

POWER PURCHASE AGREEMENT

BETWEEN

DOUGLAS COUNTY

**[an existing Firm Qualifying Facility with 10,000 kW Facility Capacity Rating, or Less
and not an Intermittent Resource]**

AND

PACIFICORP

Section 1: Definitions	2
Section 2: Term; Effective Date	6
Section 3: Representations and Warranties.....	6
Section 4: Delivery of Power.....	9
Section 5: Purchase Prices	11
Section 6: Operation and Control	12
Section 7: Fuel/Motive Force.....	13
Section 8: Metering.....	13
Section 9: Billings, Computations, and Payments	14
Section 10: Security	14
Section 11: Defaults and Remedies	17
Section 12: Indemnification and Liability	19
Section 13: Insurance (<i>Facilities over 200kW only</i>)	20
Section 14: Force Majeure	21
Section 15: Several Obligations.....	21
Section 16: Choice of Law.....	22
Section 17: Partial Invalidity	22
Section 18: Waiver.....	22
Section 19: Governmental Jurisdictions and Authorizations.....	22
Section 20: Repeal of PURPA	22
Section 21: Successors and Assigns	22
Section 22: Entire Agreement.....	23
Section 23: Notices	23

EXHIBIT A:	DESCRIPTION OF SELLER'S FACILITY
EXHIBIT B:	SELLER'S INTERCONNECTION FACILITIES
EXHIBIT C:	REQUIRED FACILITY DOCUMENTS
EXHIBIT D-1:	SELLER'S MOTIVE FORCE PLAN
EXHIBIT D-2:	ENGINEER'S CERTIFICATION OF MOTIVE FORCE PLAN
EXHIBIT E:	SELLER AUTHORIZATION TO RELEASE GENERATION DATA TO PACIFICORP
EXHIBIT F:	STANDARD AVOIDED COST RATES SCHEDULE AND PRICING SUMMARY TABLE
EXHIBIT G:	GREEN TAG ATTESTATION AND BILL OF SALE

POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT ("Agreement"), entered into this 10th day of August 2022, is between Douglas County, "**Seller**" and PacifiCorp (d/b/a Pacific Power & Light Company), an Oregon corporation acting in its regulated utility capacity, "**PacifiCorp**." (Seller and PacifiCorp are referred to individually as a "**Party**" or collectively as the "**Parties**").

RECITALS

A. Seller owns, operates and maintains a hydroelectric facility for the generation of electric power, including interconnection facilities, located at the Galesville Dam on Cow Creek, eight miles east of Azalea, in Douglas County, Oregon with a Facility Capacity Rating of 1,900 - kilowatts (kW) but limited by its Generation Interconnection Agreement at the point of interconnection to 800 kW as further described in **Exhibit A** and **Exhibit B** ("**Facility**"); and

B. The Parties desire to enter into this Agreement to replace in its entirety the power purchase agreement dated September 1, 1982 and further amended August 9, 1989 and November 18, 2021 (the "PPA"), which terminates on April 15, 2022; and

C. Seller intends to continue to deliver Net Output under this Agreement; and

D. Seller intends to commence delivery of Net Output under this Agreement on August 15, 2022 ("**Commencement Date**"); and

E. Seller intends to continue to operate the Facility as a Qualifying Facility, and is deemed to have established commercial operation under the previous PPA; and

F. Seller estimates that the average annual Net Energy to be delivered by the Facility to PacifiCorp is 4,128,547 kilowatt-hours (kWh), which amount of energy PacifiCorp will include in its resource planning; and

G. Seller shall sell all Net Output to PacifiCorp and purchase its full electric requirements from PacifiCorp or another electric service, in accordance with the terms and conditions of this Agreement; and

H. This Agreement is a "New QF Contract" under the PacifiCorp Inter-Jurisdictional Cost Allocation Revised Protocol in effect on the Effective Date.

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**” shall be a supplement to **Exhibit A** and **Exhibit B**, provided by Seller following completion of construction on the Facility, describing the Facility as actually built.

1.2 “**Average Annual Generation**” shall have the meaning set forth in Section 4.2.

1.3 “**Billing Period**” means, unless otherwise agreed to, the time period between PacifiCorp's consecutive readings of its power purchase billing meter at the Facility in the normal course of PacifiCorp's business. Such periods typically range between twenty-seven (27) and thirty-four (34) days and may not coincide with calendar months.

1.4 “**CAMD**” means the Clean Air Markets Division of the Environmental Protection Agency or successor administrator, or any state or federal entity given jurisdiction over a program involving transferability of Green Tags.

1.5 “**Commencement Date**” shall have the meaning set forth in Recital D.

1.6 “**Commission**” means the Public Utility Commission of Oregon.

1.7 “**Contract Price**” means the applicable price for capacity or energy, or both capacity and energy, stated in Sections 5.1, 5.2, and 5.3.

1.8 “**Contract Year**” means a twelve (12) month period commencing at 00:00 hours Pacific Prevailing Time (“PPT”) on January 1 and ending on 24:00 hours PPT on December 31; *provided, however*, that the first Contract Year shall commence on the Effective Date and end on the next succeeding December 31, and the last Contract Year shall end on the Termination Date.

1.9 “**Credit Requirements**” means a long-term credit rating (corporate or long-term senior unsecured debt) of (1) “Baa3” or greater by Moody’s, or (2) “BBB-” or greater by S&P, or such other indicia of creditworthiness acceptable to PacifiCorp in its reasonable judgment.

1.10 “**Default Security**”, unless otherwise agreed to by the Parties in writing, means the amount of either a Letter of Credit or cash placed in an escrow account sufficient to replace twelve (12) average months of replacement power costs over the term of this Agreement, and shall be calculated by taking the average, over the term of this Agreement, of the positive difference between (a) the monthly forward power prices at **Mid-Columbia (Mid-C)** (as determined by PacifiCorp in good faith using information from a commercially reasonable independent source), multiplied by 110%, minus (b) the average of the Fixed Avoided Cost Prices specified in the Standard Avoided Cost Rates Schedule, and multiplying such difference by (c) the Minimum

Annual Delivery; provided, however, the amount of Default Security shall in no event be less than the amount equal to the payments PacifiCorp would make for three (3) average months based on Seller's average monthly volume over the term of this Agreement and utilizing the average Fixed Avoided Cost Prices specified in the Standard Avoided Cost Rates Schedule. Such amount shall be fixed at the Effective Date of this Agreement.

1.11 **"Effective Date"** shall have the meaning set forth in Section 2.1.

1.12 **"Energy Delivery Schedule"** shall have the meaning set forth in Section 4.5.

1.13 **"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.

1.14 **"Excess Output"** shall mean any increment of Net Output delivered at a rate, on an hourly basis, exceeding the Facility Capacity Rating.

1.15 **"Facility"** shall have the meaning set forth in Recital A.

1.16 **"Facility Capacity Rating"** means the sum of the Nameplate Capacity Ratings for all generators comprising the Facility.

1.17 **"FERC"** means the Federal Energy Regulatory Commission, or its successor.

1.18 **"Generation Interconnection Agreement"** means the generation interconnection agreement to be entered into separately between Seller and PacifiCorp's transmission or distribution department, as applicable, providing for the construction, operation, and maintenance of PacifiCorp's interconnection facilities required to accommodate deliveries of Seller's Net Output if the Facility is to be interconnected directly with PacifiCorp rather than another electric utility.

1.19 **"Green Tags"** means (1) the Environmental Attributes associated with all Net Output, together with (2) all WREGIS Certificates; and (3) the Green Tag Reporting Rights associated with such energy, Environmental Attributes and WREGIS Certificates, however commercially transferred or traded under any or other product names, such as "Renewable Energy Credits," "Green-e Certified", or otherwise. One (1) Green Tag represents the Environmental Attributes made available by the generation of one (1) MWh of energy from the Facility. Provided however, that "Green Tags" 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.

1.20 **“Green Tag Reporting Rights”** means the exclusive right of a purchaser of Green Tags to report exclusive ownership of Green Tags in compliance with federal or state law, if applicable, and to federal or state agencies or other parties at such purchaser's discretion, and include reporting under Section 1605(b) of the Energy Policy Act of 1992, or under any present or future domestic, international, or foreign emissions trading program or renewable portfolio standard.

1.21 **“Letter of Credit”** means an irrevocable standby letter of credit, from an institution that has a long-term senior unsecured debt rating of “A” or greater from S&P or “A2” or greater from Moody’s, in a form reasonably acceptable to PacifiCorp, naming PacifiCorp as the party entitled to demand payment and present draw requests thereunder.

1.22 **“Licensed Professional Engineer”** means a person acceptable to PacifiCorp in its reasonable judgment who is licensed to practice engineering in the state of Oregon, 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.

1.23 **“Material Adverse Change”** means the occurrence of any event of default under any material agreement to which Seller is a party and of any other development, financial or otherwise, which would have a material adverse effect on Seller, the Facility or Seller’s ability to operate, maintain or own the Facility as provided in this Agreement

1.24 **“Maximum Annual Delivery”** shall have the meaning set forth in Section 4.3.

1.25 **“Minimum Annual Delivery”** shall have the meaning set forth in Section 4.3.

1.26 **“Nameplate Capacity Rating”** means the full-load electrical quantities assigned by the designer to a generator and its prime mover or other piece of electrical equipment, such as transformers and circuit breakers, under standardized conditions, expressed in amperes, kilovolt-amperes, kilowatts, volts, or other appropriate units. Usually indicated on a nameplate attached to the individual machine or device.

1.27 **“Net Energy”** means the energy component, in kWh, of Net Output.

1.28 **“Net Output”** means all energy and capacity produced by the Facility, less station use and less transformation and transmission losses and other adjustments (e.g., Seller’s load other than station use), if any. For purposes of calculating payment under this Agreement, Net Output of energy shall be the amount of energy flowing through the Point of Delivery.

1.29 **“Net Replacement Power Costs”** shall have the meaning set forth in Section 11.4.1.

1.30 **“Off-Peak Hours”** means all hours of the week that are not On-Peak Hours.

1.31 **“On-Peak Hours”** means the hours between 6 a.m. Pacific Prevailing Time (“PPT”) and 10 p.m. PPT, Mondays through Saturdays, excluding all hours occurring on holidays as provided in the Standard Avoided Cost Rates Schedule.

1.32 **“Point of Delivery”** means the high side of the Seller’s step-up transformer(s) located at the point of interconnection between the Facility and PacifiCorp’s distribution/transmission system, or as otherwise specified in the Generation Interconnection Agreement, or, if the Facility is not interconnected directly with PacifiCorp, the point at which another utility will deliver the Net Output to PacifiCorp as specified in **Exhibit B**.

1.33 **“Prime Rate”** means the publicly announced prime 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 for commercial loans in effect from time to time quoted by a bank with \$10 billion or more in assets in New York City, New York, selected by the Party to whom interest based on the Prime Rate is being paid.

1.34 **“Prudent Electrical Practices”** means any of the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry or any of the practices, methods or acts, which, in the exercise of reasonable judgment in the light of the facts known at the time a decision is made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Prudent Electrical Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts.

1.35 **“QF”** means **“Qualifying Facility,”** as that term is defined in the FERC regulations (codified at 18 CFR Part 292) in effect on the Effective Date.

1.36 **“Renewable Resource Deficiency Period”** means the period from January 1, 2024 through the Termination Date.

1.37 **“Renewable Resource Sufficiency Period”** means the period from Commencement Date through December 31, 2023.

1.38 **“Replacement Price”** means the price at which PacifiCorp, acting in a commercially reasonable manner, purchases for delivery at the Point of Delivery a replacement for any Net Output that Seller is required to deliver under this Agreement plus (i) costs reasonably incurred by PacifiCorp in purchasing such replacement Net Output, and (ii) additional transmission charges, if any, reasonably incurred by PacifiCorp in causing replacement energy to be delivered to the Point of Delivery. If PacifiCorp elects not to make such a purchase, the Replacement Price shall be the market price at the Mid-Columbia trading hub for such energy not delivered, plus any additional cost or expense incurred as a result of Seller’s failure to deliver, as determined by PacifiCorp in a commercially reasonable manner (but not including any penalties, ratcheted demand or similar charges).

1.39 **“Required Facility Documents”** means all licenses, permits, authorizations, and agreements, including a Generation Interconnection Agreement or equivalent, necessary for

operation, and maintenance of the Facility consistent with the terms of this Agreement and requested in writing by PacifiCorp, including without limitation those set forth in **Exhibit C**.

1.40 “**Standard Avoided Cost Rates Schedule**” means the Commission-approved Standard Avoided Cost Rates Schedule of Pacific Power & Light, providing pricing options for Base Load and Wind Qualifying Facilities of 10,000 kW or less, or Fixed and Tracking Solar Qualifying Facilities of 3,000 kW or less, which is in effect on the Effective Date of this Agreement. A copy of that Standard Avoided Cost Rates Schedule is attached as **Exhibit F**.

1.41 “**Termination Date**” shall have the meaning set forth in Section 2.4.

1.42 “**WREGIS**” means the Western Renewable Energy Generation Information System or successor organization in case WREGIS is ever replaced.

1.43 “**WREGIS Certificate**” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules dated July 15, 2013.

1.44 “**WREGIS Operating Rules**” means the operating rules and requirements adopted by WREGIS, dated July 15, 2013.

Section 2: **TERM; EFFECTIVE DATE**

2.1 This Agreement shall become effective on the date it is executed by both Parties (“**Effective Date**”).

2.2 By the Commencement Date, Seller shall provide PacifiCorp with a copy of an executed Generation Interconnection Agreement, which shall be consistent with all material terms and requirements of this Agreement (b) the Required Facility Documents, as applicable, and (c) an executed copy of **Exhibit E** – Seller’s Authorization to Release Generation Data to PacifiCorp.

2.3 By Commencement Date, Seller shall provide Default Security required under Sections 10.1 or 10.2, as applicable.

2.4 Except as otherwise provided herein, this Agreement shall terminate on December 31, 2034 (“**Termination Date**”).

Section 3: **REPRESENTATIONS AND WARRANTIES**

3.1 PacifiCorp represents, covenants, and warrants to Seller that:

3.1.1 PacifiCorp is duly organized and validly existing under the laws of the State of Oregon.

3.1.2 PacifiCorp has the requisite corporate power and authority to enter into this Agreement and to perform according to the terms of this Agreement.

- 3.1.3 PacifiCorp has taken all corporate actions required to be taken by it to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.
 - 3.1.4 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 PacifiCorp or any valid order of any court, or any regulatory agency or other body having authority to which PacifiCorp is subject.
 - 3.1.5 This Agreement is a valid and legally binding obligation of PacifiCorp, enforceable against PacifiCorp in accordance with its terms (except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies and except as the enforceability of this Agreement may be subject to general principles of equity, whether or not such enforceability is considered in a proceeding at equity or in law).
- 3.2 Seller represents, covenants, and warrants to PacifiCorp that:
- 3.2.1 Seller is a political subdivision of the State of Oregon.
 - 3.2.2 Seller has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof, including all required regulatory authority to make wholesale sales from the Facility.
 - 3.2.3 Seller has taken all actions required to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.
 - 3.2.4 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.
 - 3.2.5 This Agreement is a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms (except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies and except as the enforceability of this Agreement may be subject to general principles of equity, whether or not such enforceability is considered in a proceeding at equity or in law).
 - 3.2.6 The Facility is and shall for the term of this Agreement continue to be a QF, and Seller will operate the Facility in a manner consistent with its FERC QF certification. Seller has provided to PacifiCorp the appropriate QF

certification (which may include a FERC self-certification) prior to PacifiCorp's execution of this Agreement. At any time during the term of this Agreement, PacifiCorp may require Seller to provide PacifiCorp with evidence satisfactory to PacifiCorp in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements and, if PacifiCorp is not satisfied that the Facility qualifies for such status, a written legal opinion from an attorney who is (a) in good standing in the state of Oregon, and (b) who has no economic relationship, association or nexus with the Seller or the Facility, stating that the Facility is a QF and providing sufficient proof (including copies of all documents and data as PacifiCorp may request) demonstrating that Seller has maintained and will continue to maintain the Facility as a QF.

3.2.7 Compliance with Ownership Requirements in Commission Proceedings No. UM 1129 and UM 1610. Seller will not make any changes in its ownership, control, or management during the term of this Agreement that would cause it to not be in compliance with the definition of a Small Cogeneration Facility or Small Power Production Facility provided in PacifiCorp's Standard Avoided Cost Rates Schedule approved by the Commission at the time this Agreement is executed. Seller will provide, upon request by PacifiCorp not more frequently than every 36 months, such documentation and information as reasonably may be required to establish Seller's continued compliance with such Definition. PacifiCorp 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 PacifiCorp will provide all such confidential information the Public Utility Commission of Oregon upon the Commission's request. These ownership requirements, as well as the dispute resolution provision governing any disputes over a QF's entitlement to the standard rates and standard contract with respect to the requirements, are detailed in Standard Avoided Cost Rates Schedule.

3.2.8 Additional Seller Creditworthiness Warranties. Seller need not post security under Section 10 for PacifiCorp's benefit in the event of Seller default, provided that Seller warrants all of the following:

- (a) The Seller has not within the past two (2) years been the debtor in any bankruptcy proceeding; is able to pay its bills in the ordinary course of its business; or is not the subject of any legal or regulatory action, the result of which could reasonably be expected to impair Seller's ability to own and operate the Facility in accordance with the terms of this Agreement.
- (b) Seller has not at any time defaulted in any of its payment obligations for electricity purchased from PacifiCorp.
- (c) Seller is not in default under any of its other agreements and is current on all of its financial obligations, including construction related financial obligations.

- (d) Seller owns, and will continue to own for the term of this Agreement, all right, title and interest in and to the Facility, free and clear of all liens and encumbrances other than liens and encumbrances related to third-party financing of the Facility.
- (e) **[Applicable only to Seller's with a Facility having a Facility Capacity Rating greater than 3,000 kW]** Seller meets the Credit Requirements.

Seller hereby declares (Seller initial one only):

 X Seller affirms and adopts all warranties of this Section 3.2.8, and therefore is not required to post security under Section 10; or

 Seller does not affirm and adopt all warranties of this Section 3.2.8, and therefore Seller elects to post the security specified in Section 10.

3.3 Notice. If at any time during this Agreement, any Party obtains actual knowledge of any event or information which would have caused any of the representations and warranties in this Section 3 to have been materially untrue or misleading when made, such Party shall provide the other Party with written notice of the event or information, the representations and warranties affected, and the action, if any, which such Party intends to take to make the representations and warranties true and correct. The notice required pursuant to this Section shall be given as soon as practicable after the occurrence of each such event.

Section 4: **DELIVERY OF POWER**

4.1 Commencing on the Commencement Date, unless otherwise provided herein, Seller will sell and PacifiCorp will purchase (a) all Net Output from the Facility delivered to the Point of Delivery and (b) all Green Tags associated with the output or otherwise resulting from the generation of energy by the Facility (which shall come from the Facility and from no other source), for the periods during which the Green Tags are required to be transferred to PacifiCorp under the terms of Section 5.5.

4.2 Average Annual Generation. Seller estimates that the Facility will generate, on average, 4,128,547 kWh per Contract Year ("**Average Annual Generation**"). Seller may, upon at least six months prior written notice, modify the Average Annual Generation every other Contract Year.

4.3 Minimum and Maximum Delivery. Seller shall make available from the Facility a minimum of 2,339,051 kWh of Net Output during each Contract Year, provided that such minimum for the first Contract Year shall be reduced pro rata to reflect the Effective Date, and further provided that such minimum Net Output shall be reduced on a pro-rata basis for any periods during a Contract Year that the Facility was prevented from generating electricity for

reasons of Force Majeure (“**Minimum Annual Delivery**”). Seller estimates, for informational purposes, that it will make available from the Facility a maximum of 6,013,536 kWh of Net Output during each Contract Year (“**Maximum Annual Delivery**”). Seller’s basis for determining the Minimum and Maximum Annual Delivery amounts is set forth in **Exhibit D**.

4.4 Deliveries in Deficit of Delivery Obligation. Seller’s failure to deliver the Minimum Annual Delivery in any Contract Year (prorated if necessary) shall be a default, and Seller shall be liable for damages in accordance with Section 11.

4.5 Energy Delivery Schedule. Seller has provided a monthly schedule of Net Energy expected to be delivered by the Facility (“**Energy Delivery Schedule**”), incorporated into **Exhibit D**.

4.6 Transfer of Title to Green Tags; Documentation of Green Tags Transfers. Subject to the Green Tags ownership as defined in Section 5.5, title to the Green Tags shall pass from Seller to PacifiCorp immediately upon the generation of the Net Output at the Facility that gives rise to such Green Tags. The Parties shall execute all additional documents and instruments reasonably requested by PacifiCorp in order to further document the transfer of the Green Tags to PacifiCorp or its designees. Without limiting the generality of the foregoing, Seller shall, on or before the 10th day of each month, deliver to PacifiCorp a Green Tags Attestation and Bill of Sale in the form attached as **Exhibit G** for all Green Tags delivered to PacifiCorp hereunder in the preceding month, along with any attestation that is then-current with the Center for Resource Solution's Green-e program or successor organization in case the Center for Resource Solutions is replaced by another party over the life of the contract. Seller, at its own cost and expense, shall register with, pay all fees required by, and comply with, all reporting and other requirements of WREGIS relating to the Facility or Green Tags, except that when Seller is required to transfer Green Tags to PacifiCorp under Section 5.5, PacifiCorp will pay all fees required by WREGIS relating to the Green Tags. Seller shall ensure that the Facility will participate in and comply with, during the Term, all aspects of WREGIS. Seller will use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of WREGIS Certificates to PacifiCorp, and transfer such WREGIS Certificates to PacifiCorp, in accordance with WREGIS reporting protocols and WREGIS Operating Rules. Seller may either elect to enter into a Qualified Reporting Entity Services Agreement with PacifiCorp in a form approved by PacifiCorp, enter into a Qualified Reporting Entity Services Agreement with a third-party authorized to act as a Qualified Reporting Entity, or elect to act as its own WREGIS-defined Qualified Reporting Entity. Seller shall promptly give PacifiCorp copies of all documentation it submits to WREGIS. Further, in the event of the promulgation of a scheme involving Green Tags administered by CAMD, upon notification by CAMD that any transfer contemplated by this Agreement will not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfers can be recorded. Seller shall not report under Section 1605(b) of the Energy Policy Act of 1992 or under any applicable program that any of the Green Tags purchased by PacifiCorp hereunder belong to any person other than PacifiCorp. Without limiting the generality of PacifiCorp’s ownership of the Green Tag Reporting Rights, PacifiCorp may report under such program that such Green Tags purchased hereunder belong to it. Each Party shall promptly give the other Party copies of all documents it submits to the CAMD to effectuate any transfer. Seller shall reasonably cooperate in any registration by PacifiCorp of the Facility in the renewable

portfolio standard or equivalent program in all such further states and programs in which PacifiCorp may wish to register or maintain registration of the Facility by providing copies of all such information as PacifiCorp reasonably required for such registration.

Section 5: PURCHASE PRICES

5.1 Seller shall have the option to select one of three pricing options: Standard Fixed Avoided Cost Prices ("Fixed Price Standard"), Renewable Fixed Avoided Cost Prices ("Fixed Price Renewable"), or Firm Market Indexed Avoided Cost Prices ("Firm Electric Market"), as published in PacifiCorp's Standard Avoided Cost Rates Schedule. Once an option is selected the option will remain in effect for the duration of the Facility's contract. Seller has selected the following (Seller to initial one):

<u> </u>	Fixed Price Standard
<u> X </u>	Fixed Price Renewable
<u> </u>	Firm Electric Market

A copy of PacifiCorp's Standard Avoided Cost Rates Schedule, and a table summarizing the purchase prices under the pricing option selected by Seller, is attached as **Exhibit F**.

5.2 (Fixed Price Standard Sellers Only). In the event Seller elects the Fixed Price Standard pricing method, PacifiCorp shall pay Seller the applicable On-Peak and Off-Peak rates specified in **PacifiCorp's Standard Avoided Cost Rates Schedule** during the first fifteen (15) years after the Effective Date. Thereafter, PacifiCorp shall pay Seller Firm Electric Market.

5.3 (Fixed Price Renewable Seller Only). In the event Seller elects the Fixed Price Renewable pricing method, PacifiCorp shall pay Seller the applicable On-Peak and Off-Peak rates specified in **PacifiCorp's Standard Avoided Cost Rates Schedule** during the first fifteen (15) years after the Scheduled Initial Delivery Date. Thereafter, PacifiCorp shall pay Seller Firm Electric Market.

5.4 For all Excess Output and for all Net Output delivered prior to the Commercial Operation Date, PacifiCorp shall pay Seller 93 percent of a blended market index price for day-ahead firm energy at Mid-Columbia, California Oregon Border (COB), Four Corners and Palo Verde market indices as reported by the Intercontinental Exchange (ICE), for the On-Peak and Off-Peak periods. PacifiCorp shall document its calculation of the blended rate, upon request, to Seller. Such payment will be accomplished by adjustments pursuant to Section 9.2.

5.5 Environmental Attributes.

5.5.1 (Fixed Price Standard Seller Only): PacifiCorp waives any claim to Seller's ownership of Environmental Attributes under this Agreement throughout the Term.

5.5.2 (Fixed Price Renewable Seller Only): PacifiCorp waives any claim to Seller's ownership of Environmental Attributes during the Renewable

Resource Sufficiency Period. Seller shall transfer the Green Tags to PacifiCorp in accordance with Section 4.6 during the Renewable Resource Deficiency Period.

Section 6: OPERATION AND CONTROL

6.1 As-Built Supplement. Upon completion of any construction affecting the Facility, Seller shall provide PacifiCorp an As-built Supplement in the form of an amended **Exhibit A** to specify the actual Facility as built. The As-built Supplement must be reviewed and approved by PacifiCorp, which approval shall not unreasonably be withheld, conditioned or delayed.

6.2 Incremental Utility Upgrades. At start-up (and at any other time upon at least six months' prior written notice), Seller may increase Net Output, if such increase is due to normal variances in estimated versus actual performance, changed Facility operations, or improvements in Facility efficiency. Seller may not increase Net Output under this Agreement by installing additional generating units. In the case of substantial upgrades, PacifiCorp may require Seller to comply with Section 3.2.8(e) (in the event that the Facility upgrade causes the Facility Capacity Rating to exceed 3,000 kW) and increase its Minimum Annual Delivery obligation in Section 4.3 (if appropriate). PacifiCorp may also update Seller's security obligation (if applicable). So long as the Facility Capacity Rating after the upgrade is 3,000 kW or less for solar or 10,000 kW or less for all other resource types, Seller will continue to receive the Contract Price for the Net Output, as set forth in Sections 5.1, 5.2, and 5.3 of this Agreement. If Seller increases the Facility Capacity Rating above 3,000 kW for solar or 10,000 kW for all other resource types, then (on a going forward basis) PacifiCorp shall pay Seller the Contract Price for the fraction of total Net Output equal to 10,000 kW divided by the Facility Capacity Rating of the upgraded Facility. For the remaining fraction of Net Output, PacifiCorp and Seller shall agree to a new negotiated rate. Seller shall be responsible for ensuring that any planned increase in the Facility Capacity Rating or the maximum instantaneous capacity of the Facility complies with Seller's Generation Interconnection Agreement and any other agreements with PacifiCorp.

6.3 Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement (if applicable), Prudent Electrical Practices and in accordance with the requirements of all applicable federal, state and local laws and the National Electric Safety Code as such laws and code may be amended from time to time. PacifiCorp shall have no obligation to purchase Net Output from the Facility to the extent the interconnection between the Facility and PacifiCorp'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 non-compliance with the Generation Interconnection Agreement. PacifiCorp shall have the right to inspect the Facility to confirm that Seller is operating the Facility in accordance with the provisions of this Section 6.3 upon reasonable notice to Seller. Seller is solely responsible for the operation and maintenance of the Facility. PacifiCorp 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.

6.4 Scheduled Outages. Seller may cease operation of the entire Facility or individual units, if applicable, for maintenance or other purposes. Seller shall exercise its best efforts to notify PacifiCorp of planned outages at least ninety (90) days prior, and shall reasonably accommodate PacifiCorp's request, if any, to reschedule such planned outage in order to accommodate PacifiCorp's need for Facility operation.

6.5 Unplanned Outages. In the event of an unscheduled outage or curtailment exceeding twenty-five (25) percent of the Facility Capacity Rating (other than curtailments due to lack of motive force), Seller immediately shall notify PacifiCorp of the necessity of such unscheduled outage or curtailment, the time when such has occurred or will occur and the anticipated duration. Seller shall take all reasonable measures and exercise its best efforts to avoid unscheduled outage or curtailment, to limit the duration of such, and to perform unscheduled maintenance during Off-Peak hours.

Section 7: FUEL/MOTIVE FORCE

Prior to the Effective Date of this Agreement, Seller provided to PacifiCorp a fuel or motive force plan acceptable to PacifiCorp in its reasonable discretion and attached hereto as **Exhibit D-1**, together with a certification from a Licensed Professional Engineer to PacifiCorp attached hereto as **Exhibit D-2**, certifying that the implementation of the fuel or motive force plan can reasonably be expected to provide fuel or motive force to the Facility for the duration of this Agreement adequate to generate power and energy in quantities necessary to deliver the Minimum Annual Delivery set forth by Seller in Section 4.

Section 8: METERING

8.1 PacifiCorp shall design, furnish, install, own, inspect, test, maintain and replace all metering equipment required pursuant to the Generation Interconnection Agreement, if applicable.

8.2 Metering shall be performed at the location and in a manner consistent with this Agreement and as specified in the Generation Interconnection Agreement, or, if the Net Output is to be wheeled to PacifiCorp by another utility, metering will be performed in accordance with the terms of PacifiCorp's interconnection agreement with such other utility. All quantities of energy 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 energy flowing into PacifiCorp's system at the Point of Delivery.

8.3 PacifiCorp shall periodically inspect, test, repair and replace the metering equipment as provided in the Generation Interconnection Agreement, if applicable. If the Net Output is to be wheeled to PacifiCorp by another utility, meter inspection, testing, repair and replacement will be performed in accordance with the terms of PacifiCorp's interconnection agreement with such utility. If any of the inspections or tests discloses an error exceeding two percent (2%), 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) Billing Periods, 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 following the repair of the meter.

Section 9: **BILLINGS, COMPUTATIONS, AND PAYMENTS**

9.1 On or before the thirtieth (30th) day following the end of each Billing Period, PacifiCorp shall send to Seller payment for Seller's deliveries of Net Output to PacifiCorp, together with computations supporting such payment. PacifiCorp may offset any such payment to reflect amounts owing from Seller to PacifiCorp pursuant to this Agreement, the Generation Interconnection Agreement, or any other agreement between the Parties.

9.2 Corrections. PacifiCorp shall have up to eighteen months to adjust any payment made pursuant to Section 9.1. In the event PacifiCorp determines it has overpaid Seller (for Excess Output or otherwise), PacifiCorp may adjust Seller's future payment accordingly in order to recapture any overpayment in a reasonable time.

9.3 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 10: **SECURITY**

Unless Seller has adopted the creditworthiness warranties contained in Section 3.2.8, Seller must provide security (if requested by PacifiCorp) in the form of a cash escrow, letter of credit, senior lien, or step-in rights. Seller hereby elects to provide, in accordance with the applicable terms of this Section 10, the following security (Seller to initial one selection only):

☐ Cash Escrow

☐ Letter of Credit

☐ Senior Lien

☐ Step-in Rights

☒ Seller has adopted the Creditworthiness Warranties of Section 3.2.8.

In the event Seller's obligation to post default security (under Section 10 or Section 11.1.4) arises solely from Seller's delinquent performance of construction-related financial obligations, upon Seller's request, PacifiCorp will excuse Seller from such obligation in the event Seller has negotiated financial arrangements with its construction lenders that mitigate Seller's financial risks to PacifiCorp's reasonable satisfaction.

[SKIP THIS SECTION 10.1 UNLESS SELLER SELECTED CASH ESCROW ALTERNATIVE]

10.1 Cash Escrow Security. Seller shall deposit in an escrow account established by PacifiCorp in a banking institution acceptable to both Parties, the Default Security. Such sum shall earn interest at the rate applicable to money market deposits at such banking institution from time to time. To the extent PacifiCorp receives payment from the Default Security, Seller shall, within fifteen (15) days, restore the Default Security as if no such deduction had occurred.

[SKIP THIS SECTION 10.2 UNLESS SELLER SELECTED LETTER OF CREDIT ALTERNATIVE]

10.2 Letter of Credit Security. Seller shall post and maintain in an amount equal to the Default Security: (a) a guaranty from a party that satisfies the Credit Requirements, in a form acceptable to PacifiCorp in its discretion, or (b) a Letter of Credit in favor of PacifiCorp. To the extent PacifiCorp receives payment from the Default Security, Seller shall, within fifteen (15) days, restore the Default Security as if no such deduction had occurred.

[SKIP THIS SECTION 10.3 UNLESS SELLER SELECTED SENIOR LIEN ALTERNATIVE]

10.3 Senior Lien. Within thirty (30) days after the Effective Date, Seller shall grant PacifiCorp a senior, unsubordinated lien on the Facility and its assets as security for performance of this Agreement by executing, acknowledging and delivering a security agreement and a deed of trust or a mortgage, in a recordable form (each in a form satisfactory to PacifiCorp in the reasonable exercise of its discretion). Pending delivery of the senior lien to PacifiCorp, Seller shall not cause or permit the Facility or its assets to be burdened by liens or other encumbrances that would be superior to PacifiCorp's, 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 posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.

[SKIP THIS SECTION 10.4 UNLESS SELLER SELECTED STEP-IN RIGHTS ALTERNATIVE]

10.4 Step-in Rights (Operation by PacifiCorp Following Event of Default of Seller).

10.4.1 Prior to any termination of this Agreement due to an Event of Default of Seller, as identified in Section 11, PacifiCorp shall have the right, but not the obligation, to possess, assume control of, and operate the Facility as agent for Seller (in accordance with Seller's rights, obligations, and interest under this Agreement) during the period provided for herein. Seller shall not grant any person, other than the lending institution providing financing to the Seller for construction of the Facility ("Facility Lender"), a right to possess, assume control of, and operate the Facility that is equal to or superior to PacifiCorp's right under this Section 10.4.

10.4.2 PacifiCorp shall give Seller ten (10) calendar days notice in advance of the contemplated exercise of PacifiCorp's rights under this Section 10.4. Upon

such notice, Seller shall collect and have available at a convenient, central location at the Facility all documents, contracts, books, manuals, reports, and records required to construct, operate, and maintain the Facility in accordance with Prudent Electrical Practices. Upon such notice, PacifiCorp, its employees, contractors, or designated third parties shall have the unrestricted right to enter the Facility for the purpose of constructing and/or operating the Facility. Seller hereby irrevocably appoints PacifiCorp as Seller's attorney-in-fact for the exclusive purpose of executing such documents and taking such other actions as PacifiCorp may reasonably deem necessary or appropriate to exercise PacifiCorp's step-in rights under this Section 10.4.

10.4.3 During any period that PacifiCorp is in possession of and constructing and/or operating the Facility, no proceeds or other monies attributed to operation of the Facility shall be remitted to or otherwise provided to the account of Seller until all Events of Default of Seller have been cured.

10.4.4 During any period that PacifiCorp is in possession of and operating the Facility, Seller shall retain legal title to and ownership of the Facility and PacifiCorp shall assume possession, operation, and control solely as agent for Seller.

(a) In the event PacifiCorp is in possession and control of the Facility for an interim period, Seller shall resume operation and PacifiCorp shall relinquish its right to operate when Seller demonstrates to PacifiCorp's reasonable satisfaction that it will remove those grounds that originally gave rise to PacifiCorp's right to operate the Facility, as provided above, in that Seller (i) will resume operation of the Facility in accordance with the provisions of this Agreement, and (ii) has cured any Events of Default of Seller which allowed PacifiCorp to exercise its rights under this Section 10.4.

(b) In the event that PacifiCorp is in possession and control of the Facility for an interim period, the Facility Lender, or any nominee or transferee thereof, may foreclose and take possession of and operate the Facility and PacifiCorp shall relinquish its right to operate when the Facility Lender or any nominee or transferee thereof, requests such relinquishment.

10.4.5 PacifiCorp's exercise of its rights hereunder to possess and operate the Facility shall not be deemed an assumption by PacifiCorp of any liability attributable to Seller. If at any time after exercising its rights to take possession of and operate the Facility PacifiCorp elects to return such possession and operation to Seller, PacifiCorp shall provide Seller with at least fifteen (15) calendar days advance notice of the date PacifiCorp intends to return such possession and operation, and upon receipt of such

notice Seller shall take all measures necessary to resume possession and operation of the Facility on such date.

Section 11: DEFAULTS AND REMEDIES

11.1 Events of Default. The following events shall constitute defaults under this Agreement:

11.1.1 Breach of Material Term. Failure of a Party to perform any material obligation imposed upon that Party by this Agreement (including but not limited to failure by Seller to meet any deadline set forth in Section 2) or breach by a Party of a representation or warranty set forth in this Agreement.

11.1.2 Default on Other Agreements. Seller's failure to cure any default under any commercial or financing agreements or instrument (including the Generation Interconnection Agreement) within the time allowed for a cure under such agreement or instrument.

11.1.3 Insolvency. A Party (a) makes an assignment for the benefit of its creditors; (b) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it and such petition is not withdrawn or dismissed within sixty (60) days after such filing; (c) becomes insolvent; or (d) is unable to pay its debts when due.

11.1.4 Material Adverse Change. A Material Adverse Change has occurred with respect to Seller and Seller fails to provide such performance assurances as are reasonably requested by PacifiCorp, including without limitation the posting of additional Default Security, within thirty (30) days from the date of such request;

11.1.5 Underdelivery. If Seller's Facility has a Facility Capacity Rating of 100 kW or less, Seller's failure to satisfy the minimum delivery obligation of Section 4.3 for two (2) consecutive years; else Seller's failure to satisfy the minimum delivery obligation of Section 4.3 for one year.

11.2 Notice; Opportunity to Cure.

11.2.1 Notice. In the event of any default hereunder, the non-defaulting Party must notify the defaulting Party in writing of the circumstances indicating the default and outlining the requirements to cure the default.

11.2.2 Opportunity to Cure. A Party defaulting under Section 11.1.1 shall have thirty (30) days to cure after receipt of proper notice from the non-defaulting Party. This thirty (30) day period shall be extended by an additional ninety (90) days if (a) the failure cannot reasonably be cured within the thirty (30) day period despite diligent efforts, (b) the default is capable of being cured

within the additional ninety (90) day period, and (c) the defaulting Party commences the cure within the original thirty (30) day period and is at all times thereafter diligently and continuously proceeding to cure the failure.

11.2.3 Seller Default Under Other Agreements. Seller shall cause any notices of default under any of its commercial or financing agreements or instruments to be sent by the other party to such agreements or instruments, or immediately forwarded, to PacifiCorp as a notice in accordance with Section 23.

11.2.4 Seller Delinquent on Construction-related Financial Obligations. Seller promptly shall notify PacifiCorp (or cause PacifiCorp to be notified) anytime it becomes delinquent under any construction related financing agreement or instrument related to the Facility. Such delinquency may constitute a Material Adverse Change, subject to Section 11.1.4.

11.3 Termination.

11.3.1 Notice of Termination. If a default described herein has not been cured within the prescribed time, above, the non-defaulting Party may terminate this Agreement at its sole discretion by delivering written notice to the other Party and may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement; *provided, however* that PacifiCorp shall not terminate for a default under Section 11.1.5 unless such default is material. The rights provided in Section 10 and this Section 11 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights. Further, the Parties may by mutual written agreement amend this Agreement in lieu of a Party's exercise of its right to terminate.

11.3.2 In the event this Agreement is terminated because of Seller's default and Seller wishes to again sell Net Output to PacifiCorp following such termination, PacifiCorp 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 Termination Date (as set forth in Section 2.4). At such time Seller and PacifiCorp agree to execute a written document ratifying the terms of this Agreement.

11.3.3 Damages. If this Agreement is terminated as a result of Seller's default, Seller shall pay PacifiCorp the positive difference, if any, obtained by subtracting the Contract Price from the sum of the Replacement Price for the Minimum Annual Delivery that Seller was otherwise obligated to provide for a period of twenty-four (24) months from the date of termination plus any cost incurred for transmission purchased to deliver the replacement power to the Point of Delivery, and the estimated administrative cost to the utility to acquire replacement power. Amounts owed by Seller pursuant to

this paragraph shall be due within five (5) business days after any invoice from PacifiCorp for the same.

- 11.3.4 If this Agreement is terminated because of Seller's default, PacifiCorp may foreclose upon any security provided pursuant to Section 10 to satisfy any amounts that Seller owes PacifiCorp arising from such default.

11.4 Damages.

- 11.4.1 Failure to Deliver Net Output. In the event of Seller default under Subsection 11.1.5, then Seller shall pay PacifiCorp the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price for any energy and capacity that Seller was otherwise obligated (under Section 4.3) to provide during the period of default ("**Net Replacement Power Costs**"); *provided, however*, that the positive difference obtained by subtracting the Contract Price from the Replacement Price shall not exceed the Contract Price, and the period of default under this Section 11.4.1 shall not exceed one Contract Year.

11.4.2 Recoupment of Damages.

- (a) Default Security Available. If Seller has posted Default Security, PacifiCorp may draw upon that security to satisfy any damages, above.
- (b) Default Security Unavailable. If Seller has not posted Default Security, or if PacifiCorp has exhausted the Default Security, PacifiCorp may collect any remaining amount owing by partially withholding future payments to Seller over a reasonable period of time, which period shall not be less than the period over which the default occurred. PacifiCorp and Seller shall work together in good faith to establish the period, and monthly amounts, of such withholding so as to avoid Seller's default on its commercial or financing agreements necessary for its continued operation of the Facility.

Section 12: INDEMNIFICATION AND LIABILITY

12.1 Indemnities.

- 12.1.1 Indemnity by Seller. Subject to the limitations and conditions of the Oregon Constitution and Oregon Tort Claims Act, Seller shall release, indemnify and hold harmless PacifiCorp, its directors, officers, agents, and representatives against and from any and all loss, fines, penalties, 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 negligence or other wrongful acts or omissions as it pertains to (a) the energy delivered by Seller under this Agreement to and at the Point of

Delivery, (b) any facilities on Seller's side of the Point of Delivery, (c) Seller's operation and/or maintenance of the Facility, or (d) arising from 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 PacifiCorp, Seller or others, excepting only such loss, claim, action or suit as may be caused solely by the fault or negligence of PacifiCorp, its directors, officers, employees, agents or representatives.

- 12.1.2 Indemnity by PacifiCorp. PacifiCorp shall release, indemnify, defend, and hold harmless Seller, its directors, officers, agents, Lenders and representatives against and from any and all loss, fines, penalties, 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 the energy delivered by Seller under this Agreement after the Point of Delivery, 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, excepting only such loss, claim, action or suit as may be caused solely by the fault or negligence of Seller, its directors, officers, employees, agents, Lenders or representatives.

12.2 No Dedication. 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 PacifiCorp as an independent public utility corporation or Seller as an independent individual or entity.

12.3 No Consequential Damages. EXCEPT TO THE EXTENT SUCH DAMAGES ARE INCLUDED IN THE LIQUIDATED DAMAGES, DELAY DAMAGES, COST TO COVER DAMAGES OR OTHER SPECIFIED MEASURE OF DAMAGES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE.

Section 13: INSURANCE (FACILITIES OVER 200KW ONLY)

13.1 Certificates. No later than the Effective Date of this Agreement, Seller shall provide to PacifiCorp a copy of its certificate of self-insurance.

13.2 Required Policies and Coverages. PacifiCorp acknowledges that Seller has met all requirements of Oregon law to be a self-insured entity and is self-insured for purposes of general liability, automobile liability and workers' compensation.

Section 14: FORCE MAJEURE

14.1 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 PacifiCorp 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, drought, 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 fuel or motive force resources to operate the Facility or changes in market conditions that affect the price of energy or transmission. 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 event of Force Majeure, after which such Party shall re-commence performance of such obligation, provided that:

- 14.1.1 the non-performing Party, shall, within two (2) weeks after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and
- 14.1.2 the suspension of performance shall be of no greater scope and of no longer duration than is required by the event of Force Majeure; and
- 14.1.3 the non-performing Party uses its best efforts to remedy its inability to perform.

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

14.3 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.

14.4 PacifiCorp may terminate the Agreement if Seller fails to remedy Seller's inability to perform, due to an event of Force Majeure, within six months after the occurrence of the event.

Section 15: 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 16: **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 17: **PARTIAL INVALIDITY**

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.

Section 18: **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 19: **GOVERNMENTAL JURISDICTIONS 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 PacifiCorp.

Section 20: **REPEAL OF PURPA**

This Agreement shall not terminate upon the repeal of the PURPA, unless such termination is mandated by federal or state law.

Section 21: **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, conditioned or delayed. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a lender as

part of a financing transaction or 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 22: ENTIRE AGREEMENT

22.1 Upon the Effective Date, this Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PacifiCorp'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.

22.2 By executing this Agreement, Seller releases PacifiCorp from any claims, known or unknown, that may have arisen prior to the Effective Date.

Section 23: NOTICES

23.1 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.

Notices	PacifiCorp	Seller
All Notices	PacifiCorp 825 NE Multnomah Street Portland, OR 97232 Attn: Contract Administration, Suite 600 Facsimile: (503) 813 – 6291 Email: cntadmin@PacifiCorp.com Duns: 00-790-9013 Federal Tax ID Number: 93-0246090	Douglas County 1036 SE Douglas Ave, Room 306 Roseburg, OR 97470 Attn: Director of Public Works Facsimile: (541) 440-4294
All Invoices:	Attn: Back Office, Suite 700 Facsimile: (503) 813 – 5580 Email: powerinvoices@pacificorp.com	Douglas County Natural Resources 1036 SE Douglas Ave, Room 306 Roseburg, OR 97470 Attn: Francesca Guyer
Scheduling:	Attn: Pre-Scheduling, Suite 600 Phone: (503) 813 – 6090 Email: ctpreschd@pacificorp.com	Douglas County Natural Resources 1036 SE Douglas Ave, Room 306 Roseburg, OR 97470 Attn: Nathan Reed
Payments:	Attn: Central Cashiers Office, Suite 550 Phone: (503) 813 - 6826	Douglas County Natural Resources 1036 SE Douglas Ave, Room 306 Roseburg, OR 97470 Attn: Francesca Guyer
Wire Transfer:	Bank One N.A. To be provided in separate letter from PacifiCorp to Seller	

Notices	PacifiCorp	Seller
Credit and Collections:	Attn: Credit Manager, Suite 700 Phone: (503) 813 - 7280 Facsimile: (503) 813-5609	Douglas County Natural Resources 1036 SE Douglas Ave, Room 306 Roseburg, OR 97470 Attn: Francesca Guyer
With Additional Notices of an Event of Default or Potential Event of Default to:	Attn: Assistant General Counsel 825 NE Multnomah Street, Suite 1800 Portland, OR 97232 Phone: (503) 813-5356	Douglas County Natural Resources 1036 SE Douglas Ave, Room 306 Roseburg, OR 97470 Attn: Francesca Guyer

23.2 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 23.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the date first above written.

PacifiCorp

Paul J.

By: Johnson

Name: Paul J. Johnson

Title: Senior Originator

Digitally signed by Paul J. Johnson
Date: 2022.08.10 13:47:31 -07'00'

Seller

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

By

Chair

By

Commissioner

By

Commissioner

Date

August 10, 2022

REVIEWED AS TO FORM

By

Tiffany Podyniec
Office of County Legal Counsel

Date

Aug. 1, 2022

EXHIBIT A
DESCRIPTION OF SELLER'S FACILITY

Seller's Facility consists of two horizontal axis Francis vane turbines each connected to Shinko synchronous generators spinning at 600 rpm. The Facility has a Facility Capacity Rating of 1,900 -kilowatts (kW) but limited by its Generation Interconnection Agreement at the point of interconnection to 800 kW.

More specifically, each generator at the Facility is described as:

Type (synchronous):

Model: FVL-G0-1100

Number of Phases: 3

Rated Output (kW):

Rated Output (kVA): 922

Rated Voltage (line to line): 4160

Rated Current (A): Stator: 84 A; Rotor: 128 A

Maximum kW Output: 800 kW Maximum kVA Output: kVA

Minimum kW Output: 125 kW

Manufacturer's Guaranteed Cut-in Wind Speed [if applicable]:

Facility Capacity Rating: kW at

Identify the maximum output of the generator(s) and describe any differences between that output and the Nameplate Capacity Rating:

Station service requirements, and other loads served by the Facility, if any, are described as follows:

Station service requirements average 3.63 MWh/month;

Location of the Facility: The Facility is located in Douglas County, Oregon. The location is more particularly described as follows:

The existing location is latitude 42.849 and longitude -123.1788 at situs address 6404 Upper Cow Creek Road, Azalea, Oregon 97410

Power factor requirements:

Rated Power Factor (PF) or reactive load (kVAR):

EXHIBIT B
SELLER'S INTERCONNECTION FACILITIES

[

POINT OF DELIVERY / SELLER'S INTERCONNECTION FACILITIES

The Applicant's Facility is interconnected to the PacifiCorp's 12.5 kV distribution circuit 5R133 out of Glendale substation at approximately 42°50'50.37"N, 123°10'58.34"W, located in Glendale, Oregon.

Interconnection One-line is attached.

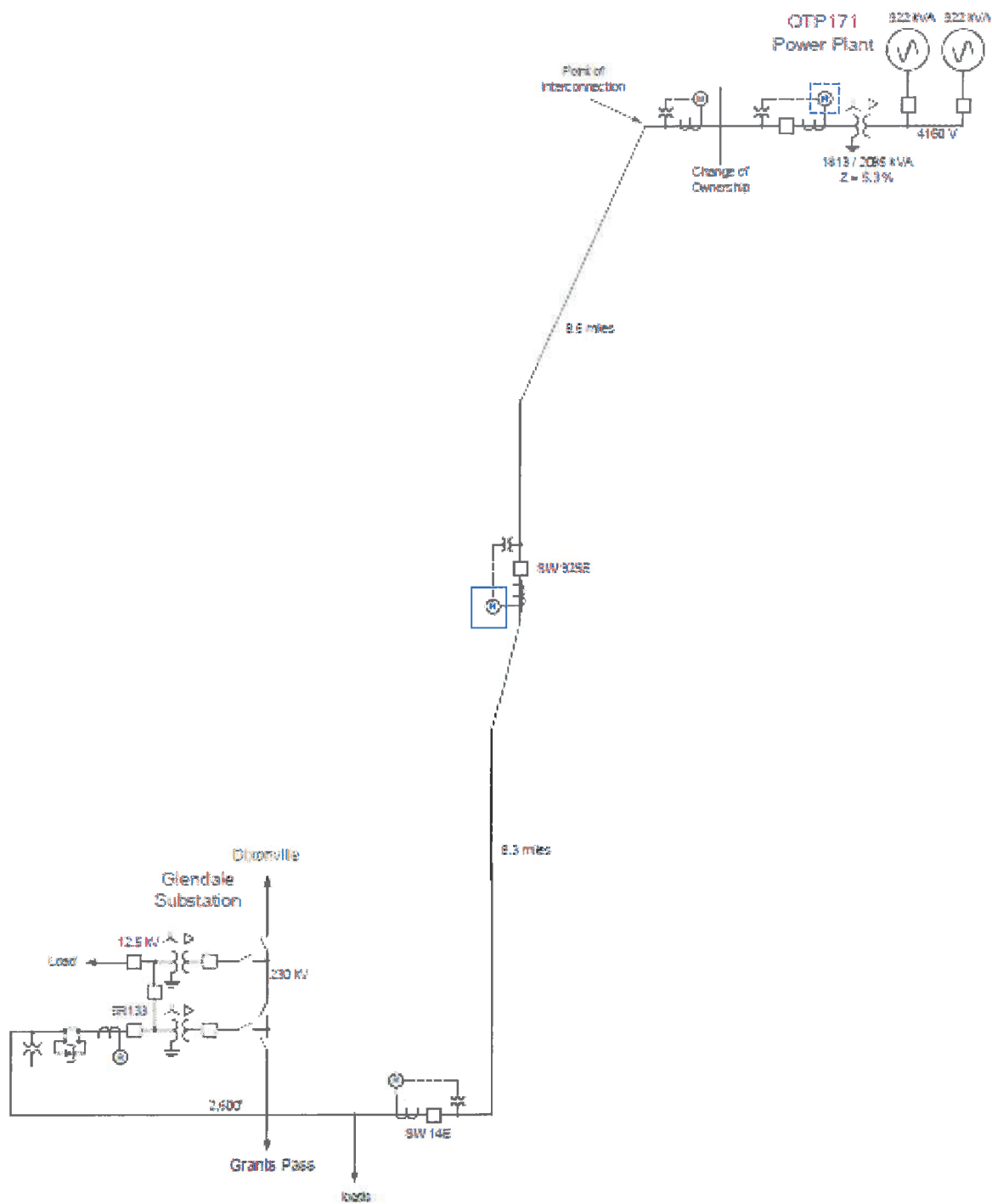


Figure 1: System One Line Diagram

EXHIBIT C
REQUIRED FACILITY DOCUMENTS

REQUIRED OF ALL FACILITIES:

QF Certification – QF12-300-000 Form 556 filled out 3/20/2012 line 7g < 1,000 Kw
exempt
Interconnection Agreement – Attached dated August 12, 2021

REQUIRED OF ALL HYDRO FACILITIES:

The FERC license for Galesville expires 2034.
Power Generation Water Rights Certificate No. 67355



**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

This Interconnection Agreement for Small Generator Facility ("Agreement") is made and entered into this 12th day of August, 2021, by and between Douglas County, a county organized and existing under the laws of the State of Oregon, ("Interconnection Customer") and PacifiCorp, a Corporation, existing under the laws of the State of Oregon, ("Public Utility"). The Interconnection Customer and Public Utility may be referred to hereinafter singly as a "Party" or collectively as the "Parties."

Recitals:

Whereas, the Interconnection Customer is proposing to develop a Small Generator Facility, or to add generating capacity to an existing Small Generator Facility, consistent with the Application completed on September 12, 2019;

Whereas, the Interconnection Customer desires to interconnect the Small Generator Facility with Public Utility's Transmission System and/or Distribution System ("T&D System") in the State of Oregon; and

Whereas, the interconnection of the Small Generator Facility and the Public Utility's T&D System is subject to the jurisdiction of the Public Utility Commission of Oregon ("Commission") and governed by OPUC Rule OAR 860, Division 082 (the "Rule").

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 Scope

This Agreement establishes the standard terms and conditions under which the Small Generator Facility with a Nameplate Capacity of no more than 10 megawatts ("MW") will interconnect to, and operate in Parallel with, the Public Utility's T&D System. The Commission has approved standard terms and conditions governing this class of interconnection. Any additions, deletions or changes to the standard terms and conditions of interconnection approved by the Commission must be mutually agreed by the Parties or, if required by the Rule, any such changes must be approved by the Commission. Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the Rule. This Agreement shall be construed where possible to be consistent with the Rules; to the extent this Agreement conflicts with the Rule, the Rule shall take precedence.

1.2 No Agreement Regarding Power Purchase, Transmission, or Delivery

This Agreement does not constitute an agreement to purchase, transmit, or deliver any power or capacity from the interconnected Small Generating Facility nor does it constitute an electric service agreement.

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection**
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)

1.3 Other Agreements

Nothing in this Agreement is intended to affect any other agreement between the Public Utility and the Interconnection Customer or any other interconnected entity. If the provisions of this Agreement conflict with the provisions of any other Public Utility tariff, the Public Utility tariff shall control.

1.4 Responsibilities of the Parties

1.4.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws.

1.4.2 The Interconnection Customer will construct, own, operate, and maintain its Small Generator Facility in accordance with this Agreement, IEEE Standard 1547 (2003 ed), IEEE Standard 1547.1 (2005 ed), the National Electrical Code (2005 ed) and applicable standards required by the Commission.

1.4.3 Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection. Each Party shall provide Interconnection Facilities that adequately protect the other Parties' facilities, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities is prescribed in the Rule and this Agreement and the attachments to this Agreement.

1.5 Parallel Operation and Maintenance Obligations

Once the Small Generator Facility has been authorized to commence Parallel Operation by execution of this Agreement and satisfaction of Article 2.1 of this Agreement, the Interconnection Customer will abide by all written provisions for operating and maintenance as required by this Agreement and any attachments to this Agreement as well as by the Rule and as detailed by the Public Utility in Form 7, title "Interconnection Equipment As-Built Specifications, Initial Settings and Operating Requirements".

1.6 Metering & Monitoring

The Interconnection Customer will be responsible for metering and monitoring as required by OAR 860-082-0070 and as may be detailed in any attachments to this Agreement.

1.7 Power Quality

The Interconnection Customer will design its Small Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection that meets the requirements set forth in IEEE 1547. The Public Utility may, in some circumstances, also require the Interconnection Customer to follow voltage or VAR

Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)

schedules used by similarly situated, comparable generators in the control area. Any special operating requirements will be detailed in Form 7 and completed by the Public Utility as required by the Rule. The Public Utility shall not impose additional requirements for voltage or reactive power support outside of what may be required to mitigate impacts caused by interconnection of the Small Generator Facility to the Public Utility's system.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The Interconnection Customer will test and inspect its Small Generator Facility and Interconnection Facilities prior to interconnection in accordance with IEEE 1547 Standards as provided for in the Rule. The Interconnection will not be final and the Small Generator Facility shall not be authorized to operate in parallel with the Public Utility's T&D System until the Witness Test and Certificate of Completion provisions in the Rule have been satisfied. The Interconnection Customer shall pay or reimburse the Public Utility for its costs to participate in the Witness Test. Operation of the Small Generator Facility requires an effective Interconnection Agreement; electricity sales require a Power Purchase Agreement.

To the extent that the Interconnection Customer decides to conduct interim testing of the Small Generator Facility prior to the Witness Test, it may request that the Public Utility observe these tests. If the Public Utility agrees to send qualified personnel to observe any interim testing proposed by the Interconnection Customer, the Interconnection Customer shall pay or reimburse the Public Utility for its cost to participate in the interim testing. If the Interconnection Customer conducts interim testing and such testing is observed by the Public Utility and the results of such interim testing are deemed acceptable by the Public Utility (hereinafter a "Public Utility-approved interim test"), then the Interconnection Customer may request that such Public Utility-approved interim test be deleted from the final Witness Testing. If the Public Utility elects to repeat any Public Utility-approved interim test as part of the final Witness Test, the Public Utility will bare its own expenses associated with participation in the repeated Public Utility-approved interim test.

2.2 Right of Access:

As provided in OAR 860-082-0030(5), the Public Utility will have access to the Interconnection Customer's premises for any reasonable purpose in connection with the Interconnection Application or any Interconnection Agreement that is entered in to pursuant to the Rule or if necessary to meet the legal obligation to provide service to its customers. Access will be requested at reasonable hours and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition.

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

The Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

The Agreement will be effective on the Effective Date and will remain in effect for a period of twenty (20) years or the life of the Power Purchase agreement, whichever is shorter or a period mutually agreed to by the Parties, unless terminated earlier by the default or voluntary termination by the Interconnection Customer or by action of the Commission.

3.3 Termination

No termination will become effective until the Parties have complied with all provisions of OAR 860-082-0080 and this Agreement that apply to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Public Utility twenty (20) Business Days written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 5.6 of this Agreement.

3.3.3 The Commission may order termination of this Agreement.

3.3.4 Upon termination of this Agreement, the Small Generator Facility will be disconnected from the Public Utility's T&D System at the Interconnection Customer's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.4 The provisions of this Article 3.3 shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

The Public Utility or Interconnection Customer may temporarily disconnect the Small Generator Facility from the Public Utility's T&D System for so long as reasonably necessary, as provided in OAR 860-082-0075 of the Rule, in the event one or more of the following conditions or events occurs:

3.4.1 Under emergency conditions, the Public Utility or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Small Generator Facility without advance notice to the other Party. The Public Utility shall notify the Interconnection Customer promptly when it becomes aware

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

of an emergency condition that may reasonably be expected to affect the Small Generator Facility operation. The Interconnection Customer will notify the Public Utility promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Public Utility's T&D System. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

- 3.4.2 For routine Maintenance, Parties will make reasonable efforts to provide five Business Days notice prior to interruption caused by routine maintenance or construction and repair to the Small Generator Facility or Public Utility's T&D system and shall use reasonable efforts to coordinate such interruption.
- 3.4.3 The Public Utility shall use reasonable efforts to provide the Interconnection Customer with prior notice of forced outages of the T&D System. If prior notice is not given, the Public Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4 For disruption or deterioration of service, where the Public Utility determines that operation of the Small Generator Facility will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generator Facility could cause damage to the Public Utility's T&D System, the Public Utility may disconnect the Small Generator Facility. The Public Utility will provide the Interconnection Customer upon request all supporting documentation used to reach the decision to disconnect. The Public Utility may disconnect the Small Generator Facility if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time which shall be at least five Business Days from the date the Interconnection Customer receives the Public Utility's written notice supporting the decision to disconnect, unless emergency conditions exist, in which case the provisions of 3.4.1 of the agreement apply.
- 3.4.5 If the Interconnection Customer makes any change to the Small Generating Facility, the Interconnection Equipment, the Interconnection Facilities, or to any other aspect of the interconnection, other than Minor Equipment Modifications, without prior written authorization of the Public Utility, the Public Utility will have the right to disconnect the Small Generator Facility until such time as the impact of the change has been studied by the Public Utility and any reasonable requirements or additional equipment or facilities required by the Public Utility to address any impacts from the changes have been implemented by the Parties and approved in

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

writing by the Public Utility. The requirement to apply to the Public Utility for study and approve of modifications is governed by OAR 860-082-0005 (b).

3.5 Restoration of interconnection:

The Parties shall cooperate with each other to restore the Small Generator Facility, Interconnection Facilities, and Public Utility's T&D System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to Article 3.4.

Article 4. Cost Responsibility and Billing:

As provided in OAR 860-082-0035, the Interconnection Customer is responsible for the cost of all facilities, equipment, modifications and upgrades needed to facilitate the interconnection of the Small Generator Facility to the Public Utility's T&D System.

4.1 Minor T&D System Modifications:

As provided in the Rule addressing Tier 2 review (OAR 860-082-0050) and in the Rule addressing Tier 3 review (OAR 860-082-0055), it may be necessary for the Parties to construct certain Minor Modifications in order to interconnect under Tier 2 or Tier 3 review. The Public Utility has itemize any required Minor Modifications in the attachments to this Agreement, including a good-faith estimate of the cost of such Minor Modifications and the time required to build and install such Minor Modifications. The Interconnection Customer agrees to pay the costs of such Minor Modifications.

4.2 Interconnection Facilities:

The Public Utility has identified under the review procedures of a Tier 2 review or under a Tier 4 Facilities Study, the Interconnection Facilities necessary to safely interconnect the Small Generator Facility with the Public Utility. The Public Utility has itemized the required Interconnection Facilities in the attachments to this Agreement, including a good-faith estimate of the cost of the facilities and the time required to build and install those facilities. The Interconnection Customer is responsible for the cost of the Interconnection Facilities.

4.3 Interconnection Equipment:

The Interconnection Customer is responsible for all reasonable expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its Interconnection Equipment.

4.4 System Upgrades:

The Public Utility will design, procure, construct, install, and own any System Upgrades. The actual cost of the System Upgrades, including overheads, will be directly assigned to the Interconnection Customer. An Interconnection Customer may be entitled to financial compensation from other Public Utility Interconnection Customers who, in the future, benefit from the System Upgrades paid for by the Interconnection Customer. Such compensation will be governed by separate rules promulgated by the Commission or by

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

terms of a tariff filed and approved by the Commission. Such compensation will only be available to the extent provided for in the separate rules or tariff.

4.5 Adverse System Impact:

The Public Utility is responsible for identifying the possible Affected Systems and coordinating with those identified Affected Systems, to the extent reasonably practicable, to allow the Affected System owner an opportunity to identify Adverse System Impacts on its Affected System, and to identify what mitigation activities or upgrades may be required on the Public Utility's system or on the Affected System to address impacts on Affected Systems and accommodate a Small Generator Facility. Such coordination with Affected System owners shall include inviting Affected System owners to scoping meetings between the Public Utility and the Interconnection Customer and providing the Affected System owner with study results and other information reasonably required and requested by the Affected System owner to allow the Affected System owner to assess impacts to its system and determine required mitigation, if any, for such impacts. The Parties acknowledge that the Public Utility cannot compel the participation of the Affected System owner and that the Public Utility is not itself responsible for identifying impacts or mitigation associated with an Affected System. The actual cost of any actions taken to address the Adverse System Impacts, including overheads, shall be directly assigned to the Interconnection Customer. The Interconnection Customer may be entitled to financial compensation from other Public Utilities or other Interconnection Customers who, in the future, utilize the upgrades paid for by the Interconnection Customer, to the extent allowed or required by the Commission. Such compensation will only be available to the extent provided for in the separate rules, Commission order or tariff. If the Parties have actual knowledge of an Adverse System Impact on an Affected System, the Interconnection Customer shall not interconnect and operate its Small Generator Facility in parallel with the Public Utility's system, and the Public Utility shall not authorize or allow the continued interconnection or parallel operation of the Small Generator Facility, unless and until such Adverse System Impact has been addressed to the reasonable satisfaction of the Affected System owner.

4.6 Deposit and Billings:

The Interconnection Customer agrees to pay to the Public Utility a deposit toward the cost to construct and install any required Interconnection Facilities and/or System Upgrades. The amount of the deposit shall be (select one of the following):

☐ The Parties have not agreed to a schedule of progress payments and the Interconnection Customer shall pay a deposit equal to 100 percent of the estimated cost of the Interconnection Facilities and System Upgrades – the amount of the deposit shall be \$ _____; or

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection**
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)

☒ The Parties have agreed to progress payments and final payment under the schedule of payments attached to this Agreement; the Interconnection Customer shall pay a deposit equal to the lesser of (a) 25 percent of the estimated cost of the Interconnection Facilities and System Upgrades, or (b) \$10,000 – the amount of the deposit shall be \$3,000.

If the actual costs of Interconnection Facilities and/or System Upgrades are different than the deposit amounts and/or progress and final payments provided for above, then the Interconnection Customer shall pay the Public Utility any balance owing or the Public Utility shall refund any excess deposit or progress payment within 20 days of the date actual costs are determined

Article 5. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

5.1 Assignment

The Interconnection Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice. Except as provided in Articles 5.1.1 and 5.1.2, said assignment shall only be valid upon the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

- 5.1.1 Either Party may assign the Agreement without the consent of the other Party to any affiliate (which shall include a merger of the Party with another entity), of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement;
- 5.1.2 The Interconnection Customer shall have the right to assign the Agreement, without the consent of the Public Utility, for collateral security purposes to aid in providing financing for the Small Generator Facility. For Small Generator systems that are integrated into a building facility, the sale of the building or property will result in an automatic transfer of this agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.
- 5.1.3 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the assigning Interconnection Customer.

5.2 Limitation of Liability and Consequential Damages

A Party is liable for any loss, cost claim, injury, or expense including reasonable attorney's fees related to or arising from any act or omission in its performance of the provisions of

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

this Agreement entered into pursuant to the Rule except as provided for in ORS 757.300(4)(c). Neither Party will seek redress from the other Party in an amount greater than the amount of direct damage actually incurred.

5.3 Indemnity

- 5.3.1 Liability under this Article 5.3 is exempt from the general limitations on liability found in Article 5.2.
- 5.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 5.3.3 If an indemnified person is entitled to indemnification under this Article 5.3 as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article 5.3, to assume the defense of such a claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 5.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this Article 5.3, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 5.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article 5.3 may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.
- 5.3.6 The indemnifying Party shall have the right to assume the defense thereof with counsel designated by such indemnifying Party and reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying Party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

indemnifying Party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an indemnified person or indemnified persons having such differing or additional legal defenses.

5.3.7 The indemnified person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying Party. Notwithstanding the foregoing, the indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the indemnified person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the indemnified person, or there exists a conflict or adversity of interest between the indemnified person and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the indemnified person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the indemnified person, which shall not be reasonably withheld, conditioned or delayed.

5.3.8 Parties' indemnity obligations shall be subject to the applicable limitations and conditions of the Oregon Constitution and Oregon Tort Claims Act.

5.4 Consequential Damages

Neither Party shall be liable to the other Party, under any provision of this Agreement, for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

5.5 Force Majeure

5.5.1 As used in this Agreement, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."

Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)

5.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event. Until the Force Majeure Event ends the Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by the Rule that the Rule does not permit the Parties to mutually waive.

5.6 Default

5.6.1 No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a breach, the non-breaching Party shall give written notice of such breach to the breaching Party. Except as provided in Article 5.6.2, the breaching Party shall have sixty (60) Calendar Days from receipt of the breach notice within which to cure such breach; provided however, if such breach is not capable of cure within 60 Calendar Days, the breaching Party shall commence such cure within twenty (20) Calendar Days after notice and continuously and diligently complete such cure within six months from receipt of the breach notice; and, if cured within such time, the breach specified in such notice shall cease to exist.

5.6.2 If a breach is not cured as provided for in this Article 5.6, or if a breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a default and terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. Alternatively, the non-breaching Party shall have the right to seek dispute resolution with the Commission in lieu of default. The provisions of this Article 5.6 will survive termination of the Agreement.

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Article 6. Insurance

- 6.1** Pursuant to the Rule adopted by the Commission, the Public Utility may not require the Interconnection Customer to maintain general liability insurance in relation to the interconnection of a Small Generator Facility with an Electric Nameplate Capacity of 200 KW or less. With regard to the interconnection of a Small Generator Facility with an Electric Nameplate Capacity equal to or less than 10 MW but in excess of 200 KW, the Interconnection Customer shall, at its own expense, maintain in force throughout the period of this Agreement general liability insurance sufficient to protect any person (including the Public Utility) who may be affected by the Interconnection Customer's Small Generation Facility and its operation and such insurance shall be sufficient to satisfy the Interconnection Customer's indemnification responsibilities under Article 5.3 of this Agreement. Parties mutually agree that Interconnection Customer may satisfy this insurance obligation through a self-insurance program. All other requirements of this Article 6 still apply.
- 6.2** Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year and in any event within ninety (90) days thereafter, the Interconnection Customer shall provide the Public Utility with certification of self-insurance.
- 6.3** The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.
- 6.4** The requirements contained herein as to insurance are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

Article 7. Dispute Resolution
Parties will adhere to the dispute resolution provisions in OAR 860-082-0080.

Article 8. Miscellaneous

- 8.1 Governing Law, Regulatory Authority, and Rules**
The validity, interpretation and enforcement of the Agreement and each of its provisions shall be governed by the laws of the State of Oregon, without regard to its conflicts of law principles. The Agreement is subject to all applicable laws. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.
- 8.2 Amendment**

**interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

The Parties may mutually agree to amend the Agreement by a written instrument duly executed by both Parties in accordance with provisions of the Rule and applicable Commission Orders and provisions of the laws if the State of Oregon.

8.3 No Third-Party Beneficiaries

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

8.4 Waiver

8.4.1 The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

8.4.2 The Parties may agree to mutually waive a section of this Agreement so long as prior Commission approval of the waiver is not required by the Rule.

8.4.3 Any waiver at any time by either Party of its rights with respect to the Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of the Agreement. Any waiver of the Agreement shall, if requested, be provided in writing.

8.5 Entire Agreement

This Agreement, including any supplementary Form attachments that may be necessary, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of the Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

8.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

8.7 No Partnership

This Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right,

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

8.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority; (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.

8.9 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor, or designating a third party agent as one responsible for a specific obligation or act required in this Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of such subcontractor.

8.9.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

8.9.2 The obligations under this Article 8.9 will not be limited in any way by any limitation of subcontractor's insurance.

8.10 Reservation of Rights

Either Party will have the right to make a unilateral filing with the Commission to modify this Agreement. This reservation of rights provision will include but is not limited to modifications with respect to any rates terms and conditions, charges, classification of service, rule or regulation under tariff rates or any applicable State or Federal law or regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

Article 9. Notices and Records

9.1 General



**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

9.2 Records

The Public Utility will maintain a record of all Interconnection Agreements and related Form attachments for as long as the interconnection is in place as required by OAR 860-082-0065. The Public Utility will provide a copy of these records to the Interconnection Customer within 15 Business Days if a request is made in writing.

If to the Interconnection Customer:

Interconnection Customer: Douglas County
Attention: Nathan Reed
Address: 1030 SE Douglas Ave, Room 306
City: Roseburg State: OR Zip: 97470
Phone: 541-440-4255 Fax: 541-440-6264 E-mail: nrreed@co.douglas.or.us

If to Public Utility:

Public Utility: PacifiCorp Transmission Services
Attention: Transmission Service
Address: 825 N.E. Multnomah Street, Suite 550
City: Portland State: OR Zip: 97232
Phone: 503-813-6077 Fax: 503-813-6873

9.3 Billing and Payment

Billings and payments shall be sent to the addresses set out below: (complete if different than article 9.2 above)

If to the Interconnection Customer

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

If to Public Utility

Public Utility: PacifiCorp Transmission
Attention: Central Cashiers Office
Address: P.O. Box 2757



**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

City: Portland State: OR Zip: 97208-2757

9.4 Designated Operating Representative

The Parties will designate operating representatives to conduct the communications which may be necessary or convenient for the administration of the operations provisions of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities (complete if different than article 9.2 above)

Interconnection Customer's Operating Representative: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail _____

Public Utility's Operating Representative: PacifiCorp

Attention: Grid Operations

Address: 9915 S.E. Ankeny Street

City: Portland State: OR Zip: 97216

Phone: 503-251-5197 Fax: 503-251-5228

9.5 Changes to the Notice Information

Either Party may change this notice information by giving five Business Days written notice prior to the effective date of the change.



Form 8

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Article 10. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For Public Utility:

Rick Vail
Name: Rick Vail
Title: VP, Transmission
Date: 08/12/2021

Digitally signed by Rick Vail
Date: 2021.08.12
05:54:58 -07'00'

For the Interconnection Customer:

Name: _____
Title: _____
Date: _____

REVIEWED AS TO CONTENT

By [Signature]
Director of Public Works
Date 8/12/2021

REVIEWED AS TO FORM

By Tiffany Podlonskie
Office of County Legal Counsel
Date August 5, 2021

**BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY**

By [Signature]
Chair
By [Signature]
Commissioner
By [Signature]
Commissioner
Date August 11, 2021

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Attachment 1

**Description of Interconnection Facilities
And Metering Equipment Operated or Maintained by the Public Utility**

Small Generating Facility: Two (2) Shinko Electric Co. synchronous turbines for a total limited output of .8 MW. There is a 4.16 kV – 12.5 kV step-up transformer is rated 1,813/2,085 kVA (Z=5.3%). The Facility is located in Douglas County, Oregon. See Attachment 2.

Interconnection Customer Interconnection Facilities: A single relay controlled recloser. See Attachment 2.

Public Utility's Interconnection Facilities: A bi-directional metering unit. See Attachment 2.

Estimated Cost of Public Utility's Interconnection Facilities: Estimated cost of Public Utility's Interconnection Facilities directly assigned to Interconnection Customer: \$12,000.

Estimated Annual Operation and Maintenance Cost of Public Utility's Interconnection Facilities: \$250.

Interconnection Customer shall be responsible for Public Utility's actual cost for maintenance of the Public Utility's Interconnection Facilities.

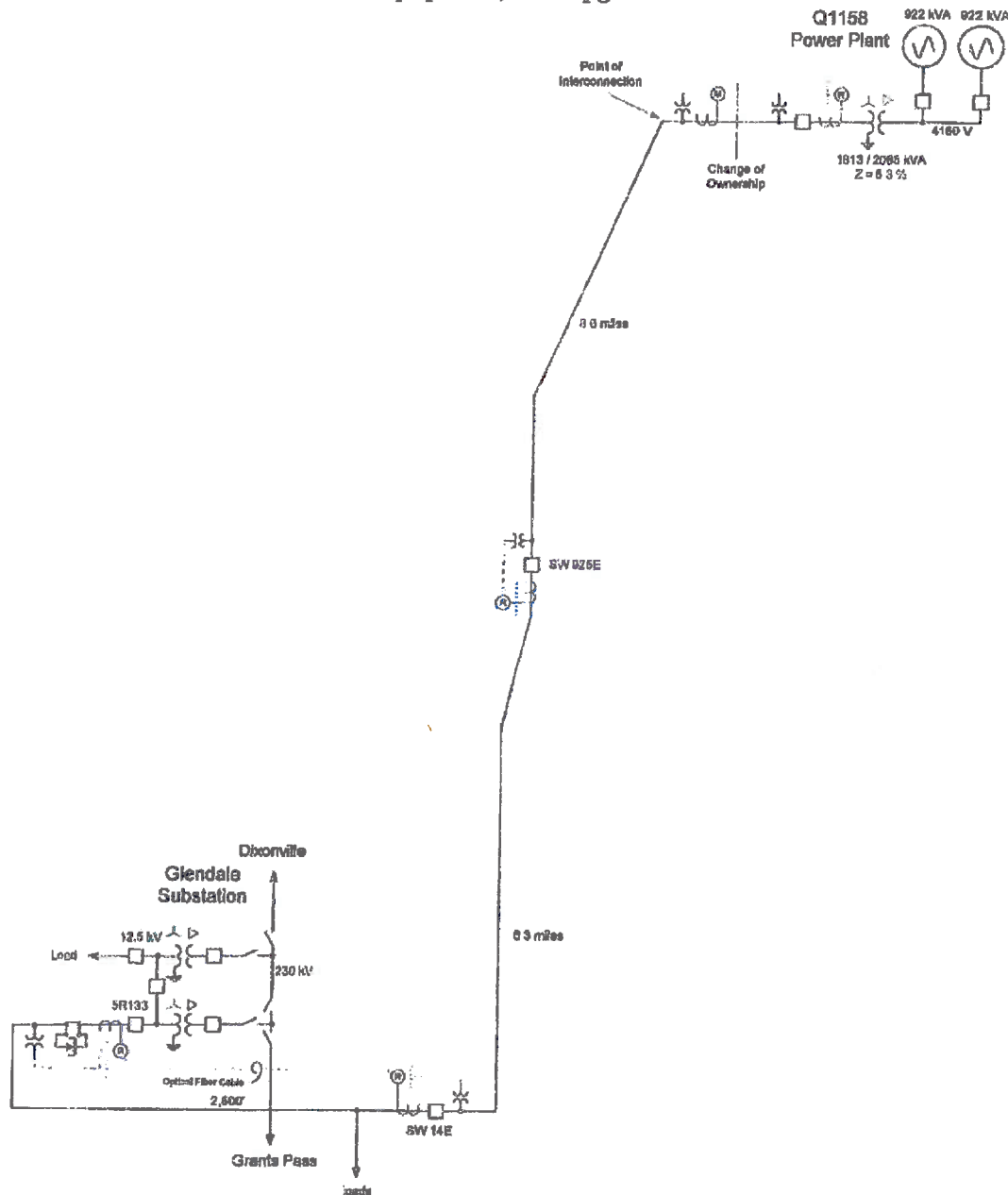
Point of Interconnection: The point where the Public Utility's Interconnection Facilities connect to the Public Utility's 12.5 kV distribution circuit 5R133 out of Glendale substation. See Attachment 2.

Point of Change of Ownership: The point where the Interconnection Customer's Interconnection Facilities connect to the Public Utility's Interconnection Facilities. See Attachment 2. The Public Utility will own the span of conductor that connects the last interconnection customer pole to the first Public Utility pole.

Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
 (Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)

Attachment 2

One-line Diagram Depicting the Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades



**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Attachment 3

Milestones

Estimated In-Service Date: April 15, 2022

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	<u>Execute Interconnection Agreement and provide First payment</u> July 29, 2021	<u>Interconnection Customer</u>
(2)	<u>Commence Engineering and Procurement</u> August 16, 2021	<u>Public Utility</u>
*(3)	<u>Provide initial design information</u> September 10, 2021	<u>Interconnection Customer</u>
*(4)	<u>Provide final design information</u> December 3, 2021	<u>Interconnection Customer</u>
(5)	<u>Design complete</u> February 11, 2022	<u>Public Utility</u>
(7)	<u>Submit maintenance plan</u> March 4, 2022	<u>Interconnection Customer</u>
(6)	<u>Commence settings installation</u> March 21, 2022	<u>Public Utility</u>
(8)	<u>Construction complete</u> April 1, 2022	<u>Both Parties</u>
(9)	<u>Commissioning complete</u> April 14, 2022	<u>Public Utility</u>
(10)	<u>Commercial operations</u> April 15, 2022	<u>Interconnection Customer</u>



Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)

Interconnection Customer is to request Commercial Operations in writing (email acceptable) prior to the above dates. Public Utility is to approve Interconnection Customer requests without unreasonable delay. The Interconnection Customer will be required to demonstrate the reactive capability of the Small Generating Facility and the voltage control system prior to Commercial Operations.

*Interconnection Customer initial design package shall include recloser/relay election. Interconnection Customer final design package shall include PE stamped issued for construction ("IFC") drawings for generating facility as applicable.

Payment Schedule

If Interconnection Customer agrees to progress payments option under Article 4.6 of the Interconnection Agreement, there are two potential options for a payment schedule below (please select one). If Interconnection Customer elects progress payment option but an option below is not selected, the Levelized Option will be selected by default. Failure to comply with the selected payment schedule will result in contractual breach, work stoppage, and slip of the milestone schedule above on a day-for-day basis. Interconnection Customer will still be responsible for all costs of the project. Public Utility will conduct initial accounting for the project within thirty (30) days of granting Commercial Operations approval and will determine if a partial refund of project costs is acceptable.

Please select an option:



Funds due no later than
July 29, 2021

Levelized Option

Stepped Option

(or when Interconnection
Agreement is executed)

\$3,000

\$3,000

December 3, 2021

\$9,000

\$9,000

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Attachment 4

**Additional Operating Requirements for the Public Utility's
Transmission System and/or Distribution System and Affected Systems Needed to Support the
Interconnection Customer's Needs**

The interconnection of the Small Generator Facility is subject to the rules contained within OAR 860 division 82. The interconnection of the Small Generator Facility to the Public Utility's Distribution System shall be subject to, and the Interconnection Customer shall operate the Small Generating Facility in accordance with, the Public Utility's policies governing interconnection of generation facilities to the distribution system entitled "Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)" which policy document is available upon request from the Public Utility and is incorporated by this reference as part of the Interconnection Agreement between the Parties. In the event of a conflict between any aspect of this Attachment 4 (including without limitation the Public Utility's policies governing interconnection of generation facilities to the distribution system or the transmission system) and the rules contained in OAR 860, division 82, the rules shall prevail.

Parallel Operation. Interconnection Customer may operate the Generating Facility in parallel with the Public Utility's Transmission System or Distribution System (collectively the "T&D System"), but subject at all times to any operating instructions that the Public Utility's dispatch operators may issue and in accordance with all the provisions of this Interconnection Agreement and Good Utility Practice, and any other conditions imposed by the Public Utility in its sole discretion.

Generating Facility Operation Shall Not Adversely Affect the Public Utility's T&D System. Interconnection Customer shall operate the Generating Facility in such a manner as not to adversely affect the Public Utility's T&D System or any other element of the Public Utility's electrical system. Interconnection Customer's Generating Facility shall deliver not more than the Design Capacity of 800 kW. Except as otherwise required by this Interconnection Agreement, Interconnection Customer shall operate the Generating Facility in a manner compatible with the Public Utility's applicable voltage level and fluctuating voltage guidelines, entitled Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below), as it may be amended or superseded from time to time in the Public Utility's reasonable discretion, at the Point of Interconnection during all times that the Generating Facility is connected and operating in parallel with the Public Utility's T&D System. In its sole discretion, the Public Utility may specify rates of change in Interconnection Customer's deliveries to the Public Utility's T&D System during any start-up of the Generating Facility, during reconnection to the Public Utility's T&D System, and during normal operations to assure that such rates of change are compatible with the operation of the Public Utility's voltage regulation equipment.

Maximum Authorized Power Flow. The Generating Facility shall not be operated in a manner that results in the flow of electric power onto the Public Utility's T&D System during any fifteen (15) minute interval at levels in excess of 888 kVA from the Generating Facility. If this provision is violated, the Public Utility may terminate this Interconnection Agreement or lock the Interconnection Customer Disconnect Switch in

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

the open position until such time as: (a) the Public Utility has studied the impact of additional generation on the T&D System (at Interconnection Customer's cost and pursuant to a new study agreement between the Public Utility and Interconnection Customer) and the interconnection has been upgraded (at Interconnection Customer's cost and pursuant to a new or amended Facilities Construction Agreement and a new or amended Interconnection Agreement if deemed necessary by the Public Utility) in any manner necessary to accommodate the additional generation; or (b) the Interconnection Customer has modified the Generating Facility or Interconnection Customer's Interconnection Facilities in such manner as to insure to the Public Utility's satisfaction that the Generating Facility will no longer cause electric power to flow onto the Public Utility's T&D System at a level in excess of 888 kVA.

Harmonic Distortion or Voltage Flicker. Notwithstanding the Study Results, upon notice from the Public Utility that operation of the Generating Facility is producing unacceptable harmonic distortions or voltage flicker on the Public Utility's T&D System, Interconnection Customer shall at its sole cost remedy such harmonic distortions or voltage flicker within a reasonable time.

Reactive Power. Interconnection Customer shall at all times control the flow of reactive power between the Generating Facility and the Public Utility's T&D System within limits established by the Public Utility. The Public Utility shall not be obligated to pay Interconnection Customer for any Kvar or Kvar Hours flowing into the Public Utility's T&D System.

Islanding. If at any time during the term of this Interconnection Agreement the interconnection of the Generating Facility to the Public Utility's T&D System results in a risk of electrical islanding, or actual occurrences of electrical islanding, which the Public Utility reasonably concludes are incompatible with Good Utility Practice, the Parties shall (as necessary) study the issue and implement a solution that will eliminate or mitigate the risk of electrical islanding to a level deemed acceptable by the Public Utility. All costs associated with addressing any electrical islanding problems as required by this paragraph shall be paid by the Interconnection Customer, including without limitation any study costs, engineering costs, design costs, or costs to procure, install, operate and/or maintain required interconnection facilities or protective devices.

Voltage Regulation. The Interconnection Customer agrees to operate at a $\pm 95\%$ leading or lagging power factor. Prior to installation, Interconnection Customer shall provide the Public Utility with written notice of the device and/or operational constraints selected to satisfy this requirement and shall obtain the Public Utility's written approval of such device and/or operational constraints, which approval shall not be unreasonably withheld. In the event Interconnection Customer fails to operate the Generating Facility within the voltage regulation constraints of this requirement, the Public Utility may disconnect the Generating Facility.

Modification of Nominal Operating Voltage Level. By providing Interconnection Customer with a one hundred and eighty (180) day notice, the Public Utility may at its sole discretion change the Public Utility's nominal operating voltage level at the Point of Interconnection. In the event of such change in voltage level Interconnection Customer shall, at Interconnection Customer's sole expense, modify Interconnection

Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)

Customer's Interconnection Facilities as necessary to accommodate the modified nominal operating voltage level. Interconnection Customer has been informed that initial use of a dual voltage Interconnection Customer may ameliorate the cost of accommodating a change in nominal operating voltage level.

Equipment Failure. Interconnection Customer acknowledges that it is responsible for repair or replacement of Interconnection Customer's primary transformer and for any and all other components of the Generating Facility and the Interconnection Customer's Interconnection Facilities. Interconnection Customer is aware that its inability to timely repair or replace its transformer or any other component of the Generating Facility or Interconnection Customer's Interconnection Facility could result in Interconnection Customer's inability to comply with its responsibilities under this Interconnection Agreement and could lead to disconnection of the Generating Facility from the Public Utility's T&D System and/or termination of this Interconnection Agreement pursuant to the terms of this Interconnection Agreement. Interconnection Customer acknowledges that the risk of this result is born solely by Interconnection Customer and may be substantially ameliorated by Interconnection Customer's elective maintenance of adequate reserve or spare components including but not limited to the Interconnection Customer's primary transformer.

Operation and Maintenance of Facilities Not Owned by the Public Utility. Interconnection Customer shall maintain, test, repair, keep accounts current on, or provide for the proper operation of any and all interconnection facilities, including but not limited to telemetry and communication equipment, not owned by the Public Utility.

Metering and Telemetry Communications Equipment. Notwithstanding any language of OAR 860-082-0070, Public Utility shall not require Interconnection Customer to install a redundant or back-up meter or other telemetry communications equipment. However, Public Utility reserves the right to request that the Oregon Public Utility Commission authorize Public Utility to require Interconnection Customer to be responsible for all reasonable costs associated with redundant metering and communications equipment installed at the Small Generating Facility, upon a determination by Public Utility that such equipment is necessary to maintain compliance with the mandatory reliability standards enforced by the North American Electric Reliability Corporation and the Western Electricity Coordinating Council.

Property Requirements. Interconnection Customer is required to obtain for the benefit of Public Utility at Interconnection Customer's sole cost and expense all real property rights, including but not limited to fee ownership, easements and/or rights of way, as applicable, for Public Utility owned Facilities using Public Utility's standard forms. Public Utility shall not be obligated to accept any such real property right that does not, at Public Utility's sole discretion, confer sufficient rights to access, operate, construct, modify, maintain, place and remove Public Utility owned facilities or is otherwise not conveyed using Public Utility's standard forms. Further, all real property on which Public Utility's Facilities are to be located must be environmentally, physically and operationally acceptable to the Public Utility at its sole discretion. Interconnection Customer is responsible for obtaining all permits required by all relevant jurisdictions for the project, including but not limited to, conditional use permits and construction permits; provided however, Public Utility shall obtain, at Interconnection Customer's cost and schedule risk, the permits necessary to construct Public Utility's Facilities that are to be located on real property currently owned or

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

held in fee or right by Public Utility. Except as expressly waived in writing by an authorized officer of Public Utility, all of the foregoing permits and real property rights (conferring rights on real property that is environmentally, physically and operationally acceptable to Public Utility) shall be acquired as provided herein as a condition to Public Utility's contractual obligation to construct or take possession of facilities to be owned by the Public Utility under this Agreement. Public Utility shall have no liability for any project delays or cost overruns caused by delays in acquiring any of the foregoing permits and/or real property rights, whether such delay results from the failure to obtain such permits or rights or the failure of such permits or rights to meet the requirements set forth herein. Further, any completion dates, if any, set forth herein with regard to Public Utility's obligations shall be equitably extended based on the length and impact of any such delays.

Relay and Control Settings. Interconnection Customer must allow the Public Utility to hold all Level 2 relay passwords for any control and/or protective device within their control at the Point of Interconnection and/or Small Generating Facility which directly impacts the Public Utility's distribution and/or transmission systems. Level 2 passwords are those which allow actual modifications to control and/or relay settings. This will ensure the Public Utility is aware of and approves any changes being made by the Interconnection Customer. Furthermore; this will ensure there are no negative impacts to the Public Utility's distribution system, transmission system, or existing customer base. Should the Interconnection Customer require modification to the settings associated with control/protective devices connected to the distribution and/or transmission system they will contact the Public Utility and provide in writing the justification and/or need for the proposed modifications. This will allow the Public Utility time to analyze and ensure there are no negative impacts to the associated connected systems and customers. Any modifications of control and/or relay settings without review and acknowledgement of acceptance by Public Utility will be considered a breach of interconnect agreement and could lead to permanent disconnection from the Public Utility's system.



Form 8

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Attachment 5

Public Utility' s Description of its Upgrades and Best Estimate of Upgrade Costs

Distribution Upgrades: None

System Upgrades: None

Contingent Facilities: None

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Attachment 6

Scope of Work

Small Generator Facility Requirements

The following outlines the design, procurement, construction, installation, and ownership of equipment at the Interconnection Customer's Small Generation Facility.

Interconnection Customer to be Responsible For

- Operate the Small Generator Facility with reactive power capabilities necessary to operate within the full power factor range of 0.95 leading to 0.95 lagging as measured at the high side of the Interconnection Customer's GSU transformer. This power factor range shall be dynamic and can be met using a combination of the inherent dynamic reactive power capability of the generator or inverter, dynamic reactive power devices and static reactive power devices to make up for losses.
- Operate the Small Generator Facility such that it can provide positive reactive support (i.e., supply reactive power to the system) immediately following the removal of a fault or other transient low voltage perturbations or install dynamic voltage support equipment. These additional dynamic reactive devices shall have correct protection settings such that the devices will remain on line and active during and immediately following a fault event.
- Operate with the voltage regulation control mode enabled unless explicitly authorized to operate another control mode by the Public Utility.
- Operate the Small Generator Facility so as to maintain the voltage at the POI, or other designated point as deemed appropriated by Public Utility, at a voltage schedule to be provided by the Public Utility following testing.
- Operate the Small Generator Facility with a voltage droop.
- Meet the NERC and WECC low voltage ride-through requirements as specified in the interconnection agreement.
- Procure and install a recloser containing a Schweitzer Engineering Laboratories (SEL) 751 feeder relay. The Public Utility shall hold the Level 2 password on the relay to ensure no settings changes can be made without Public Utility approval. The relay will need to trip the 12.47 kV breaker the following conditions:
 - Faults on the 12.47 kV equipment at the plant
 - Faults on the 12.47 kV circuit to Glendale Substation
 - Monitor the voltage and react to under or over frequency, and/or magnitude of the voltage
 - If the power output from the plant exceeds the 800 kW power limit
- Input the settings provided by the Public Utility into the recloser relay.
- Provide any construction or backup retail service necessary for the Project.
- Provide the Transmission Provider a Professional Engineer ("PE") approved maintenance plan for all Interconnection Customer facilities.

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Public Utility to be Responsible For

- Develop and provide settings for the Interconnection Customer's new recloser relay. Observe and provide acceptance of the installation of the settings by the Interconnection Customer.

OTHER

The following outlines the design, procurement, construction, installation, and ownership of equipment beyond the POI.

Public Utility to be Responsible For

- Distribution Circuit
 - Develop and implement new settings for line recloser SW 925E to be directional.



Form 8

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Attachment 7

**Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)
(attached)**

EXHIBIT D-1
SELLER'S MOTIVE FORCE PLAN

A. MONTHLY DELIVERY SCHEDULES AND SCHEDULED MAINTENANCE

Month	Average Energy (kWh)
January	353,981
February	322,984
March	430,613
April	481,146
May	349,694
June	338,650
July	356,241
August	330,490
September	317,985
October	328,618
November	230,491
December	287,654
TOTAL	4,128,547

B. MINIMUM ANNUAL DELIVERY CALCULATION

Annual minimum generation: 2,339,051 kWh (2018) – Lowest generation in 10-year plant history (based on scheduled maintenance outage).

C. MAXIMUM ANNUAL DELIVERY CALCULATION

Annual maximum generation: 6,013,536 kWh (2011). Highest generation year in 10-year plant history.

EXHIBIT D-2
ENGINEER'S CERTIFICATION OF
MOTIVE FORCE PLAN

Galesville is mainly a flood control dam for the City of Glendale and surrounding areas. The monthly outputs are dependent on the time of year, weather, precipitation and thus reservoir pool elevation. Based on the relatively long historic daily flow release and operation patterns (data available since 1990), and the probability that the Galesville Hydroelectric Project will continue to operate the Project as it historically has, unless there is a major climate change, or a significant change to the operational management plan during the term of the Agreement, that the plant will generate the average Monthly Delivery Schedules as identified in Exhibit D-1.

2021-0932

09/16/2021

PUBLIC WORKS DEPARTMENT

Administrative Services

1036 SE Douglas, Room 220 • Roseburg, Oregon 97470 • (541) 440-4208

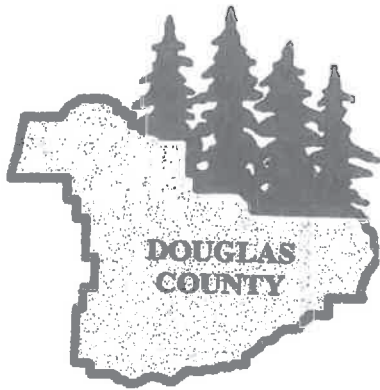
DIVISIONS

Engineering and Construction
1036 SE Douglas, Room 304
Roseburg, Oregon 97470
(541) 440-4481

Natural Resources
1036 SE Douglas, Room 306
Roseburg, Oregon 97470
(541) 440-4255

Operations and Maintenance
433 Rifle Range Road
Roseburg, Oregon 97470
(541) 440-4255

Work Crew
1036 SE Douglas, Room 213
Roseburg, Oregon 97470
(541) 440-4255



DOUGLAS COUNTY OREGON
FILED

SEP 16 2021

EXHIBIT E

SELLER AUTHORIZATION TO RELEASE GENERATION DATA TO PACIFICORP

DOUGLAS COUNTY CLERK

Transmission Services
Attn: Director, Transmission Services
825 NE Multnomah, Suite 1600
Portland, OR 97232

RE: OTP171 Interconnection Request

Dear Sir:

Douglas County hereby voluntarily authorizes PacifiCorp's Transmission business unit to share Galesville's generator interconnection information and generator meter data with Marketing Affiliate employees of PacifiCorp Energy, including, but not limited to those in the Commercial and Trading group. Douglas County acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.

Tom Kress
Name

Commissioner
Title

9-16-2021
Date

E - 1

REVIEWED AS TO FORM

By Tiffany Pody me
Office of County Legal Counsel
Date Sept. 16, 2021

EXHIBIT F
STANDARD AVOIDED COST RATES SCHEDULE AND PRICING SUMMARY
TABLE

Oregon Renewable Base-load Avoided Cost Prices ¹ (\$/MWh)			
Contract Year	Year	On-Peak	Off-Peak
1	2022	\$91.40	\$58.70
2	2023	\$70.30	\$48.40
3	2024	\$65.10	\$48.50
4	2025	\$53.00	\$46.00
5	2026	\$56.50	\$44.50
6	2027	\$57.70	\$46.20
7	2028	\$58.90	\$47.40
8	2029	\$58.60	\$46.60
9	2030	\$59.30	\$47.80
10	2031	\$59.40	\$47.60
11	2032	\$60.80	\$48.80
12	2033	\$61.10	\$50.10
13	2034	\$62.20	\$51.40

¹ Based on Oregon Standard Avoided Cost Schedule effective July 1, 2022.

Monthly Payments (Continued)
Firm Market Indexed and Non-Firm Market Index Avoided Cost Prices

In accordance with the terms of a contract with a Qualifying Facility, the Company shall pay for all separately metered kilowatt-hours of On-Peak and Off-Peak generation at the market prices calculated at the time of delivery. On-Peak and Off-Peak are defined in the definitions section of this schedule.

Avoided Cost Prices
Standard Fixed Avoided Cost Prices for Base Load and Wind QF (¢/kWh)

Deliveries During Calendar Year	Base Load QF (1)		Wind QF (1,2)		Wind Integration
	On-Peak Energy Price	Off-Peak Energy Price	On-Peak Energy Price	Off-Peak Energy Price	All hours Energy Charge
	(a)	(b)	(c)	(d)	(e)
2022	9.14	5.87	9.11	5.84	0.27
2023	7.03	4.84	6.79	4.60	2.35
2024	6.51	4.85	6.30	4.65	2.03
2025	5.30	4.60	5.03	4.33	2.72
2026	5.09	3.10	5.04	2.81	2.88
2027	5.17	3.14	5.09	2.81	3.28
2028	5.29	3.22	5.20	2.88	3.44
2029	5.40	3.28	5.48	3.10	1.80
2030	5.44	3.28	5.54	3.11	1.65
2031	5.60	3.40	5.82	3.35	0.50
2032	5.74	3.48	5.95	3.42	0.66
2033	5.92	3.61	6.18	3.60	0.18
2034	6.10	3.75	6.38	3.74	0.13
2035	6.23	3.83	6.51	3.81	0.17
2036	6.41	3.95	6.69	3.94	0.15
2037	6.64	4.13	6.95	4.13	0.03
2038	6.92	4.36	7.24	4.36	0.03
2039	7.21	4.59	7.53	4.59	0.03
2040	7.50	4.82	7.81	4.81	0.14

- (1) Standard Resource Sufficiency Period ends December 31, 2025 and Standard Resource Deficiency Period begins January 1, 2026.
- (2) The avoided cost price has been reduced by wind or solar integration charges applicable to QF resources located in PacifiCorp's Balancing Area Authority (BAA) (in-system). If wind or solar QF resource is not in PacifiCorp's BAA, prices will be increased by the applicable integration charge.

(continued)

Effective for service on and after July 1, 2022

Avoided Cost Prices (Continued)
Standard Fixed Avoided Cost Prices for Fixed and Tracking Solar QF (¢/kWh)

Deliveries During Calendar Year	Fixed Solar QF (1,2)		Tracking Solar QF (1,2)		Solar Integration
	On-Peak Energy Price	Off-Peak Energy Price	On-Peak Energy Price	Off-Peak Energy Price	All hours Energy Charge
	(f)	(g)	(h)	(i)	(j)
2022	9.12	5.85	9.12	5.85	0.22
2023	6.42	4.23	6.42	4.23	6.07
2024	6.31	4.66	6.31	4.66	1.92
2025	5.18	4.48	5.18	4.48	1.22
2026	3.61	3.01	3.66	3.01	0.91
2027	3.52	2.91	3.57	2.91	2.37
2028	3.62	2.99	3.67	2.99	2.32
2029	3.88	3.24	3.94	3.24	0.40
2030	3.88	3.22	3.94	3.22	0.54
2031	4.05	3.38	4.10	3.38	0.20
2032	4.14	3.46	4.20	3.46	0.27
2033	4.30	3.60	4.36	3.60	0.12
2034	4.46	3.74	4.51	3.74	0.12
2035	4.54	3.81	4.60	3.81	0.13
2036	4.69	3.94	4.75	3.94	0.12
2037	4.89	4.13	4.96	4.13	0.05
2038	5.14	4.36	5.20	4.36	0.05
2039	5.39	4.59	5.45	4.59	0.05
2040	5.60	4.79	5.67	4.79	0.35

- (1) Standard Resource Sufficiency Period ends December 31, 2025 and Standard Resource Deficiency Period begins January 1, 2026.
- (2) The avoided cost price has been reduced by wind or solar integration charges applicable to QF resources located in PacifiCorp's Balancing Area Authority (BAA) (in-system). If wind or solar QF resource is not in PacifiCorp's BAA, prices will be increased by the applicable integration charge.

(continued)

Effective for service on and after July 1, 2022

Avoided Cost Prices (continued)
Renewable Fixed Avoided Cost Prices for Base Load and Wind QF (¢/kWh)

Deliveries During Calendar Year	Renewable Base Load QF (1)		Wind QF (1,2)		Wind Integration
	On-Peak Energy Price	Off-Peak Energy Price	On-Peak Energy Price	Off-Peak Energy Price	All hours Energy Charge
	(a)	(b)	(c)	(d)	(e)
2022	9.14	5.87	9.11	5.84	0.27
2023	7.03	4.84	6.79	4.60	2.35
2024	6.51	4.85	6.30	4.65	2.03
2025	5.30	4.60	5.03	4.33	2.72
2026	5.65	4.45	4.19	4.16	2.88
2027	5.77	4.62	4.25	4.29	3.28
2028	5.89	4.74	4.33	4.40	3.44
2029	5.86	4.66	4.43	4.48	1.80
2030	5.93	4.78	4.50	4.61	1.65
2031	5.94	4.76	4.60	4.71	0.50
2032	6.08	4.88	4.69	4.82	0.66
2033	6.11	5.01	4.74	4.99	0.18
2034	6.22	5.14	4.82	5.13	0.13
2035	6.30	5.31	4.87	5.30	0.17
2036	6.42	5.45	4.96	5.43	0.15
2037	6.54	5.56	5.06	5.55	0.03
2038	6.64	5.73	5.13	5.73	0.03
2039	6.77	5.87	5.23	5.86	0.03
2040	6.96	5.96	5.38	5.94	0.14

- (1) For the purpose of determining: (i) when the Renewable Qualifying Facility is entitled to renewable avoided cost prices; and (ii) the ownership of environmental attributes and the transfer of Green Tags to PacifiCorp, Renewable Sufficiency Period ends December 31, 2025 and Renewable Deficiency Period begins January 1, 2026.
- (2) The avoided cost price has been reduced by wind or solar integration charges applicable to QF resources located in PacifiCorp's Balancing Area Authority (BAA) (in-system). If wind or solar QF resource is not in PacifiCorp's BAA, prices will be increased by the applicable integration charge.

(continued)

Effective for service on and after July 1, 2022

Avoided Cost Prices (continued)
Renewable Fixed Avoided Cost Prices for Fixed and Tracking Solar QF (¢/kWh)

Deliveries During Calendar Year	Fixed Solar QF (1,2)		Tracking Solar QF (1,2)		Solar Integration
	On-Peak Energy Price	Off-Peak Energy Price	On-Peak Energy Price	Off-Peak Energy Price	All hours Energy Charge
	(f)	(g)	(h)	(i)	(j)
2022	8.60	8.60	8.54	8.54	0.22
2023	6.07	6.07	6.03	6.03	6.07
2024	6.05	6.05	6.02	6.02	1.92
2025	5.07	5.07	5.05	5.05	1.22
2026	3.05	3.05	3.36	3.36	0.91
2027	2.99	2.99	3.30	3.30	2.37
2028	3.06	3.06	3.39	3.39	2.32
2029	3.16	3.16	3.49	3.49	0.40
2030	3.18	3.18	3.51	3.51	0.54
2031	3.16	3.16	3.51	3.51	0.20
2032	3.24	3.24	3.59	3.59	0.27
2033	3.24	3.24	3.60	3.60	0.12
2034	3.29	3.29	3.66	3.66	0.12
2035	3.33	3.33	3.71	3.71	0.13
2036	3.39	3.39	3.78	3.78	0.12
2037	3.46	3.46	3.85	3.85	0.05
2038	3.50	3.50	3.91	3.91	0.05
2039	3.57	3.57	3.99	3.99	0.05
2040	3.65	3.65	4.07	4.07	0.35

- (1) For the purpose of determining: (i) when the Renewable Qualifying Facility is entitled to renewable avoided cost prices; and (ii) the ownership of environmental attributes and the transfer of Green Tags to PacifiCorp, Renewable Sufficiency Period ends December 31, 2025 and Renewable Deficiency Period begins January 1, 2026.
- (2) The avoided cost price has been reduced by wind or solar integration charges applicable to QF resources located in PacifiCorp's Balancing Area Authority (BAA) (in-system). If wind or solar QF resource is not in PacifiCorp's BAA, prices will be increased by the applicable integration charge.

(continued)

Effective for service on and after July 1, 2022

EXHIBIT G
GREEN TAG ATTESTATION AND BILL OF SALE

Subject to Green Tags ownership as defined in Section 5.5, from the period commencing on _____ and ending on _____, _____ ("Seller") hereby sells, transfers and delivers to PacifiCorp the Green Tags (including all Green Tag Reporting Rights) associated with the generation of Net Output under the Power Purchase Agreement (Renewable Energy) between Seller and PacifiCorp dated [_____] (the "PPA"), as described below, in the amount of one Green Tag for each megawatt hour generated. Defined terms used in this Green Tag Attestation and Bill of Sale (as indicated by initial capitalization) shall have the meaning set forth in the PPA.

Facility name and location: _____ Fuel Type: _____

Capacity (MW): _____ Operational Date: _____

Energy Admin. ID no.: _____

Dates	MWh generated
_____	_____

Seller further attests, warrants and represents, under penalty of perjury, as follows:

- i) to the best of its knowledge, the information provided herein is true and correct;
- ii) its sale to PacifiCorp is its one and only sale of the Green Tags referenced herein;
- iii) the Facility generated Output in the amount indicated above; and
- iv) to the best of Seller's knowledge, each of the Green Tags associated with the generation Output have been generated and sold by the Facility.

This Green Tag Attestation and Bill of Sale confirms, in accordance with the PPA, the transfer from Seller to PacifiCorp all of Seller's right, title and interest in and to the Green Tags (including Green Tag Reporting Rights), as set forth above.

Seller's Contact Person: [_____]

WITNESS MY HAND,

a _____

By _____

Its _____

Date: _____

This Attestation may be disclosed by Seller and PacifiCorp to others, including the Center for Resource Solutions and the public utility commissions having jurisdiction over PacifiCorp, to substantiate and verify the accuracy of PacifiCorp's advertising and public communication claims, as well as in PacifiCorp's advertising and other public communications.