

Appendix E-4 PSH Documents

TOLLING AGREEMENT TERM SHEET

Physical Tolling Transaction Term Sheet	
Seller	[ENTER COUNTERPARTY NAME]
Contact Name	
Phone Number	
Email	
Buyer	PacifiCorp
Description	Seller shall sell and Buyer shall purchase the Product, as delivered to the Point of Interconnection, for the Term
Facility	Describe facility, size, technology, and location ("Facility")
Start Date	Hour Ending ("HE") 0100 Pacific Prevailing Time ("PPT") on [ENTER DATE]
End Date	HE 2400 PPT on [ENTER DATE: no later than 25 years from Start Date]
Term Length	Term must be less than or equal to 25 years
Delivery Term(s)	January through December
Availability Term	Please specify: All Hours, Standard On Peak (6X16), Standard Off Peak (6X8, Sundays/Holidays), Super-Peak, or other
Planned Maintenance	Planned maintenance for the Facility during the term by mutual agreement
Pre-scheduling	Pre-scheduling will be pursuant to the WECC ISAS daily pre-scheduling calendar and the WECC Business Practices
Plant Capacity	[ENTER #] MW
Contract Quantity	[ENTER #] MW – [ENTER PERCENTAGE] of the Plant and 100% of the Facility
Product	A physical toll of the Facility. Buyer may at any time and from time to time, as provided herein, dispatch the Facility at its discretion in accordance with the Operating Limitations outlined below. Buyer will be responsible for all procurement and costs associated with fuel, fuel transportation and VOM during the Term of this transaction
Dispatch Notice	Buyer shall have the right to dispatch any or all of the Facility's [Turbines], [SPECIFY TIME PERIOD, INCLUDING NUMBER OF DAYS AND NUMBER OF DAYS PER WEEK], by providing a Dispatch Notice on a preschedule basis and subsequent Dispatch Notices in real time via electronic mail and confirmed via telephone. Dispatch notices shall be effective unless and until Buyer modifies such Dispatch Notice by providing Seller with an updated Dispatched Notice. Updated Dispatch Notices may be provided telephonically if necessary and shall be promptly documented by the Buyer via electronic mail utilizing the Dispatch Notice form
Availability Notice	Not later than 5:00 AM PPT on each Preschedule Day Seller shall, using an Availability Notice, provide Buyer with an hourly schedule of the expected availability of the [Turbines] for each hour of the schedule day. Availability Notices shall be provided by electronic mail and shall be effective unless and until Seller modifies such Availability Notice by providing Buyer with an updated Availability Notice. Updated Availability Notices may be provided via electronic mail or telephonically
Guaranteed Availability	[_] % of [] MW (Plant Capacity)

Physical Tolling Transaction Term Sheet	
Capacity Charge	[ENTER ONE OR MORE TIMEFRAME AND PRICES] From [DATE] through [DATE]: \$[X.XX] / kW-mo
Variable O&M Cost	\$[XX.XX] per [Dispatched] [Hour] per [Turbine]
Run Hour Charge	[\$] per [Turbine] Run Hour, for the Authorized Run Hour Starts
Fixed Start Charge	[\$] charge per Unit start authorized by Buyer
[DISPATCHED] Hour	Number of minutes each [Turbine] is dispatched to generate electricity divided by 60. For example, one [Turbine] dispatched for 75 minutes is 1.25 Fired Hours
Misc. Energy Charges	Emission charges, taxes, etc. are the responsibility of the Seller
Imbalance Penalties	The Buyer and the Seller shall use commercially reasonable efforts to avoid the imposition of any generation, electric transmission, or fuel supply imbalance charges. If Buyer or Seller receives an invoice that includes imbalance charges, the Parties shall determine the validity as well as the cause of such imbalance charges. The Party that caused the imbalance charges shall pay or reimburse the other Party for such imbalance charges
Monthly Capacity Payment	Monthly Capacity Payment equals Capacity Charge multiplied by Contract Capacity, multiplied by 1,000. Buyer will pay the Monthly Capacity Charge to Seller on a monthly basis
Monthly Payment	The Monthly Payment shall equal the sum of (i) the Monthly Capacity Payment, (ii) the monthly VOM Payment, (iii) if applicable, the Station Service Payment. The first Monthly Payment of each calendar year shall also include the Availability Refund, if applicable, from the previous calendar year
Point of Interconnection	The [ENTER POINT OF INTERCONNECTION DESCRIPTION, "high side of busbar at specific substation" for example] (currently the OASIS point-of-receipt called [ENTER OASIS POINT-OF-RECEIPT])
Transmission	If applicable Seller shall make application for Transmission Service from the Facility's [busbar] on the appropriate Transmission System as a Designated Resource with the appropriate transmission provider for the Contract Quantity, in accordance with that transmission provider's requirement
Operating Limitations	Fuel: [DESIGNATE BUYER OR SELLER] will deliver all of the fuel required to meet its Dispatch Notices, including fuel used for start-up Start-Up Notification: Minimum: [ENTER #] minutes Maximum: [ENTER #] minutes Fast Start per Contract Year: Parties will agree on a day ahead basis and use best efforts to provide ([ENTER #] minutes to full load from notification) per contract year Minimum Run Tim: [ENTER #] hour Maximum Starts per Day per [Turbine]: [ENTER #] Minimum Load per [Turbine]: [ENTER #] MW