller.

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

Standard Renewable In-System Variable Power Purchase Agreement Form Effective September 13, 2017

## SECTION 5: OPERATION AND CONTROL

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

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

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

# SECTION 6: CREDITWORTHINESS

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

## SECTION 7: METERING

7.1. PGE shall design, furnish, install, own, inspect, test, maintain and replace all metering equipment at Seller's cost and as required pursuant to the Generation Interconnection Agreement.

Standard Renewable In-System Variable Power Purchase Agreement Form Effective September 13, 2017

7.2. Metering shall be performed at the location and in a manner consistent with this Agreement and as specified in the Generation Interconnection Agreement. All Net Output purchased hereunder shall be adjusted to account for electrical losses, if any, between the point of metering and the Point of Delivery, so that the purchased amount reflects the net amount of power flowing into PGE's system at the Point of Delivery.

7.3. PGE shall periodically inspect, test, repair and replace the metering equipment as provided in the Generation Interconnection Agreement. If any of the inspections or tests discloses an error exceeding two (2%) percent of the actual energy delivery, either fast or slow, proper correction, based upon the inaccuracy found, shall be made of previous readings for the actual period during which the metering equipment rendered inaccurate measurements if that period can be ascertained. If the actual period cannot be ascertained, the proper correction shall be made to the measurements taken during the time the metering equipment was in service since last tested, but not exceeding three (3) months, in the amount the metering equipment shall have been shown to be in error by such test. Any correction in billings or payments resulting from a correction, when made, shall constitute full adjustment of any claim between Seller and PGE arising out of such inaccuracy of metering equipment.

7.4. To the extent not otherwise provided in the Generation Interconnection Agreement, all of PGE's costs relating to all metering equipment installed to accommodate Seller's Facility shall be borne by Seller.

## SECTION 8: BILLINGS, COMPUTATIONS AND PAYMENTS

8.1. On or before the thirtieth (30th) day following the end of each Billing Period, PGE shall send to Seller payment for Seller's deliveries of Net Output to PGE, together with computations supporting such payment. PGE may offset any such payment to reflect amounts owing from Seller to PGE pursuant to this Agreement, the Generation Interconnection Agreement, and any other agreement related to the Facility between the Parties or otherwise. On or before the thirtieth (30<sup>th</sup>) day following the end of each Contract Year, PGE shall bill for any Lost Energy Value accrued pursuant to this Agreement.

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

## SECTION 9: DEFAULT, REMEDIES AND TERMINATION

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

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

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

Standard Renewable In-System Variable Power Purchase Agreement Form Effective September 13, 2017

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

9.1.4. If Seller is no longer a Qualifying Facility.

9.1.5. Failure of PGE to make any required payment pursuant to Section 8.1.

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

9.2. In the event of a default under Section 9.1.6, PGE may provide Seller with written notice of default. Seller shall have one year in which to cure the default during which time the Seller shall pay PGE damages equal to the Lost Energy Value. If Seller is unable to cure the default, PGE may immediately terminate this Agreement as provided in Section 9.3. PGE's resource sufficiency/deficiency position shall have no bearing on PGE's right to terminate the Agreement under this Section 9.2.

9.3. In the event of a default under this Agreement, except as otherwise provided in this Agreement, the non-defaulting party may immediately terminate this Agreement at its sole discretion by delivering written notice to the other Party. In addition, the non-defaulting party may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement including damages related to the need to procure replacement power. A termination hereunder shall be effective upon the date of delivery of notice, as provided in Section 20. The rights provided in this Section 9 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

9.4. If this Agreement is terminated as provided in this Section 9 PGE shall make all payments, within thirty (30) days, that, pursuant to the terms of this Agreement, are owed to Seller as of the time of receipt of notice of default. PGE shall not be required to pay Seller for any Net Output delivered by Seller after such notice of default.

9.5. In the event PGE terminates this Agreement pursuant to this Section 9, and Seller wishes to again sell Net Output to PGE following such termination, PGE in its sole discretion may require that Seller shall do so subject to the terms of this Agreement, including but not limited to the Contract Price until the Term of this Agreement (as set forth in Section 2.3) would have run in due course had the Agreement remained in effect. At such time Seller and PGE agree to execute a written document ratifying the terms of this Agreement.

9.6. Sections 9.1, 9.4, 9.5, 10, and 19.2 shall survive termination of this Agreement.

## SECTION 10: INDEMNIFICATION AND LIABILITY

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

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

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

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

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

## SECTION 11: INSURANCE

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

11.2. Prior to the connection of the Facility to PGE's electric system, provided such facility has a design capacity of 200 kW or more, Seller shall secure and

Standard Renewable In-System Variable Power Purchase Agreement Form Effective September 13, 2017

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

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

## SECTION 12: FORCE MAJEURE

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

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

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

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

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

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

12.4. Neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to the Party's best interests.

## SECTION 13: SEVERAL OBLIGATIONS

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

## SECTION 14: CHOICE OF LAW

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

## SECTION 15: PARTIAL INVALIDITY AND PURPA REPEAL

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

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

## SECTION 16: WAIVER

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

# SECTION 17: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

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

# SECTION 18: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment hereof by either Party shall become effective without the written consent of the other Party being first obtained and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

## SECTION 19: ENTIRE AGREEMENT

19.1. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PGE's purchase of Net Output from the Facility. No modification of this Agreement shall be effective unless it is in writing and signed by both Parties.

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

## SECTION 20: NOTICES

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

To Seller:

Carnes Creek Solar, LLC C/O Conifer Energy Partners LLC 4207 SE Woodstock #326 Portland, OR 97206

with a copy to:

Schedule 201 Standard Renewable In-System Variable Power Purchase Agreement Form Effective September 13, 2017

To PGE:

Portland General Electric Company QF Contracts, 3WTC0306 121 SW Salmon St. Portland, Oregon 97204

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

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

PGE

Ву:	Brad Jenkins
Name:	VP Generation &
Title:	Power Operations
Date:	8/31/18

Appr	PGE oved By:
Business Terms	8th
Credit	PA
Legal	DFW
Risk Mgt.	JB

Carnes	Creek	Solar,	LLC	
(Name	Seller)			

By leton Name Title:

Date

# EXHIBIT A DESCRIPTION OF SELLER'S FACILITY

Facility Description - Carnes Creek Solar

Carnes Creek Solar is a ground-mounted, single-axis tracking solar PV array with a n AC capacity of 2,500 MW. In addition to the solar PV panels, the facility will also include all transformers, switchgear, monitoring equipment, fencing and security, and related ancillary equipment that is necessary for commercial operation. The exact equipment and nameplate capacity will be determined by EPC contractor but wil be essentially the same as outlined in this document.

The facility will interconnect to PGE's distribution system via a distribution level power line that runs adjacent to Porltand Rd NE in Salem, Oregon. The approximate location of the point of interconnection is: N45.076°, W-122.931°

The seller refers to this facility as the "Carnes Creek Solar Project".

# **General Information**

General Information	
a. Seller	Carnes Creek Solar, LLC
b. Project Developer	Conifer Energy Partners LLC
c. Project's GPS Coordinate (to 3 decimals)	45.076°, -122.931°
d. Project's Location (County and State)	Marion County, Oregon
e. Project's AC Name Plate Rating (kW)	2500
f. Project's electrical system to interconnect and the Point of Delivery (POD)	PGE, delivery point identified on site layout
g. Project's expected energy delivery start date	10/1/2020
h. Project's expected Commercial Operation Date	11/1/2020
i. PPA Termination Date	· 11/1/2040
j. Seller's Corporation type	Limited Liability Company
k. State of organization	Oregon
I. Project's Net Dependable Capacity (kW)	2500
m. Project's Estimated average annual Net Output (KWh)	4,493,541
n. Project's Maximum annual Net Output (KWh)	5,492,157
o. Notice address line 1	Carnes Creek Solar, LLC
p. Notice address line 2	C/O Conifer Energy Partners LLC
q. Notice address line 3	4207 SE Woodstock #326
r. Notice address line 4	Portland, OR 97206
s. Copy to address line 1 - optional	
t. Copy to address line 2- optional	
u. Copy to address line 3 - <i>optional</i>	
v. Copy to address line 4 - <i>optional</i>	
w. On a separate sheet include a detailed facility description, including	
one-line diagram	See second tab, Supplementals
2. Status of Seller's incorporation	Good standing, formed on 1/26/2018
3. Seller's financial statements:	n/a
a. Income statement	n/a
b. Balance sheet	n/a
4. D & B report on seller, of the project sponsor if the seller is not in D	de constantes
& B	does not exist Brainst is whally owned by Conifer
5. List of all entities with an ownership interest in the facility	Project is wholly owned by Conifer Energy Partners LLC
	Energy Furthers LLC
6. List all natural persons or persons or any legal entity or entities who:	
a. Share common ownership with Seller	
b. Share common management with Seller	
c. Act jointly or in concert with Seller	Jonathan Nelson/Conifer Energy
d. Exectse influence over the policies or actions of Seller	Partners
7. The legal name of the manager of the Facility, if applicable	Conifer Energy Partners LLC
8. Proof of site control (lease, title to land, property tax bill, or other)	See executed lease agreement from 3/12/2018
9. FERC Form 556 and dockett number as proof of submittal and	
acceptance by FERC	QF18-549-000
10. Map showing adjoining QF sites owned by the Seller	See second tab, Supplementals
11. Map showing adjoining QF sites developed by the Project	
Developer	See second tab, Supplementals
12. Staffing plan for achieving Commercial Operation	hire epc contractor
	Interconnection application submitted
13. Status of Interconnection and transmission agreements	1/26/2018, queue number SPQ0158.
-	System Impact Study executed
14 Deep College house EEDC Merilion Deep J Date Authority Office and the	6/11/2018
<ol> <li>Does Seller have FERC Market Based Rate Authority? If yes provide docket #.</li> </ol>	1
uotret #.	n/a

## Location of facility

<ol> <li>Facility physical address</li> <li>Legal description of parcel (proof of site control to be attached)</li> <li>Ascial Facility site boundary map</li> </ol>	10825 Portland Rd NE, Salem, OR 97305 Taxlot: 062W03C 01300 See second tab, Supplementals
3. Aerial Facility site boundary map	see second tab, supprementals
Generation information	
<ol> <li>Generation</li> <li>a. PVSyst (or equivalent) simulation results detail, including but not limited to:</li> </ol>	
i. Annual kWh (AC) for the first calendar year of commercial operation	5,184,525
<ul><li>ii. Maximum 24-hr profile of generation kWh (AC) for each month during the first calendar year</li><li>iii. Average 24-hr profile of generation kWh (AC) for each month during</li></ul>	See second tab, Supplementals
the first calendar year	See second tab, Supplementals
iv. Average and Maximum Project Capacity Factor	P50 YR1: 23.7%, P50 YR20: 20.5%, P1 YR1: 25.1%
v. Maximum annual output (monthly kWh detail)	See second tab, Supplementals
iv. Loss Diagram	See second tab, Supplementals
Facility Status	
1. Is this facility currently operational (yes/no)	no
a. Is the facility currently contracted in a Power Purchase Agreement (PPA)	no
b. Term of the current PPA (start and end date)	n/a
c. PPA Buyer and Seller	n/a

# F acility Characteristics

#### Solar Facility Characteristics:

4

Note this information is considered representative design information which is to be updated at the time of project construction and is subject to design finalization

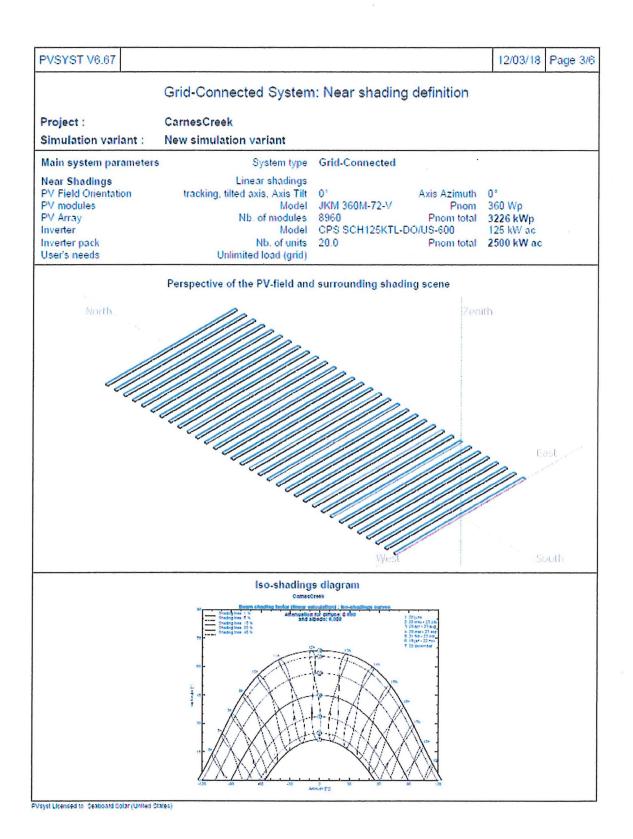
11	
1. Description of Modules:	
a. Module type	JKM 360M-72-V
b. #of modules	8960
c. Max power voltage	39.5
d. Max power current	9.12
e. Max system voltage	1500
f. Total DC system size	3,225
2. Description of Racking	
a. Racking	
i. Type: (fixed tilt, single-axis tracking, or dual-	
axis tracking, etc.)	single-axis tracking
ii. Tilt angle (If fixed-tilt)	n/a
iii. Azimuth (default = south-facing)	south facing
3. Description of Inverters:	
a. Number of inverters	20
b. Model	CPS SCH125KTL-DO/US-600
c. Maximum Power (kW)	125
d. Operating Voltage (VAC)	480-660 VAC
e. Max. Output Current (A)	121
f. Rated DC Voltage	860-1450 Vdc
g. Rated DC current	250
h. Maximum Output (kW)	125
g. Facility AC Capacity Rating	2500
h. Inverter loading ratio	1.290
i. Facility AC rating	2500
4. Description of transformers	
a. # of transformers	1
b. Model	Cooper 210-12
c. High Voltage Rating	TBD
d. Low Voltage Rating	600V
e. MVA rating	2.5
f. High voltage connection	600 A deadbreak one-piece bushings
g. Low voltage connection	Low-voltage 12-, 16-, 20-hole spade (750-2500 kVA)
5. Description of metering, communications, and	
monitoring	PGE Supplied
6. Description of station service requirements	PGE Supplied
7. Description and timeline of interconnection	Interconnection application submitted/no
and transmission plan	transmission required
8. Transmission Service Request Number and	
date request submitted	n/a
0 Intervening Over such a state	Interconnection application submitted 1/26/2018,
9. Interconnection Queue number and date	queue number SPQ0158. System Impact Study
request submitted	executed 6/11/2018

# PV Syst or Equivalent

PVSYST V6.67			12/03/18 Page 1/
Grid-Connected Syster	n: Simulation pa	rameters	
Project : CarnesCreek			
Geographical Site Salem		Country	United States
		Altitude	
Simulation variant : New simulation variant			
Simulation date	12/03/18 18h16		
Simulation parameters			
Tracking plane, tilted Axis Axis Tilt Rotation Limitations Minimum Phi		Axis Azimuth Maximum Phi	
Models used Transposition	Perez	Diffuse	Perez, Meteonorm
Horizon Free Horizon			
Near Shadings Linear shadings			
Total number of PV modules Nb. modules Array global power Nominal (STC)	Jinkosolar 28 modules 8960 Ur 3226 kWp At o 1006 ∀	In parallel hit Nom, Power operating cond, I mpp Cell area	360 Wp 2917 kWp (50°C)
Inverter Model Custom parameters definition Manufacturer Characteristics Operating Voltage		O/US-600 hit Nom, Power	125 kWac
Inverter pack Nb. of inverters		Total Power	2500 kWac
PV Array loss factors			
	May June July 1.0% 2.0% 2.0%	Aug. Sep. 2.0% 1.0%	Oct. Nov. Dec. 1.0% 2.0% 3.0%
Thermal Loss factor Uc (const)	29.0 W/m²K	Uv (wind)	0.0 W/m²K / m/s
Wiring Ohmic Loss Global array res. Module Quality Loss Module Mismatch Losses Strings Mismatch loss Incidence effect, ASHRAE parametrization IAM =	5.8 mOhm 1 - bo (1/cos i - 1)	Loss Fraction Loss Fraction Loss Fraction Loss Fraction bo Param.	1.0 % at MPP 0.10 %
System loss factors AC wire loss inverter to transfo Wires: 3x2000.0 mm² External transformer Iron loss (24H connexion)	180 m	Loss Fraction Loss Fraction	
Resistive/Inductive losses	0.0 mOhm	Loss Fraction	0.0 % at STC

PVsyst Licensed to Deatloard Colar (United States)

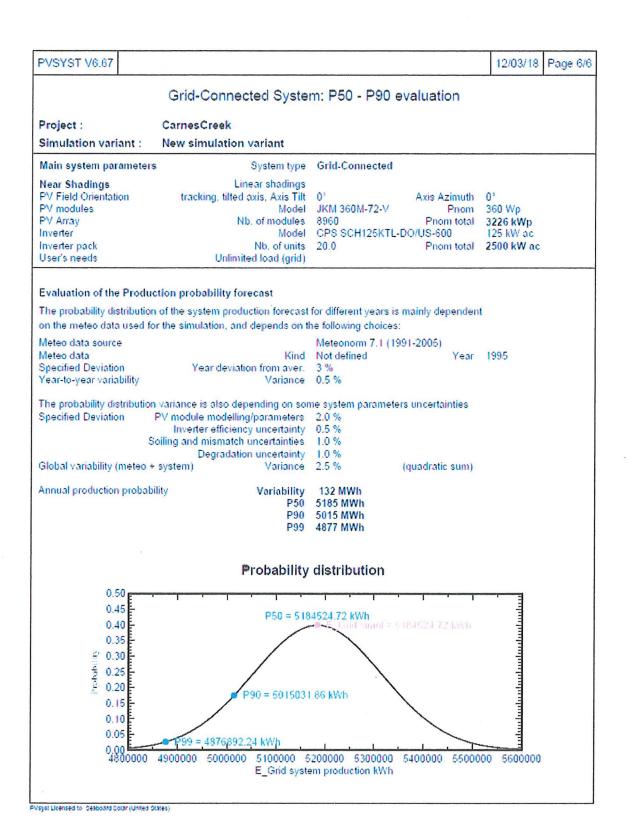
PVSYST V6.67		12/03/18	Page 2/6
	Grid-Connected System: Simulation parameters (continue	d) .	
User's needs :	Unlimited load (grid)		
у ÷			
	*		
Vsvst Licensed to Deaboard 0			



A-7

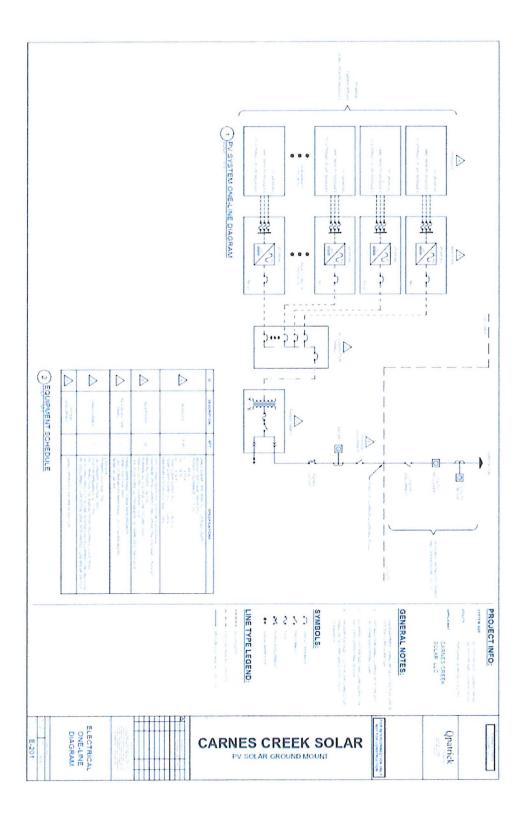
PVSYST V6.67									12/03/18	Page 4
	Grid	-Conn	ected S	Syster	m: Mai	n resu	Its			
Project : Car	nesCree	k								
•	v simula	tion var	riant							
Main system parameters		Sv	stem type	Grid	Connec	ted				
Near Shadings			shadings		connee					
PV Field Orientation	tracking.						Axis Azin	nuth O	) <sup>2</sup>	
PV modules			Mode	I JKM	360M-72	2-V			360 Wp	
PV Array		Nb. o	fmodules				Pnom t		226 kWp	
nverter nverter pack		N	Mode b. of units		SCH125	KTL-DO/	Phom t		25 kW ac 500 kW ac	
Iser's needs	U		oad (grid)				Fhorm		500 KVV ac	
Main simulation results System Production			d Energy Ratio PR			N/year S	pecific p	rod. 1	16 <b>07 k</b> Wh/kV	Vp/year
Normalized productions (per installed	kWn): Nom	ital power 3	226 kWp				Performance	e Ratio PR	2	
12 Le : Collection Loss (PV-array losses)	0.53 KWykWpra			1.0	PRIP	efformance Ratio		T T		
L2 * Collection Loss (PV-brtay lossed)     La : System Loss (Inverter,)     Y1 * Produced useful energy (Inverter output	0.13 KWE-BWE-B	7	1						and the state	
			-	c.						
	ويدفر الهار		- - - -	0.0 0.0					ug 54p Cet	Nav Dec
				ulation vari						
	GlobHor	Diffier	T Amb	Globins	GIODEN	EArray	E_Grid	PR	٦	
	kWh/m <sup>4</sup>	kWhitn*	*C	kWn3m <sup>3</sup>	k%Vh/m*	kWh	kWh		-	
January February	41.2	17.51 34.23	4.66	62 8 72.7	58.5 68.2	189492 219196	152397 212012	0.900		
March	96.1	55.07	7.93	127.4	121.8	353708	372713	0.907		
April	129.7	72.67	9 82 13.69	168 6 229 6	163.4	504536 64 1090	490966 623512	0.903		
May	187.7	89.11	15.41	250.1	240.9	713439	695065	0.861		
May June		70,79	20.29	291.7	282.1	607690 670221	786800 652832	0.836		
June July	210.2	70 17		236.2	227.6	584860	652832 669561	0.857		
enut	210.2 172.5 136.6	70.47 49.13	19.75	200.1	194.5					
June July August September October	172.5 136.6 79.1	49,13 37,52	16.65	110.4	106.4	330705	320869	0.901		
June July September October Növember	172.5 136.6 79.1 40.7	49,13 37.52 22.76	16.65 11.60 7.00	110 4 54.9	106.4 51.7	330703 165269	158721	0.896		
June July August September October	172.5 136.6 79.1	49,13 37,52	16.65	110.4	106.4	330705				
June July August September October November December Year	172.5 136.6 79.1 40.7 31.3 1349.5	49,13 37.52 22.76 20.77 603.88	16.65 11.60 7.00 4.56 11.57	110.4 54.9 41.7 1846.2	106.4 51.7 36.6 1777.7	330705 165269 125033 5335240	158721 119058 5184525	0.896 0.866 0.871	_	
June July August September October November December	172.5 136.6 79.1 40.7 31.3 1349.5 or Horizo	49,13 37,52 22,76 20,77	16.65 11.60 7.00 4.66 11.57 Station distion	110.4 54.9 41.7 1846.2	106.4 51.7 36.6	330705 165269 125033 5335240 Effective Glob	156721 119058 5184525 val. corr. for IAM	0.896 0.866 0.871 M and shadir		

PVSYST V6.67				12/03/18	Page 5
	Grid-Connected	System:	Loss diagram		
			·		
Project :	CarnesCreek				
Simulation variant :	New simulation variant				
Main system parameters	System to	ype Grid-Co	onnected		
Near Shadings PV Field Orientation PV modules PV Array Inverter Inverter pack User's needs	Nb. of modu	Tilt 0° del JKM 36 des 8960 del CPS S0 nits 20.0	Axis Azimuth 0M-72-V Pnom Pnom total CH125KTL-DO/US-600 Pnom total	360 Wp	
	Loss diagram	m over the w	hole year		
	1350 kWh/m²	+36.8%	Horizontal global irradiation Global incident in coll. plane		
		→ 0.0% → -1.9% → -1.7%	Hear Shadings: Irradiance loss IAM factor on global Soliling loss factor		
	1778 KWh/m* * 17396 m* coll.		Effective irradiance on collectors		
	efficiency at STC = 18.60%		PV conversion		
	5749 MWh	4-0.8% )-3.6% (+0.7% )-1.1%	Array nominal energy (at STC eff PV loss due to irradiance level PV loss due to temperature Module quality loss Mismatch loss, modules and strings Ohmic wiring loss		
	5422 MWh	411.018	Array virtual energy at MPP		
	5258 MWh	4 - 1.4% 4 - 1.3% 4 0.0% 4 0.0% 4 0.0%	Inverter Loss during operation (effic Inverter Loss over nominal inv. pow Inverter Loss due to max. input our Inverter Loss over nominal inv. volt Inverter Loss due to power threshol Inverter Loss due to voltage thresho Available Energy at Inverter Outp	en ent d d	
		0.9% -0.5%	AC ohmic loss External transfo loss		
	5185 MWh	]	Energy injected into grid		



# Single Line Diagram

4



Aerial Photo or Map

# Carnes Creek Solar, LLC

10825 Portland Rd, Salem, OR 97305 Coordinates: N45.076°, W-122.931°



# FEDERAL ENERGY REGULATORY COMMISSION WASHINGTON, DC

OMB Control # 1902-0075 Expiration 06/30/2019

# Form 556 Certification of Qualifying Facility (QF) Status for a Small Power Production or Cogeneration Facility

# General

Questions about completing this form should be sent to <u>Form556@ferc.gov</u>. Information about the Commission's QF program, answers to frequently asked questions about QF requirements or completing this form, and contact information for QF program staff are available at the Commission's QF website, <u>www.ferc.gov/QF</u>. The Commission's QF website also provides links to the Commission's QF regulations (18 C.F.R. § 131.80 and Part 292), as well as other statutes and orders pertaining to the Commission's QF program.

# Who Must File

Any applicant seeking QF status or recertification of QF status for a generating facility with a net power production capacity (as determined in lines 7a through 7g below) greater than 1000 kW must file a self-certification or an application for Commission certification of QF status, which includes a properly completed Form 556. Any applicant seeking QF status for a generating facility with a net power production capacity 1000 kW or less is exempt from the certification requirement, and is therefore not required to complete or file a Form 556. *See* 18 C.F.R. § 292.203.

# How to Complete the Form 556

This form is intended to be completed by responding to the items in the order they are presented, according to the instructions given. If you need to back-track, you may need to clear certain responses before you will be allowed to change other responses made previously in the form. If you experience problems, click on the nearest help button ( ) for assistance, or contact Commission staff at Form556@ferc.gov.

Certain lines in this form will be automatically calculated based on responses to previous lines, with the relevant formulas shown. You must respond to all of the previous lines within a section before the results of an automatically calculated field will be displayed. If you disagree with the results of any automatic calculation on this form, contact Commission staff at Form556@ferc.gov to discuss the discrepancy before filing.

You must complete all lines in this form unless instructed otherwise. Do not alter this form or save this form in a different format. Incomplete or altered forms, or forms saved in formats other than PDF, will be rejected.

# How to File a Completed Form 556

Applicants are required to file their Form 556 electronically through the Commission's eFiling website (see instructions on page 2). By filing electronically, you will reduce your filing burden, save paper resources, save postage or courier charges, help keep Commission expenses to a minimum, and receive a much faster confirmation (via an email containing the docket number assigned to your facility) that the Commission has received your filing.

If you are simultaneously filing both a waiver request and a Form 556 as part of an application for Commission certification, see the "Waiver Requests" section on page 3 for more information on how to file.

# Paperwork Reduction Act Notice

This form is approved by the Office of Management and Budget. Compliance with the information requirements established by the FERC Form No. 556 is required to obtain or maintain status as a QF. See 18 C.F.R. § 131.80 and Part 292. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The estimated burden for completing the FERC Form No. 556, including gathering and reporting information, is as follows: 3 hours for self-certification of a small power production facility, 8 hours for self-certifications of a cogeneration facility, 6 hours for an application for Commission certification of a small power production facility, and 50 hours for an application for Commission certification of a cogeneration facility. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the following: Information Clearance Officer, Office of the Executive Director (ED-32), Federal Energy Regulatory Commission, 888 First Street N.E., Washington, DC 20426 (DataClearance@ferc.gov); and Desk Officer for FERC, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503 (<u>oira\_submission@omb.eop.gov</u>). Include the Control No. 1902-0075 in any correspondence.

# **Electronic Filing (eFiling)**

To electronically file your Form 556, visit the Commission's QF website at www.ferc.gov/QF and click the eFiling link.

If you are eFiling your first document, you will need to register with your name, email address, mailing address, and phone number. If you are registering on behalf of an employer, then you will also need to provide the employer name, alternate contact name, alternate contact phone number and and alternate contact email.

Once you are registered, log in to eFiling with your registered email address and the password that you created at registration. Follow the instructions. When prompted, select one of the following QF-related filing types, as appropriate, from the Electric or General filing category.

Filing category	Filing Type as listed in eFiling	Description
	(Fee) Application for Commission Cert. as Cogeneration QF	Use to submit an application for Commission certification or Commission recertification of a cogeneration facility as a QF.
	(Fee) Application for Commission Cert. as Small Power QF	Use to submit an application for Commission certification or Commission recertification of a small power production facility as a QF.
	Self-Certification Notice (QF, EG, FC)	Use to submit a notice of self- certification of your facility (cogeneration or small power production) as a QF.
Electric	Self-Recertification of Qualifying Facility (QF)	Use to submit a notice of self- recertification of your facility (cogeneration or small power production) as a QF.
	Supplemental Information or Request	Use to correct or supplement a Form 556 that was submitted with errors or omissions, or for which Commission staff has requested additional information. Do <i>not</i> use this filing type to report new changes to a facility or its ownership; rather, use a self- recertification or Commission recertification to report such changes.
General	(Fee) Petition for Declaratory Order (not under FPA Part 1)	Use to submit a petition for declaratory order granting a waiver of Commission QF regulations pursuant to 18 C.F.R. §§ 292.204(a) (3) and/or 292.205(c). A Form 556 is not required for a petition for declaratory order unless Commission recertification is being requested as part of the petition.

You will be prompted to submit your filing fee, if applicable, during the electronic submission process. Filing fees can be paid via electronic bank account debit or credit card.

During the eFiling process, you will be prompted to select your file(s) for upload from your computer.

#### FERC Form 556

# Filing Fee

No filing fee is required if you are submitting a self-certification or self-recertification of your facility as a QF pursuant to 18 C.F.R. § 292.207(a).

A filing fee is required if you are filing either of the following:

(1) an application for Commission certification or recertification of your facility as a QF pursuant to 18 C.F.R. § 292.207(b), or (2) a petition for declaratory order granting waiver pursuant to 18 C.F.R. §§ 292.204(a)(3) and/or 292.205(c).

The current fees for applications for Commission certifications and petitions for declaratory order can be found by visiting the Commission's QF website at <a href="http://www.ferc.gov/QF">www.ferc.gov/QF</a> and clicking the Fee Schedule link.

You will be prompted to submit your filing fee, if applicable, during the electronic filing process described on page 2.

# **Required Notice to Utilities and State Regulatory Authorities**

Pursuant to 18 C.F.R. § 292.207(a)(ii), you must provide a copy of your self-certification or request for Commission certification to the utilities with which the facility will interconnect and/or transact, as well as to the State regulatory authorities of the states in which your facility and those utilities reside. Links to information about the regulatory authorities in various states can be found by visiting the Commission's QF website at <u>www.ferc.gov/QF</u> and clicking the Notice Requirements link.

# What to Expect From the Commission After You File

An applicant filing a Form 556 electronically will receive an email message acknowledging receipt of the filing and showing the docket number assigned to the filing. Such email is typically sent within one business day, but may be delayed pending confirmation by the Secretary of the Commission of the contents of the filing.

An applicant submitting a self-certification of QF status should expect to receive no documents from the Commission, other than the electronic acknowledgement of receipt described above. Consistent with its name, a self-certification is a certification *by the applicant itself* that the facility meets the relevant requirements for QF status, and does not involve a determination by the Commission as to the status of the facility. An acknowledgement of receipt of a self-certification, in particular, does not represent a determination by the Commission with regard to the QF status of the facility. An applicant self-certifying may, however, receive a rejection, revocation or deficiency letter if its application is found, during periodic compliance reviews, not to comply with the relevant requirements.

An applicant submitting a request for Commission certification will receive an order either granting or denying certification of QF status, or a letter requesting additional information or rejecting the application. Pursuant to 18 C.F.R. § 292.207(b)(3), the Commission must act on an application for Commission certification within 90 days of the later of the filing date of the application or the filing date of a supplement, amendment or other change to the application.

# Waiver Requests

18 C.F.R. § 292.204(a)(3) allows an applicant to request a waiver to modify the method of calculation pursuant to 18 C.F.R. § 292.204(a)(2) to determine if two facilities are considered to be located at the same site, for good cause. 18 C.F.R. § 292.205(c) allows an applicant to request waiver of the requirements of 18 C.F.R. §§ 292.205(a) and (b) for operating and efficiency upon a showing that the facility will produce significant energy savings. A request for waiver of these requirements must be submitted as a petition for declaratory order, with the appropriate filing fee for a petition for declaratory order. Applicants requesting Commission recertification as part of a request for waiver of one of these requirements should electronically submit their completed Form 556 along with their petition for declaratory order, rather than filing their Form 556 as a separate request for Commission recertification. Only the filing fee for the petition for declaratory order must be paid to cover both the waiver request and the request for recertification *if such requests are made simultaneously*.

18 C.F.R. § 292.203(d)(2) allows an applicant to request a waiver of the Form 556 filing requirements, for good cause. Applicants filing a petition for declaratory order requesting a waiver under 18 C.F.R. § 292.203(d)(2) do not need to complete or submit a Form 556 with their petition. Π

# **Geographic Coordinates**

If a street address does not exist for your facility, then line 3c of the Form 556 requires you to report your facility's geographic coordinates (latitude and longitude). Geographic coordinates may be obtained from several different sources. You can find links to online services that show latitude and longitude coordinates on online maps by visiting the Commission's QF webpage at <u>www.ferc.gov/QF</u> and clicking the Geographic Coordinates link. You may also be able to obtain your geographic coordinates from a GPS device, Google Earth (available free at <u>http://earth.google.com</u>), a property survey, various engineering or construction drawings, a property deed, or a municipal or county map showing property lines.

# Filing Privileged Data or Critical Energy Infrastructure Information in a Form 556

The Commission's regulations provide procedures for applicants to either (1) request that any information submitted with a Form 556 be given privileged treatment because the information is exempt from the mandatory public disclosure requirements of the Freedom of Information Act, 5 U.S.C. § 552, and should be withheld from public disclosure; or (2) identify any documents containing critical energy infrastructure information (CEII) as defined in 18 C.F.R. § 388.113 that should not be made public.

If you are seeking privileged treatment or CEII status for any data in your Form 556, then you must follow the procedures in 18 C.F.R. § 388.112. See <a href="https://www.ferc.gov/help/filing-guide/file-ceii.asp">www.ferc.gov/help/filing-guide/file-ceii.asp</a> for more information.

Among other things (see 18 C.F.R. § 388.112 for other requirements), applicants seeking privileged treatment or CEII status for data submitted in a Form 556 must prepare and file both (1) a complete version of the Form 556 (containing the privileged and/or CEII data), and (2) a public version of the Form 556 (with the privileged and/or CEII data redacted). Applicants preparing and filing these different versions of their Form 556 must indicate below the security designation of this version of their document. If you are *not* seeking privileged treatment or CEII status for any of your Form 556 data, then you should not respond to any of the items on this page.

**Non-Public**: Applicant is seeking privileged treatment and/or CEII status for data contained in the Form 556 lines indicated below. This non-public version of the applicant's Form 556 contains all data, including the data that is redacted in the (separate) public version of the applicant's Form 556.

**Public (redacted)**: Applicant is seeking privileged treatment and/or CEII status for data contained in the Form 556 lines indicated below. This public version of the applicants's Form 556 contains all data <u>except</u> for data from the lines indicated below, which has been redacted.

Privileged: Indicate below which lines of your form contain data for which you are seeking privileged treatment

Critical Energy Infrastructure Information (CEII): Indicate below which lines of your form contain data for which you are seeking CEII status

The eFiling process described on page 2 will allow you to identify which versions of the electronic documents you submit are public, privileged and/or CEII. The filenames for such documents should begin with "Public", "Priv", or "CEII", as applicable, to clearly indicate the security designation of the file. Both versions of the Form 556 should be unaltered PDF copies of the Form 556, as available for download from www.ferc.gov/QF. To redact data from the public copy of the submittal, simply omit the relevant data from the Form. For numerical fields, leave the redacted fields blank. For text fields, complete as much of the field as possible, and replace the redacted portions of the field with the word "REDACTED" in brackets. Be sure to identify above all fields which contain data for which you are seeking non-public status.

The Commission is not responsible for detecting or correcting filer errors, including those errors related to security designation. If your documents contain sensitive information, make sure they are filed using the proper security designation.

	FEDERAL ENERGY REGULAT WASHINGTON		ISSION	OMB Control # 1902-0 Expiration 06/30/2019
Form 5	<b>56</b> Certification of Qualifyir Production or Cogenera		Status for a	Small Power
<b>1a Full name of applica</b> Carnes Creek So	nt (legal entity on whose behalf qualify lar,LLC	ving facility status	s is sought for tl	his facility)
<b>1b</b> Applicant street add 4207 SE Woodsto				
<b>1c City</b> Portland		1d State/province Oregon		
<b>1e Postal code</b> 97206	<b>1f</b> Country (if not United States)		<b>1g</b> Telephone 303-709-	
	ty ever previously been certified as a Q		lo 📃	
1i If yes, provide the do	cket number of the last known QF filing	g pertaining to th	nis facility: Q	F <u>18</u> - <u>549</u> - <u>000</u>
QF status. A notice notice of self-certificent of self-certificen	fication A fe certification is a notice by the applicant of self-certification does not establish a cation to verify compliance. See the "W or more information.	itself that its faci proceeding, and	lity complies wi the Commissio	on does not review a
1k What type(s) of QF s	tatus is the applicant seeking for its fac	ility? (check all th	at apply)	
🔀 Qualifying small p	ower production facility status 🛛 🛛 🔾	ualifying cogene	ration facility st	tatus
11 What is the purpose a	and expected effective date(s) of this fil	ling?		
Original certification	on; facility expected to be installed by	ar	nd to begin ope	ration on
-	viously certified facility to be effective of formation of the formation o	and the second sec	aneous section	starting on page 19)
Name change a	and/or other administrative change(s)			
Change in own	ership			
Change(s) affect	ting plant equipment, fuel use, power	production capa	city and/or cog	eneration thermal outp
	ection to a previous filing submitted or lement or correction in the Miscellaneo		ig on page 19)	
	ng three statements is true, check the b le, explaining any special circumstance			
🖵 previously grante	ty complies with the Commission's QF i ed by the Commission in an order date cellaneous section starting on page 19	d		er of certain regulation her relevant waiver
	y would comply with the Commission' n this application is granted	s QF requiremen <sup>.</sup>	ts if a petition fo	or waiver submitted
employment of u	cy complies with the Commission's regunique or innovative technologies not on of compliance via this form difficult	contemplated by	the structure of	f this form, that make

FE	RC Form 556		Page 6 - All Facilities	(					
	2a Name of contact person		2b Telephone number	]					
	Jonathan Nelson		303-709-9600						
	<b>2c</b> Which of the following describes the contact person's relationship to the applicant? (check one)								
	Applicant (self) X Employee, owner or partner of applicant authorized to represent the applicant								
Contact Information		ed with the applicant authorized to rep							
ati		presentative authorized to represent th							
E		if applicant is an individual, check here	and a second						
ē	Conifer Energy Partners LL		and skip to line 2e						
<u> </u>				-					
g	<b>2e</b> Street address (if same as Applica	int, check here and skip to line $3a$ )	· · · · · ·	C					
nt									
ပိ									
	2f City	2g State/pi	ovince						
	2h Postal code	2i Country (if not United States)							
	3a Facility name								
No	Carnes Creek Solar, LLC								
atic	3b Street address (if a street address	does not exist for the facility, check her	e and skip to line 3c)	a					
8	10825 Portland Rd, Salem		• · · · · · · · · · · · · · · · · · · ·	U					
d d									
entification and Location	then you must specify the latitud the following formula to convert degrees + (minutes/60) + (second	e and longitude coordinates of the facil to decimal degrees from degrees, minu ds/3600). See the "Geographic Coordir	your facility by checking the box in line 3b, ity in degrees (to three decimal places). Use tes and seconds: decimal degrees = lates" section on page 4 for help. If you leographic coordinates below is optional.						
	Longitude 🗌 East (+) 122	.931 degrees Latitude	── North (+) 45.076 degrees ── South (-)						
Facility Id	3d City (if unincorporated, check her	e and enter nearest city) 🔲 <b>3e</b> State	/province						
ility	Salem	Oregon							
aci	<b>3f</b> County (or check here for indeper	ndent city) 3g Country (if	not United States)	6					
LL_	Marion								
	Identify the electric utilities that are contemplated to transact with the facility.								
es	4a Identify utility interconnecting with the facility								
liti	Portland General Electri	c							
g Utilities	4b Identify utilities providing wheeling service or check here if none 🔀								
tin	Ac Identify utilities purchasing the us	seful electric power output or check her	e if none	0					
Sac	Portland General Electri			U					
SUE				-					
Transacting	4d Identify utilities providing supple service or check here if none	mentary power, backup power, mainte	nance power, and/or interruptible power	U					
	Portland General Electri	с							
	L			ć.					

	Form 556		Page 7 -	All Facilitie	es
5	a Direct ownership as of effective date or operation date: Identify all direct owners of t percent equity interest. For each identified owner, also (1) indicate whether that own defined in section 3(22) of the Federal Power Act (16 U.S.C. 796(22)), or a holding con 1262(8) of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451(8)), and (2 utilities or holding companies, provide the percentage of equity interest in the facilit direct owners hold at least 10 percent equity interest in the facility, then provide the two direct owners with the largest equity interest in the facility.	ner is an elec npany, as def 2) for owners 2y held by tha required info	tric utilit fined in s which a at owner ormatior	ty, as section re electric . If no n for the	
	Full legal names of direct owners	Electric ut holdir compa	ng	lf Yes, % equity interest	
	1) Carnes Creek Solar, LLC	Yes 🗌	No 🛛		8
	2)	Yes 🗌	No 🗌		8
	3)	Yes 🔲	No 🗌		8
	4)	Yes 🗌	No 🗌		8
	5)	Yes 🗌 🛛	No 🗌		8
	6)	Yes	No 🗌		뭥
	7)	Yes 🗍 🛛			8
	8)	Yes 🗌 🛛			8
no	9)	Yes			8
rati	10)	Yes			8
be	Check here and continue in the Miscellaneous section starting on page 19 if add	itional space	is need		
an	b Upstream (i.e., indirect) ownership as of effective date or operation date: Identify all of the facility that both (1) hold at least 10 percent equity interest in the facility, and (	(2) are electri	c utilitie:	s, as	
Ownership and Operation		(2) are electric banies, as def provide the p	c utilities ined in s percenta	s, as section ge of ries of one	K
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FEI	RC Form 556		Page 8 - All Facilitie						
	<b>6a</b> Describe the primary energy input: (c	heck one main category and, if applicable,	one subcategory)						
	🔲 Biomass (specify)	🔀 Renewable resources (specify)	Geothermal						
	🔲 Landfill gas	Hydro power - river	Fossil fuel (specify)						
	🔲 Manure digester gas	🔲 Hydro power - tidal	🔲 Coal (not waste)						
	🔲 Municipal solid waste	🔲 Hydro power - wave	Fuel oil/diesel						
	🔲 Sewage digester gas	🔀 Solar - photovoltaic	📋 Natural gas (not waste						
	🔲 Wood	🔲 Solar - thermal	Other fossil fuel						
	Other biomass (describe or	a page 19) 🔲 Wind	(describe on page 19)						
	🔲 Waste (specify type below in line	6b) Other renewable resource (describe on page 19)	Other (describe on page 19)						
	<b>6b</b> If you specified "waste" as the primar	y energy input in líne ба, indicate the type о	of waste fuel used: (check one)						
	🔲 Waste fuel listed in 18 C.F.R. § 29	92.202(b) (specify one of the following)							
	🔲 Anthracite culm produced	d prior to July 23, 1985							
	Anthracite refuse that has ash content of 45 percent	an average heat content of 6,000 Btu or les or more	ss per pound and has an average						
	Bituminous coal refuse that has an average heat content of 9,500 Btu per pound or less and has an average ash content of 25 percent or more								
Input	Top or bottom subbituminous coal produced on Federal lands or on Indian lands that has been determined to be waste by the United States Department of the Interior's Bureau of Land Management (BLM) or that is located on non-Federal or non-Indian lands outside of BLM's jurisdiction, provided that the applicant shows that the latter coal is an extension of that determined by BLM to be waste								
Energy input	Coal refuse produced on Federal lands or on Indian lands that has been determined to be waste by th BLM or that is located on non- Federal or non-Indian lands outside of BLM's jurisdiction, provided that applicant shows that the latter is an extension of that determined by BLM to be waste								
	Lignite produced in association with the production of montan wax and lignite that becomes exposed as a result of such a mining operation								
	Gaseous fuels (except natural gas and synthetic gas from coal) (describe on page 19)								
	Waste natural gas from gas or oil wells (describe on page 19 how the gas meets the requirements of 1 C.F.R. § 2.400 for waste natural gas; include with your filing any materials necessary to demonstrate compliance with 18 C.F.R. § 2.400)								
	Materials that a governme	ent agency has certified for disposal by com	bustion (describe on page 19)						
	🗌 Heat from exothermic reactions (describe on page 19) 🛛 🗌 Residual heat (describe on page								
	Used rubber tires	] Plastic materials 🛛 🗍 Refinery of	f-gas 📄 Petroleum coke						
	Other waste energy input that has little or no commercial value and exists in the absence of the qualifying facility industry (describe in the Miscellaneous section starting on page 19; include a discussion of the fuel's lack of commercial value and existence in the absence of the qualifying facility industry)								
	energy inputs, and provide the relate	culated on a calendar year basis, in terms of d percentage of the total average annual er fuel, use lower heating value (18 C.F.R. § 29	nergy input to the facility (18 C.F.R.						
		Annual average energy	Percentage of total						
	Fuel Natural gas		annual energy input						
	Oil-based fuels	0 Btu/h	0 %						
	Coal	0 Btu/h	0 %						
1	i cua	0 Btu/h	0 %						

Page 9 - All Facilities

Indicate the maximum gross and maximum net electric power production capacity of the facility at the point(s) of delivery by completing the worksheet below. Respond to all items. If any of the parasitic loads and/or losses identified in lines 7b through 7e are negligible, enter zero for those lines. 7a The maximum gross power production capacity at the terminals of the individual generator(s) under the most favorable anticipated design conditions 2,500 kW 7b Parasitic station power used at the facility to run equipment which is necessary and integral to the power production process (boiler feed pumps, fans/blowers, office or maintenance buildings directly related to the operation of the power generating facility, etc.). If this facility includes nonpower production processes (for instance, power consumed by a cogeneration facility's thermal host), do not include any power consumed by the non-power production activities in your reported parasitic station power. 10 kW 7c Electrical losses in interconnection transformers 15 kW 7d Electrical losses in AC/DC conversion equipment, if any 0 kW 7e Other interconnection losses in power lines or facilities (other than transformers and AC/DC conversion equipment) between the terminals of the generator(s) and the point of interconnection with the utility 0 kW **7f** Total deductions from gross power production capacity = 7b + 7c + 7d + 7e25.0 kW **7g** Maximum net power production capacity = 7a - 7f2,475.0 kW

7h Description of facility and primary components: Describe the facility and its operation. Identify all boilers, heat recovery steam generators, prime movers (any mechanical equipment driving an electric generator), electrical generators, photovoltaic solar equipment, fuel cell equipment and/or other primary power generation equipment used in the facility. Descriptions of components should include (as applicable) specifications of the nominal capacities for mechanical output, electrical output, or steam generation of the identified equipment. For each piece of equipment identified, clearly indicate how many pieces of that type of equipment are included in the plant, and which components are normally operating or normally in standby mode. Provide a description of how the components operate as a system. Applicants for cogeneration facilities do not need to describe operations of systems that are clearly depicted on and easily understandable from a cogeneration facility's attached mass and heat balance diagram; however, such applicants should provide any necessary description needed to understand the sequential operation of the facility depicted in their mass and heat balance diagram. If additional space is needed, continue in the Miscellaneous section starting on page 19.

The facility will consist of photovoltaic solar modules supported by ground mounted racking on piles. The system will use one or more inverters.

FERC Form 556

11

# Information Required for Small Power Production Facility

If you indicated in line 1k that you are seeking qualifying small power production facility status for your facility, then you must respond to the items on this page. Otherwise, skip page 10.

Pursuant to 18 C.F.R. § 292.204(a), the power production capacity of any small power production facility, together with the power production capacity of any other small power production facilities that use the same energy resource, are owned by the same person(s) or its affiliates, and are located at the same site, may not exceed 80 megawatts. To demonstrate compliance with this size limitation, or to demonstrate that your facility is exempt from this size limitation under the Solar, Wind, Waste, and Geothermal Power Production Incentives Act of 1990 (Pub. L. 101-575, 104 Stat. 2834 (1990) as amended by Pub. L. 102-46, 105 Stat. 249 (1991)), respond to lines 8a through 8e below (as applicable).

8a Identify any facilities with electrical generating equipment located within 1 mile of the electrical generating equipment of the instant facility, and for which any of the entities identified in lines 5a or 5b, or their affiliates, holds at least a 5 percent equity interest.

. . ... . . .

Ŭ	Check here if no such facilities exist.	X						
olian ons	Facility location (city or county, state)	Root docket # (if any)	Common owner(s)	Maximum net power production capacity				
of Complia Limitations	1)	QF -		kW				
	2)	QF -		kW				
	3)	QF -		kW				
atic Siz	Check here and continue in the	Miscellaneous section	starting on page 19 if addition	al space is needed				
Certification of Compliance with Size Limitations	<ul> <li>8b The Solar, Wind, Waste, and Geotexemption from the size limitations in Are you seeking exemption from the </li> <li>Yes (continue at line 8c belowed by the original notice of self-certain set in the set of th</li></ul>	n 18 C.F.R. § 292.204(a size limitations in 18 C w)	) for certain facilities that were F.R. § 292.204(a) by virtue of tl No (skip lines 8c through 8	certified prior to 1995. ne Incentives Act? 3e)				
	before December 31, 1994? Yes	No	<b>1</b> 40-11-11-11-11-11-11-11-11-11-11-11-11-11					
	8d Did construction of the facility commence on or before December 31, 1999? Yes No							
	<b>8e</b> If you answered No in line 8d, inc the facility, taking into account all fac a brief narrative explanation in the M particular, describe why construction toward completion of the facility.	tors relevant to constr iscellaneous section st	uction? Yes No If yo arting on page 19 of the const	ou answered Yes, provide ruction timeline (in				
Certification of Compliance with Fuel Use Requirements	Pursuant to 18 C.F.R. § 292.204(b), qu amounts, for only the following purp prevention of unanticipated equipme the public health, safety, or welfare, v used for these purposes may not exco period beginning with the date the fa	oses: Ignition; start-up ent outages; and allevi vhich would result fror eed 25 percent of the t	r; testing; flame stabilization; co ation or prevention of emerger n electric power outages. The total energy input of the facility	ontrol use; alleviation or ncies, directly affecting amount of fossil fuels during the 12-month				
P a	<b>9a</b> Certification of compliance with 1	8 C.F.R. § 292.204(b) w	ith respect to uses of fossil fue	l:				
lon c Use	Applicant certifies that the fac	cility will use fossil fuel	s exclusively for the purposes lis	sted above.				
cati uel	<b>9b</b> Certification of compliance with 1	8 C.F.R. § 292.204(b) v	vith respect to amount of fossil	fuel used annually:				
Certifi with F	Applicant certifies that the an percent of the total energy in facility first produces electric of	put of the facility durir						

General Cogeneration

# Information Required for Cogeneration Facility

If you indicated in line 1k that you are seeking qualifying cogeneration facility status for your facility, then you must respond to the items on pages 11 through 13. Otherwise, skip pages 11 through 13.

Pursuant to 18 C.F.R. § 292.202(c), a cogeneration facility produces electric energy and forms of useful thermal energy (such as heat or steam) used for industrial, commercial, heating, or cooling purposes, through the sequential use of energy. Pursuant to 18 C.F.R. § 292.202(s), "sequential use" of energy means the following: (1) for a topping-cycle cogeneration facility, the use of reject heat from a power production process in sufficient amounts in a thermal application or process to conform to the requirements of the operating standard contained in 18 C.F.R. § 292.205(a); or (2) for a bottoming-cycle cogeneration facility, the use of at least some reject heat from a thermal application or process for power production.

**10a** What type(s) of cogeneration technology does the facility represent? (check all that apply)

Topping-cycle cogeneration

Bottoming-cycle cogeneration

**10b** To help demonstrate the sequential operation of the cogeneration process, and to support compliance with other requirements such as the operating and efficiency standards, include with your filing a mass and heat balance diagram depicting average annual operating conditions. This diagram must include certain items and meet certain requirements, as described below. You must check next to the description of each requirement below to certify that you have complied with these requirements.

	Check to certify compliance with indicated requirement	Requirement
-	[ <sup>**</sup> ]	Diagram must show orientation within system piping and/or ducts of all prime movers, heat recovery steam generators, boilers, electric generators, and condensers (as applicable), as well as any other primary equipment relevant to the cogeneration process.
latio		Any average annual values required to be reported in lines 10b, 12a, 13a, 13b, 13d, 13f, 14a, 15b, 15d and/or 15f must be computed over the anticipated hours of operation.
Information	()	Diagram must specify all fuel inputs by fuel type and average annual rate in Btu/h. Fuel for supplementary firing should be specified separately and clearly labeled. All specifications of fuel inputs should use lower heating values.
		Diagram must specify average gross electric output in kW or MW for each generator.
		Diagram must specify average mechanical output (that is, any mechanical energy taken off of the shaft of the prime movers for purposes not directly related to electric power generation) in horsepower, if any. Typically, a cogeneration facility has no mechanical output.
		At each point for which working fluid flow conditions are required to be specified (see below), such flow condition data must include mass flow rate (in lb/h or kg/s), temperature (in °F, R, °C or K), absolute pressure (in psia or kPa) and enthalpy (in Btu/lb or kJ/kg). Exception: For systems where the working fluid is <i>liquid only</i> (no vapor at any point in the cycle) and where the type of liquid and specific heat of that liquid are clearly indicated on the diagram or in the Miscellaneous section starting on page 19, only mass flow rate and temperature (not pressure and enthalpy) need be specified. For reference, specific heat at standard conditions for pure liquid water is approximately 1.002 Btu/ (lb*R) or 4.195 kJ/(kg*K).
		Diagram must specify working fluid flow conditions at input to and output from each steam turbine or other expansion turbine or back-pressure turbine.
		Diagram must specify working fluid flow conditions at delivery to and return from each thermal application.
		Diagram must specify working fluid flow conditions at make-up water inputs.

FERC Fo	prm 556 Page 12 - Cogeneration Facilities	
	EPAct 2005 cogeneration facilities: The Energy Policy Act of 2005 (EPAct 2005) established a new section 210(n) of the Public Utility Regulatory Policies Act of 1978 (PURPA), 16 USC 824a-3(n), with additional requirements for any qualifying cogeneration facility that (1) is seeking to sell electric energy pursuant to section 210 of PURPA and (2) was either not a cogeneration facility on August 8, 2005, or had not filed a self-certification or application for Commission certification of QF status on or before February 1, 2006. These requirements were implemented by the Commission in 18 C.F.R. § 292.205(d). Complete the lines below, carefully following the instructions, to demonstrate whether these additional requirements apply to your cogeneration facility and, if so, whether your facility complies with such requirements.	
	11a Was your facility operating as a qualifying cogeneration facility on or before August 8, 2005? Yes 📄 No 📄	
	<b>11b</b> Was the initial filing seeking certification of your facility (whether a notice of self-certification or an application for Commission certification) filed on or before February 1, 2006? Yes No	Ĵ
e v	If the answer to either line 11a or 11b is Yes, then continue at line 11c below. Otherwise, if the answers to both lines 11a and 11b are No, skip to line 11e below.	
ntal Us acilitie:	<b>11c</b> With respect to the design and operation of the facility, have any changes been implemented on or after February 2, 2006 that affect general plant operation, affect use of thermal output, and/or increase net power production capacity from the plant's capacity on February 1, 2006?	Û
n F	Yes (continue at line 11d below)	
Fundai neratio	No. Your facility is not subject to the requirements of 18 C.F.R. § 292.205(d) at this time. However, it may be subject to to these requirements in the future if changes are made to the facility. At such time, the applicant would need to recertify the facility to determine eligibility. Skip lines 11d through 11j.	
s for oger	<b>11d</b> Does the applicant contend that the changes identified in line 11c are not so significant as to make the facility a "new" cogeneration facility that would be subject to the 18 C.F.R. § 292.205(d) cogeneration requirements?	
ements from C	Yes. Provide in the Miscellaneous section starting on page 19 a description of any relevant changes made to the facility (including the purpose of the changes) and a discussion of why the facility should not be considered a "new" cogeneration facility in light of these changes. Skip lines 11e through 11j.	
005 Requirements for Fundamental Use gy Output from Cogeneration Facilities	No. Applicant stipulates to the fact that it is a "new" cogeneration facility (for purposes of determining the applicability of the requirements of 18 C.F.R. § 292.205(d)) by virtue of modifications to the facility that were initiated on or after February 2, 2006. Continue below at line 11e.	
05   y O	<b>11e</b> Will electric energy from the facility be sold pursuant to section 210 of PURPA?	
t 20 nerg	Yes. The facility is an EPAct 2005 cogeneration facility. You must demonstrate compliance with 18 C.F.R. § 292.205(d)(2) by continuing at line 11f below.	
EPAct 20 of Ener	No. Applicant certifies that energy will <i>not</i> be sold pursuant to section 210 of PURPA. Applicant also certifies its understanding that it must recertify its facility in order to determine compliance with the requirements of 18 C.F.R. § 292.205(d) <i>before</i> selling energy pursuant to section 210 of PURPA in the future. Skip lines 11f through 11j.	
	11f Is the net power production capacity of your cogeneration facility, as indicated in line 7g above, less than or equal to 5,000 kW?	
	Yes, the net power production capacity is less than or equal to 5,000 kW. 18 C.F.R. § 292.205(d)(4) provides a rebuttable presumption that cogeneration facilities of 5,000 kW and smaller capacity comply with the requirements for fundamental use of the facility's energy output in 18 C.F.R. § 292.205(d)(2). Applicant certifies its understanding that, should the power production capacity of the facility increase above 5,000 kW, then the facility must be recertified to (among other things) demonstrate compliance with 18 C.F.R. § 292.205(d)(2). Skip lines 11g through 11j.	
	No, the net power production capacity is greater than 5,000 kW. Demonstrate compliance with the requirements for fundamental use of the facility's energy output in 18 C.F.R. § 292.205(d)(2) by continuing on the next page at line 11g.	

#### FERC Form 556

#### Page 13 - Cogeneration Facilities

Lines 11g through 11k below guide the applicant through the process of demonstrating compliance with the requirements for "fundamental use" of the facility's energy output. 18 C.F.R. § 292.205(d)(2). Only respond to the lines on this page if the instructions on the previous page direct you to do so. Otherwise, skip this page.

18 C.F.R. § 292.205(d)(2) requires that the electrical, thermal, chemical and mechanical output of an EPAct 2005 cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a qualifying facility to its host facility. If you were directed on the previous page to respond to the items on this page, then your facility is an EPAct 2005 cogeneration facility that is subject to this "fundamental use" requirement.

The Commission's regulations provide a two-pronged approach to demonstrating compliance with the requirements for fundamental use of the facility's energy output. First, the Commission has established in 18 C.F.R. § 292.205(d)(3) a "fundamental use test" that can be used to demonstrate compliance with 18 C.F.R. § 292.205(d)(2). Under the fundamental use test, a facility is considered to comply with 18 C.F.R. § 292.205(d)(2) if at least 50 percent of the facility's total annual energy output (including electrical, thermal, chemical and mechanical energy output) is used for industrial, commercial, residential or institutional purposes.

Second, an applicant for a facility that does not pass the fundamental use test may provide a narrative explanation of and support for its contention that the facility nonetheless meets the requirement that the electrical, thermal, chemical and mechanical output of an EPAct 2005 cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a qualifying facility to its host facility.

Complete lines 11g through 11j below to determine compliance with the fundamental use test in 18 C.F.R. § 292.205(d)(3). Complete lines 11g through 11j even if you do not intend to rely upon the fundamental use test to demonstrate compliance with 18 C.F.R. § 292.205(d)(2).

<b>11g</b> Amount of electrical, thermal, chemical and mechanical energy output (net of internal generation plant losses and parasitic loads) expected to be used annually for industrial, commercial, residential or institutional purposes and not sold to an electric utility	MWh
<b>11h</b> Total amount of electrical, thermal, chemical and mechanical energy expected to be sold to an electric utility	MWh
<ul> <li>Percentage of total annual energy output expected to be used for industrial,</li> <li>commercial, residential or institutional purposes and not sold to a utility</li> <li>= 100 * 11g /(11g + 11h)</li> </ul>	0%

11j Is the response in line 11i greater than or equal to 50 percent?

Yes. Your facility complies with 18 C.F.R. § 292.205(d)(2) by virtue of passing the fundamental use test provided in 18 C.F.R. § 292.205(d)(3). Applicant certifies its understanding that, if it is to rely upon passing the fundamental use test as a basis for complying with 18 C.F.R. § 292.205(d)(2), then the facility must comply with the fundamental use test both in the 12-month period beginning with the date the facility first produces electric energy, and in all subsequent calendar years.

No. Your facility does not pass the fundamental use test. Instead, you must provide in the Miscellaneous section starting on page 19 a narrative explanation of and support for why your facility meets the requirement that the electrical, thermal, chemical and mechanical output of an EPAct 2005 cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a QF to its host facility. Applicants providing a narrative explanation of why their facility should be found to comply with 18 C.F.R. § 292.205(d)(2) in spite of non-compliance with the fundamental use test may want to review paragraphs 47 through 61 of Order No. 671 (accessible from the Commission's QF website at www.ferc.gov/QF), which provide discussion of the facts and circumstances that may support their explanation. Applicant should also note that the percentage reported above will establish the standard that that facility must comply with, both for the 12-month period beginning with the date the facility first produces electric energy, and in all subsequent calendar years. *See* Order No. 671 at paragraph 51. As such, the applicant should make sure that it reports appropriate values on lines 11g and 11h above to serve as the relevant annual standard, taking into account expected variations in production conditions.

#### FERC Form 556

Usefulness of Topping-Cycle Thermal Output

# Information Required for Topping-Cycle Cogeneration Facility

If you indicated in line 10a that your facility represents topping-cycle cogeneration technology, then you must respond to the items on pages 14 and 15. Otherwise, skip pages 14 and 15.

The thermal energy output of a topping-cycle cogeneration facility is the net energy made available to an industrial or commercial process or used in a heating or cooling application. Pursuant to sections 292.202(c), (d) and (h) of the Commission's regulations (18 C.F.R. §§ 292.202(c), (d) and (h)), the thermal energy output of a qualifying topping-cycle cogeneration facility must be useful. In connection with this requirement, describe the thermal output of the topping-cycle cogeneration facility by responding to lines 12a and 12b below.

12a Identify and describe each thermal host, and specify the annual average rate of thermal output made available to each host for each use. For hosts with multiple uses of thermal output, provide the data for each use *in separate rows*.

	Name of entity (thermal host) taking thermal output	Thermal host's relationship to facility; Thermal host's use of thermal output	thermal output attributable to use (net of heat contained in process return or make-up water)
1)		Select thermal host's relationship to facility	
"		Select thermal host's use of thermal output	Btu/h
2)		Select thermal host's relationship to facility	
21		Select thermal host's use of thermal output	Btu/h
3)		Select thermal host's relationship to facility	
51		Select thermal host's use of thermal output	Btu/h
4)		Select thermal host's relationship to facility	
4)		Select thermal host's use of thermal output	Btu/h
5)		Select thermal host's relationship to facility	
5)		Select thermal host's use of thermal output	Btu/h
6)		Select thermal host's relationship to facility	
0)		Select thermal host's use of thermal output	Btu/h

Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed

**12b** Demonstration of usefulness of thermal output: At a minimum, provide a brief description of each use of the thermal output identified above. In some cases, this brief description is sufficient to demonstrate usefulness. However, if your facility's use of thermal output is not common, and/or if the usefulness of such thermal output is not reasonably clear, then you must provide additional details as necessary to demonstrate usefulness. Your application may be rejected and/or additional information may be required if an insufficient showing of usefulness is made. (Exception: If you have previously received a Commission certification approving a specific use of thermal output related to the instant facility, then you need only provide a brief description of that use and a reference by date and docket number to the order certifying your facility with the indicated use. Such exemption may not be used if any change creates a material deviation from the previously authorized use.) If additional space is needed, continue in the Miscellaneous section starting on page 19.

Page 15 - Topping-Cycle Cogeneration Facilities

Applicants for facilities representing topping-cycle technology must demonstrate compliance with the toppingcycle operating standard and, if applicable, efficiency standard. Section 292.205(a)(1) of the Commission's regulations (18 C.F.R. § 292.205(a)(1)) establishes the operating standard for topping-cycle cogeneration facilities: the useful thermal energy output must be no less than 5 percent of the total energy output. Section 292.205(a)(2) (18 C.F.R. § 292.205(a)(2)) establishes the efficiency standard for topping-cycle cogeneration facilities for which installation commenced on or after March 13, 1980: the useful power output of the facility plus one-half the useful thermal energy output must (A) be no less than 42.5 percent of the total energy input of natural gas and oil to the facility; and (B) if the useful thermal energy output is less than 15 percent of the total energy output of the facility. be no less than 45 percent of the total energy input of natural gas and oil to the facility. To demonstrate compliance with the topping-cycle operating and/or efficiency standards, or to demonstrate that your facility is exempt from the efficiency standard based on the date that installation commenced, respond to lines 13a through 13 below. If you indicated in line 10a that your facility represents both topping-cycle and bottoming-cycle cogeneration technology, then respond to lines 13a through 13I below considering only the energy inputs and outputs attributable to the topping-cycle portion of your facility. Your mass and heat balance diagram must make clear which mass and energy flow values and system components are for which portion (topping or bottoming) of the cogeneration system. 13a Indicate the annual average rate of useful thermal energy output made available. to the host(s), net of any heat contained in condensate return or make-up water Btu/h 13b Indicate the annual average rate of net electrical energy output kW 13c Multiply line 13b by 3,412 to convert from kW to Btu/h 0 Btu/h 13d Indicate the annual average rate of mechanical energy output taken directly off of the shaft of a prime mover for purposes not directly related to power production (this value is usually zero) hp 13e Multiply line 13d by 2,544 to convert from hp to Btu/h 0 Btu/h 13f Indicate the annual average rate of energy input from natural gas and oil Btu/h **13g** Topping-cycle operating value =  $100 \times 13a / (13a + 13c + 13e)$ 0 % **13h** Topping-cycle efficiency value = 100 \* (0.5\*13a + 13c + 13e) / 13f0 % 13i Compliance with operating standard: Is the operating value shown in line 13g greater than or equal to 5%? Yes (complies with operating standard) No (does not comply with operating standard) 13j Did installation of the facility in its current form commence on or after March 13, 1980? Yes. Your facility is subject to the efficiency requirements of 18 C.F.R. § 292,205(a)(2). Demonstrate compliance with the efficiency requirement by responding to line 13k or 13l, as applicable, below. No. Your facility is exempt from the efficiency standard. Skip lines 13k and 13l. 13k Compliance with efficiency standard (for low operating value): If the operating value shown in line 13g is less than 15%, then indicate below whether the efficiency value shown in line 13h greater than or equal to 45%: Yes (complies with efficiency standard) No (does not comply with efficiency standard) 131 Compliance with efficiency standard (for high operating value): If the operating value shown in line 13g is greater than or equal to 15%, then indicate below whether the efficiency value shown in line 13h is greater than or equal to 42.5%: Yes (complies with efficiency standard) No (does not comply with efficiency standard)

Topping-Cycle Operating and Efficiency Value Calculation

FERC Form 556

# Information Required for Bottoming-Cycle Cogeneration Facility

If you indicated in line 10a that your facility represents bottoming-cycle cogeneration technology, then you must respond to the items on pages 16 and 17. Otherwise, skip pages 16 and 17.

The thermal energy output of a bottoming-cycle cogeneration facility is the energy related to the process(es) from which at least some of the reject heat is then used for power production. Pursuant to sections 292.202(c) and (e) of the Commission's regulations (18 C.F.R. § 292.202(c) and (e)), the thermal energy output of a qualifying bottoming-cycle cogeneration facility must be useful. In connection with this requirement, describe the process(es) from which at least some of the reject heat is used for power production by responding to lines 14a and 14b below.

14a Identify and describe each thermal host and each bottoming-cycle cogeneration process engaged in by each host. For hosts with multiple bottoming-cycle cogeneration processes, provide the data for each process in separate rows.
 Has the energy input to

Name of entity (thermal host) performing the process from which at least some of the reject heat is used for power production Thermal host's relationship to facility; Thermal host's process type Thermal host's process type Thermal host's process type Thermal host's process type

•				
1)	Select thermal host's relationship to facility	Yes No		
17	Select thermal host's process type			
2)	Select thermal host's relationship to facility	Yes No		
2)	Select thermal host's process type			
2)	Select thermal host's relationship to facility	Yes No		
5)	Select thermal host's process type			

Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed

**14b** Demonstration of usefulness of thermal output: At a minimum, provide a brief description of each process identified above. In some cases, this brief description is sufficient to demonstrate usefulness. However, if your facility's process is not common, and/or if the usefulness of such thermal output is not reasonably clear, then you must provide additional details as necessary to demonstrate usefulness. Your application may be rejected and/or additional information may be required if an insufficient showing of usefulness is made. (Exception: If you have previously received a Commission certification approving a specific bottoming-cycle process related to the instant facility, then you need only provide a brief description of that process and a reference by date and docket number to the order certifying your facility with the indicated process. Such exemption may not be used if any material changes to the process have been made.) If additional space is needed, continue in the Miscellaneous section starting on page 19.

# Usefulness of Bottoming-Cycle Thermal Output

FERC Fo	prm 556 Page 1	7 - Bottoming-Cycle Cogeneration Facilities
	Applicants for facilities representing bottoming-cycle technology and fo March 13, 1990 must demonstrate compliance with the bottoming-cycle the Commission's regulations (18 C.F.R. § 292.205(b)) establishes the effic cogeneration facilities: the useful power output of the facility must be no of natural gas and oil for supplementary firing. To demonstrate complian standard (if applicable), or to demonstrate that your facility is exempt from installation of the facility began, respond to lines 15a through 15h below	efficiency standards. Section 292.205(b) of ciency standard for bottoming-cycle o less than 45 percent of the energy input nce with the bottoming-cycle efficiency om this standard based on the date that
Bottoming-Cycle Operating and Efficiency Value Calculation	If you indicated in line 10a that your facility represents <i>both</i> topping-cycl technology, then respond to lines 15a through 15h below considering or attributable to the bottoming-cycle portion of your facility. Your mass ar which mass and energy flow values and system components are for whic (topping or bottoming).	nly the energy inputs and outputs nd heat balance diagram must make clear
tin	15a Did installation of the facility in its current form commence on or aft	ter March 13, 1980?
ttoming-Cycle Operating a Efficiency Value Calculation	Yes. Your facility is subject to the efficiency requirement of 18 C. with the efficiency requirement by responding to lines 15b through	F.R. § 292.205(b). Demonstrate compliance 1gh 15h below.
cle (	No. Your facility is exempt from the efficiency standard. Skip the	e rest of page 17.
ڿۜڂ	<b>15b</b> Indicate the annual average rate of net electrical energy output	kW
ency	<b>15c</b> Multiply line 15b by 3,412 to convert from kW to Btu/h	0 Btu/h
tton Effici	<b>15d</b> Indicate the annual average rate of mechanical energy output taken of the shaft of a prime mover for purposes not directly related to power p (this value is usually area)	production
ං ස	(this value is usually zero) <b>15e</b> Multiply line 15d by 2,544 to convert from hp to Btu/h	hp
		0 Btu/h
	<b>15f</b> Indicate the annual average rate of supplementary energy input from or oil	n natural gas Btu/h
	<b>15g</b> Bottoming-cycle efficiency value = 100 * (15c + 15e) / 15f	0 %
	<b>15h</b> Compliance with efficiency standard: Indicate below whether the e than or equal to 45%:	······································
	Yes (complies with efficiency standard)	not comply with efficiency standard)

#### FERC Form 556

# Certificate of Completeness, Accuracy and Authority

Applicant must certify compliance with and understanding of filing requirements by checking next to each item below and signing at the bottom of this section. Forms with incomplete Certificates of Completeness, Accuracy and Authority will be rejected by the Secretary of the Commission.

Signer identified below certifies the following: (check all items and applicable subitems)

He or she has read the filing, including any information contained in any attached documents, such as cogeneration mass and heat balance diagrams, and any information contained in the Miscellaneous section starting on page 19, and knows its contents.

He or she has provided all of the required information for certification, and the provided information is true as stated, to the best of his or her knowledge and belief.

 $\boxtimes$  He or she possess full power and authority to sign the filing; as required by Rule 2005(a)(3) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2005(a)(3)), he or she is one of the following: (check one)

☐ The person on whose behalf the filing is made

🛛 An officer of the corporation, trust, association, or other organized group on behalf of which the filing is made

An officer, agent, or employe of the governmental authority, agency, or instrumentality on behalf of which the filing is made

A representative qualified to practice before the Commission under Rule 2101 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2101) and who possesses authority to sign

He or she has reviewed all automatic calculations and agrees with their results, unless otherwise noted in the Miscellaneous section starting on page 19.

He or she has provided a copy of this Form 556 and all attachments to the utilities with which the facility will interconnect and transact (see lines 4a through 4d), as well as to the regulatory authorities of the states in which the

facility and those utilities reside. See the Required Notice to Public Utilities and State Regulatory Authorities section on page 3 for more information.

Provide your signature, address and signature date below. Rule 2005(c) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2005(c)) provides that persons filing their documents electronically may use typed characters representing his or her name to sign the filed documents. A person filing this document electronically should sign (by typing his or her name) in the space provided below.

Your Signature	Your address	Date
	4207 SE Woodstock #326	
Jonathan Nelson	Portland, OR 97206	7/5/2018

Audit Notes

**Commission Staff Use Only:** 

# Miscellaneous

Use this space to provide any information for which there was not sufficient space in the previous sections of the form to provide. For each such item of information *clearly identify the line number that the information belongs to.* You may also use this space to provide any additional information you believe is relevant to the certification of your facility.

Your response below is not limited to one page. Additional page(s) will automatically be inserted into this form if the length of your response exceeds the space on this page. Use as many pages as you require.

Revised 1b to reflect change of address. Revised 1e to reflect change of zip code. Also, the COD date has been delayed to November 1, 2020.

# EXHIBIT B REQUIRED FACILITY DOCUMENTS

Sellers Generation Interconnection Agreement All required transmission Agreements All required environmental permits All required agreement to record Renewable Energy Certificates Required site control documents FERC Self-Certification and acceptance Any Conditional Use Permits Any Access Permit Construction Permits

# EXHIBIT C START-UP TESTING Required Testing

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

1. Safety plan during startup and commissioning (including the expected number of individuals covered)

2. Review of all QA/QC testing

3. Confirm testing and energizing inverters in conformance with manufacturer's recommended

procedures; note operating voltages; and confirm inverter is performing as expected

4. Energizing transformers

5. Under full sun conditions, and after at least 15 minutes of operation, taking and recording PV Plant operating data—such as but not limited to KWDC, KWAC, VDC,

VAC, IDC, IAC, Solar Radiation, etc.

6. Testing the system control and monitoring system to verify that it is performing correctly

7. Testing the communication system for offsite monitoring and all requirements of the Western Energy Imbalance Market

8. Testing the Plant metering and protective relaying to verify they meet utility requirements

9. Documentation of successful startup and commissioning procedure

10. Written notification submitted by Contractor to Owner that the completion of Acceptance Testing

and Commissioning has occurred

11. Testing to meet the requirements of Section 1.5.3.

EXHIBIT D SCHEDULE 201

D-1

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

# PURPOSE

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

# AVAILABLE

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

# APPLICABLE

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

# ESTABLISHING CREDITWORTHINESS

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

# **POWER PURCHASE INFORMATION**

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

# PPA

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

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

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

## SCHEDULE 201 (Continued)

PPA (Continued)

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

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

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

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

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

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

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

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

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

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

#### **OFF-SYSTEM PPA**

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

## **BASIS FOR POWER PURCHASE PRICE**

#### AVOIDED COST SUMMARY

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

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

#### **ON-PEAK PERIOD**

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

#### **OFF-PEAK PERIOD**

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

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

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

## **SCHEDULE 201 (Continued)**

#### PRICING FOR STANDARD PPA

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

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

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

#### 1) Standard Fixed Price Option

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

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

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

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

## **SCHEDULE 201 (Continued)**

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

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

······	TABLE 1a											
	Avoided Costs Fixed Price Option for Base Load QF											
	On-Peak Forecast (\$/MWH)											
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					15.25	17.28	29,26	34.87	30.79	24.93	24.93	31.05
2019	27.84	26.24	21.48	18.19	17.76	18.19	29.34	32.67	30.37	24,48	26.41	30.78
2020	31.72	30,00	24.32	19.61	18.98	19.91	30,66	35.05	31.96	27.38	29.43	34.92
2021	53.16	53.01	52.61	50.38	50.26	50.41	50,57	50.64	50.61	50.78	51.95	52.88
2022	54.48	54.34	53.95	51.85	51.74	51.90	52.08	52.20	52.21	52.38	53.73	54.66
2023	56.37	56.22	55.84	53.95	53.82	53.99	54.16	54.32	54.33	54.50	55.07	56.02
2024	57.14	57.22	57.27	56.39	56.47	56.55	56,63	56.70	56.79	56.86	57.95	58.04
2025	59.42	59.50	59.22	58.30	58.35	58.38	58.47	58.55	58.64	58.76	59.85	59.94
2026	61.26	61.34	60.96	59.99	60.00	60.09	60,18	60.28	60.36	60.45	61.62	61.71
2027	63.05	63.15	63.21	62.23	62.32	62.42	62.51	62.61	62.71	62.81	64.05	64.15
2028	65.50	65.60	65.71	64.78	64.88	64.99	65.09	65.20	65.31	65.57	66.73	66.84
2029	68.38	68.50	68.61	67.74	67.99	68.31	68.43	68.55	68.68	68.83	70.20	70.32
2030	72.05	73.56	73.70	72.63	72.78	72,93	73.06	73.21	73.35	73.60	75.04	75.19
2031	76.89	77.04	77.19	75.90	76.04	76.20	76.35	76.51	76.67	76.89	78.46	78.63
2032	80.15	80.31	80.32	78.82	78.98	79.15	79.31	79.49	79.65	79.83	81.57	81.74
2033	83.87	84.06	83.65	82.24	82.40	82.36	82.54	82.72	82.89	83.08	84.89	85.08
2034	87.14	87.33	85.15	83.71	83.90	83.97	84.15	84.33	84.53	84.70	86.54	86.74
2035	88.57	88,77	86.55	84.34	84.53	83.66	83.83	84.01	84.17	84.53	86.09	86.28
2036	90.60	90,80	88.52	86.23	86.42	85.54	85.71	85.89	86.07	86.41	88.05	88.24
2037	92.98	93.19	90.82	88,49	88.67	87.76	87.94	88.13	88.31	88.67	90.35	90.55
2038	95.27	95.48	93.05	90.63	90.82	89.89	90.08	90.27	90.45	90.83	92.55	92.76
2039	97.63	97.85	95.34	92.86	93.04	92.07	92.26	92.46	92.67	93.04	94.82	95.04
2040	100.01	100.24	97.64	95.08	95.29	94.29	94.50	94.68	94.89	95.29	97.13	97.33
2041	102.51	102.74	100.07	97.43	97.64	96.62	96.81	97.02	97.24	97.64	99.54	99.75
2042	105.06	105.30	102.54	99.81	100.03	98.97	99.17	99,40	99.63	100.03	101.97	102.21
2043	107.67	107.92	105.08	102.27	102.48	101.39	101.60	101.84	102.07	102.48	104.49	104.74

# SCHEDULE 201 (Continued)

						TABLE 1	b					
					A	voided Co	osts					
	······································			Flx	ed Price (							
					Off-Peal	k Forecas	t (\$/MWH)	<u> </u>				
	Inn	Feb	Mar	A		1	Jul	A	Cam	0.4	New	
Year 2018	Jan	rep	Nar	Apr	May 6.58	Jun 6,58	15.91	Aug 23.91	Sep 24.42	Oct 21.36	Nov 21,36	Dec 25.69
2018	23.34	22,68	18.07	11.66	9.45	8.57	18.77	23.31	23.64	21.30	22.60	26.12
2019	25.48	25.68	20.14	14.07	10.90	10.53	19.99	26.14	26.63	24.34	25.96	30.65
2020	23.55	23.41	23.01	20.77	20.65	20.80	20.97	21.03	21.00	21.17	22.35	23.27
2022	24.28	24,14	23.76	21.65	21.54	21.70	21.88	22.00	22.01	22.18	23.53	24.47
2022	25.47	25.32	24.94	23.05	22.92	23.09	23.26	23.42	23.43	23.60	24.16	25.12
2023	25.82	25.91	25.95	25.07	25.15	25.23	25.31	25.39	25.47	25.55	26.64	26.72
2025	27.37	27.46	27.18	26.26	26.30	26.33	26,42	26.51	26.59	26.71	27.80	27.89
2025	28.57	28,66	28.27	27.30	27.31	27.40	27.49	27.59	27.68	27.77	28.93	29.02
2027	29.71	29.81	29.87	28.89	28.98	29.08	29.17	29.27	29.37	29.47	30.71	30.81
2028	31.50	31.60	31.70	30.77	30.88	30.98	31.08	31.20	31.30	31.56	32.72	32.84
2029	33.70	33.82	33.92	33.06	33.30	33.63	33.74	33.86	33.99	34.14	35.51	35,64
2030	36.67	38.19	38.32	37.26	37,40	37.55	37.69	37.83	37.97	38.22	39.67	39.81
2031	40.80	40,95	41.11	39.82	39,95	40.11	40.27	40.43	40.59	40.80	42.37	42.54
2032	43.58	43.74	43.75	42.25	42.41	42.57	42.73	42.92	43.08	43.26	44.99	45.17
2033	46.33	46.52	46.11	44.69	44.86	44.82	45.00	45.17	45.35	45.54	47.35	47.54
2034	48.72	48.91	46.73	45.30	45.48	45.56	45.74	45.92	46.11	46.28	48.13	48.32
2035	49.51	49,71	47.50	45.28	45,47	44.60	44.77	44.96	45.11	45.47	47.04	47.22
2036	50.89	51.09	48.81	46.52	46.71	45.83	46.00	46.17	46.36	46.70	48.34	48.53
2037	52.35	52.56	50.19	47.86	48.03	47.13	47.31	47.50	47.68	48.03	49.72	49.91
2038	53.83	54.04	51.61	49.19	49.37	48.45	48,63	48.82	49.01	49.38	51.10	51.31
2039	55.36	55.57	53.06	50.58	50,77	49.80	49.98	50.18	50.40	50.77	52.55	52.76
2040	56.89	57.12	54.52	51.96	52.18	51.17	51.38	51.56	51.77	52.18	54.01	54.21
2041	58,52	58,76	56.09	53.45	53.66	52.64	52,83	53,04	53.26	53.66	55.56	55.77
2042	60.20	60.44	57.68	54.95	55.17	54,11	54.31	54.54	54.76	55.17	57.11	57.35
2043	61.91	62.16	59.32	56.51	56,73	55.63	55.85	56.08	56.31	56.73	58.73	58.98

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# SCHEDULE 201 (Continued)

						TABLE 2	а					
					A	voided Co	sts					
					Fixed Pric	e Option	for Wind C	<u>QF</u>				
					On-Peal	k Forecas	t (\$/MWH)					
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					14.38	16.41	28.39	34.00	29.92	24.06	24.06	30.18
2019	26.96	25.36	20.60	17.31	16.88	17.31	28.46	31.79	29.49	23.60	25.53	29.90
2020	30.82	29.10	23.42	18.71	18.08	19.01	29.76	34.15	31.06	26,48	28.53	34.02
2021	35.34	35.20	34.80	32.56	32.44	32.60	32.76	32.83	32.79	32.96	34.14	35.06
2022	36.31	36.16	35.78	33.68	33.57	33.73	33.91	34.03	34.03	34.21	35.56	36.49
2023	37.78	37.63	37.25	35.36	35.23	35.40	35.57	35.72	35.74	35.91	36.47	37.43
2024	38.29	38.37	38.42	37.54	37.62	37.70	37.78	37.85	37.94	38.01	39.10	39.19
2025	40.13	40.22	39.94	39.02	39.06	39.09	39.18	39.27	39.35	39.47	40.56	40.65
2026	41.59	41.67	41.29	40.32	40.33	40.42	40.51	40.61	40.69	40.78	41.95	42.04
2027	42.99	43.09	43.14	42.16	42.25	42.36	42.45	42.55	42.65	42.75	43.99	44.09
2028	45.04	45.14	45.24	44.32	44.42	44.52	44.63	44.74	44.84	45.11	46.26	46.38
2029	47.51	47.63	47.73	46.87	47.11	47.44	47.56	47.68	47.80	47.96	49.32	49.45
2030	50.76	52.28	52.41	51.35	51.49	51.65	51.78	51.92	52.06	52.31	53.76	53.90
2031	55.18	55.33	55.48	54,19	54.33	54.49	54.64	54.80	54.96	55.18	56.75	56.92
2032	58.14	58.30	58.32	56,82	56.98	57.14	57.30	57.49	57.65	57.82	59.56	59.73
2033	61.28	61.47	61.06	59.64	59.81	59.77	59.95	60.13	60.30	60.49	62.30	62,49
2034	64.03	64.22	62.04	60.61	60.79	60.86	61.04	61.23	61.42	61.59	63.43	63.63
2035	65.07	65.27	63,06	60.85	61.03	60.16	60.33	60.52	60.68	61,03	62.60	62.78
2036	66.70	66.90	64.62	62.34	62.52	61.64	61.81	61.99	62.17	62.51	64.15	64.34
2037	68.54	68.74	66.37	64.05	64.22	63.32	63.50	63.69	63,87	64.22	65.91	66.10
2038	70.34	70.54	68.11	65.70	65.88	64.95	65.14	65.33	65.51	65.89	67.61	67.82
2039	72.20	72.41	69.91	67.43	67.61	66.64	66.83	67.03	67.24	67.61	69.39	69.61
2040	74.06	74.29	71.69	69.13	69.35	68.35	68.55	68.74	68.94	69.35	71.18	71.39
2041	76.04	76.28	73.61	70.97	71.18	70.15	70.35	70.55	70.78	71.18	73.07	73.28
2042	78.07	78.31	75.56	72.82	73.05	71.99	72.18	72.41	72.64	73.05	74.98	75.23
2043	80.14	80.39	77.55	74.74	74.96	73.86	74.08	74.31	74.54	74.96	76.96	77.21

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

**TABLE 2b Avoided Costs Fixed Price Option for Wind QF** Off-Peak Forecast (\$/MWH) Feb Nov Dec Sep Year Jan Mar Apr May Jun Jul Aug Oct 15.04 23.04 23.55 20.49 20.49 24.82 2018 5.71 5.71 7.69 21.80 17.19 10.78 25.24 22.46 8.57 17.89 22,33 22.76 20.60 21.72 2019 24.78 9.63 19.09 25.73 25.06 29.75 2020 24.58 19.24 13,17 10.00 25.24 23.44 2021 22.63 22.49 22.09 19.85 19.73 19.88 20.05 20.11 20.08 20.25 21.43 22.35 23.34 23.20 22,82 20,71 20.60 20.76 20.94 21.06 21.07 21.24 22.59 23.53 2022 2023 24.51 24.36 23.98 22.09 21,96 22.13 22.30 22.46 22.47 22.64 23.20 24.16 2024 24.84 24.93 24.97 24.09 24.17 24.25 24.33 24.41 24.49 24.57 25.66 25.74 26.46 26.18 25.26 25.42 25.51 25.59 25.71 2025 26.37 25.30 25.33 26.80 26.89 27.64 27.25 26.47 26.57 26.66 26,75 27.91 28.00 2026 27.55 26.28 26.29 26.38 28.77 28,83 27.85 28.04 28.13 28.23 28.33 28.43 29.67 29.77 2027 28.67 27.94 31.78 2028 30.44 30.54 30.64 29.71 29.82 29.92 30.02 30,14 30.24 30.50 31.66 32.62 32.74 32.84 31.98 32.55 32.66 32,78 32.91 33.06 34.43 34.56 2029 32.22 37.09 38.71 2030 35.57 37.22 36.16 36.30 36.45 36.59 36,73 36.87 37.12 38.57 39.68 39.83 39.99 38.70 38.83 38.99 39.15 39.31 39.47 39.68 41.25 41.42 2031 41.94 44.03 42.44 42.60 42.61 41.11 41.27 41.43 41.59 41.78 42.12 43.85 2032 44.37 46,18 46.37 45.16 45.35 44.94 43.52 43.69 43.65 43.83 44.00 44.18 2033 2034 47.53 47.72 45.54 44.11 44.29 44.37 44.55 44.73 44.92 45.09 46.94 47.13 2035 48.30 48.50 46.29 44.07 44.26 43.39 43.56 43.75 43.90 44.26 45.83 46.01 2036 49.65 49.85 47.57 45.28 45.47 44.59 44.76 44.93 45.12 45.46 47.10 47.29 2037 51.09 51.30 48.93 46.60 46.77 45.87 46.05 46.24 46.42 46.77 48.46 48.65 52.54 52.75 50.32 47.90 48.08 47.16 47.34 47.53 47.72 48.09 49.81 50.02 2038 54.05 48.49 51.24 51.45 2039 54.26 51.75 49.27 49.46 48.67 48.87 49.09 49.46 2040 55.78 50.84 49.83 50.04 50.22 50.43 50.84 52.67 52.87 55.55 53,18 50.62 2041 57.39 52.08 51.27 51.89 52.29 54.19 54.40 57.15 54.72 52.29 51.46 51.67 2042 58.81 59.05 56.29 53.56 53.78 52.72 52.92 53.15 53.37 53.78 55.72 55.96 60.49 60.74 54.43 54.66 54.89 55.31 57.31 57.56 2043 57.90 55.09 55.31 54.21

4

# SCHEDULE 201 (Continued)

						TABLE 3	а					
					A	voided Co	osts					
					Fixed Pric	e Option	for Solar (	<u>2</u> F			·····	
	·····				On-Peal	k Forecas	t (\$/MWH)	) 				
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					15.25	17.28	29.26	34.87	30.79	24.93	24.93	31.05
2019	27.84	26.24	21.48	18.19	17.76	18.19	29.34	32.67	30.37	24.48	26.41	30.78
2020	31.72	30.00	24.32	19.61	18.98	19.91	30.66	35.05	31.96	27.38	29.43	34.92
2021	34.38	34.23	33.83	31.60	31.48	31.63	31.79	31.86	31.83	32.00	33.17	34.09
2022	35.32	35.18	34.80	32.69	32.58	32.75	32.92	33.04	33.05	33.22	34.57	35.51
2023	36.77	36.62	36.24	34.35	34.22	34.39	34,56	34.71	34.73	34.90	35.46	36.42
2024	37.27	37.36	37.40	36.52	36.61	36.68	36.76	36.84	36.92	37.00	38.09	38.17
2025	39.09	39.18	38,89	37.98	38.02	38.05	38.14	38.22	38.31	38.43	39.52	39.61
2026	40.52	40.61	40.22	39.26	39.27	39.35	39.44	39.54	39.63	39.72	40.89	40.97
2027	41.90	42.00	42.06	41.08	41.17	41.27	41.36	41.46	41.56	41.66	42.90	43.00
2028	43.93	44.03	44.14	43.21	43.31	43.41	43.52	43.63	43.74	44.00	45.16	45.27
2029	46.38	46.50	46.60	45.74	45.98	46.31	46.43	46.54	46.67	46,83	48.19	48.32
2030	49.61	51.12	51.25	50.19	50.34	50.49	50.62	50,76	50.91	51.16	52.60	52.74
2031	54.00	54.14	54.30	53.01	53.15	53.31	53.46	53.62	53.78	54.00	55.57	55,74
2032	56.95	57.11	57.13	55.62	55,78	55.95	56.11	56.29	56.46	56.63	58.37	58.54
2033	60.05	60.24	59.84	58.42	58.59	58.55	58.73	58.90	59.08	59.27	61.08	61.27
2034	62.77	62.96	60,78	59.35	59.53	59.60	59.79	59.97	60.16	60.33	62.17	62.37
2035	63.79	63.99	61.78	59,57	59.75	58.88	59.05	59.24	59.40	59.75	61.32	61.50
2036	65.41	65.61	63.33	61.04	61.23	60.35	60.52	60.70	60.88	61.22	62.86	63.05
2037	67.21	67.41	65.04	62.71	62.89	61.99	62.17	62.36	62.54	62.89	64.58	64.77
2038	68.98	69.19	66.76	64.34	64.52	63.60	63.78	63.98	64.16	64.54	66.26	66.47
2039	70,82	71.03	68.52	66.04	66.23	65,26	65.44	65.64	65.85	66.23	68.01	68.22
2040	72.65	72.89	70.28	67.72	67.94	66.94	67.14	67.33	67.54	67.94	69.77	69.98
2041	74.61	74.84	72.17	69.53	69,74	68.72	68.91	69,12	69.34	69.74	71.64	71.85
2042	76.60	76.84	74.09	71.35	71.58	70.52	70.71	70.94	71.17	71.58	73.51	73.76
2043	78.64	78.89	76.05	73.24	73.46	72.36	72.58	72.81	73.04	73.46	75.46	75.71

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Sheet No. 201-11

# SCHEDULE 201 (Continued)

						TABLE 3	b					]
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		A	volded Co						
					<b>Fixed Pric</b>	e Option t	for Solar (	2F				
	-				Off-Peal	k Forecas	t (\$/MWH)	)				
Year	Jan	Feb	Mar	Apr	May	Jun	Jut	Aug	Sep	Oct	Nov	Dec
2018					6.58	6.58	15.91	23.91	24.42	21.36	21.36	25.69
2019	23.34	22.68	18.07	11.66	9.45	8.57	18.77	23.21	23.64	21.48	22.60	26.12
2020	25.48	25.68	20.14	14.07	10.90	10.53	19.99	26.14	26.63	24,34	25.96	30.65
2021	23.55	23.41	23.01	20.77	20.65	20.80	20.97	21.03	21.00	21.17	22.35	23.27
2022	24.28	24.14	23,76	21.65	21.54	21.70	21.88	22.00	22.01	22.18	23.53	24.47
2023	25.47	25,32	24.94	23.05	22.92	23.09	23.26	23.42	23.43	23.60	24.16	25.12
2024	25.82	25.91	25.95	25.07	25.15	25.23	25.31	25.39	25.47	25,55	26.64	26.72
2025	27.37	27.46	27.18	26.26	26.30	26.33	26.42	26.51	26.59	26.71	27.80	27.89
2026	28.57	28,66	28.27	27.30	27.31	27.40	27.49	27.59	27.68	27.77	28.93	29.02
2027	29.71	29.81	29.87	28.89	28.98	29.08	29.17	29.27	29.37	29.47	30.71	30.81
2028	31.50	31.60	31.70	30.77	30.88	30.98	31.08	31.20	31.30	31.56	32.72	32.84
2029	33.70	33.82	33.92	33.06	33,30	33.63	33.74	33.86	33.99	34.14	35.51	35.64
2030	36.67	38.19	38.32	37.26	37.40	37.55	37.69	37.83	37.97	38.22	39.67	39.81
2031	40.80	40.95	41.11	39.82	39,95	40.11	40.27	40.43	40.59	40.80	42.37	42.54
2032	43.58	43.74	43.75	42.25	42.41	42.57	42.73	42.92	43.08	43.26	44.99	45.17
2033	46.33	46.52	46.11	44.69	44.86	44.82	45.00	45.17	45.35	45.54	47.35	47.54
2034	48.72	48.91	46.73	45.30	45.48	45.56	45.74	45.92	46.11	46.28	48.13	48.32
2035	49.51	49.71	47.50	45.28	45.47	44.60	44.77	44.96	45.11	45.47	47.04	47.22
2036	50.89	51.09	48.81	46.52	46.71	45.83	46.00	46.17	46.36	46.70	48.34	48.53
2037	52.35	52.56	50.19	47.86	48.03	47.13	47.31	47.50	47.68	48.03	49.72	49.91
2038	53.83	54.04	51.61	49.19	49.37	48.45	48.63	48,82	49.01	49.38	51.10	51.31
2039	55.36	55.57	53.06	50.58	50.77	49.80	49.98	50.18	50.40	50.77	52.55	52.76
2040	56.89	57.12	54.52	51.96	52.18	51.17	51.38	51.56	51.77	52.18	54.01	54.21
2041	58.52	58.76	56.09	53.45	53.66	52.64	52,83	53.04	53.26	53.66	55.56	55.77
2042	60.20	60.44	57.68	54.95	55.17	54.11	54.31	54.54	54.76	55.17	57.11	57.35
2043	61.91	62.16	59.32	56.51	56.73	55.63	55,85	56.08	56.31	56.73	58.73	58.98

## SCHEDULE 201 (Continued)

#### PRICING OPTIONS FOR STANDARD PPA (Continued)

#### 2) Renewable Fixed Price Option

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

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

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

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

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

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

Sellers with PPAs exceeding 15 years will receive pricing equal to the Mid-C Index Price for all years up to five in excess of the initial 15. 3

# SCHEDULE 201 (Continued)

# PRICING OPTIONS FOR STANDARD PPA (Continued)

# Renewable Fixed Price Option (Continued)

						TABLE 4	a				, <u></u>	
					Renewa	able Avoid	led Costs					
				Renewal	ble Fixed F	Price Opti	on for Bas	e Load Q	F			
ļ					On-Peal	k Forecas	t (\$/MWH)	)	·····			
		<b>F</b> .1						<b>A</b>	<b>A</b>	<u> </u>		
Year	Jan	Feb	Mar	Apr	May	Jun 17.28	Jul	Aug 34.87	Sep	Oct 24.93	Nov 24.93	Dec
2018	07.04	00.04	04.40	10.40	15.25		29.26		30.79			31.05
2019	27.84	26.24	21.48 24.32	18.19	17.76	18.19 19.91	29.34	32.67	30.37	24.48	26.41	30.78
2020	31.72	30.00		19.61	18.98		30.66	35.05	31.96	27.38	29.43	34.92
2021	35.25	33.33	26.96	21.68	20.97	22.02	34.07	38.99	35.53	30.39	32.69	38.84
2022	37.42	35.37	28.60	22.99	22.23	23.34	36.16	41.39	37.71	32.25	34.69	41.23
2023	37.44	35.39	28.62	23.01	22.25	23.36	36.18	41.41	37.73	32.26	34.71	41.25
2024	33.46	31.46	29.68	24.29	21.51	14.47	26.46	29.70	32.48	32.50	33.08	34.88
2025	109.78	104.72	100.19	86.52	79.49	61.62	92.04	100.26	107.30	107.36	108.82	113.41
2026	111.98	106.82	102.20	88.25	81.08	62.85	93.88	102.27	109.44	109.51	111.00	115.68
2027	114.22	108.95	104.24	90.01	82.70	64.11	95.75	104.31	111.63	111.70	113.22	117.99
2028	116.27	110.92	106.12	91.65	84.21	65.30	97,49	106.20	113.64	113.71	115.26	120.11
2029	118.83	113.35	108.45	93.65	86.04	66.70	99.62	108.52	116.14	116.20	117.79	122.75
2030	121.20	115.61	110.61	95.52	87.76	68.03	101.61	110.69	118.46	118.53	120.14	125.20
2031	123.62	117.92	112.82	97.43	89.51	69.39	103.64	112.90	120.83	120.90	122.54	127.71
2032	125.62	119.82	114.63	98.97	90.92	70.45	105.29	114.71	122.77	122.84	124.52	129.77
2033	128.61	122.69	117.38	101.36	93.12	72.19	107.82	117.46	125.70	125.78	127.49	132.86
2034	131.31	125.26	119.85	103.51	95.11	73,75	110.10	119.93	128.34	128.41	130.16	135.64
2035	133.81	127.64	122.12	105.45	96.88	75.10	112.18	122.20	130.78	130,85	132.64	138.22
2036	136.09	129.81	124.20	107.25	98.53	76.38	114.09	124.28	133.01	133.09	134.90	140.58
2037	139.21	132.79	127.05	109.71	100.80	78.14	116.70	127.13	136.06	136.14	137.99	143.80
2038	141.99	135.44	129.59	111.90	102.81	79.70	119.04	129.68	138.78	138.86	140.75	146.68
2039	144.83	138.15	132.18	114.14	104.86	81.29	121.41	132.27	141.55	141.63	143.56	149.61
2040	147.44	140.64	134.57	116.22	106.79	82.81	123.62	134.66	144.10	144.18	146.15	152.30
2041	150.67	143.73	137.51	118.75	109.10	84.57	126.32	137.61	147.26	147.35	149.36	155.65
2042	153.68	146.60	140.26	121.12	111.28	86.26	128.84	140.36	150.21	150.29	152.34	158.76
2043	156.76	149.53	143.06	123.54	113.50	87.99	131.42	143.16	153.21	153.30	155.38	161.93

# SCHEDULE 201 (Continued)

						TABLE 4	b	·····				
						able Avoid						
				Renewat	ole Fixed F				F			
				<u></u>	Off-Peal	Forecas	t (\$/MWH)					
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					6.58	6.58	15.91	23.91	24.42	21.36	21.36	25.69
2019	23.34	22.68	18.07	11.66	9.45	8.57	18.77	23.21	23.64	21.48	22.60	26.12
2020	25.48	25.68	20.14	14.07	10,90	10.53	19,99	26.14	26.63	24.34	25,96	30.65
2021	29.15	29.38	22.96	15.91	12.23	11.81	22.79	29.92	30.49	27.83	29.70	35.15
2022	31.09	31.33	24.47	16.93	13.00	12.55	24.28	31.91	32.52	29.67	31.68	37.50
2023	31.41	31.65	24.71	17.09	13.12	12.66	24.53	32.24	32.85	29.98	32.00	37.89
2024	29.94	27.68	27.33	23.19	20.10	12.65	23.44	27.06	29.10	29.67	31.04	32.02
2025	68.81	63.08	62.21	51.70	43.86	24.97	52.32	61.52	66.70	68.13	71.61	74.10
2026	70,19	64.34	63.45	52.73	44.74	25.47	53.37	62.75	68.03	69.49	73.04	75.58
2027	71.59	65.63	64.72	53.78	45.63	25.97	54.44	64.01	69.39	70.88	74.50	77.09
2028	72.82	66.76	65.83	54.71	46.42	26.42	55.37	65.11	70.58	72.10	75.78	78.41
2029	74.48	68.28	67.33	55.95	47.47	27.02	56,63	66.59	72.19	73.74	77.50	80.20
2030	75.97	69.64	68.68	57.07	48.42	27.56	57.77	67.92	73,63	75.22	79.05	81.80
2031	77.49	71.03	70.05	58.21	49.39	28.11	58.92	69.28	75.10	76.72	80.63	83.44
2032	78.82	72.25	71.26	59.21	50.24	28.60	59.93	70.47	76.40	78.04	82.02	84.87
2033	80.61	73.90	72.88	60.56	51.38	29.25	61.30	72.08	78.14	79.82	83.89	86.80
2034	82.23	75.38	74,33	61.77	52.41	29.83	62.52	73.52	79.70	81.41	85.56	88.54
2035	83.87	76.88	75.82	63.01	53.46	30.43	63.77	74.99	81.29	83.04	87.27	90.31
2036	85.31	78.21	77.12	64.09	54.38	30.95	64.87	76.28	82.69	84.47	88.77	91.86
2037	87.25	79.99	78.88	65.55	55.62	31.66	66.35	78.01	84.57	86.39	90.80	93.95
2038	89.00	81.59	80.46	66.86	56.73	32.29	67.67	79.57	86.26	88.12	92.61	95.83
2039	90.78	83.22	82.07	68.20	57.86	32.94	69.03	81.16	87.99	89.88	94.46	97.75
2040	92.34	84.65	83.48	69.37	58.86	33.50	70.21	82.56	89.50	91.43	96.09	99.43
2041	94.44	86.57	85.38	70.95	60.20	34,27	71.81	84.44	91.54	93.51	98.28	101.69
2042	96.33	88.31	87.08	72.37	61.40	34.95	73.25	86.13	93.37	95.38	100.24	103.73
2043	98.25	90.07	88.83	73.81	62.63	35.65	74.71	87.85	95.23	97.28	102.24	105.80

# **SCHEDULE 201 (Continued)**

						TABLE 6	ia			· <u></u>		
					Renew	able Avoid	led Costs					
				Renev			ption for \					
					On-Pea	k Forecas	t (\$/MWH)	l		······	·····	
Year	Jan	Feb	Mar	Apr	May	Jun	Jui	Aug	Sep	Oct	Nov	Dec
2018	Vall	100	10 (41		14.38	16.41	28.39	34.00	29,92	24.06	24.06	30.18
2019	26.96	25.36	20.60	17.31	16.88	17.31	28.46	31.79	29.49	23.60	25.53	29.90
2020	30.82	29.10	23.42	18.71	18.08	19.01	29.76	34.15	31.06	26,48	28.53	34.02
2021	34.33	32.41	26.04	20.76	20.05	21.10	33.15	38.07	34.61	29.47	31.77	37.92
2022	36.48	34.43	27.66	22.05	21.29	22.40	35.22	40.45	36.77	31.31	33.75	40.29
2023	36.48	34.43	27.66	22.05	21.29	22.40	35.22	40.45	36.77	31.30	33.75	40.29
2024	32.48	30.48	28.70	23.31	20.53	13.49	25.48	28.72	31.50	31.52	32.10	33.90
2025	90.50	85.44	80.91	67.24	60.21	42.34	72.75	80.98	88.01	88.08	89.54	94.12
2026	92.31	87.15	82.53	68.58	61.41	43.18	74.21	82.60	89.77	89.84	91.33	96.01
2027	94.15	88.89	84.18	69.95	62.64	44.04	75.69	84.25	91.57	91.63	93.15	97.92
2028	95.81	90.45	85.66	71.19	63,75	44.84	77.03	85.73	93.18	93.25	94.79	99.65
2029	97.96	92.48	87.58	72.78	65,17	45.82	78.75	87.65	95.27	95.33	96.92	101.88
2030	99.91	94.33	89.33	74.23	66.47	46.74	80.32	89.40	97.17	97.24	98.85	103.92
2031	101.91	96.21	91.11	75.72	67.80	47.68	81.93	91.19	99.12	99.18	100.83	106.00
2032	103.61	97.81	92.62	76.96	68.91	48.44	83.28	92.70	100.76	100.83	102.51	107.76
2033	106.02	100.09	94.79	78.77	70.53	49.60	85.23	94.87	103.11	103,18	104.90	110.27
2034	108.20	102.15	96.74	80.40	72.00	50.65	86.99	96.82	105.23	105.30	107.05	112.53
2035	110.31	104.14	98.62	81.96	73.39	51.61	88.68	98.71	107.28	107.36	109.14	114.73
2036	112.19	105.92	100.30	83.35	74.63	52.48	90.19	100.39	109.11	109.19	111.00	116.68
2037	114.76	108.34	102.60	85.26	76.35	53.69	92.26	102.69	111.61	111.69	113.54	119.36
2038	117.05	110.51	104.65	86.96	77.87	54.76	94.10	104.74	113.84	113.92	115.81	121.74
2039	119.40	112.72	106.74	88.71	79.43	55.86	95.98	106.83	116,12	116.20	118.13	124.18
2040	121.49	114.70	108.62	90.28	80.84	56.86	97.68	108.72	118.16	118.24	120.20	126.36
2041	124.21	117.26	111.05	92.28	82.63	5B,11	99.85	111.14	120.80	120.88	122.89	129.18
2042	126.70	119.61	113.27	94.13	84.29	59.27	101.85	113.37	123.22	123.31	125.35	131.77
2043	129.23	122.00	115.53	96.01	85.97	60.46	103.89	115.63	125.68	125.77	127.86	134.40

[						TABLE 5	b					
					Renewa	able Avoid	led Costs					
	······			Renev			ption for V					
L		<u></u>			Off-Pea	k Forecas	t (\$/MWH)					
		E.b.		A			1.1		0	0.4	Maria	Dee
Year 2018	Jan	Feb	Mar	Apr	May 5.71	Jun 5.71	Jul 15.04	Aug 23.04	Sep 23.55	Oct 20.49	Nov 20.49	Dec 24.82
2018	22.46	21.80	17.19	10.78	8.57	7.69	15.04	23.04	23.55	20.49	20.49	25.24
	22.40	21.80	19.24	13.17	10.00	9.63	19.09	25.24	25.73	23.44	25.06	29.75
2020 2021	24.38	28.46	22.04	14.99	11.31	9.83 10.89	21.87	29.00	29.57	26.91	28.78	34.23
		30.39	23.53	15.99								
2022	30.15 30.45	30.59	23.55	16.13	12.06 12.16	11.61 11.70	23.34 23.57	30.97 31.28	31.58 31.89	28.73	30.74	36.56 36.93
2023			26.35								31.04	
2024	28,96	26.70		22.21	19.12	11.67	22.46	26.08	28.12	28.69	30.06	31.04
2025	67.81	62.08	61.21	50.70	42.86	23.97	51.32	60.52	65.70	67.13	70.61	73.10
2026	69.17	63.32	62.43	51.71	43.72	24.45	52.35	61.73	67.01	68.47	72.02	74.56
2027	70.55	64.59	63.68	52.74	44.59	24.93	53.40	62.97	68.35	69.84	73.46	76.05
2028	71.76	65.70	64.77	53.65	45.36	25,36	54.31	64.05	69.52	71.04	74.72	77.35
2029	73.40	67.20	66.25	54.87	46.39	25.94	55.55	65.51	71.11	72.66	76.42	79.12
2030	74.87	68.54	67.58	55.97	47.32	26.46	56.67	66.82	72.53	74.12	77.95	80.70
2031	76,37	69.91	68.93	57.09	48.27	26.99	57.80	68.16	73.98	75.60	79.51	82.32
2032	77.68	71.11	70.12	58.07	49.10	27.46	58.79	69.33	75.26	76.90	80.88	83.73
2033	79.44	72.73	71.71	59.39	50.21	28.08	60.13	70.91	76.97	78.65	82.72	85.63
2034	81.04	74.19	73.14	60.58	51.22	28.64	61.33	72.33	78.51	80.22	84.37	87.35
2035	82.66	75.67	74.61	61.80	52.25	29.22	62.56	73.78	80,08	81.83	86.06	89.10
2036	84.07	76.97	75.88	62.85	53,14	29,71	63.63	75.04	81.45	83.23	87.53	90.62
2037	85.99	78.73	77.62	64.29	54.36	30.40	65.09	76.75	83.31	85,13	89.54	92.69
2038	87.71	80.30	79.17	65.57	55,44	31.00	66.38	78.28	84.97	86.83	91.32	94.54
2039	89.47	81.91	80.76	66.89	56.55	31.63	67.72	79.85	86.68	88.57	93.15	96.44
_2040	91.00	83.31	82.14	68.03	57,52	32.16	68.87	81.22	88.16	90.09	94.75	98,09
2041	93.07	85.20	84.01	69.58	58.83	32.90	70.44	83.07	90.17	92.14	96.91	100.32
2042	94,94	86.92	85.69	70.98	60.01	33,56	71.86	84.74	91.98	93.99	98.85	102.34
2043	96,83	88.65	87.41	72.39	61.21	34.23	73.29	86.43	93.81	95.86	100.82	104.38

		·····				TABLE 6	a					
					Renew	able Avoid	ed Costs					
				Renev	vable Fixe							
					On-Peal	k Forecas	t (\$/MWH)					
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	Jan	Len	MHEIT	Api	15,25	17.28	29,26	34.87	30,79	24.93	24.93	31.05
2019	27.84	26.24	21.48	18.19	17.76	18.19	29.34	32.67	30.37	24.48	26.41	30.78
2013	31.72	30.00	24.32	19.61	18.98	19.91	30.66	35.05	31.96	27.38	29.43	34.92
2020	35.25	33.33	26.96	21.68	20.97	22.02	34.07	38.99	35.53	30.39	32.69	38.84
2022	37.42	35.37	28,60	22.99	22.23	23.34	36.16	41.39	37,71	32,25	34.69	41.23
2023	37.44	35.39	28.62	23.01	22.25	23.36	36.18	41.41	37.73	32.26	34.71	41.25
2024	33,46	31.46	29.68	24,29	21.51	14.47	26.46	29.70	32.48	32,50	33.08	34.88
2025	89,46	84.40	79.87	66.19	59.16	41.29	71.71	79.93	86.97	87.03	88.50	93.08
2026	91.24	86.08	81.46	67.52	60.35	42.12	73.14	81.53	88,71	88.77	90.26	94.94
2027	93.07	87.80	83.09	68.86	61.55	42.96	74.60	83,16	90,48	90,55	92.07	96.84
2028	94,70	89.35	84.55	70.08	62.64	43.73	75.92	84.63	92.07	92.14	93.69	98.54
2029	96.82	91.35	86.44	71.64	64.04	44.69	77.62	86.52	94.14	94.20	95.78	100.75
2030	98.76	93.17	88.17	73.08	65.32	45.59	79.17	88.25	96.02	96.08	97.70	102.76
2031	100,73	95.03	89.93	74.54	66.62	46.50	80.75	90.01	97.94	98.00	99.65	104.82
2032	102.42	96.62	91.43	75.77	67.72	47.25	82.09	91.51	99.57	99.64	101.32	106.57
2033	104.80	98.87	93.56	77.55	69.31	48.37	84.01	93.64	101.89	101.96	103.67	109.05
2034	106.94	100.89	95.48	79.14	70.74	49.39	85.73	95.56	103.97	104.04	105.79	111.27
2035	109.03	102.86	97.34	80.68	72.11	50.33	87.40	97.43	106.00	106.08	107.86	113.45
2036	110,90	104.62	99.01	82.06	73.34	51.19	88.90	99.09	107.82	107.89	109.71	115.39
2037	113.43	107.01	101.27	83.93	75.02	52.36	90.93	101.36	110.28	110.36	112.21	118.03
2038	115.70	109.15	103.29	85.61	76.52	53.41	92.74	103.38	112.49	112,56	114.46	120.39
2039	118.01	111.33	105.36	87.32	78.05	54.47	94.60	105.45	114.73	114.81	116.74	122.79
2040	120.08	113.29	107.21	88.87	79.43	55.45	96.27	107.31	116.75	116.83	118,79	124.95
2041	122.77	115.83	109.61	90.85	81.20	56.67	98.42	109.71	119.36	119.45	121.46	127.75
2042	125.23	118.14	111.80	92.66	82.82	57.80	100.38	111.90	121.75	121.84	123.88	130.30
2043	127.73	120.50	114.04	94.51	84.48	58.96	102.39	114.14	124.18	124.27	126.36	132.91

# SCHEDULE 201 (Continued)

						TABLE 6	b					
					Renewa	able Avoid	led Costs					
	~			Renev	vable Fixe							
ļ					Off-Peal	(Forecas	t (\$/MWH)	·				
		E-b I					bat	A	0	Oct	Nov	Dee
Year	Jan	Feb	Mar	Apr	May 6,58	Jun 6.58	Jul 15.91	Aug 23.91	Sep 24.42	21.36	21.36	Dec 25.69
2018 2019	23.34	22.68	18.07	11.66	9,45	8.57	18.77	23.91	23.64	21.30	21.30	26.12
2019	25.48	25.68	20.14	14.07	9.45 10,90	10.53	19.99	25.21	26.63	21.40	25.96	30.65
2020	29.15	29.38	22.96	15.91	12.23	11.81	22.79	29.92	30.49	24.34	29.70	35.15
2021	31.09	31.33	24.47	16.93	13.00	12.55	24.28	<u>29.92</u> 31.91	32.52	27,63	31.68	37.50
2022	31.09	31.65	24.47	17.09	13.12	12.66	24.20	32.24	32.82	29.07	32.00	37.89
2023	29.94	27.68	27.33	23.19	20.10	12.65	23.44	27.06	29,10	29.67	31.04	32.02
2024	68.81	63.08	62.21	51.70	43.86	24.97	52.32	61.52	66.70	68.13	71.61	74.10
2025	70,19	64.34	63.45	52.73	44.74	25.47	53.37	62.75	68.03	69.49	73.04	75.58
2020	71.59	65.63	64.72	53.78	45,63	25.97	54.44	64.01	69.39	70.88	74.50	77.09
2028	72.82	66.76	65.83	54.71	46,42	26.42	55.37	65.11	70.58	70.00	75.78	78.41
2020	74.48	68.28	67.33	55.95	47.47	27.02	56.63	66.59	72.19	73.74	77.50	80.20
2029	75.97	69.64	68.68	57.07	48.42	27.56	57.77	67.92	73.63	75.22	79.05	81.80
2030	77.49	71.03	70.05	58.21	49.39	28.11	58.92	69.28	75.10	76.72	80.63	83.44
2032	78.82	72.25	71.26	59.21	50.24	28.60	59.93	70.47	76.40	78.04	82.02	84.87
2033	80.61	73.90	72.88	60.56	51.38	29.25	61.30	72.08	78.14	79.82	83.89	86.80
2034	82.23	75.38	74.33	61.77	52,41	29.83	62.52	73.52	79.70	81.41	85.56	88.54
2035	83.87	76.88	75.82	63.01	53.46	30,43	63,77	74.99	81.29	83.04	87.27	90.31
2036	85.31	78.21	77.12	64.09	54.38	30,95	64.87	76.28	82.69	84.47	88.77	91.86
2037	87.25	79.99	78.88	65,55	55,62	31.66	66.35	78.01	84.57	86.39	90.80	93,95
2038	89.00	81.59	80.46	66.86	56.73	32.29	67.67	79.57	86.26	88,12	92.61	95.83
2039	90,78	83.22	82,07	68.20	57.86	32.94	69.03	81.16	87.99	89,88	94.46	97.75
2040	92.34	84.65	83.48	69.37	58.86	33,50	70.21	82.56	89.50	91.43	96.09	99.43
2041	94.44	86.57	85.38	70.95	60.20	34.27	71.81	84.44	91.54	93.51	98.28	101.69
2042	96.33	88.31	87.08	72.37	61.40	34.95	73.25	86.13	93.37	95.38	100.24	103.73
2043	98.25	90.07	88.83	73.81	62.63	35.65	74,71	87.85	95.23	97.28	102.24	105.80

# WIND INTEGRATION

TABLE 7										
Integration Costs										
Year	Wind	Solar								
2018	0.87	0.00								
2019	0.88	0.00								
2020	0.90	0.00								
2021	0.92	0.00								
2022	0.94	0.00								
2023	0.96	0.00								
2024	0.98	0.00								
2025	1.00	0.00								
2026	1.02	0.00								
2027	1.04	0.00								
2028	1.06	0.00								
2029	1.08	0.00								
2030	1.10	0.00								
2031	1.12	0.00								
2032	1.14	0,00								
2033	1.17	0.00								
2034	1.19	0.00								
2035	1.21	0.00								
2036	1.24	0.00								
2037	1.26	0.00								
2038	1.29	0.00								
2039	1.31	0.00								
2040	1.34	0.00								
2041	1.37	0.00								
2042	1.39	0.00								
2043	1.42	0.00								

# SCHEDULE 201 (Continued)

#### MONTHLY SERVICE CHARGE

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

#### INSURANCE REQUIREMENTS

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

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

#### TRANSMISSION AGREEMENTS

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

#### INTERCONNECTION REQUIREMENTS

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

#### INTERCONNECTION REQUIREMENTS (Continued)

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

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

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

## **Definition of Community-Based**

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

## **Definition of Family-Owned**

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

## DEFINITION OF A SMALL COGENERATION FACILITY OR SMALL POWER PRODUCTION FACILITY ELIGIBLE TO RECEIVE PRICING UNDER THE STANDARD PPA (Continued)

## **Definition of Person(s) or Affiliated Person(s)**

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

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

# **Definition of Same Site**

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

#### **Definition of Shared Interconnection and Infrastructure**

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

# **OTHER DEFINITIONS**

# **Mid-C Index Price**

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

#### OTHER DEFINITIONS (Continued)

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

#### **Definition of RPS Attributes**

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

#### **Definition of Environmental Attributes**

As used in this schedule, Environmental Attributes shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (C02), methane (CH4), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

#### **Definition of Resource Sufficiency Period**

This is the period from the current year through 2020.

#### **Definition of Resource Deficiency Period**

This is the period from 2021.

#### **Definition of Renewable Resource Sufficiency Period**

This is the period from the current year through 2024.

#### **Definition of Renewable Resource Deficiency Period**

This is the period from 2025.

# SCHEDULE 201 (Concluded)

## **DISPUTE RESOLUTION**

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

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

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

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

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

## SPECIAL CONDITIONS

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

# TERM OF AGREEMENT

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