## e-FILING REPORT COVER SHEET



COMPANY NAME: Portland General Electric Company

DOES REPORT CONTAIN CONFIDENTIAL INFORMATION? No Yes If yes, submit a redacted public version (or a cover letter) by email. Submit the confidential information as directed in OAR 860-001-0070 or the terms of an applicable protective order.								
Select report type: RE (Electric) RG (Gas) RW (Water) RT (Telecommunications) RO (Other, for example, industry safety information)								
Did you previously file a similar report? No Separate Yes, report docket number: RE-143								
Report is required by:  Statute  Order  Note: A one-time submission required by an order is a compliance filing and not a report (file compliance in the applicable docket)  Other  (For example, federal regulations, or requested by Staff)								
Is this report associated with a specific docket/case? No Yes, docket number: RE-143								
List Key Words for this report. We use these to improve search results.								
Qualifying Facility, Power Purchase Agreement, PPA, PURPA								
Send the completed Cover Sheet and the Report in an email addressed to <a href="PUC.FilingCenter@state.or.us">PUC.FilingCenter@state.or.us</a>								
Send confidential information, voluminous reports, or energy utility Results of Operations Reports to PUC Filing Center, PO Box 1088, Salem, OR 97308-1088 or by delivery service to 201 High Street SE Suite 100, Salem, OR 97301.								



January 15, 2021

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

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

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

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

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

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

Sincerely,

\s\ Robert Macfarlane

Robert Macfarlane Manager, Pricing & Tariffs

**Enclosure** 



## **CONTRACT SUMMARY**

\* indicates an item that **must** be completed 80

* PGE AUDIT NO.	* SUPPLEMENT NO.
80104	00

	* PART	IES TO AGRE	EMENT			* CONTRACT TYPE (check one)				
This agreen	nent is betwee	en								
							☐ Fuel Agreement			
=	PGE ENTITY _					☐ Power Purchase & Sales				
	_	and					Transmiss	ion Purc	hase a	& Sales
NAME(S)		_					Generatin	g Plant /	Co-O	wnerships
Coolmin	ne Solar LLC	3				□ F	Financial (	Debt, Ca	ash, E	DI, Guarantee)
						☐ Franchise / Government				
						_ r	Non-Disclo	osure		
ADDRESS						ĺ □ .	Joint Pole			
700 SW	5 <sup>th</sup> Ave					- □	Tariff (Elec	ctric Serv	vices)	
Suite 40	000/ 3 <sup>rd</sup> Floo	r					` Other <i>(spe</i>		,	
CITY	•		STATE	ZIP						
Portland			OR	97204		-				
CONTACT:	Colin Murpl	hy								
* CONTRACT			.,	_		OTAL CONTRACT VALUE				and mark on ware
	l Renewable Agreement	•	Variable	Power		TE: If contract value is zero, please mark as <u>zero</u> . \$4,294,532				
CONTRACT		* EFFECTIVE	DATE	EXPIRA		· ,	<u>,                                      </u>		ACT N	O. (if applicable)
04/ 15 /2		04/ 15/202		2/1/20		D/ ( ) E	-	0011110		3. (ij applicaoic)
	OF CONTRACT									
In-System	QF; COD 2/2	2/2023, 1.98N	/IW capaci	ty w/ aver	age a	ınnua	al output	i @ 3,23	30,454	ł kWh
PAYMENT TE	RMS & CONDIT	TIONS								
N/A	INNO a CONDIT	10110								
			4000UNIT			1011				
BU	OU	ACCT	CE	DEPT	AW			l F	WO	
		7.001		DEI 1	/ ( )	O		'	***	
* STAFF CON	ITACT						* PHONE	_ 		* DEPT
Brett Gre	ene						503-4	64-785	9	102
			REVIEW 8	& AUTHOR	IZATI	ON				
NOTE: By pre-arrangement certain supplements or addenda to existing agreements may not need an officer's signature.  ☐ ◀ CHECK HERE if officer signature is not required and have Department Manager sign below:										
* CONTRACTING OFFICER						olicable	e)		* DA	TE 15 2020
Brad Jenkins  Brad Jenkins (Apr 15, 2020)									\ \^\	or 15, 2020
	ROUTING									
SEND ORIGINAL AGREEMENT with this ORIGINAL CONTRACT SUMMARY to:  RIM, 3WTCFST WITHIN 5 DAYS of contract signing.  RIM							RIM			

## Executable PPA - Coolmine Solar - Signed

Final Audit Report 2020-04-15

Created: 2020-04-15

By: Todd Mcconachie (Todd.McConachie@pgn.com)

Status: Signed

Transaction ID: CBJCHBCAABAAS1j4foiyrCEGqcV6zm1\_rwSvGVuwSG5w

## "Executable PPA - Coolmine Solar - Signed" History

- Document created by Todd Mcconachie (Todd.McConachie@pgn.com) 2020-04-15 9:27:45 PM GMT- IP address: 147.79.176.156
- Document emailed to Brett Greene (brett.greene@pgn.com) for approval 2020-04-15 9:34:32 PM GMT
- Document emailed to David White (david.white@pgn.com) for approval 2020-04-15 9:34:32 PM GMT
- Restricted visibility Email viewed by Brett Greene (brett.greene@pgn.com) 2020-04-15 9:36:17 PM GMT- IP address: 147.79.176.156
- Document approved by Todd Mcconachie (Todd.McConachie@pgn.com)

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- Document approved by David White (david.white@pgn.com)

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- Document emailed to Brad Jenkins (bradley.jenkins@pgn.com) for signature 2020-04-15 11:23:09 PM GMT



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  Signature Date: 2020-04-15 11:36:07 PM GMT Time Source: server- IP address: 147.79.224.159
- Signed document emailed to Bill Lopez (william.lopez@pgn.com), Brad Jenkins (bradley.jenkins@pgn.com), Todd Mcconachie (Todd.McConachie@pgn.com), Brett Greene (brett.greene@pgn.com), and 1 more 2020-04-15 11:36:07 PM GMT



#### **MEMORANDUM**

**To:** Brad Jenkins, Vice-President., Utility Operations

Jim Barnes, Director Risk Management – Power Operations

From: Bruce True, Contract Management

Date: April 15, 2020

**Re:** Request for Transaction Approval - Prior to Execution

Per Appendix E – Power Operations Transaction Approval Matrix of the Energy Risk

Management Policies and Procedures (ERMP&P)

Commodity: Power / Capacity (1.98 MW 2023 - 2043)

Counterparty: Coolmine Solar LLC

**Specific Request**: PGE Power Operations requests approval to execute a Power Purchase Agreement ("PPA") with the following characteristics:

- 1.98 MW Solar Qualifying Facility (QF) located in Clackamas County.
- PGE is obligated to purchase net output from the QF under OAR 860-029 and PURPA at PGE's applicable Avoided Costs.
- Project is on system.
- Expected average annual energy from PPA is 3,230 MWh.
- Contract includes a minimum availability requirement.
- Energy delivery is scheduled to occur on or about January 1, 2023, with a fixed price period 15 years from Commercial Operation Date of February 2, 2023 as defined by PPA term 2.2.2.
- Contract Term ends February 1, 2043.
- Applicable Avoided Costs are Renewable Avoided Costs for Solar effective April 23, 2019 (Schedule 201 tables 6a and 6b).
- 15 year real levelized cost per MWh is \$47.60.
- Nominal Value over the contract term: \$4,294,532.
- PGE will receive Renewable Energy Certificates during the Renewable Resources Deficiency Period of the PPA term (effective January 1, 2025).

#### Review and Approval

Management Review:

Brett Greene: Commercial
David White: Legal
William Lopez: Credit

Per PGE's ERMP&P dated November 8, 2019:

A PASS is not required for Standard QF contracts of <= 10 MW.</li>

The ERMP&P requires that the CEO and CFO be notified after the fact of this approval. A list of new Qualifying Facility contracts executed will be provided to the CEO and CFO monthly to meet this requirement.

Approved by:	
,	Brett Greene, Director Origination and Structuring,
	Fundamentals and Strategic Spt
	Cathy Kim, G. M. Power Operations
	line Downer Director Diek Monograment - Downer On overtions
	Jim Barnes, Director Risk Management – Power Operations
	Brad Jenkins, Vice-President, Utility Operations
	Drad definition, vide-i resident, dunity operations

## **SCHEDULE 201 (Continued)**

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

	TABLE 6a											
					Renewal	ole Avoid	ed Costs					
	Renewable Fixed Price Option for Solar QF											
	On-Peak Forecast (\$/MWH)											
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	41.24	39.20	29.26	25.44	22.13	31.81	58.31	72.84	41.24	30.28	30.54	41.49
2020	38.74	35.53	26.79	22.36	21.63	27.26	51.38	60.63	42.57	29.58	30.04	36.10
2021	40.91	38.88	29.06	25.25	22.00	31.53	57.66	71.95	40.89	30.07	30.33	40.86
2022	41.56	39.50	29.54	25.68	22.39	32.05	58.55	73.05	41.54	30.57	30.83	41.51
2023	45.83	43.54	32.48	28.20	24.54	35.27	64.68	80.76	45.80	33.63	33.91	45.76
2024	49.08	46.62	34.76	30.16	26.24	37.75	69.31	86.57	49.05	35.99	36.30	49.01
2025	73.86	69.59	65.76	54.19	48.25	33.14	58.86	65.81	71.76	71.82	73.05	76.93
2026	75.34	70.98	67.07	55.28	49.21	33.80	60.03	67.13	73.20	73.25	74.51	78.47
2027	76.85	72.39	68.41	56.38	50.20	34.48	61.23	68.47	74.66	74.72	76.00	80.04
2028	78.19	73.66	69.61	57.38	51.08	35.09	62.31	69.67	75.97	76.02	77.33	81.44
2029	79.95	75.32	71.17	58.66	52.22	35.87	63.71	71.23	77.68	77.73	79.07	83.27
2030	81.55	76.82	72.59	59.83	53.27	36.59	64.98	72.66	79.23	79.28	80.65	84.93
2031	83.18	78.36	74.04	61.03	54.33	37.32	66.28	74.11	80.81	80.87	82.26	86.63
2032	84.57	79.67	75.28	62.04	55.23	37.93	67.38	75.35	82.17	82.23	83.64	88.08
2033	86.53	81.52	77.03	63.49	56.53	38.82	68.95	77.10	84.07	84.13	85.58	90.13
2034	88.29	83.18	78.60	64.79	57.69	39.63	70.36	78.67	85.78	85.85	87.32	91.96
2035	90.03	84.81	80.14	66.05	58.81	40.39	71.74	80.21	87.47	87.53	89.04	93.76
2036	91.57	86.27	81.52	67.18	59.81	41.08	72.97	81.59	88.97	89.03	90.56	95.37
2037	93.66	88.24	83.38	68.72	61.18	42.02	74.63	83.45	91.00	91.06	92.63	97.55
2038	95.53	90.00	85.05	70.09	62.40	42.86	76.12	85.12	92.82	92.88	94.48	99.50
2039	97.44	91.80	86.74	71.49	63.65	43.72	77.65	86.82	94.67	94.74	96.37	101.49
2040	99.15	93.41	88.27	72.75	64.78	44.50	79.01	88.34	96.33	96.40	98.06	103.26
2041	101.38	95.50	90.25	74.38	66.22	45.48	80.78	90.33	98.49	98.56	100.26	105.58
2042	103.40	97.41	92.05	75.87	67.54	46.39	82.39	92.13	100.46	100.53	102.27	107.69
2043	105.47	99.36	93.89	77.38	68.89	47.32	84.04	93.97	102.47	102.54	104.31	109.85
2044	107.28	101.06	95.50	78.71	70.07	48.13	85.48	95.58	104.23	104.30	106.10	111.73

## **SCHEDULE 201 (Continued)**

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

	TABLE 6b											
	Renewable Avoided Costs											
	Renewable Fixed Price Option for Solar QF											
				(	Off-Peak	Forecast	(\$/MWH)					
		Т					1					
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	37.67	33.34	24.17	20.09	14.74	16.77	28.75	35.89	31.56	26.20	26.97	33.34
2020	34.59	29.73	23.75	15.03	12.98	13.43	25.93	32.27	30.63	26.02	26.58	30.11
2021	37.66	33.33	24.21	20.10	14.80	16.81	28.76	35.86	31.57	26.26	27.02	37.62
2022	39.53	34.99	25.41	21.09	15.52	17.64	30.18	37.65	33.14	27.56	28.36	39.49
2023	42.17	37.30	27.04	22.40	16.44	18.71	32.15	40.15	35.32	29.34	30.20	42.13
2024	44.93	39.73	28.78	23.83	17.46	19.88	34.23	42.77	37.62	31.24	32.15	44.88
2025	58.19	53.34	52.60	43.71	37.09	21.11	44.24	52.02	56.40	57.61	60.55	62.65
2026	59.35	54.40	53.65	44.59	37.83	21.53	45.13	53.06	57.52	58.76	61.76	63.90
2027	60.53	55.49	54.72	45.48	38.59	21.96	46.03	54.12	58.67	59.94	62.99	65.18
2028	61.58	56.45	55.67	46.26	39.25	22.34	46.82	55.05	59.68	60.97	64.07	66.30
2029	62.98	57.73	56.93	47.31	40.14	22.85	47.89	56.31	61.04	62.36	65.53	67.81
2030	64.24	58.89	58.07	48.26	40.95	23.31	48.85	57.43	62.26	63.60	66.84	69.17
2031	65.52	60.06	59.23	49.22	41.76	23.77	49.82	58.58	63.51	64.87	68.18	70.55
2032	66.65	61.10	60.25	50.07	42.48	24.18	50.68	59.59	64.60	65.99	69.35	71.76
2033	68.17	62.49	61.62	51.21	43.45	24.73	51.83	60.95	66.07	67.49	70.93	73.40
2034	69.53	63.74	62.85	52.23	44.32	25.23	52.87	62.16	67.39	68.84	72.35	74.87
2035	70.92	65.01	64.11	53.28	45.20	25.73	53.92	63.41	68.74	70.22	73.80	76.36
2036	72.14	66.13	65.21	54.19	45.98	26.17	54.85	64.50	69.92	71.42	75.06	77.67
2037	73.78	67.63	66.70	55.43	47.03	26.77	56.10	65.97	71.51	73.05	76.77	79.44
2038	75.25	68.99	68.03	56.54	47.97	27.30	57.22	67.28	72.94	74.51	78.31	81.03
2039	76.76	70.36	69.39	57.66	48.93	27.85	58.37	68.63	74.40	76.00	79.87	82.65
2040	78.08	71.57	70.59	58.66	49.77	28.33	59.37	69.81	75.68	77.31	81.25	84.07
2041	79.86	73.20	72.19	59.99	50.90	28.97	60.72	71.40	77.40	79.07	83.10	85.99
2042	81.45	74.67	73.64	61.19	51.92	29.55	61.94	72.83	78.95	80.65	84.76	87.71
2043	83.08	76.16	75.11	62.41	52.96	30.14	63.17	74.28	80.53	82.26	86.45	89.46
2044	84.51	77.47	76.40	63.49	53.87	30.66	64.26	75.56	81.91	83.67	87.94	91.00

## STANDARD RENEWABLE IN-SYSTEM VARIABLE POWER PURCHASE AGREEMENT

THIS AGREEMENT is between <u>Coolmine 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"). The Parties agree this Agreement is a [choose one]:

- x **Option A**: Standard Renewable Price Agreement [generally available to solar qualifying facilities with nameplate capacity no greater than 3 MW and other qualifying facilities with nameplate capacity no greater than 10 MW; if this option is selected then Option A will apply under Section 1.6, Section 3.1.14, and Section 4.3, and there will be no Exhibit E]; or
- □ **Option B:** Solar Standard Terms and Negotiated Price Agreement [generally available to solar qualifying facilities with nameplate capacity above 3 MW but no greater than 10 MW; if this option is selected then Option B will apply under Section 1.6, Section 3.1.14, and Section 4.3, and there will be an Exhibit E containing the negotiated prices agreed to by the Parties].

Eligibility for a Standard Renewable Price Agreement (Option A) or a Solar Standard Terms and Negotiated Price Agreement (Option B) is governed by the Schedule and applicable Commission orders.

#### RECITALS

Seller intends to construct, own, operate and maintain a <u>solar</u> facility for the generation of electric power located in <u>Clackamas (@ GPS 45.383, -122.236)</u> County, <u>Oregon</u> with a Nameplate Capacity Rating of <u>1,980</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 (see the selection made in the first paragraph of this Agreement to determine whether Option A or Option B applies only one option applies):
- **Option A:** "Contract Price" means the applicable price, including on-peak and off-peak prices, as specified in the Schedule. 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.
- **Option B:** "Contract Price" means: (i) the negotiated price, including on-peak and off-peak prices, as specified in Exhibit E; or (ii) the Mid C Index Price. For the first 15 years measured from the date in Section 2.2.2, the Contract Price will be the negotiated price specified in Exhibit E; thereafter and for the remainder of the Term, the Contract Price will be equal to the Mid-C Index Price. The negotiated price established in Exhibit E is not necessarily the same as the Standard Fixed Price Option or the Renewable Fixed Price Option established 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 time-weighted average Mid-C Index Price for On-Peak and Off-Peak Hours over the time-weighted average Contract Price for On-Peak and Off-Peak Hours for the corresponding time period (provided that such excess shall not exceed the Contract Price and further provided that Lost Energy is deemed to be zero prior to reaching the Commercial Operation Date) plus any reasonable costs incurred by PGE to purchase replacement power and/or transmission to deliver the replacement power to the Point of Delivery. (For Start-Up Lost Energy Value see 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: 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.
- 1.29. "Prime Rate" means the publicly announced prime rate or reference rate for commercial loans to large businesses with the highest credit rating in the United States in effect from time to time quoted by Citibank, N.A. If a Citibank, N.A. prime rate is not available, the applicable Prime Rate shall be the announced prime rate or reference rate for commercial loans in effect from time to time quoted by a bank with \$10 billion or more in assets in New York City, N.Y., selected by the Party to whom interest based on the prime rate is being paid.
- 1.30. "Prudent Electrical Practices" means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in

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

- 1.31. "Required Facility Documents" means all licenses, permits, authorizations, and agreements necessary for construction, operation, interconnection, and maintenance of the Facility including without limitation those set forth in Exhibit B.
- 1.32. "RPS Attributes" means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 469A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.
- 1.33. Schedule" shall mean PGE Schedule 201 filed with the Oregon Public Utilities Commission ("Commission") in effect on the Effective Date of this Agreement and attached hereto as Exhibit D, the terms of which are hereby incorporated by reference.
- 1.34. Senior Lien" means a prior lien which has precedence as to the property under the lien over another lien or encumbrance.
- 1.35. "Start-Up Lost Energy Value" means for the period after the date specified in Section 2.2.2 but prior to achievement of the Commercial Operation Date: zero, unless the Net Output is less than the pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable delay period, and the time-weighted average of the delay period's Mid-C Index Price for On-Peak Hours and Off-Peak Hours is greater than the time-weighted average of the delay period's Contract Price for On-Peak Hours and Off-Peak Hours, in which case Startup Lost Energy Value equals: (pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable period Net Output for the applicable period) X (the lower of: the time-weighted average of the Contract Price for On-Peak hours and Off-Peak Hours during the applicable period the time-weighted average of the Contract 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 January 1, 2023 Seller shall begin initial deliveries of Net Output; and
- 2.2.2 By <u>February 2, 2023</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>February 1, 2043</u> or the date the Agreement is terminated in accordance with Section 9 or 11, whichever is earlier ("Termination Date").

## SECTION 3: REPRESENTATIONS AND WARRANTIES

- 3.1. Seller and PGE represent, covenant, and warrant as follows:
- 3.1.1. Seller warrants it is a LLC duly organized under the laws of Oregon.
- 3.1.2. Seller warrants that the execution and delivery of this Agreement does not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on Seller or any valid order of any court, or any regulatory agency or other body having authority to which Seller is subject.

- 3.1.3. Seller warrants that the Facility is and shall for the Term of this Agreement continue to be a "Qualifying Facility" ("QF") as that term is defined in the version of 18 C.F.R. Part 292 in effect on the Effective Date. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission ("FERC") self-certification to PGE prior to PGE's execution of this Agreement. At any time during the Term of this Agreement, PGE may require Seller to provide PGE with evidence satisfactory to PGE in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements.
- 3.1.4. Seller warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and Seller is and will continue to be for the Term of this Agreement current on all of its financial obligations.
- 3.1.5. Seller warrants that during the Term of this Agreement, all of Seller's right, title and interest in and to the Facility shall be free and clear of all liens and encumbrances other than liens and encumbrances arising from third-party financing of the Facility other than workers', mechanics', suppliers' or similar liens, or tax liens, in each case arising in the ordinary course of business that are either not yet due and payable or that have been released by means of a performance bond acceptable to PGE posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.
- 3.1.6. Seller warrants that it will design and operate the Facility consistent with Prudent Electrical Practices.
- 3.1.7. Seller warrants that the Facility has a Nameplate Capacity Rating not greater than 10,000 kW.
  - 3.1.8. Seller warrants that Net Dependable Capacity of the Facility is 1,980 kW.
- 3.1.9. Seller estimates that the average annual Net Output to be delivered by the Facility to PGE is <u>3,230,454</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"):
- 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 4,017,557 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. (See the selection made in the first paragraph of this Agreement to determine whether Option A or Option B applies only one option applies):
- Option A: Seller warrants that (i) the Facility satisfies the eligibility requirements for the Renewable Fixed Price Option specified in the section of PGE's Schedule entitled "Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Fixed Price Option or the Renewable Fixed Price Option under the Standard PPA" 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 eligibility requirements for the Renewable Fixed Price Option specified in the section of PGE's Schedule entitled "Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Fixed Price Option or the Renewable Fixed Price Option under the Standard PPA." 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.
- Seller warrants that (i) the Facility satisfies the eligibility requirements Option B: for a Standard PPA specified in the section of PGE's Schedule entitled "Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Fixed Price Option or the Renewable Fixed Price Option under the Standard PPA" 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 eligibility requirements for a Standard PPA specified in the section of PGE's Schedule entitled "Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Fixed Price Option or the Renewable Fixed Price Option under the Standard PPA." 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.

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

- 4.1. Commencing on the Effective Date and continuing through the Term of this Agreement, Seller shall sell to PGE the entire Net Output delivered from the Facility at the Point of Delivery.
  - 4.2. PGE shall pay Seller the Contract Price for all delivered Net Output.
- 4.3. (See the selection made in the first paragraph of this Agreement to determine whether Option A or Option B applies only one option applies):

Option A: 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 pursuant to this section to no more than 3,000 kW (if the Facility produces Net Output through solar generation), or to no more than 10,000 kW (if the Facility does not produce Net Output through solar generation), PGE shall pay the Contract Price for the additional delivered Net Output. In the event Seller increases the Nameplate Capacity Rating of the Facility to greater than 3,000 kW and the Facility produces Net Output through solar generation, 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 3,000 kW. In the event Seller increases the Nameplate Capacity Rating of the Facility to greater than 3,000 kW but no greater than 10,000 kW and the Facility produces Net Output through solar generation, the new power purchase agreement will be (at Seller's choice) either a standard (Schedule 201) power purchase agreement or a negotiated (Schedule 202) power purchase agreement and neither option is eligible for Schedule 201 prices. In the event the Seller increases the Nameplate Capacity Rating to greater than 10,000 kW and the Facility produces Net Output through solar generation, then Seller shall be required to enter into a new negotiated (Schedule 202) power purchase agreement for all delivered Net Output proportionally related to the increase of Nameplate Capacity above 3,000 kW. In the event Seller increases the Nameplate Capacity Rating to greater than 10,000 kW and the Facility produces Net Output through means other than solar generation, then Seller shall be required to enter into a new negotiated (Schedule 202) power purchase agreement for

all delivered Net Output proportionally related to the increase of Nameplate Capacity above 10,000 kW.

**Option B:** 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 negotiated (Schedule 202) 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.
- 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.

### SECTION 5: OPERATION AND CONTROL

5.1. Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, and Prudent Electrical Practices. PGE shall have no obligation to purchase Net Output from the Facility to the extent the interconnection of the Facility to PGE's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection

Agreement, or to the extent generation curtailment is required as a result of Seller's noncompliance with the Generation Interconnection Agreement. Seller is solely responsible for the operation and maintenance of the Facility. PGE shall not, by reason of its decision to inspect or not to inspect the Facility, or by any action or inaction taken with respect to any such inspection, assume or be held responsible for any liability or occurrence arising from the operation and maintenance by Seller of the Facility.

- 5.2. Seller agrees to provide sixty (60) days advance written notice of any scheduled maintenance that would require shut down of the Facility for any period of time.
- 5.3. If the Facility ceases operation for unscheduled maintenance, Seller immediately shall notify PGE of the necessity of such unscheduled maintenance, the time when such maintenance has occurred or will occur, and the anticipated duration of such maintenance. Seller shall take all reasonable measures and exercise its best efforts to avoid unscheduled maintenance, to limit the duration of such unscheduled maintenance, and to perform unscheduled maintenance during Off-Peak hours.

### **SECTION 6: CREDITWORTHINESS**

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

## **SECTION 7: 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.
- 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 in the meter records shall be made in the next monthly billing or payment rendered. Such 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 (30th) 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.

- 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

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

- 12.2.2. the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure; and
- 12.2.3. the non-performing Party uses its best efforts to remedy its inability to perform its obligations under this Agreement.
- 12.3. No obligations of either Party which arose before the Force Majeure causing the suspension of performance shall be excused as a result of the Force Majeure.
- 12.4. Neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to the Party's best interests.

## **SECTION 13: SEVERAL OBLIGATIONS**

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

## **SECTION 14: CHOICE OF LAW**

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

### SECTION 15: PARTIAL INVALIDITY AND PURPA REPEAL

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

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

## **SECTION 16: WAIVER**

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

#### SECTION 17: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

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

#### SECTION 18: SUCCESSORS AND ASSIGNS

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

#### SECTION 19: ENTIRE AGREEMENT

- 19.1. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PGE's purchase of Net Output from the Facility. 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: Coolmine Solar LLC

700 SW 5th Ave #4000 3rd Floor

Portland, Oregon 97204

To PGE: Portland General Electric

**Contracts Manager** 

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** 

By: Brad Jenkins (Apr 15, 2020)

Name:Brad Jenkins Title: VP, Utility Operations
Date: Apr 15, 2020

PGE Approved By: BCG Credit TM Legal Risk Mgt.

Coolmine Solar LLC

(Name Seller)

By: Name: Colin Murphy

Title: Manager

Date: 04/14/2020

## EXHIBIT A DESCRIPTION OF SELLER'S FACILITY

Ground mounted solar project with an installed capacity of 1,980 kW. Project will connect to local PGE 12.5kV infrastructure.

The qualifying facility includes all generator interconnection facilities necessary to deliver output from the facility to the interstate grid.

Sellers may include reasonable expected monthly Net Output for purposes of Section 1.35 (Start-Up Lost Energy Value). Amounts may vary by month and shall be assumed repeated for each Contract Year, unless amounts for each Contract Year of this Agreement are set forth in this Exhibit A. Such amounts, if provided, shall exceed zero, and shall be established in accordance with Prudent Electrical Practices and documentation supporting such a determination shall be provided to PGE upon execution of this Agreement. Such documentation shall be commercially reasonable, and may include, but is not limited to, documents used in financing the project, and data on output of similar projects operated by seller, PGE or others.

1. General Information	
a. Seller	Coolmine Solar LLC
b. Project Developer	Sulus LLC
c. Project's GPS Coordinate (to 3 decimals)	45.383,-122.236
d. Project's Location (County and State)	Clackamas, Oregon
e. Project's AC Name Plate Rating (kW)	1980
f. Point of Interconnection and the Point of Delivery (POD)	POI & POD: 45.385, -122.234
g. Project's expected energy delivery start date	
(MM/DD/YYYY)	1/1/2023
h. Project's expected Commercial Operation Date (MM/DD/YYYY)	2/2/2023
i. PPA Termination Date (MM/DD/YYYY)	2/1/2043
j. Seller's Business Structure	LLC
k. State of Organization	Oregon
I. Project's Net Dependable Capacity (kW)	1980
m. Project's estimated average annual Net Output (KWh)	3,230,454
n. Project's Maximum annual Net Output (KWh)	4,017,557
o. Notice address line 1	Coolmine Solar LLC
p. Notice address line 2	700 SW 5th Ave #4000 3rd Floor
q. Notice address line 3	Portland OR 97204
r. Notice address line 4	n/a
s. Copy to address line 1 - optional	n/a
t. Copy to address line 2- optional	n/a
u. Copy to address line 3 - optional	n/a
v. Copy to address line 4 - optional	n/a
w. On a separate sheet include project one-line diagram	See attached document "SLD - Coolmine Solar LLC"
2. Seller's financial statements:	NA - Seller recently incorporated and has no financial statements available
a. Income statement	NA - Seller recently incorporated and has no financial
a. Income statement	statements available
b. Balance sheet	NA - Seller recently incorporated and has no financial statements available
3. D & B report on seller, of the project sponsor if the seller is not in D & B	See attached document "D&B Report on Project Sponsor "
4. List of all entities with an ownership interest in the	see attached document. Bus report on Troject sponsor
project	Coolmine Solar LLC and Sulus LLC
5. List all natural persons or persons or any legal entity or	See attached document "Legal entities with common
entities who:	ownership of seller"
	See attached document "Legal entities with common
a. Share common ownership with Seller	ownership of seller"
b. Share common management with Seller	See attached document "Legal entities with common ownership of seller"
c. Act jointly or in concert with Seller	See attached document "Legal entities with common ownership of seller"
d. Exercise influence over the policies or actions of	See attached document "Legal entities with common
Seller  6 Provide proof of site control (lease, title to land)	ownership of seller"
6. Provide proof of site control (lease, title to land,	See attached "Option Lease Term Sheet Executed - Coolmine Solar LLC"
property tax bill, or other) 7. FERC Form 556 and docket number as proof of submittal	
and acceptance by FERC	Docket Number:QF20-492-000
·	Docket Number:Qr20-492-000 None
Map showing adjoining QF sites owned by the Seller     Map showing adjoining QF sites developed by the	None
Project Developer	See attached document "Sulus Site Locations"
10. Staffing plan for achieving Commercial Operation	See attached document "Staffing Plan - Coolmine Solar LLC "

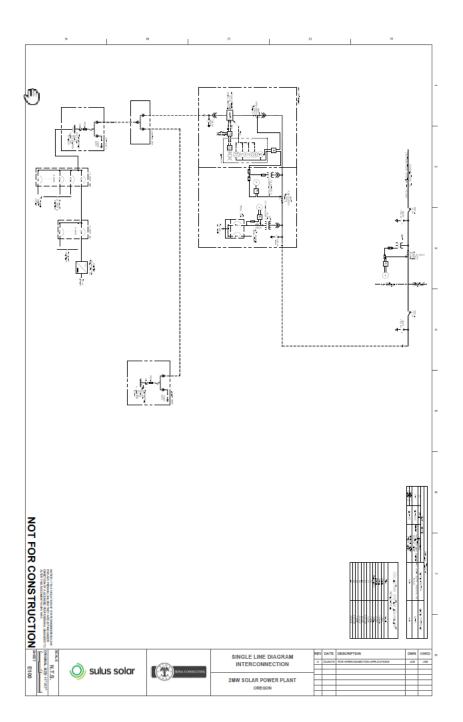
Location of Facility	
1. Facility physical address	45.383,-122.236
	See attached document "Site Boundary - Coolmine Solar
2. Aerial Facility site boundary map	LLC"
Generation Information	
1. Generation	
a. PVSyst (or equivalent) simulation results detail,	See attached document "Generation Information
including but not limited to:	Responses i-iv - Coolmine Solar LLC "
i. Average Annual Output (kWh, by month)	See attached document "Generation Information
i. Average Allitual Output (kwii, by month)	Responses i-iv - Coolmine Solar LLC "
ii. Maximum Annual Output (kWh, by month)	See attached document "Generation Information
ii. Maximum Amuai Output (kwii, by month)	Responses i-iv - Coolmine Solar LLC "
iv. Average and Maximum Project Capacity Factor	See attached document "Generation Information
10. Average and Maximum Project Capacity Factor	Responses i-iv - Coolmine Solar LLC "
iv. Loss Diagram	See attached document "Generation Information
IV. LOSS Diagram	Responses i-iv - Coolmine Solar LLC "
Facility Status	
1. Is this facility currently operational (yes/no)	No
a. Is the facility currently contracted in a Power Purchase	
Agreement (PPA)	NA
b. Term of the current PPA (start and end date)	NA
c. PPA Buyer and Seller	NA

Solar Facility Characteristics:	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
1. Description of DC Panels:	
a. Panel Type	Poly Crystalline
b. Number of Panels	7250
c. DC Nameplate Rating (KW)	2,376
2. Description of Racking:	
a. Type: (fixed tilt, single-axis tracking, or dual-axis tracking, etc.)	Single Axis Tracking
b. Tilt Angle (if fixed-tilt)	Variable
c. Azimuth (default = south-facing)	Variable
3. Description of Inverters:	
a. Number of Inverters	44
b. Maximum Output (kW)	45kW
c. Inverter Loading Ratio	1AC:1.2DC
d. Facility Nameplate AC Rating (KW)	1980
4. Description of motoring communications and monitoring	Standard PGE required metering, SCADA monitoring, client side performance
4. Description of metering, communications, and monitoring	monitoring
5. Description of station service requirements	Swichgear and circuit breakers ultimately determined and supplied by PGE
C. Description and time line of interest and transmission and	Interconnection Application Submitted and PGE to provide timeline of
6. Description and timeline of interconnection and transmission plan	interconnection
7. Transmission Service Request Number and date request submitted (per wheel	
of transmission)	NA
8. Interconnection Queue number and date request submitted	Interconnection Application submitted, SPQ0238 is the Grid Queue Number

## Loss Diagram

Month	Average Output (kWh)	Max Output (kWh)
1	101,207	125,866
2	144,475	179,677
3	205,200	255,197
4	286,722	356,582
5	369,173	459,123
6	399,628	496,998
7	529,433	658,430
8	455,896	566,975
9	348,932	433,950
10	201,671	250,809
11	106,592	132,564
12	81,523	101,386
Total	3,230,454	4,017,557





Appendix 1 – Property Site Boundary



Schedule 201 Standard Renewable In-System Variable Power Purchase Agreement Form Effective February 1, 2019

## 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

1b Applicant street add 700 SW 5th Ave	tress							
1c City		1d State/provi	nce					
Portland		OR						
1e Postal code	1f Country (if not United States)		1g Telephone number					
97204			9713315311					
1h Has the instant facil	ity ever previously been certified as a Q	F? Yes N	lo 🛛					
1i If yes, provide the do	cket number of the last known QF filing	g pertaining to th	nis facility: QF					
1j Under which certific	ation process is the applicant making th	is filing?						
Notice of self-certi	fication A fe	pplication for Co e; see "Filing Fee	mmission certification (requires filing " section on page 3)					
Note: a notice of self-certification is a notice by the applicant itself that its facility complies with the requirements for QF status. A notice of self-certification does not establish a proceeding, and the Commission does not review a notice of self-certification to verify compliance. See the "What to Expect From the Commission After You File" section on page 3 for more information.								
1k What type(s) of QF status is the applicant seeking for its facility? (check all that apply)								
□ Qualifying small power production facility status □ Qualifying cogeneration facility status								
11 What is the purpose and expected effective date(s) of this filing?								
☑ Original certification; facility expected to be installed by 11/1/21 and to begin operation on 12/1/21								
Change(s) to a previously certified facility to be effective on								
(identify type(s) of change(s) below, and describe change(s) in the Miscellaneous section starting on page 19)								
_	and/or other administrative change(s)							
☐ Change in owr	•							
			city and/or cogeneration thermal outpu					
	rection to a previous filing submitted or		10					
	(describe the supplement or correction in the Miscellaneous section starting on page 19)							
1m If any of the following three statements is true, check the box(es) that describe your situation and complete the form to the extent possible, explaining any special circumstances in the Miscellaneous section starting on page 19.								
previously grant	ty complies with the Commission's QF i ed by the Commission in an order date cellaneous section starting on page 19	d	virtue of a waiver of certain regulations (specify any other relevant waiver					
	ty would comply with the Commission' h this application is granted	s QF requiremen	ts if a petition for waiver submitted					
employment of	ty complies with the Commission's regi unique or innovative technologies not ( on of compliance via this form difficult)	contemplated by						

FERC Form 556

Page 6 - All Facilities

	2a Name of contact person			2b Telephone	number					
	Colin Murphy			971-331-5	311					
	2c Which of the following describes	the contact person's relation	nship to the app	olicant? (check o	ne)	1				
_	Applicant (self) Employee, owner or partner of applicant authorized to represent the applicant									
<u>.</u> 0	☑ Employee of a company affiliated with the applicant authorized to represent the applicant on this matter									
Jat	Lawyer, consultant, or other representative authorized to represent the applicant on this matter									
Ĭ		1								
Sulus LLC										
Contact Information	2e Street address (if same as Applicant, check here and skip to line 3a)   ✓									
ıta										
Ö										
	2f City		2g State/provir	nce						
	2h Postal code	21 Country (if not United S	States)							
_	3a Facility name									
Facility Identification and Location	Coolmine Solar									
ਬ	3b Street address (if a street address	s does not exist for the facil	ity, check here ar	nd skip to line 30	c) 🔀	•				
으										
pu										
٦a	3c Geographic coordinates: If you in then you must specify the latitude									
Ęi	the following formula to convert	t to decimal degrees from d	egrees, minutes	and seconds: d	ecimal degrees =					
<u>e</u>	degrees + (minutes/60) + (secon provided a street address for you									
ıţi.	Fast (±)			X North (+)						
len	Longitude X West (-)	2.236 degrees	Latitude	South (-)	45.383 degrees					
1	3d City (if unincorporated, check he	re and enter nearest city)	3e State/pr	ovince		1				
l≝	Sandy		Oregon							
ac	3f County (or check here for indepe	ndent city) 🗌 3g	Country (if not	United States)		0				
"	Clackamas					•				
	Identify the electric utilities that are o	contemplated to transact w	ith the facility.			1				
Se	4a Identify utility interconnecting w	rith the facility				1				
i <u>≛</u>	Portland General Electri									
Œ	4b Identify utilities providing wheel	ling service or check here if	none 🔀			A				
g		,				•				
lŧ	4c Identify utilities purchasing the u	ıseful electric power output	or check here if	none		8				
Transacting Utilities	Portland General Electri					•				
an	4d Identify utilities providing supple	ementary power, backup p	ower, maintenan	ce power, and/o	or interruptible power	<b>a</b>				
-	service or check here if none				,,	6				
	Portland General Electric Company									

FERC Form 556 Page 7 - All Facilities

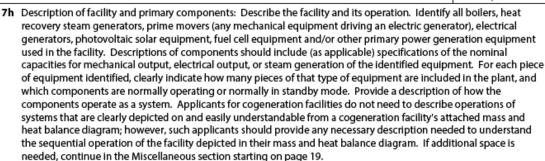
વ	ָ ו	Direct ownership as of effective date or operation date: Identify all direct owners of t percent equity interest. For each identified owner, also (1) indicate whether that own defined in section 3(22) of the Federal Power Act (16 U.S.C. 796(22)), or a holding con 1262(8) of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451(8)), and (2 utilities or holding companies, provide the percentage of equity interest in the facility 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 e npany, as ② for own y held by	lectric u defined ers whic that ow	tility, as in section h are electric ner. If no
	·	Full legal names of direct owners	ho	cutility o Iding npany	or If Yes, % equity interest
	1)	Coolmine Solar LLC	Yes	No [	100%
	2)		Yes	No	- %
	3)		Yes	No	%
	4)		Yes	No	%
	5)		Yes	No	%
	6)		Yes	No	%
	7)		Yes	No	%
u	8)		Yes	No	%
tio	9)		Yes	No	%
era	10)		Yes	No	%
dC		Check here and continue in the Miscellaneous section starting on page 19 if add	itional sp	ace is ne	eded
Ownership and Operation		of the facility that both (1) hold at least 10 percent equity interest in the facility, and (defined in section 3(22) of the Federal Power Act (16 U.S.C. 796(22)), or holding comp 1262(8) of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451(8)). Also pequity interest in the facility held by such owners. (Note that, because upstream own another, total percent equity interest reported may exceed 100 percent.)  Check here if no such upstream owners exist.	oanies, as provide th	defined ne perce	in section ntage of diaries of one
		Full legal names of electric utility or holding company upstream own	ers		% equity interest
	1)				- %
	2)				%
	3)				%
	4)				
	5)				
	6)				
	7)				
	8)				
	9)				
	10)	)			
		Check here and continue in the Miscellaneous section starting on page 19 if addit	tional spa	ce is nee	eded
		dentify the facility operator			
	Co	polmine Solar LLC			

FERC Form 556 Page 8 - All Facilities 6a Describe the primary energy input: (check one main category and, if applicable, one subcategory) Renewable resources (specify) Biomass (specify) Geothermal Landfill gas Hydro power - river Fossil fuel (specify) Manure digester gas Hydro power - tidal Coal (not waste) Municipal solid waste Fuel oil/diesel Hydro power - wave Sewage digester gas Natural gas (not waste) Solar - photovoltaic olar - thermal ■ Wood Other fossil fuel (describe on page 19) Other biomass (describe on Solar - thermal Wind Other renewable resource Other (describe on page 19) Waste (specify type below in line 6b) (describe on page 19) 6b If you specified "waste" as the primary energy input in line 6a, indicate the type of waste fuel used: (check one) Waste fuel listed in 18 C.F.R. § 292.202(b) (specify one of the following) Anthracite culm produced prior to July 23, 1985 Anthracite refuse that has an average heat content of 6,000 Btu or less per pound and has an average ash content of 45 percent or more 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 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 Energy Input (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 Coal refuse produced on Federal lands or on Indian lands that has been determined to be waste by the 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 18 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 government agency has certified for disposal by combustion (describe on page 19) Heat from exothermic reactions (describe on page 19) Residual heat (describe on page 19) Used rubber tires Plastic materials Refinery off-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) 6c Provide the average energy input, calculated on a calendar year basis, in terms of Btu/h for the following fossil fuel energy inputs, and provide the related percentage of the total average annual energy input to the facility (18 C.F.R. § 292.202(j)). For any oil or natural gas fuel, use lower heating value (18 C.F.R. § 292.202(m)). Annual average energy Percentage of total Fuel input for specified fuel annual energy input Natural gas o Btu/h 0 % Oil-based fuels 0 % o Btu/h Coal o Btu/h 0 %

FERC Form 556 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.

<b>7a</b> The maximum gross power production capacity at the terminals of the individual generator(s) under the most favorable anticipated design conditions	2,376	kW
<b>7b</b> 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 non-power 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.	0	kW
7c Electrical losses in interconnection transformers	396	kW
7d Electrical losses in AC/DC conversion equipment, if any	0	kW
<b>7e</b> 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		kW
7f Total deductions from gross power production capacity = 7b + 7c + 7d + 7e	396.0	kW
<b>7g</b> Maximum net power production capacity = 7a - 7f		_
	1,980.0	kW



Ground mounted solar project with an installed AC capacity of 1980 kW. The facility will include all equipment necessary to operate a solar facility such as switchgear, transformers, monitoring and security equipment.

The qualifying facility includes all generator interconnection facilities necessary to deliver output from the facility to the interstate grid.



FERC Form 556

Page 10 - Small Power Production

## 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. Certification of Compliance Check here if no such facilities exist. Facility location Root docket # Maximum net power with Size Limitations (city or county, state) Common owner(s) production capacity (if anv) 1) QF kW 2) QF kW 3) kW QF Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed 8b The Solar, Wind, Waste, and Geothermal Power Production Incentives Act of 1990 (Incentives Act) provides exemption from the size limitations in 18 C.F.R. § 292.204(a) for certain facilities that were certified prior to 1995. Are you seeking exemption from the size limitations in 18 C.F.R. § 292.204(a) by virtue of the incentives Act? Yes (continue at line 8c below) No (skip lines 8c through 8e) 8c Was the original notice of self-certification or application for Commission certification of the facility filed on or before December 31, 1994? Yes No 8d Did construction of the facility commence on or before December 31, 1999? Yes 8e If you answered No in line 8d, indicate whether reasonable diligence was exercised toward the completion of the facility, taking into account all factors relevant to construction? Yes 🔲 No 🔲 If you answered Yes, provide a brief narrative explanation in the Miscellaneous section starting on page 19 of the construction timeline (in particular, describe why construction started so long after the facility was certified) and the diligence exercised toward completion of the facility. Pursuant to 18 C.F.R. § 292.204(b), qualifying small power production facilities may use fossil fuels, in minimal with Fuel Use Requirements Certification of Compliance amounts, for only the following purposes: ignition; start-up; testing; flame stabilization; control use; alleviation or prevention of unanticipated equipment outages; and alleviation or prevention of emergencies, directly affecting the public health, safety, or welfare, which would result from electric power outages. The amount of fossil fuels used for these purposes may not exceed 25 percent of the total energy input of the facility during the 12-month period beginning with the date the facility first produces electric energy or any calendar year thereafter. 9a Certification of compliance with 18 C.F.R. § 292.204(b) with respect to uses of fossil fuel: Applicant certifies that the facility will use fossil fuels exclusively for the purposes listed above. 9b Certification of compliance with 18 C.F.R. § 292.204(b) with respect to amount of fossil fuel used annually: Applicant certifies that the amount of fossil fuel used at the facility will not, in aggregate, exceed 25 percent of the total energy input of the facility during the 12-month period beginning with the date the facility first produces electric energy or any calendar year thereafter.

## 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.

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.								
		generation technology does the facility represent? (check all that apply)  e coge(final part)  Bottoming-cycle cogeneration							
	other requirement balance diagram d meet certain requi	te the sequential operation of the cogeneration process, and to support compliance with s such as the operating and efficiency standards, include with your filing a mass and heat epicting average annual operating conditions. This diagram must include certain items and rements, as described below. You must check next to the description of each requirement at you have complied with these requirements.							
	Check to certify								
	compliance with indicated requirement	Paguiroment							
	indicated requirement	Requirement  Diagram must show orientation within system piping and/or ducts of all prime movers,							
ration ر		heat recovery steam generators, boilers, electric generators, and condensers (as applicable), as well as any other primary equipment relevant to the cogeneration process.							
gene	Any average annual values required to be reported in lines 10b, 12a, 13a, 13 14a, 15b, 15d and/or 15f must be computed over the anticipated hours of o								
General Cogeneration 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.							
ene		Diagram must specify average gross electric output in kW or MW for each generator.							
G		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.							

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	0
	11b 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	₹
s se	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	11c 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?	7
me n F	Yes (continue at line 11d below)	
Funda	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.	
for	11d 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?	Ø
ement	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.	
EPAct 2005 Requirements for Fundamental Use of Energy 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 l Jy O	11e Will electric energy from the facility be sold pursuant to section 210 of PURPA?	8
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.	
EPAc of E	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?	Ø
	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.	

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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 in at 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).

11g 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
11h Total amount of electrical, thermal, chemical and mechanical energy expected to be	
sold to an electric utility	MWh
11i Percentage of total annual energy output expected to be used for industrial,	
commercial, residential or institutional purposes and not sold to a utility	



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

= 100 \* 11g /(11g + 11h)

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.



## Information Required for Topping-Cycle Cogeneration Facility

continue in the Miscellaneous section starting on page 19.

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 toppingcycle 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. Average annual rate of thermal output attributable to use (net of heat contained in process Name of entity (thermal host) Thermal host's relationship to facility; taking thermal output Thermal host's use of thermal output return or make-up water) Select thermal host's relationship to facility Select thermal host's use of thermal output Btu/h Select thermal host's relationship to facility 2) Select thermal host's use of thermal output **Usefulness of Topping-Cycle** Btu/h Select thermal host's relationship to facility 3) Select thermal host's use of thermal output Btu/h Fhermal Output Select thermal host's relationship to facility 4) Select thermal host's use of thermal output Btu/h Select thermal host's relationship to facility Select thermal host's use of thermal output Btu/h Select thermal host's relationship to facility Select thermal host's use of thermal output 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,

egual to 42.5%:

Yes (complies with efficiency standard)

FERC Form 556 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 13l 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 on hake-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 o 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 \* 13a / (13a + 13c + 13e) 13h Topping-cycle efficiency value = 100 \* (0.5\*13a + 13c + 13e) / 13f 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) 13I 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

No (does not comply with efficiency standard)

## 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 semions 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 bottomingcycle 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) the thermal host been performing the process from augmented for purposes which at least some of the of increasing power production capacity? reject heat is used for power Thermal host's relationship to facility; production (if Yes, describe on p. 19) Thermal host's process type Select thermal host's relationship to facility Yes No 1) Select thermal host's process type Select thermal host's relationship to facility Usefulness of Bottoming-Cycle No 2) Select thermal host's process type Select thermal host's relationship to facility Yes No 3) hermal Output 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.



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## Page 17 - Bottoming-Cycle Cogeneration Facilities

	Applicants for facilities representing bottoming-cycle technology and for which installs March 13, 1990 must demonstrate compliance with the bottoming-cycle efficiency start the Commission's regulations (18 C.F.R. § 292.205(b)) establishes the efficiency standar cogeneration facilities: the useful power output of the facility must be no less than 45 of natural gas and oil for supplementary firing. To demonstrate compliance with the b standard (if applicable), or to demonstrate that your facility is exempt from this standar installation of the facility began, respond to lines 15a through 15h below.	ndards. Section 292.205(b) of d for bottoming-cycle percent of the energy input ottoming-cycle efficiency								
g and tion	If you indicated in line 10a that your facility represents <i>both</i> topping-cycle and bottomitechnology, then respond to lines 15a through 15h below considering only the energy attributable to the bottoming-cycle portion of your facility. Your mass and heat balanc which mass and energy flow values and system components are for which portion of the (topping or bottoming).	inputs and outputs te diagram must make clear								
lat lat	15a Did installation of the facility in its current form commence on or after March 13, 1980?									
)pera Calcu	Yes. Your facility is subject to the efficiency requirement of 18 C.F.R. § 292.205( with the efficiency requirement by responding to lines 15b through 15h below									
15b Indicate the annual average rate of net electrical energy 15c Multiply line 15b by 3,412 to convert from kW to Btu	No. Your facility is exempt from the efficiency standard. Skip the rest of page 1	17.								
	15b Indicate the annual average rate of net electrical energy output	kW								
	15c Multiply line 15b by 3,412 to convert from kW to Btu/h	0 Btu/h	7							
ottor	15d 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								
ω	15e Multiply line 15d by 2,544 to convert from hp to Btu/h	o Btu/h	0							
	15f Indicate the annual average rate of supplementary energy input from natural gas or oil	Btu/h								
	15g Bottoming-cycle efficiency value = 100 * (15c + 15e) / 15f	0 %	7							
	15h Compliance with efficiency standard: Indicate below whether the efficiency value than or equal to 45%:		7							
	Yes (complies with efficiency standard) No (does not comply wi	th efficiency standard)	I							

FERC Form 556 Page 18 - All Facilities

## 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 requ to the best of his or her knowledge ar	ired information for certification, and the provided nd belief.	information is true as stated,							
He or she possess full power and auth Practice and Procedure (18 C.F.R. § 38	nority to sign the filing; as required by Rule 2005(a)( 95.2005(a)(3)), he or she is one of the following: (che	3) of the Commission's Rules of ck one)							
<ul> <li>The person on whose behalf t</li> </ul>									
☑ An officer of the corporation, trust, association, or other organized group on behalf of which the filing  ☐ pade									
An officer, agent, or employe of the governmental authority, agency, or instrumentality on behalf of which the filing is made									
<ul> <li>A representative qualified to practice and Procedure (18 C.</li> </ul>	practice before the Commission under Rule 2101 of F.R. § 385.2101) and who possesses authority to sig	the Commission's Rules of n							
He or she has reviewed all automatic Miscellaneous section starting on pag	calculations and agrees with their results, unless ot ge 19.	herwise noted in the							
interconnect and transact (see lines 4	Form 556 and all attachments to the utilities with was through 4d), as well as to the regulatory authoritithe Required Notice to Public Utilities and State Required Notice to Public Utilities Notice Utilities Notice to Public Utilities Notice Utilities	es of the states in which the							
Procedure (18 C.F.R. § 385.2005(c)) provide	ture date below. Rule 2005(c) of the Commission's es that persons filing their documents electronically led documents. A person filing this document elec ded below.	y may use typed characters							
Your Signature	Your address	Date							
Colin Murphy	700 SW 5th Ave, Portland, OR 97204	1/9/2020							
Audit Notes									
Commission Staff Use Only:									

FERC Form 556 Page 19 - All Facilities

## 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.

Lines 5a: Coolmine Solar LLC is not currently an electric utility as defined under

section3(22) of the utility on the date	Federal Power Act the project first	(16 U.S.C. 796(22)), but generates test power.	will become an electric

Schedule 201 Standard Renewable In-System Variable Power Purchase Agreement Form Effective February 1, 2019

# EXHIBIT B REQUIRED FACILITY DOCUMENTS

- 1. Generation Interconnection Agreement
- 2. Conditional Use Permit
- 3. Environmental Permits
- 4. Access Permits
- 5. FERC Self Certification and acceptance

## EXHIBIT C START-UP TESTING

## [Seller identify appropriate tests]

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

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

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

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

## **SCHEDULE**

## Portland General Electric Company

Sheet No. 201-1

# 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 and memorialized in the PPA.

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

Effective for service on and after April 24, 2019

Sheet No. 201-2

## 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 <a href="https://www.portlandgeneral.com">www.portlandgeneral.com</a>. 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.

Form Effective February 1, 2019

Sheet No. 201-3

## SCHEDULE 201 (Continued)

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

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

## BASIS FOR POWER PURCHASE PRICE

#### AVOIDED COST SUMMARY

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

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

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

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

## OFF-PEAK PERIOD

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

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

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

Sheet No. 201-4

## 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.

## ELIGIBILITY REQUIREMENTS TO RECEIVE THE STANDARD FIXED PRICE OPTION OR THE RENEWABLE FIXED PRICE 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. A QF will be eligible to receive either the Standard Fixed Price Option or the Renewable Fixed Price Option described below only if the nameplate capacity of the QF does not exceed 3 MW for solar QF projects or 10 MW for all other types of QF projects. A QF that does not meet these eligibility requirements must negotiate prices pursuant to the terms of Schedule 202. Solar QF projects with nameplate capacity that exceed 3 MW but do not exceed 10 MW are eligible for a Standard PPA containing negotiated prices under Schedule 202. Eligibility for the Standard Fixed Price Option or the Renewable Fixed Price Option may also be affected by the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Fixed Price Option or the Renewable Fixed Price Option Under the Standard PPA stated below.

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 that meet the eligibility requirements identified above.

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

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## SCHEDULE 201 (Continued)

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

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 18.59%. The capacity contribution for Solar QF resources (Tables 3a and 3b) is assumed to be 15.33%.

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.

Sellers with terms exceeding 15 years from the commercial operation date will receive pricing equal to the Mid-C Index Price for all years up to five in excess of the initial 15 years after the commercial operation date selected by the Seller and memorialized in the PPA.

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## **SCHEDULE 201 (Continued)**

						TABLE 1	a					
	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
2019	41.24	39.20	29.26	25.44	22.13	31.81	58.31	72.84	41.24	30.28	30.54	41.49
2020	38.74	35.53	26.79	22.36	21.63	27.26	51.38	60.63	42.57	29.58	30.04	36.10
2021	43.58	43.21	42.22	40.60	40.42	40.67	40.93	41.03	41.00	41.17	42.90	44.05
2022	45.57	45.21	44.58	42.19	42.04	42.23	42.44	42.52	42.46	42.63	44.38	45.38
2023	46.97	46.64	46.09	44.53	44.45	44.69	44.94	45.07	45.11	45.31	46.13	47.13
2024	47.27	47.33	47.39	46.87	46.96	47.03	47.09	47.16	47.22	47.29	48.27	48.34
2025	49.62	49.69	49.76	48.88	48.95	48.96	49.03	49.10	49.17	49.24	50.15	50.23
2026	51.33	51.10	51.14	50.26	50.33	50.41	50.48	50.55	50.63	50.71	51.77	51.85
2027	52.98	52.97	52.14	51.21	51.29	51.20	51.27	51.35	51.42	51.59	52.51	52.59
2028	53.70	53.16	52.93	51.99	52.06	52.14	52.22	52.30	52.37	52.48	53.56	53.64
2029	54.88	54.96	55.00	54.06	54.14	54.23	55.33	55.43	55.52	55.77	56.91	57.01
2030	58.38	58.48	58.37	57.33	57.42	57.52	57.62	57.72	57.82	57.98	59.24	59.34
2031	60.68	60.79	60.58	59.33	59.44	59.54	59.64	59.75	59.86	60.22	61.57	61.68
2032	62.84	62.96	62.73	61.59	61.70	61.82	61.93	62.05	62.17	62.64	64.05	64.17
2033	65.86	65.99	66.03	64.83	64.95	65.08	65.20	65.33	65.46	65.82	68.07	68.20
2034	69.86	70.00	70.14	68.86	69.00	69.14	69.28	69.43	69.58	70.34	73.32	73.92
2035	75.49	75.66	75.81	74.40	74.57	74.75	74.92	75.09	75.27	76.14	77.63	77.81
2036	79.47	79.64	78.43	76.97	77.15	77.33	77.51	77.70	77.89	78.93	80.75	80.94
2037	82.93	83.14	82.18	80.64	80.84	81.04	81.23	81.43	81.64	82.97	85.00	85.21
2038	87.18	87.41	86.53	84.90	85.11	85.33	85.55	85.77	85.99	87.13	89.20	89.43
2039	91.50	91.73	89.28	87.60	87.82	88.05	88.28	88.51	88.75	89.97	92.08	92.33
2040	95.48	94.47	93.00	91.26	91.49	91.73	91.97	92.21	92.45	93.37	94.96	95.21
2041	97.47	96.43	94.93	93.16	93.40	93.64	93.88	94.13	94.38	95.32	96.94	97.19
2042	99.48	98.43	96.90	95.09	95.33	95.58	95.83	96.08	96.33	97.29	98.95	99.21
2043	101.54	100.47	98.91	97.06	97.31	97.56	97.81	98.07	98.33	99.31	101.00	101.26
2044	103.52	102.42	100.82	98.94	99.19	99.45	99.71	99.97	100.24	101.23	102.96	103.23

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## SCHEDULE 201 (Continued)

	TABLE 1b												
	Avoided Costs Fixed Price Option for Base Load QF Off-Peak Forecast (\$/MWH)												
					Оп-Реа	k Forecas	E (\$/IVIVVIII	1					
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2019	37.67	33.34	24.17	20.09	14.74	16.77	28.75	35.89	31.56	26.20	26.97	33.34	
2020	34.59	29.73	23.75	15.03	12.98	13.43	25.93	32.27	30.63	26.02	26.58	30.11	
2021	17.16	16.80	15.80	14.18	14.00	14.25	14.51	14.61	14.59	14.75	16.48	17.63	
2022	18.62	18.26	17.64	15.25	15.10	15.29	15.50	15.57	15.52	15.69	17.43	18.43	
2023	19.40	19.07	18.51	16.96	16.88	17.12	17.37	17.50	17.54	17.74	18.56	19.56	
2024	19.33	19.39	19.45	18.93	19.02	19.08	19.15	19.21	19.28	19.35	20.33	20.40	
2025	21.03	21.10	21.16	20.29	20.35	20.37	20.44	20.51	20.58	20.65	21.56	21.63	
2026	22.17	21.94	21.97	21.10	21.17	21.24	21.31	21.39	21.47	21.54	22.61	22.69	
2027	23.23	23.22	22.39	21.47	21.54	21.45	21.52	21.60	21.68	21.84	22.77	22.84	
2028	23.36	22.82	22.59	21.65	21.72	21.80	21.88	21.95	22.03	22.14	23.22	23.30	
2029	23.93	24.01	24.06	23.11	23.19	23.28	24.39	24.48	24.57	24.82	25.97	26.06	
2030	26.81	26.91	26.81	25.76	25.86	25.96	26.05	26.15	26.25	26.42	27.67	27.78	
2031	28.48	28.59	28.38	27.14	27.24	27.34	27.45	27.55	27.66	28.02	29.37	29.48	
2032	30.21	30.33	30.10	28.96	29.07	29.19	29.30	29.42	29.53	30.01	31.42	31.54	
2033	32.36	32.49	32.53	31.33	31.46	31.58	31.71	31.84	31.97	32.32	34.57	34.71	
2034	35.58	35.73	35.86	34.58	34.72	34.87	35.01	35.16	35.31	36.06	39.05	39.65	
2035	40.64	40.82	40.96	39.55	39.72	39.90	40.07	40.24	40.42	41.29	42.78	42.96	
2036	44.04	44.21	43.00	41.54	41.72	41.90	42.08	42.27	42.46	43.49	45.32	45.51	
2037	46.68	46.88	45.92	44.39	44.58	44.78	44.98	45.18	45.38	46.72	48.74	48.95	
2038	50.20	50.43	49.55	47.92	48.13	48.35	48.57	48.79	49.01	50.15	52.22	52.45	
2039	53.78	54.01	51.56	49.88	50.11	50.34	50.56	50.79	51.03	52.25	54.37	54.61	
2040	57.01	55.99	54.52	52.79	53.02	53.26	53.49	53.74	53.98	54.90	56.49	56.74	
2041	58.22	57.19	55.69	53.92	54.16	54.40	54.64	54.89	55.14	56.08	57.70	57.95	
2042	59.46	58.40	56.87	55.07	55.31	55.56	55.80	56.05	56.31	57.27	58.92	59.18	
2043	60.72	59.64	58.08	56.24	56.48	56.74	56.99	57.25	57.50	58.48	60.17	60.44	
2044	62.01	60.91	59.31	57.44	57.69	57.95	58.20	58.46	58.73	59.73	61.45	61.72	

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## **SCHEDULE 201 (Continued)**

	TABLE 2a												
	Avoided Costs												
	Fixed Price Option for Wind QF On-Peak Forecast (\$/MWH)												
					On-Peak	Forecast	(\$/MWH)						
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2019	40.36	38.32	28.38	24.56	21.25	30.93	57.43	71.96	40.36	29.40	29.66	40.61	
2020	37.84	34.63	25.89	21.46	20.73	26.36	50.48	59.73	41.67	28.68	29.14	35.20	
2021	27.58	27.22	26.23	24.60	24.43	24.68	24.93	25.04	25.01	25.18	26.91	28.06	
2022	29.25	28.89	28.27	25.88	25.73	25.92	26.13	26.20	26.15	26.32	28.06	29.06	
2023	30.28	29.95	29.39	27.84	27.76	28.00	28.25	28.38	28.42	28.62	29.44	30.44	
2024	30.35	30.41	30.47	29.95	30.04	30.10	30.17	30.23	30.30	30.36	31.35	31.41	
2025	32.31	32.38	32.44	31.57	31.63	31.65	31.72	31.79	31.86	31.93	32.84	32.91	
2026	33.67	33.44	33.48	32.60	32.67	32.74	32.82	32.89	32.97	33.05	34.11	34.19	
2027	34.96	34.95	34.12	33.20	33.27	33.18	33.26	33.33	33.41	33.57	34.50	34.58	
2028	35.33	34.79	34.56	33.62	33.69	33.77	33.85	33.92	34.00	34.11	35.19	35.27	
2029	36.14	36.22	36.27	35.32	35.40	35.49	36.59	36.69	36.78	37.03	38.18	38.27	
2030	39.27	39.37	39.26	38.22	38.31	38.41	38.51	38.61	38.71	38.87	40.13	40.23	
2031	41.19	41.29	41.09	39.84	39.94	40.05	40.15	40.26	40.37	40.73	42.08	42.19	
2032	43.08	43.20	42.97	41.83	41.94	42.06	42.17	42.29	42.41	42.88	44.29	44.41	
2033	45.58	45.71	45.74	44.55	44.67	44.80	44.92	45.05	45.18	45.54	47.78	47.92	
2034	49.11	49.26	49.39	48.11	48.25	48.40	48.54	48.69	48.83	49.59	52.57	53.17	
2035	54.39	54.57	54.71	53.31	53.48	53.65	53.82	54.00	54.17	55.05	56.53	56.71	
2036	58.01	58.19	56.97	55.51	55.69	55.88	56.06	56.24	56.43	57.47	59.29	59.49	
2037	60.98	61.19	60.23	58.70	58.89	59.09	59.28	59.49	59.69	61.02	63.05	63.26	
2038	64.79	65.02	64.14	62.51	62.72	62.94	63.16	63.38	63.60	64.74	66.81	67.04	
2039	68.67	68.90	66.45	64.77	64.99	65.22	65.45	65.68	65.91	67.14	69.25	69.50	
2040	72.19	71.17	69.70	67.97	68.20	68.44	68.67	68.92	69.16	70.08	71.67	71.92	
2041	73.70	72.67	71.17	69.40	69.64	69.88	70.12	70.37	70.62	71.56	73.18	73.43	
2042	75.26	74.20	72.67	70.87	71.11	71.36	71.60	71.85	72.11	73.06	74.72	74.98	
2043	76.83	75.75	74.19	72.35	72.60	72.85	73.10	73.36	73.62	74.59	76.28	76.55	
2044	78.38	77.28	75.69	73.81	74.06	74.32	74.57	74.84	75.10	76.10	77.82	78.09	

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## SCHEDULE 201 (Continued)

	TABLE 2b												
	Avoided Costs Fixed Price Option for Wind QF Off-Peak Forecast (\$/MWH)												
					Off-Peak	Forecast	(\$/MWH)						
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2019	36.79	32.46	23.29	19.21	13.86	15.89	27.87	35.01	30.68	25.32	26.09	32.46	
2020	33.69	28.83	22.85	14.13	12.08	12.53	25.03	31.37	29.73	25.12	25.68	29.21	
2021	16.24	15.88	14.88	13.26	13.08	13.33	13.59	13.69	13.67	13.83	15.56	16.71	
2022	17.68	17.32	16.70	14.31	14.16	14.35	14.56	14.63	14.58	14.75	16.49	17.49	
2023	18.44	18.11	17.55	16.00	15.92	16.16	16.41	16.54	16.58	16.78	17.60	18.60	
2024	18.35	18.41	18.47	17.95	18.04	18.10	18.17	18.23	18.30	18.37	19.35	19.42	
2025	20.03	20.10	20.16	19.29	19.35	19.37	19.44	19.51	19.58	19.65	20.56	20.63	
2026	21.15	20.92	20.95	20.08	20.15	20.22	20.29	20.37	20.45	20.52	21.59	21.67	
2027	22.19	22.18	21.35	20.43	20.50	20.41	20.48	20.56	20.64	20.80	21.73	21.80	
2028	22.30	21.76	21.53	20.59	20.66	20.74	20.82	20.89	20.97	21.08	22.16	22.24	
2029	22.85	22.93	22.98	22.03	22.11	22.20	23.31	23.40	23.49	23.74	24.89	24.98	
2030	25.71	25.81	25.71	24.66	24.76	24.86	24.95	25.05	25.15	25.32	26.57	26.68	
2031	27.36	27.47	27.26	26.02	26.12	26.22	26.33	26.43	26.54	26.90	28.25	28.36	
2032	29.07	29.19	28.96	27.82	27.93	28.05	28.16	28.28	28.39	28.87	30.28	30.40	
2033	31.19	31.32	31.36	30.16	30.29	30.41	30.54	30.67	30.80	31.15	33.40	33.54	
2034	34.39	34.54	34.67	33.39	33.53	33.68	33.82	33.97	34.12	34.87	37.86	38.46	
2035	39.43	39.61	39.75	38.34	38.51	38.69	38.86	39.03	39.21	40.08	41.57	41.75	
2036	42.80	42.97	41.76	40.30	40.48	40.66	40.84	41.03	41.22	42.25	44.08	44.27	
2037	45.42	45.62	44.66	43.13	43.32	43.52	43.72	43.92	44.12	45.46	47.48	47.69	
2038	48.91	49.14	48.26	46.63	46.84	47.06	47.28	47.50	47.72	48.86	50.93	51.16	
2039	52.47	52.70	50.25	48.57	48.80	49.03	49.25	49.48	49.72	50.94	53.06	53.30	
2040	55.67	54.65	53.18	51.45	51.68	51.92	52.15	52.40	52.64	53.56	55.15	55.40	
2041	56.85	55.82	54.32	52.55	52.79	53.03	53.27	53.52	53.77	54.71	56.33	56.58	
2042	58.07	57.01	55.48	53.68	53.92	54.17	54.41	54.66	54.92	55.88	57.53	57.79	
2043	59.30	58.22	56.66	54.82	55.06	55.32	55.57	55.83	56.08	57.06	58.75	59.02	
2044	60.56	59.46	57.86	55.99	56.24	56.50	56.75	57.01	57.28	58.28	60.00	60.27	

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## SCHEDULE 201 (Continued)

	TABLE 3a												
	Avoided Costs Fixed Price Option for Solar QF On-Peak Forecast (\$/MWH)												
				-	On-Peak	Forecast	(\$/MWH)						
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2019	41.24	39.20	29.26	25.44	22.13	31.81	58.31	72.84	41.24	30.28	30.54	41.49	
2020	38.74	35.53	26.79	22.36	21.63	27.26	51.38	60.63	42.57	29.58	30.04	36.10	
2021	24.67	24.31	23.32	21.69	21.52	21.77	22.02	22.13	22.10	22.27	24.00	25.15	
2022	26.29	25.92	25.30	22.91	22.76	22.95	23.16	23.24	23.18	23.35	25.10	26.10	
2023	27.24	26.92	26.36	24.80	24.72	24.96	25.21	25.34	25.38	25.58	26.40	27.40	
2024	27.27	27.34	27.40	26.88	26.97	27.03	27.09	27.16	27.23	27.29	28.28	28.34	
2025	29.16	29.23	29.30	28.42	28.49	28.50	28.57	28.64	28.71	28.78	29.69	29.77	
2026	30.46	30.23	30.27	29.39	29.46	29.54	29.61	29.68	29.76	29.84	30.90	30.98	
2027	31.69	31.68	30.85	29.93	30.00	29.91	29.98	30.06	30.14	30.30	31.23	31.30	
2028	31.99	31.45	31.22	30.28	30.35	30.43	30.51	30.58	30.66	30.77	31.85	31.93	
2029	32.73	32.82	32.86	31.91	32.00	32.08	33.19	33.28	33.37	33.62	34.77	34.86	
2030	35.79	35.89	35.79	34.74	34.84	34.93	35.03	35.13	35.23	35.40	36.65	36.75	
2031	37.64	37.75	37.54	36.30	36.40	36.50	36.60	36.71	36.82	37.18	38.53	38.64	
2032	39.49	39.61	39.38	38.24	38.35	38.47	38.58	38.70	38.82	39.29	40.70	40.82	
2033	41.89	42.02	42.06	40.86	40.98	41.11	41.24	41.36	41.49	41.85	44.10	44.23	
2034	45.33	45.48	45.61	44.33	44.47	44.62	44.76	44.91	45.05	45.81	48.79	49.39	
2035	50.55	50.73	50.87	49.47	49.63	49.81	49.98	50.15	50.33	51.21	52.69	52.87	
2036	54.11	54.29	53.08	51.62	51.79	51.98	52.16	52.35	52.53	53.57	55.39	55.59	
2037	56.99	57.19	56.23	54.70	54.89	55.09	55.29	55.49	55.69	57.03	59.05	59.27	
2038	60.72	60.94	60.06	58.44	58.65	58.87	59.08	59.31	59.53	60.67	62.74	62.97	
2039	64.51	64.74	62.29	60.61	60.83	61.06	61.29	61.52	61.76	62.98	65.09	65.34	
2040	67.95	66.94	65.47	63.73	63.96	64.20	64.44	64.68	64.92	65.84	67.43	67.68	
2041	69.39	68.35	66.85	65.08	65.32	65.56	65.80	66.05	66.30	67.24	68.86	69.11	
2042	70.84	69.79	68.26	66.45	66.69	66.94	67.19	67.44	67.69	68.65	70.31	70.56	
2043	72.33	71.26	69.69	67.85	68.10	68.35	68.60	68.86	69.12	70.09	71.78	72.05	
2044	73.81	72.72	71.12	69.24	69.49	69.75	70.00	70.27	70.53	71.53	73.26	73.52	

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## SCHEDULE 201 (Continued)

	TABLE 3b													
	Avoided Costs													
							or Solar							
					Off-Peak	Forecast	(\$/MWH)							
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
2019	37.67	33.34	24.17	20.09	14.74	16.77	28.75	35.89	31.56	26.20	26.97	33.34		
2020	34.59	29.73	23.75	15.03	12.98	13.43	25.93	32.27	30.63	26.02	26.58	30.11		
2021	17.16	16.80	15.80	14.18	14.00	14.25	14.51	14.61	14.59	14.75	16.48	17.63		
2022	18.62	18.26	17.64	15.25	15.10	15.29	15.50	15.57	15.52	15.69	17.43	18.43		
2023	19.40	19.07	18.51	16.96	16.88	17.12	17.37	17.50	17.54	17.74	18.56	19.56		
2024	19.33	19.39	19.45	18.93	19.02	19.08	19.15	19.21	19.28	19.35	20.33	20.40		
2025	21.03	21.10	21.16	20.29	20.35	20.37	20.44	20.51	20.58	20.65	21.56	21.63		
2026	22.17	21.94	21.97	21.10	21.17	21.24	21.31	21.39	21.47	21.54	22.61	22.69		
2027	23.23	23.22	22.39	21.47	21.54	21.45	21.52	21.60	21.68	21.84	22.77	22.84		
2028	23.36	22.82	22.59	21.65	21.72	21.80	21.88	21.95	22.03	22.14	23.22	23.30		
2029	23.93	24.01	24.06	23.11	23.19	23.28	24.39	24.48	24.57	24.82	25.97	26.06		
2030	26.81	26.91	26.81	25.76	25.86	25.96	26.05	26.15	26.25	26.42	27.67	27.78		
2031	28.48	28.59	28.38	27.14	27.24	27.34	27.45	27.55	27.66	28.02	29.37	29.48		
2032	30.21	30.33	30.10	28.96	29.07	29.19	29.30	29.42	29.53	30.01	31.42	31.54		
2033	32.36	32.49	32.53	31.33	31.46	31.58	31.71	31.84	31.97	32.32	34.57	34.71		
2034	35.58	35.73	35.86	34.58	34.72	34.87	35.01	35.16	35.31	36.06	39.05	39.65		
2035	40.64	40.82	40.96	39.55	39.72	39.90	40.07	40.24	40.42	41.29	42.78	42.96		
2036	44.04	44.21	43.00	41.54	41.72	41.90	42.08	42.27	42.46	43.49	45.32	45.51		
2037	46.68	46.88	45.92	44.39	44.58	44.78	44.98	45.18	45.38	46.72	48.74	48.95		
2038	50.20	50.43	49.55	47.92	48.13	48.35	48.57	48.79	49.01	50.15	52.22	52.45		
2039	53.78	54.01	51.56	49.88	50.11	50.34	50.56	50.79	51.03	52.25	54.37	54.61		
2040	57.01	55.99	54.52	52.79	53.02	53.26	53.49	53.74	53.98	54.90	56.49	56.74		
2041	58.22	57.19	55.69	53.92	54.16	54.40	54.64	54.89	55.14	56.08	57.70	57.95		
2042	59.46	58.40	56.87	55.07	55.31	55.56	55.80	56.05	56.31	57.27	58.92	59.18		
2043	60.72	59.64	58.08	56.24	56.48	56.74	56.99	57.25	57.50	58.48	60.17	60.44		
2044	62.01	60.91	59.31	57.44	57.69	57.95	58.20	58.46	58.73	59.73	61.45	61.72		

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## 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 and that satisfy the eligibility requirements identified above.

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 18.59%. The capacity contribution for Solar QF resources (Tables 6a and 6b) is assumed to be 15.33%. 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 terms exceeding 15 years from the commercial operation date will receive pricing equal to the Mid-C Index Price for all years up to five in excess of the initial 15 years following the commercial operation date selected by the Seller and memorialized in the PPA.

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## SCHEDULE 201 (Continued)

	TABLE 4a												
	Renewable Avoided Costs Renewable Fixed Price Option for Base Load QF On-Peak Forecast (\$/MWH)												
					On-Pea	k Forecas	st (\$/MWH	)					
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2019	41.24	39.20	29.26	25.44	22.13	31.81	58.31	72.84	41.24	30.28	30.54	41.49	
2020	38.74	35.53	26.79	22.36	21.63	27.26	51.38	60.63	42.57	29.58	30.04	36.10	
2021	40.91	38.88	29.06	25.25	22.00	31.53	57.66	71.95	40.89	30.07	30.33	40.86	
2022	41.56	39.50	29.54	25.68	22.39	32.05	58.55	73.05	41.54	30.57	30.83	41.51	
2023	45.83	43.54	32.48	28.20	24.54	35.27	64.68	80.76	45.80	33.63	33.91	45.76	
2024	49.08	46.62	34.76	30.16	26.24	37.75	69.31	86.57	49.05	35.99	36.30	49.01	
2025	94.32	90.05	86.22	74.65	68.71	53.60	79.32	86.27	92.22	92.28	93.51	97.39	
2026	96.21	91.85	87.94	76.15	70.08	54.67	80.90	88.00	94.07	94.12	95.38	99.34	
2027	98.13	93.68	89.70	77.67	71.48	55.76	82.52	89.76	95.95	96.00	97.29	101.32	
2028	99.90	95.37	91.32	79.09	72.80	56.81	84.02	91.38	97.68	97.74	99.04	103.15	
2029	102.09	97.46	93.32	80.80	74.37	58.01	85.85	93.38	99.82	99.88	101.22	105.41	
2030	104.13	99.41	95.18	82.42	75.86	59.17	87.57	95.25	101.82	101.87	103.24	107.52	
2031	106.22	101.40	97.08	84.07	77.37	60.36	89.32	97.15	103.85	103.91	105.30	109.67	
2032	107.92	103.02	98.63	85.39	78.58	61.28	90.73	98.70	105.52	105.58	106.99	111.43	
2033	110.50	105.49	101.00	87.46	80.50	62.79	92.92	101.07	108.04	108.10	109.55	114.09	
2034	112.82	107.71	103.13	89.32	82.21	64.16	94.89	103.20	110.31	110.37	111.85	116.48	
2035	114.96	109.75	105.08	90.99	83.74	65.33	96.67	105.15	112.40	112.47	113.97	118.70	
2036	116.93	111.62	106.87	92.54	85.17	66.44	98.32	106.94	114.32	114.39	115.92	120.73	
2037	119.61	114.18	109.32	94.66	87.13	67.96	100.58	109.40	116.94	117.01	118.58	123.49	
2038	122.00	116.46	111.51	96.55	88.87	69.32	102.59	111.58	119.28	119.35	120.95	125.96	
2039	124.43	118.79	113.74	98.48	90.64	70.71	104.64	113.81	121.66	121.73	123.36	128.48	
2040	126.68	120.94	115.80	100.28	92.31	72.03	106.54	115.88	123.86	123.93	125.59	130.79	
2041	129.46	123.58	118.33	102.46	94.30	73.56	108.86	118.41	126.57	126.64	128.34	133.66	
2042	132.04	126.05	120.69	104.51	96.19	75.03	111.04	120.77	129.10	129.18	130.91	136.34	
2043	134.68	128.57	123.10	106.60	98.11	76.53	113.26	123.19	131.68	131.76	133.52	139.06	
2044	136.98	130.76	125.20	108.41	99.78	77.83	115.18	125.29	133.93	134.00	135.80	141.43	

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## SCHEDULE 201 (Continued)

	TABLE 4b												
	Renewable Avoided Costs												
	Renewable Fixed Price Option for Base Load QF												
	Off-Peak Forecast (\$/MWH)												
L	Voor lan Ech Mar Anr May lun lul Aug Son Ort New Dec												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2019	37.67	33.34	24.17	20.09	14.74	16.77	28.75	35.89	31.56	26.20	26.97	33.34	
2020	34.59	29.73	23.75	15.03	12.98	13.43	25.93	32.27	30.63	26.02	26.58	30.11	
2021	37.66	33.33	24.21	20.10	14.80	16.81	28.76	35.86	31.57	26.26	27.02	37.62	
2022	39.53	34.99	25.41	21.09	15.52	17.64	30.18	37.65	33.14	27.56	28.36	39.49	
2023	42.17	37.30	27.04	22.40	16.44	18.71	32.15	40.15	35.32	29.34	30.20	42.13	
2024	44.93	39.73	28.78	23.83	17.46	19.88	34.23	42.77	37.62	31.24	32.15	44.88	
2025	58.19	53.34	52.60	43.71	37.09	21.11	44.24	52.02	56.40	57.61	60.55	62.65	
2026	59.35	54.40	53.65	44.59	37.83	21.53	45.13	53.06	57.52	58.76	61.76	63.90	
2027	60.53	55.49	54.72	45.48	38.59	21.96	46.03	54.12	58.67	59.94	62.99	65.18	
2028	61.58	56.45	55.67	46.26	39.25	22.34	46.82	55.05	59.68	60.97	64.07	66.30	
2029	62.98	57.73	56.93	47.31	40.14	22.85	47.89	56.31	61.04	62.36	65.53	67.81	
2030	64.24	58.89	58.07	48.26	40.95	23.31	48.85	57.43	62.26	63.60	66.84	69.17	
2031	65.52	60.06	59.23	49.22	41.76	23.77	49.82	58.58	63.51	64.87	68.18	70.55	
2032	66.65	61.10	60.25	50.07	42.48	24.18	50.68	59.59	64.60	65.99	69.35	71.76	
2033	68.17	62.49	61.62	51.21	43.45	24.73	51.83	60.95	66.07	67.49	70.93	73.40	
2034	69.53	63.74	62.85	52.23	44.32	25.23	52.87	62.16	67.39	68.84	72.35	74.87	
2035	70.92	65.01	64.11	53.28	45.20	25.73	53.92	63.41	68.74	70.22	73.80	76.36	
2036	72.14	66.13	65.21	54.19	45.98	26.17	54.85	64.50	69.92	71.42	75.06	77.67	
2037	73.78	67.63	66.70	55.43	47.03	26.77	56.10	65.97	71.51	73.05	76.77	79.44	
2038	75.25	68.99	68.03	56.54	47.97	27.30	57.22	67.28	72.94	74.51	78.31	81.03	
2039	76.76	70.36	69.39	57.66	48.93	27.85	58.37	68.63	74.40	76.00	79.87	82.65	
2040	78.08	71.57	70.59	58.66	49.77	28.33	59.37	69.81	75.68	77.31	81.25	84.07	
2041	79.86	73.20	72.19	59.99	50.90	28.97	60.72	71.40	77.40	79.07	83.10	85.99	
2042	81.45	74.67	73.64	61.19	51.92	29.55	61.94	72.83	78.95	80.65	84.76	87.71	
2043	83.08	76.16	75.11	62.41	52.96	30.14	63.17	74.28	80.53	82.26	86.45	89.46	
2044	84.51	77.47	76.40	63.49	53.87	30.66	64.26	75.56	81.91	83.67	87.94	91.00	

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## **SCHEDULE 201 (Continued)**

						TABLE 5a	ı						
	Renewable Avoided Costs												
				Renewa		Price O		Wind QF					
					On-Peak	Forecast	(\$/MWH)						
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2019	40.36	38.32	28.38	24.56	21.25	30.93	57.43	71.96	40.36	29.40	29.66	40.61	
2020	37.84	34.63	25.89	21.46	20.73	26.36	50.48	59.73	41.67	28.68	29.14	35.20	
2021	39.99	37.96	28.14	24.33	21.08	30.61	56.74	71.03	39.97	29.15	29.41	39.94	
2022	40.62	38.56	28.60	24.74	21.45	31.11	57.61	72.11	40.60	29.63	29.89	40.57	
2023	44.87	42.58	31.52	27.24	23.58	34.31	63.72	79.80	44.84	32.67	32.95	44.80	
2024	48.10	45.64	33.78	29.18	25.26	36.77	68.33	85.59	48.07	35.01	35.32	48.03	
2025	77.01	72.73	68.90	57.34	51.40	36.29	62.00	68.96	74.91	74.96	76.20	80.08	
2026	78.55	74.18	70.28	58.49	52.42	37.01	63.24	70.34	76.41	76.46	77.72	81.68	
2027	80.12	75.67	71.68	59.65	53.47	37.75	64.51	71.74	77.93	77.99	79.27	83.31	
2028	81.53	77.00	72.95	60.71	54.42	38.43	65.65	73.01	79.31	79.36	80.67	84.77	
2029	83.36	78.72	74.58	62.07	55.63	39.28	67.11	74.64	81.08	81.14	82.48	86.67	
2030	85.02	80.30	76.07	63.31	56.74	40.06	68.46	76.14	82.70	82.76	84.13	88.41	
2031	86.72	81.91	77.59	64.57	57.88	40.87	69.83	77.66	84.36	84.42	85.81	90.18	
2032	88.16	83.26	78.88	65.63	58.82	41.52	70.98	78.94	85.76	85.82	87.23	91.68	
2033	90.22	85.21	80.72	67.18	60.21	42.51	72.64	80.79	87.76	87.82	89.27	93.81	
2034	92.07	86.96	82.38	68.57	61.47	43.41	74.14	82.45	89.56	89.63	91.10	95.74	
2035	93.87	88.65	83.99	69.90	62.65	44.23	75.58	84.06	91.31	91.37	92.88	97.61	
2036	95.47	90.16	85.41	71.08	63.71	44.98	76.86	85.49	92.86	92.93	94.46	99.27	
2037	97.66	92.23	87.38	72.72	65.18	46.02	78.63	87.45	94.99	95.06	96.63	101.55	
2038	99.60	94.07	89.12	74.16	66.48	46.93	80.20	89.19	96.89	96.96	98.55	103.57	
2039	101.60	95.96	90.90	75.65	67.81	47.88	81.80	90.98	98.83	98.90	100.53	105.65	
2040	103.39	97.64	92.50	76.99	69.01	48.74	83.25	92.58	100.57	100.64	102.30	107.50	
2041	105.70	99.82	94.57	78.70	70.54	49.80	85.10	94.65	102.81	102.88	104.58	109.90	
2042	107.82	101.83	96.46	80.28	71.96	50.80	86.81	96.55	104.87	104.95	106.68	112.11	
2043	109.97	103.86	98.39	81.88	73.39	51.82	88.54	98.47	106.97	107.04	108.81	114.34	
2044	111.85	105.63	100.07	83.28	74.64	52.70	90.05	100.15	108.79	108.87	110.67	116.30	

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## **SCHEDULE 201 (Continued)**

	TABLE 5b													
	Renewable Avoided Costs													
	Renewable Fixed Price Option for Wind QF													
					Off-Peak	Forecast	(\$/MWH)							
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
2019	36.79	32.46	23.29	19.21	13.86	15.89	27.87	35.01	30.68	25.32	26.09	32.46		
2020	33.69	28.83	22.85	14.13	12.08	12.53	25.03	31.37	29.73	25.12	25.68	29.21		
2021	36.74	32.41	23.29	19.18	13.88	15.89	27.84	34.94	30.65	25.34	26.10	36.70		
2022	38.59	34.05	24.47	20.15	14.58	16.70	29.24	36.71	32.20	26.62	27.42	38.55		
2023	41.21	36.34	26.08	21.44	15.48	17.75	31.19	39.19	34.36	28.38	29.24	41.17		
2024	43.95	38.75	27.80	22.85	16.48	18.90	33.25	41.79	36.64	30.26	31.17	43.90		
2025	57.19	52.34	51.60	42.71	36.09	20.11	43.24	51.02	55.40	56.61	59.55	61.65		
2026	58.33	53.38	52.63	43.57	36.81	20.51	44.11	52.04	56.50	57.74	60.74	62.88		
2027	59.49	54.45	53.68	44.44	37.55	20.92	44.99	53.08	57.63	58.90	61.95	64.14		
2028	60.52	55.39	54.61	45.20	38.19	21.28	45.76	53.99	58.62	59.91	63.01	65.24		
2029	61.90	56.65	55.85	46.23	39.06	21.77	46.81	55.23	59.96	61.28	64.45	66.73		
2030	63.14	57.79	56.97	47.16	39.85	22.21	47.75	56.33	61.16	62.50	65.74	68.07		
2031	64.40	58.94	58.11	48.10	40.64	22.65	48.70	57.46	62.39	63.75	67.06	69.43		
2032	65.51	59.96	59.11	48.93	41.34	23.04	49.54	58.45	63.46	64.85	68.21	70.62		
2033	67.00	61.32	60.45	50.04	42.28	23.56	50.66	59.78	64.90	66.32	69.76	72.23		
2034	68.34	62.55	61.66	51.04	43.13	24.04	51.68	60.97	66.20	67.65	71.16	73.68		
2035	69.71	63.80	62.90	52.07	43.99	24.52	52.71	62.20	67.53	69.01	72.59	75.15		
2036	70.90	64.89	63.97	52.95	44.74	24.93	53.61	63.26	68.68	70.18	73.82	76.43		
2037	72.52	66.37	65.44	54.17	45.77	25.51	54.84	64.71	70.25	71.79	75.51	78.18		
2038	73.96	67.70	66.74	55.25	46.68	26.01	55.93	65.99	71.65	73.22	77.02	79.74		
2039	75.45	69.05	68.08	56.35	47.62	26.54	57.06	67.32	73.09	74.69	78.56	81.34		
2040	76.74	70.23	69.25	57.32	48.43	26.99	58.03	68.47	74.34	75.97	79.91	82.73		
2041	78.49	71.83	70.82	58.62	49.53	27.60	59.35	70.03	76.03	77.70	81.73	84.62		
2042	80.06	73.28	72.25	59.80	50.53	28.16	60.55	71.44	77.56	79.26	83.37	86.32		
2043	81.66	74.74	73.69	60.99	51.54	28.72	61.75	72.86	79.11	80.84	85.03	88.04		
2044	83.06	76.02	74.95	62.04	52.42	29.21	62.81	74.11	80.46	82.22	86.49	89.55		

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## SCHEDULE 201 (Continued)

					-	TABLE 6a	1						
	Renewable Avoided Costs												
	Renewable Fixed Price Option for Solar QF On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2019	41.24	39.20	29.26	25.44	22.13	31.81	58.31	72.84	41.24	30.28	30.54	41.49	
2020	38.74	35.53	26.79	22.36	21.63	27.26	51.38	60.63	42.57	29.58	30.04	36.10	
2021	40.91	38.88	29.06	25.25	22.00	31.53	57.66	71.95	40.89	30.07	30.33	40.86	
2022	41.56	39.50	29.54	25.68	22.39	32.05	58.55	73.05	41.54	30.57	30.83	41.51	
2023	45.83	43.54	32.48	28.20	24.54	35.27	64.68	80.76	45.80	33.63	33.91	45.76	
2024	49.08	46.62	34.76	30.16	26.24	37.75	69.31	86.57	49.05	35.99	36.30	49.01	
2025	73.86	69.59	65.76	54.19	48.25	33.14	58.86	65.81	71.76	71.82	73.05	76.93	
2026	75.34	70.98	67.07	55.28	49.21	33.80	60.03	67.13	73.20	73.25	74.51	78.47	
2027	76.85	72.39	68.41	56.38	50.20	34.48	61.23	68.47	74.66	74.72	76.00	80.04	
2028	78.19	73.66	69.61	57.38	51.08	35.09	62.31	69.67	75.97	76.02	77.33	81.44	
2029	79.95	75.32	71.17	58.66	52.22	35.87	63.71	71.23	77.68	77.73	79.07	83.27	
2030	81.55	76.82	72.59	59.83	53.27	36.59	64.98	72.66	79.23	79.28	80.65	84.93	
2031	83.18	78.36	74.04	61.03	54.33	37.32	66.28	74.11	80.81	80.87	82.26	86.63	
2032	84.57	79.67	75.28	62.04	55.23	37.93	67.38	75.35	82.17	82.23	83.64	88.08	
2033	86.53	81.52	77.03	63.49	56.53	38.82	68.95	77.10	84.07	84.13	85.58	90.13	
2034	88.29	83.18	78.60	64.79	57.69	39.63	70.36	78.67	85.78	85.85	87.32	91.96	
2035	90.03	84.81	80.14	66.05	58.81	40.39	71.74	80.21	87.47	87.53	89.04	93.76	
2036	91.57	86.27	81.52	67.18	59.81	41.08	72.97	81.59	88.97	89.03	90.56	95.37	
2037	93.66	88.24	83.38	68.72	61.18	42.02	74.63	83.45	91.00	91.06	92.63	97.55	
2038	95.53	90.00	85.05	70.09	62.40	42.86	76.12	85.12	92.82	92.88	94.48	99.50	
2039	97.44	91.80	86.74	71.49	63.65	43.72	77.65	86.82	94.67	94.74	96.37	101.49	
2040	99.15	93.41	88.27	72.75	64.78	44.50	79.01	88.34	96.33	96.40	98.06	103.26	
2041	101.38	95.50	90.25	74.38	66.22	45.48	80.78	90.33	98.49	98.56	100.26	105.58	
2042	103.40	97.41	92.05	75.87	67.54	46.39	82.39	92.13	100.46	100.53	102.27	107.69	
2043	105.47	99.36	93.89	77.38	68.89	47.32	84.04	93.97	102.47	102.54	104.31	109.85	
2044	107.28	101.06	95.50	78.71	70.07	48.13	85.48	95.58	104.23	104.30	106.10	111.73	

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## SCHEDULE 201 (Continued)

	TABLE 6b												
	Renewable Avoided Costs												
	Renewable Fixed Price Option for Solar QF												
	Off-Peak Forecast (\$/MWH)												
	Vers   to   5.5   May   4.5   May   4.5   4.5   6.5   6.5   15.5   5.5												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2019	37.67	33.34	24.17	20.09	14.74	16.77	28.75	35.89	31.56	26.20	26.97	33.34	
2020	34.59	29.73	23.75	15.03	12.98	13.43	25.93	32.27	30.63	26.02	26.58	30.11	
2021	37.66	33.33	24.21	20.10	14.80	16.81	28.76	35.86	31.57	26.26	27.02	37.62	
2022	39.53	34.99	25.41	21.09	15.52	17.64	30.18	37.65	33.14	27.56	28.36	39.49	
2023	42.17	37.30	27.04	22.40	16.44	18.71	32.15	40.15	35.32	29.34	30.20	42.13	
2024	44.93	39.73	28.78	23.83	17.46	19.88	34.23	42.77	37.62	31.24	32.15	44.88	
2025	58.19	53.34	52.60	43.71	37.09	21.11	44.24	52.02	56.40	57.61	60.55	62.65	
2026	59.35	54.40	53.65	44.59	37.83	21.53	45.13	53.06	57.52	58.76	61.76	63.90	
2027	60.53	55.49	54.72	45.48	38.59	21.96	46.03	54.12	58.67	59.94	62.99	65.18	
2028	61.58	56.45	55.67	46.26	39.25	22.34	46.82	55.05	59.68	60.97	64.07	66.30	
2029	62.98	57.73	56.93	47.31	40.14	22.85	47.89	56.31	61.04	62.36	65.53	67.81	
2030	64.24	58.89	58.07	48.26	40.95	23.31	48.85	57.43	62.26	63.60	66.84	69.17	
2031	65.52	60.06	59.23	49.22	41.76	23.77	49.82	58.58	63.51	64.87	68.18	70.55	
2032	66.65	61.10	60.25	50.07	42.48	24.18	50.68	59.59	64.60	65.99	69.35	71.76	
2033	68.17	62.49	61.62	51.21	43.45	24.73	51.83	60.95	66.07	67.49	70.93	73.40	
2034	69.53	63.74	62.85	52.23	44.32	25.23	52.87	62.16	67.39	68.84	72.35	74.87	
2035	70.92	65.01	64.11	53.28	45.20	25.73	53.92	63.41	68.74	70.22	73.80	76.36	
2036	72.14	66.13	65.21	54.19	45.98	26.17	54.85	64.50	69.92	71.42	75.06	77.67	
2037	73.78	67.63	66.70	55.43	47.03	26.77	56.10	65.97	71.51	73.05	76.77	79.44	
2038	75.25	68.99	68.03	56.54	47.97	27.30	57.22	67.28	72.94	74.51	78.31	81.03	
2039	76.76	70.36	69.39	57.66	48.93	27.85	58.37	68.63	74.40	76.00	79.87	82.65	
2040	78.08	71.57	70.59	58.66	49.77	28.33	59.37	69.81	75.68	77.31	81.25	84.07	
2041	79.86	73.20	72.19	59.99	50.90	28.97	60.72	71.40	77.40	79.07	83.10	85.99	
2042	81.45	74.67	73.64	61.19	51.92	29.55	61.94	72.83	78.95	80.65	84.76	87.71	
2043	83.08	76.16	75.11	62.41	52.96	30.14	63.17	74.28	80.53	82.26	86.45	89.46	
2044	84.51	77.47	76.40	63.49	53.87	30.66	64.26	75.56	81.91	83.67	87.94	91.00	

Sheet No. 201-19

## SCHEDULE 201 (Continued)

## WIND INTEGRATION

TABLE 7           Integration Costs           Year         Wind         Solar           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 <th></th> <th></th> <th></th>			
Year         Wind         Solar           2019         0.88         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		TABLE 7	
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	Inte	gration C	osts
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           2038         1.29         0.00           2038         1.29         0.00           2039         1.31         0.00           2040         1.34         0.00           2042         1.39         0.00           2043         1.42         0.00	Year	Wind	Solar
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           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	2019	0.88	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           2038         1.29         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	2020	0.90	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           2038         1.29         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	2021	0.92	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	2022	0.94	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	2023	0.96	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	2024	0.98	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	2025	1.00	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	2026	1.02	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	2027	1.04	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	2028	1.06	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	2029	1.08	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	2030	1.10	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	2031	1.12	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	2032	1.14	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	2033	1.17	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	2034	1.19	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		1.21	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	2036	1.24	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	2037	1.26	0.00
2040         1.34         0.00           2041         1.37         0.00           2042         1.39         0.00           2043         1.42         0.00	2038	1.29	0.00
2041         1.37         0.00           2042         1.39         0.00           2043         1.42         0.00	2039	1.31	0.00
<b>2042</b> 1.39 0.00 <b>2043</b> 1.42 0.00		1.34	0.00
<b>2043</b> 1.42 0.00	2041		0.00
	2042	1.39	0.00
2044 1.45 0.00	2043	1.42	0.00
	2044	1.45	0.00

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## 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:

- 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.
- 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.
- 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.

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## SCHEDULE 201 (Continued)

## INTERCONNECTION REQUIREMENTS (Continued)

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

# DEFINITION OF A SMALL COGENERATION FACILITY OR SMALL POWER PRODUCTION FACILITY ELIGIBLE TO RECEIVE THE STANDARD FIXED PRICE OPTION OR THE RENEWABLE FIXED PRICE OPTION UNDER THE STANDARD PPA

A QF will be eligible to receive the Standard Fixed Price Option or the Renewable Fixed Price Option (as appropriate) 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 3 MW for solar QF projects or 10 MW for all other types of QF projects. Solar QF projects with nameplate capacity (as calculated in this paragraph) that exceed 3 MW but do not exceed 10 MW are eligible for a Standard PPA containing negotiated prices under Schedule 202. A Community-Based or Family-Owned QF is exempt from these restrictions.

#### **Definition of Community-Based**

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

### **Definition of Family-Owned**

After excluding the ownership interest of the passive investor whose ownership interests are primarily related to green tag values and tax benefits as the primary ownership benefit, five or fewer individuals own 50 percent or more of the equity of the project entity, or fifteen or fewer individuals own 90 percent or more of the project entity. A "look through" rule applies to closely held entities that hold the project entity, so that equity held by LLCs, trusts, estates, corporations, partnerships or other similar entities is considered

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## SCHEDULE 201 (Continued)

DEFINITION OF A SMALL COGENERATION FACILITY OR SMALL POWER PRODUCTION FACILITY ELIGIBLE TO RECEIVE THE STANDARD FIXED PRICE OPTION OR THE RENEWABLE FIXED PRICE OPTION UNDER THE STANDARD PPA (Continued)

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 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 standard pricing or negotiated 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 standard pricing or negotiated 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 standard pricing or negotiated 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 standard pricing or negotiated 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.

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## SCHEDULE 201 (Continued)

#### 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 On-Peak Power and Average Off-Peak Power found on the following website: <a href="https://www.theice.com/products/OTC/Physical-Energy/Electricity">https://www.theice.com/products/OTC/Physical-Energy/Electricity</a>. 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 (CO2), methane (CH4), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

## **Definition of Resource Sufficiency Period**

This is the period from the current year through 2020.

## **Definition of Resource Deficiency Period**

This is the period from 2021.

#### 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.

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#### 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 standard pricing or negotiated 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

- Delivery of energy by Seller will be at a voltage, phase, frequency, and power factor as specified by the Company.
- 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.
- 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 from the commercial operation date selected by the Seller and memorialized in the PPA.