

Davison Van Cleve PC

Attorneys at Law

TEL (503) 241-7242 • FAX (503) 241-8160 • mail@dvclaw.com
Suite 400
333 S.W. Taylor
Portland, OR 97204

November 9, 2006

Via Electronic and U.S. Mail

Public Utility Commission
Attn: Filing Center
550 Capitol St. NE #215
P.O. Box 2148
Salem OR 97308-2148

Re: In the Matter of PORTLAND GENERAL ELECTRIC COMPANY
Request for a General Rate Revision
Docket Nos. UE 180/UE 181/UE 184

Dear Filing Center:

Enclosed please find Portland General Electric Company's ("PGE"), Staff of the Public Utility Commission ("Staff"), and the Industrial Customers of Northwest Utilities ("ICNU") Stipulation Regarding Schedule 76R Issues, the Joint Explanatory Brief in Support of the Stipulation Regarding Economic Replacement Power Tariff, and the PGE Schedule 76R PUC E-18 document for filing in the above-referenced docket numbers. Please note that we are filing a scanned copy of the signature pages for Staff. Staff's original signature pages will be sent to the Commission upon receipt from Staff.

Please return one file-stamped copy of each document in the self-addressed, stamped envelope provided. Thank you for your assistance.

Sincerely yours,

/s/ Christian Griffen
Christian W. Griffen

Enclosures
cc: Service List

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served the foregoing PGE, Staff, and ICNU Stipulation Regarding Schedule 76R Issues, the Joint Explanatory Brief in Support of the Stipulation Regarding Economic Replacement Power Tariff, and the PGE Schedule 76R PUC E-18 document upon the parties, on the official service list, by causing the same to be electronically served, to those parties with an email address, as well as mailed, postage-prepaid, through the U.S. Mail.

Dated at Portland, Oregon, this 9th day of November, 2006.

/s/ Ruth A. Miller
Ruth A. Miller

JIM DEASON
ATTORNEY AT LAW
1 SW COLUMBIA ST, SUITE 1600
PORTLAND OR 97258-2014
jimdeason@comcast.net

ROBERT VALDEZ
PO BOX 2148
SALEM OR 97308-2148
bob.valdez@state.or.us

AF LEGAL & CONSULTING SERVICES
ANN L FISHER
PO BOX 25302
PORTLAND OR 97298-0302
energlaw@aol.com

BOEHM, KURTZ & LOWRY
KURT J BOEHM
36 E SEVENTH ST - STE 1510
CINCINNATI OH 45202
kboehm@bkllawfirm.com

BOEHM, KURTZ & LOWRY
MICHAEL L. KURTZ
36 E SEVENTH ST - STE 1510
CINCINNATI OH 45202
kboehm@bkllawfirm.com

BONNEVILLE POWER ADMINISTRATION
GEOFFREY M KRONICK LC7
PO BOX 3621
PORTLAND OR 97208-3621
gmkronick@bpa.gov

BONNEVILLE POWER ADMINISTRATION
CRAIG SMITH
PO BOX 3621--L7
PORTLAND OR 97208-3621
csmith@bpa.gov

BRUBAKER & ASSOCIATES, INC.
JAMES T SELECKY
1215 FERN RIDGE PKWY, SUITE 208
ST. LOUIS MO 63141
jtselecky@consultbai.com

CABLE HUSTON BENEDICT HAAGENSEN & LLOYD LLP
TAMARA FAUCETTE
1001 SW 5TH AVE STE 2000
PORTLAND OR 97204
tfaucette@chbh.com

CABLE HUSTON BENEDICT HAAGENSEN & LLOYD, LLP
CHAD M STOKES
1001 SW 5TH - STE 2000
PORTLAND OR 97204
cstokes@chbh.com

CITIZENS' UTILITY BOARD OF OREGON

JASON EISDORFER
610 SW BROADWAY - STE 308
PORTLAND OR 97205
jason@oregoncub.org

CITIZENS' UTILITY BOARD OF OREGON

LOWREY R BROWN
610 SW BROADWAY - STE 308
PORTLAND OR 97205
lowrey@oregoncub.org

COMMUNITY ACTION DIRECTORS OF OREGON -

JIM ABRAHAMSON
PO BOX 7964
SALEM OR 97301
jim@cado-oregon.org

CONSTELLATION NEW ENERGY INC

WILLIAM H CHEN
2175 N CALIFORNIA BLVD STE 300
WALNUT CREEK CA 94596
bill.chen@constellation.com

DANIEL W MEEK ATTORNEY AT LAW

DANIEL W MEEK
10949 SW 4TH AVE
PORTLAND OR 97219
dan@meek.net

DEPARTMENT OF JUSTICE

STEPHANIE S ANDRUS
ASSISTANT ATTORNEY GENERAL
REGULATED UTILITY & BUSINESS SECTION
1162 COURT ST NE
SALEM OR 97301-4096
stephanie.andrus@state.or.us

EPCOR MERCHANT & CAPITAL (US) INC

LORNE WHITTLES
1161 W RIVER ST STE 250
BOISE ID 83702
lwhittles@epcor.ca

GRESHAM CITY ATTORNEY'S OFFICE

DAVID R. RIS
SR. ASST. CITY ATTORNEY
1333 NW EASTMAN PARKWAY
GRESHAM, OR 97030
david.ris@ci.gresham.or.us

CITY OF GRESHAM

JOHN HARRIS
TRANSPORATION OP'S SUPERINTENDENT
1333 NW EASTMAN PARKWAY
GRESHAM, OR 97030
john.harris@ci.gresham.or.us

KAFOURY & MCDUGAL

LINDA K WILLIAMS
10266 SW LANCASTER RD
PORTLAND OR 97219-6305
linda@lindawilliams.net

LEAGUE OF OREGON CITIES

ANDREA FOGUE
PO BOX 928
1201 COURT ST NE STE 200
SALEM OR 97308
afogue@orcities.org

SMIGEL ANDERSON & SACKS

SCOTT H DEBROFF
RIVER CHASE OFFICE CENTER
4431 NORTH FRONT ST
HARRISBURG PA 17110
sdebroy@sasllp.com

MCDOWELL & ASSOCIATES PC

ATHERINE A MCDOWELL
520 SW SIXTH AVENUE, SUITE 830
PORTLAND OR 97204
katherine@mcd-law.com

NORTHWEST ECONOMIC RESEARCH INC

LON L PETERS
607 SE MANCHESTER PLACE
PORTLAND OR 97202
lpeters@pacifier.com

Waive Paper Service

NORTHWEST NATURAL GAS COMPANY

ELISA M LARSON
220 NW 2ND AVE
PORTLAND OR 97209
elisa.larson@nwnatural.com

NORTHWEST NATURAL GAS COMPANY

ALEX MILLER
220 NW SECOND AVE
PORTLAND OR 97209-3991
alex.miller@nwnatural.com

PACIFICORP
LAURA BEANE
825 MULTNOMAH STE 800
PORTLAND OR 97232-2153
laura.beane@pacificorp.com

**PORTLAND CITY OF - OFFICE OF
TRANSPORTATION**
RICHARD GRAY
1120 SW 5TH AVE RM 800
PORTLAND OR 97204
richard.gray@pdxtrans.org **Waive Paper Service**

**PORTLAND GENERAL ELECTRIC
RATES & REGULATORY AFFAIRS**
121 SW SALMON ST 1WTC0702
PORTLAND OR 97204
pge.opuc.filings@pgn.com

PRESTON GATES ELLIS LLP
HARVARD P SPIGAL 222 SW COLUMBIA ST
STE 1400
PORTLAND OR 97201-6632
hspigal@prestongates.com

SEMPRA GLOBAL
LINDA WRAZEN
101 ASH ST, HQ8C
SAN DIEGO CA 92101-3017
lwrazen@sempraglobal.com

**PORTLAND CITY OF - OFFICE OF CITY
ATTORNEY**
BENJAMIN WALTERS
1221 SW 4TH AVE - RM 430
PORTLAND OR 97204
bwalters@ci.portland.or.us **Waive Paper Service**

PORTLAND CITY OF ENERGY OFFICE
DAVID TOOZE
721 NW 9TH AVE -- SUITE 350
PORTLAND OR 97209-3447
dtooze@ci.portland.or.us **Waive Paper Service**

PORTLAND GENERAL ELECTRIC
DOUGLAS C TINGEY
121 SW SALMON 1WTC13
PORTLAND OR 97204
doug.tingey@pgn.com

SEMPRA GLOBAL
THEODORE E ROBERTS
101 ASH ST HQ 13D
SAN DIEGO CA 92101-3017
troberts@sempra.com

SMIGEL ANDERSON & SACKS
SCOTT H DEBROFF
RIVER CHASE OFFICE CENTER
4431 NORTH FRONT STREET
HARRISBURG PA 17110
sdebroy@sasllp.com

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UE 180/ UE 181/ UE 184

In the Matter of)
)
PORTLAND GENERAL ELECTRIC)
COMPANY)
)
Request for a General Rate Revision (UE 180),)
_____)

In the Matter of)
)
PORTLAND GENERAL ELECTRIC)
COMPANY)
)
Annual Adjustments to Schedule 125 (2007)
RVM Filing) (UE 181),)
_____)

STIPULATION REGARDING
SCHEDULE 76R ISSUES

In the Matter of)
)
PORTLAND GENERAL ELECTRIC)
COMPANY)
)
Request for a General Rate Revision relating to)
the Port Westward Plant (UE 184).)
_____)

This Stipulation (“Stipulation”) is among Portland General Electric Company (“PGE”), Staff of the Public Utility Commission of Oregon (“Staff”), and the Industrial Customers of Northwest Utilities (“ICNU”) (together, the “Stipulating Parties”).

I. INTRODUCTION

On March 15, 2006, PGE filed Advice No. 06-8 for a general rate revision to increase its retail rates. The filing was based on a projected test year of 2007 and was docketed as UE 180. The advice filing was suspended by the Commission, and on April 4, 2006, the Administrative Law Judge held a Prehearing Conference and established a procedural schedule. On April 24,

2006, PGE filed Advice No. 06-10, to reflect in rates the Port Westward generation plant when it comes into service for customers, currently anticipated to be March 2007. That filing was docketed as UE 184, and was also suspended by the Commission. Dockets UE 180, UE 184 and UE 181 (PGE's 2007 RVM filing), have all been consolidated.

ICNU filed direct and sur-rebuttal testimony regarding various issues related to partial requirements service under Schedule 76R. Staff also filed testimony addressing Schedule 76R. PGE responded to Staff's and ICNU's testimony with its own rebuttal and sur-surrebuttal testimony.

As a result of those settlement discussions, the Stipulating Parties have agreed to the terms set forth below to settle all issues raised in this proceeding involving Schedule 76R. The Stipulating Parties submit this Stipulation to the Oregon Public Utility Commission (the "Commission") and request that the Commission adopt an order in this docket implementing the following provisions.

II. TERMS OF STIPULATION

1. This Stipulation is entered to settle all issues raised in this docket regarding Schedule 76R.
2. Attached as Exhibit "A" to this Stipulation are revised tariff sheets for Schedule 76R. The attached revised Schedule 76R provides additional service and pricing options for partial requirements customers. The Stipulating Parties request that the Commission adopt and approve this revised Schedule 76R.
3. The Stipulating Parties agree that this Stipulation is in the public interest and will result in rates that are fair, just and reasonable.
4. This Stipulation does not limit a Stipulating Party's ability to propose to the Commission changes to Schedule 76R at any time after the schedule becomes effective.

5. The Stipulating Parties agree that this Stipulation represents a compromise in the positions of the parties. As such, conduct, statements, and documents disclosed in the negotiation of this Stipulation shall not be admissible as evidence in this or any other proceeding.

6. If this Stipulation is challenged by any other party to this proceeding, or any other party seeks a change in Schedule 76R (the economic replacement power tariff) that departs from the terms of this Stipulation, the Stipulating Parties reserve the right to cross-examine witnesses and put in such evidence as they deem appropriate to respond fully to the issues presented, including the right to raise issues that are incorporated in the settlements embodied in this Stipulation. Notwithstanding this reservation of rights, the Stipulating Parties agree that they will continue to support the Commission's adoption of the terms of this Stipulation.

7. If the Commission rejects all or any material part of this Stipulation, or adds any material condition to any final order which is not contemplated by this Stipulation, each Party reserves the right to withdraw from this Stipulation upon written notice to the Commission and the other Parties within five (5) business days of service of the final order that rejects this Stipulation or adds such material condition.

8. This Stipulation will be offered into the record in this proceeding as evidence pursuant to OAR § 860-14-0085. The Stipulating Parties agree to support this Stipulation throughout this proceeding and in any appeal, provide witnesses to sponsor this Stipulation at the hearing, and recommend that the Commission issue an order adopting the settlements contained herein. The Stipulating Parties also agree to cooperate in drafting and submitting the explanatory brief or written testimony required by OAR § 860-14-0085(4).

9. By entering into this Stipulation, no Party shall be deemed to have approved, admitted or consented to the facts, principles, methods or theories employed by any other Party in arriving at the terms of this Stipulation. Except as provided in this Stipulation, no Party shall

be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding.

10. This Stipulation may be signed in any number of counterparts, each of which will be an original for all purposes, but all of which taken together will constitute one and the same agreement.

DATED this 9th day of November, 2006.

/s/ Doug Tingey
PORTLAND GENERAL ELECTRIC COMPANY

/s/ Stephanie Andrus
STAFF OF THE PUBLIC UTILITY
COMMISSION OF OREGON

/s/ Irion A. Sanger
INDUSTRIAL CUSTOMERS OF
NORTHWEST UTILITIES

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UE 180/UE 181/UE 184

In the Matter of)
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PORTLAND GENERAL ELECTRIC)
COMPANY)
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Request for a General Rate Revision)
(UE 180),)
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In the Matter of)
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PORTLAND GENERAL ELECTRIC)
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Annual Adjustments to Schedule 125 (2007)
RVM Filing) (UE 181),)
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In the Matter of)
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PORTLAND GENERAL ELECTRIC)
COMPANY)
)
Request for a General Rate Revision relating)
to the Port Westward plant (UE 184).)
_____)

**JOINT EXPLANATORY BRIEF
IN SUPPORT OF THE STIPULATION REGARDING
ECONOMIC REPLACEMENT POWER TARIFF**

November 9, 2006

I. INTRODUCTION

This joint explanatory brief (“Explanatory Brief”) explains the stipulation (“Stipulation”) between Portland General Electric Company (“PGE”), the Staff of the Oregon Public Utility Commission (“Staff”), and the Industrial Customers of Northwest Utilities (“ICNU”) (collectively, the “Parties”), dated November 8, 2006. The parties submit this Explanatory Brief pursuant to OAR § 860-014-0085(4). Capitalized terms used in this Explanatory Brief have the meanings ascribed to them in this Explanatory Brief or in the Stipulation.

PGE currently provides economic replacement power (“ERP”) to partial requirements customers served under Schedule 75. ERP is provided pursuant to the terms of Schedule 76R. The terms of Schedule 76R have been a disputed issue in UE 180. Each of the Parties has submitted testimony in this Docket advocating for various changes to existing Schedule 76R. The Stipulation resolves all issues among the Parties related to Schedule 76R. The Stipulation requests that the Commission approve modifications to Schedule 76R, which are attached to the Stipulation as an Exhibit. The modifications implement two new options for ERP service and further define the terms of ERP service. The Parties agree that the Stipulation is in the public interest and will produce rates that are fair, just, and reasonable. Stipulation ¶ 3. The Stipulation also contains a number of provisions typically contained in stipulations filed with the Commission. Stipulation ¶¶ 6-10. The Parties respectfully request that the Commission adopt and approve the Stipulation and revised Schedule 76R.

An explanation of the specific settlement components of the Stipulation and Schedule 76R are presented below. The revised Schedule 76R provides additional

service and pricing options for partial requirements customers. The settlement of economic replacement power issues includes: 1) continuation, with certain modifications, of hourly or short notice economic replacement power; 2) addition of a daily economic replacement power option; 3) addition of a monthly economic replacement power option; and 4) revised imbalance energy settlement provisions.

II. DISCUSSION

1. Short Notice Economic Replacement Power

The revised Schedule 76R maintains, with slight modifications, the current hourly economic replacement power pricing option. A partial requirements customer must provide 90 minutes notice that the customer will use one or more hours of short notice economic replacement power. Pricing is based on an hourly rate consisting of the Dow Jones Mid-Columbia Hourly Price Index plus a 5% adder, wheeling and losses.

2. Daily Economic Replacement Power

The revised Schedule 76R includes a new daily economic replacement power option. A partial requirements customer must provide notice on the trading day immediately preceding the day of delivery between 6:00 a.m. and 6:15 a.m. that the customer is interested in purchasing daily economic replacement power. The customer will provide PGE with an Energy Needs Forecast (“ENF”) for the amount of power, the day or days of delivery, and the hours of delivery (heavy load hour, light load hour, or both). The price of power will be based on an energy price quote from PGE, plus a 5% adder, losses and wheeling. PGE and the customer will communicate to determine if PGE accepts or modifies the ENF and to determine if the customer will accept PGE’s energy price quote.

3. Monthly Economic Replacement Power

The revised Schedule 76R includes a new monthly economic replacement power option. A partial requirements customer must provide no less than seven (7) business days notice before the last trading day of the upcoming month. The customer will provide PGE with an ENF for the amount of power and the hours of delivery (heavy load hour, light load hour, or both). The price of power will be based on an energy price quote from PGE, plus a 5% adder, losses and wheeling. PGE and the customer will communicate to determine if PGE accepts or modifies the ENF and to determine if the customer will accept PGE's energy price quote.

4. Energy Imbalance Settlement

PGE will bill the Customer for the applicable economic replacement power energy charge times the hourly ENF amount. Deviations between the actual energy usage and the ENF will be dealt with under a new energy imbalance provision, which applies to all three economic replacement power options. Actual energy usage during times when economic replacement power deliveries are occurring will be the amount of energy above the customer's Schedule 75 Baseline Energy. Energy imbalances (the difference between Actual energy and the ENF) will be charged or credited to the customer for all applicable hours in which actual energy usage differs from the customer's ENF. For energy imbalances up to 7.5% of the hourly ENF, the imbalance settlement amount will be the Dow Jones Mid-Columbia Hourly Index plus wheeling and losses. For positive energy imbalances in excess of 7.5%, the customer shall pay the Dow Jones Mid-Columbia Hourly index, plus a 10% adder, wheeling and

losses. For negative energy imbalances in excess of 7.5%, the customer shall be credited the Dow Jones Mid-Columbia Hourly index, less 10%, plus wheeling and losses.

III. CONCLUSION

The Parties agree that the Stipulation and the revised Schedule 76R are in the public interest and will produce rates that are fair, just and reasonable. The Stipulation and revised Schedule 76R resolve the sole remaining partial requirements issue (economic replacement power tariffs) raised by ICNU in this docket. The Stipulation and revised Schedule 76R represent a compromise in the positions of the parties. In addition, the Parties agree that either Party may propose changes to Schedule 76R after Schedule 76R is approved by the Commission. For the reasons set forth above, the Parties request that the Commission approve the Stipulation and revised Schedule 76R.

DATED this 9th day of November, 2006.

PORTLAND GENERAL ELECTRIC
COMPANY

/s/ Doug Tingey

INDUSTRIAL CUSTOMERS OF
NORTHWEST UTILITIES

/s/ Irion A. Sanger

STAFF OF THE PUBLIC UTILITY
OF COMMISSION OF OREGON

/s/ Stephanie Andrus

**SCHEDULE 76R
PARTIAL REQUIREMENTS
ECONOMIC REPLACEMENT POWER RIDER**

PURPOSE

To provide Customers served on Schedule 75 with the option of purchasing Energy from the Company to replace some, or all, of the Customer's on-site generation when the Customer deems it is more economically beneficial than self generating.

AVAILABLE

In all territory served by the Company.

APPLICABLE

To Large Nonresidential Customers served on Schedule 75.

MONTHLY RATE

The following charges are in addition to applicable charges under Schedule 75:

Transmission and Related Services Charge

per kW of Daily Economic Replacement Power (ERP)
On-Peak Demand per day \$0.026

Daily ERP Demand Charge

	<u>Delivery Voltage</u>	
	<u>Secondary and Primary</u>	<u>Subtransmission</u>
per kW of Daily ERP Demand during On-Peak hours per day*	\$0.095	\$0.050

System Usage Charge

per kWh of ERP 0.178 ¢

Transaction Fee

per Energy Needs Forecast (ENF) \$50.00

Energy Charge**

per kWh of ERP See below for ERP Pricing

* Peak hours (also called heavy load hours "HLH") are between 6:00 a.m. and 10:00 p.m. Monday through Saturday. Off-peak hours (also called light load hours "LLH") are between 10:00 p.m. and 6:00 a.m. Monday through Saturday and all day Sunday.

** See Schedule 100 for applicable adjustments.

SCHEDULE 76R (Continued)

ENERGY NEEDS FORECAST (ENF) AND ECONOMIC REPLACEMENT POWER (ERP)

Economic Replacement Power (ERP) is Electricity supplied by the Company to meet an Energy Needs Forecast (ENF). The ENF specifies the amount of Electricity in mWh for each hour that ERP is requested to serve some or all of the Customer's load normally supplied by the Customer's generation (amounts in excess of the Baseline Energy under Schedule 75) pursuant to the requirements of the applicable ERP Supply Option.

Each ENF will be based on the Customer's expected Energy requirements and the Customer will use best efforts to conform Actual Energy usage to the ENF and utilize Energy imbalances to the minimum extent reasonably possible.

The ENF will specify the expected ERP needed by hour. The Customer will deliver the ENF to the Company in accordance with Company procedures. The Company will inform the Customer as to the availability of ERP at the time of the ENF request. The Company can choose to provide all or a portion of the ENF and will inform the Customer of any such adjustment to the submitted ENF. Customer acceptance of such modification of the ENF by the Company will be confirmed within 15 minutes of the proposed ENF revision by the Company. If the Company does not inform the Customer that it is modifying the submitted ENF within 30 minutes of receipt of the ENF, the ENF will be deemed accepted by the Company.

The Customer may utilize only one of the ERP supply options on any day.

ERP Supply Options

Each request for ERP will originate from the requesting Customer and requires an ENF from the customer. At the time of an ENF submittal, Customer must designate which of the available ERP pricing options the ENF applies to for purposes of pricing and price quotes. Customer is solely responsible for the accuracy of an ENF and the acceptance or rejection of a price quote.

ENF Options for ERP

Short Notice ENF: The Customer must provide the ENF to the Company a minimum of 90 minutes prior to the first hour that Short-Notice ERP is requested.

Daily ENF: At the Customer's option, between 0600 and 0615 of a Pre-Schedule Day, the customer will communicate with PGE in an agreed-to manner the customer's interest in purchasing ERP power for delivery the next day or days (as required by the daily day-ahead pre-scheduling protocols of Western Electricity Coordinating Council ("WECC")). Customer will at this time provide the Company with the Energy Needs Forecast (ENF) for HLH or LLH or both for the day or days of delivery. The ENF may differentiate between HLH and LLH hours but will be a flat (constant) MW amount for the each HLH or LLH or both.

Monthly ENF: Not less than 7 business days prior to the last trading day for the upcoming quote month, the customer may submit an ENF for the next month. The ENF may be differentiated into HLH or LLH for the entire month.

SCHEDULE 76R (Continued)

ENF AND ERP (Continued)
ERP Supply Options (Continued)
ENF Options for ERP (Continued)

The Daily ENF pre-scheduling protocols will conform to the standard practices, applicable definitions, requirements and schedules of the WECC. Pre-Schedule Day means the trading day immediately preceding the day of delivery consistent with WECC practices for Saturday, Sunday, Monday or holiday deliveries.

ERP Pricing

The following ERP Energy Charges are applied to the applicable hourly ENF and summed for the hours for the monthly billing:

Short-Notice ERP: The Short Notice ERP Energy Charge will be an Hourly Rate consisting of the Dow Jones Mid-Columbia Hourly Price Index (DJ-Mid-C Hourly Index) plus a 5% adder, which will not be less than 0.15¢ per kWh, plus 0.236¢ per kWh for wheeling, plus losses. If prices are not reported for a particular hour or hours, the average of the immediately preceding and following reported hours' prices within on- or off-peak periods, as applicable, will determine the price for the non-reported period. Prices reported with no transaction volume or as survey-based will be considered reported.

Daily ERP: The Daily ERP Energy Charge will be determined in accordance with a commodity energy price quote from the Company accepted by the Customer plus a 5% adder, which will not be less than 0.15¢ per kWh, plus 0.236¢ per kWh for wheeling, plus losses. Customer will communicate with PGE between hour 0615 and 0625 to receive the PGE commodity energy price quote based on the customer's submitted ENF for the day of delivery. Customer will state acceptance of quote within 5 minutes of receipt of quote from the Company. The quote may incorporate reasonable premiums to reflect the additional cost of ENF amounts that are in nonstandard block sizes (i.e., other than multiples of 25 MW) and such premium will not be separately stated. The methods to communicate and the times to receive information and quotes may be adjusted with mutual written agreement of the parties. Failure to accept a quote in the stated time is deemed to mean the quote is rejected and the transaction will not take place.

Monthly ERP: The Monthly ERP Energy Charge will be determined in accordance with a price quote accepted by the Customer plus a 5% adder, which will not be less than 0.15¢ per kWh, plus 0.236¢ per kWh for wheeling, plus losses. At customer request and based on the submitted Monthly ENF, the Company will provide a price quote for the next full calendar month for the ENF commodity energy only amount specified by the customer at the time of the request. The Company will respond to the request with a quote within 4 hours or as otherwise mutually agreed to. Customer will accept or reject the quote within 30 minutes. Customer communication regarding a price quote will be in the manner agreed to by the Company and the Customer. The quote may incorporate reasonable premiums to reflect the additional cost of ENF amounts that are in nonstandard block sizes (i.e., other than multiples of 25 MW) and such premium will not be separately stated.

SCHEDULE 76R (Continued)

ENF AND ERP (Continued)
ERP Supply Options (Continued)
ERP Pricing Continued)

The methods to communicate and the times to receive information and quotes may be adjusted with mutual written agreement of the parties. Failure to accept a quote in the stated time is deemed to mean the quote is rejected and the transaction will not take place.

On-peak hours (Heavy Load Hours, HLH) are between 6:00 a.m. and 10:00 p.m. PPT (hours ending 0700 through 2200), Monday through Saturday. Off-peak hours (Light Load Hours, LLH) are between 10:00 p.m. and 6:00 a.m. Monday through Saturday and all hours Sunday.

Losses will be included by multiplying the ERP Charge by the following adjustment factors:

Subtransmission Delivery Voltage	1.0337
Primary Delivery Voltage	1.0488
Secondary Delivery Voltage	1.0834

ACTUAL ENERGY USAGE

Actual Energy usage during times when ERP deliveries are occurring will be the amount of Energy above the Customer's Schedule 75 Baseline Energy.

IMBALANCE ENERGY SETTLEMENT

Imbalance Settlement Amounts are bill credits or charges resulting from hourly Imbalance Energy multiplied by the applicable hourly Settlement Price and summed for all hours in the billing period. Imbalance Energy is the kWh amount determined hourly as the deviation between Actual Energy for such hour and the ENF for such hour (i.e., Imbalance Energy = Actual Energy less ENF).

For any Imbalance Energy in any hour up to 7.5% of the hourly ENF (positive or negative amount), the Imbalance Settlement Amount for the hour is:

- For positive Imbalance Energy (where Customer receives more ERP than the ENF), the Imbalance Energy multiplied by the Settlement Price of the Dow Jones Mid-Columbia Hourly Price Index (DJ-Mid-C Hourly Index), plus 0.236¢ per kWh for wheeling, plus losses.
- For negative Imbalance Energy (where Customer receives less ERP than the ENF), the Imbalance Energy is multiplied by the Settlement Price of the DJ-Mid-C Hourly Index plus 0.236¢ per kWh for wheeling, plus losses.

SCHEDULE 76R (Continued)

IMBALANCE ENERGY SETTLEMENT (Continued)

For any Imbalance Energy in any hour in excess of 7.5% of the hourly ENF (positive or negative amount), the Imbalance Settlement Amount for the hour is:

- For positive excess Imbalance Energy, the excess Imbalance Energy multiplied by the Settlement Price, which is the Dow Jones Mid-Columbia Hourly Price Index (DJ-Mid-C Hourly Index), plus 10%, plus 0.236¢ per kWh for wheeling, plus losses.
- For negative excess Imbalance Energy, the excess Energy Imbalance is multiplied by the Settlement Price of the DJ-Mid-C Hourly Index, less 10%, plus 0.236¢ per kWh for wheeling, plus losses.

The Imbalance Settlement Amount may be a credit or charge in any hour.

DAILY ERP DEMAND

Daily ERP Demand is the highest 30 minute Demand occurring during the days that the Company supplies ERP to the Customer less the sum of the Customer's Schedule 75 Baseline Demand and any Unscheduled Demand. Daily ERP Demand will not be less than zero. Daily ERP Demand will be billed for each day in the month that the Company supplies ERP to the Customer.

If the sum of the Customer's Unscheduled and Schedule 75 Baseline Demand exceeds their Daily ERP Demand, no additional Daily Demand charges are applied to the service under this schedule for the applicable Billing Period.

UNSCHEDULED DEMAND

Unscheduled Demand is the difference in the highest 30 minute monthly Demand and the Customer's Baseline occurring when the Customer did not receive ERP.

ADJUSTMENTS

Service under this rider is subject to all adjustments as summarized in Schedule 100, except for: 1) any power cost adjustment recovery based on costs incurred while the Customer is taking Service under this schedule, and 2) Schedule 128.

SPECIAL CONDITIONS

1. Prior to receiving service under this schedule, the Customer and the Company must enter into a written agreement governing the terms and conditions of service.
2. Service under this schedule applies only to prescheduled ERP supplied by the Company pursuant to this schedule and the corresponding agreement. All other Energy supplied will be made under the terms of Schedule 75. All notice provisions of this schedule and agreement must be complied with for delivery of Energy. The Customer is required to maintain Schedule 75 service unless otherwise agreed to by the Company.

SCHEDULE 76R (Concluded)

SPECIAL CONDITIONS (Continued)

3. All charges and requirements of Schedule 75 will apply except as provided for under this schedule.
4. ERP supplied will not be resold.
5. The Company may interrupt ERP due to transmission constraints.
6. The Customer must notify the Company's Merchant Power Operations, at a specified phone number, as soon as practical of otherwise unplanned load deviations greater than five MW that are expected to last one hour or longer.
7. If Customer is unable to use or accept delivery of ERP due to circumstances beyond its control, the difference between Actual Energy and the ENF shall be treated as Imbalance Energy.
8. Upon mutual agreement between the Company and Customer, the otherwise applicable Schedule 75 monthly Basic and Facility Capacity Charges will be replaced by a flat monthly Basic and Facility Capacity Charge billed under this schedule. The flat monthly Basic and Facility Capacity Charge will be set to maximize the economic value of sales under this schedule.
9. The Company is not responsible for providing market information to Customer.
10. The Company has no obligation to provide the Customer with ERP except as explicitly agreed to by both parties.
11. Each day of flow will begin at the hour ending 0100 and end at the 2400 hour under Pacific Prevailing Time (Pacific Standard Time or Pacific Daylight Time).