

POWER PURCHASE AGREEMENT

BETWEEN

THREE SISTERS IRRIGATION DISTRICT MCKENZIE RESERVOIR HYDRO

**[Firm Qualifying Facility (new or existing) located in non-PacifiCorp Control Area,
interconnecting to non-PacifiCorp system, with 10,000 kW Facility Capacity Rating, or
Less, and uninterruptible transmission to the Point of Delivery]**

AND

PACIFICORP

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POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT ("Agreement"), entered into this 5th day of April, 2022, is between Three Sisters Irrigation District, an Oregon irrigation district ("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 intends to construct, own, operate and maintain a hydro facility for the generation of electric power, including interconnection facilities, located in Sisters, Deschutes County, Oregon with a Facility Capacity Rating of 300-kilowatts (kW) as further described in **Exhibit A and Exhibit B ("Facility")**; and

B. Seller intends to commence delivery of Net Output under this Power Purchase Agreement, for the purpose of Start-up Testing, on **June 1, 2022 ("Scheduled Initial Delivery Date")**; and

C. Seller intends to operate the Facility as a Qualifying Facility, commencing commercial operations on **June 15, 2022 ("Scheduled Commercial Operation Date")**. The Scheduled Commercial Operation Date shall be established as no later than three years after Effective Date subject to Section 2.3; and

D. Seller estimates that the average annual Net Energy to be delivered by the Facility to PacifiCorp is **1,012,910** kilowatt-hours (kWh), which amount of energy PacifiCorp will include in its resource planning; and

E. Seller shall sell and PacifiCorp or another electric service provider shall purchase all Net Output from the Facility in accordance with the terms and conditions of this Agreement; and

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

G. Seller intends to transmit Net Output to PacifiCorp via transmission facilities operated by a third party, and PacifiCorp intends to accept scheduled firm delivery of Seller's Net Output, under the terms of this Agreement, including the Generation Scheduling Addendum attached as **Addendum W** and incorporated contemporaneously herewith.

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 of 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 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 **“Commercial Operation Date”** means the date that the Facility is deemed by PacifiCorp to be fully operational and reliable, which shall require, among other things, that all of the following events have occurred:

1.5.1 PacifiCorp has received a certificate addressed to PacifiCorp from a Licensed Professional Engineer stating (a) the Facility Capacity Rating of the Facility at the anticipated Commercial Operation Date; and (b) that the Facility is able to generate electric power reliably in amounts required by this Agreement and in accordance with all other terms and conditions of this Agreement;

1.5.2 The Facility has completed Start-Up Testing (applies to new Facilities and new upgrades only);

1.5.3 PacifiCorp has received a certificate addressed to PacifiCorp from an attorney in good standing in the State of Oregon stating that Seller has obtained all Required Facility Documents (Facilities over 200 kW only) and, if requested by PacifiCorp, in writing, has provided copies of any or all such requested Required Facility Documents.

1.5.4 Seller has complied with the security requirements of Section 10.

1.5.5 PacifiCorp has received an executed copy of **Exhibit F** - Seller's Interconnection Request.

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

1.7 **“Contract Price”** means the applicable price for Net Output 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

Commercial Operation 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 (SO_x), nitrogen oxides (NO_x), 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 produced 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 Scheduling Addendum”** means **Addendum W**, the portion of this Agreement providing for the measurement, scheduling, and delivery of Net Output from the Facility to the Point of Delivery via a non-PacifiCorp transmission provider.

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 **“Interconnected Utility”** means Central Electric Coop, the operator of the electric utility system at the Point of Interconnection.

1.22 **“Interconnection Agreement”** means the agreement (or contemporaneous agreements) between Seller and the Interconnected Utility governing interconnection of Seller's Facility at the Point of Interconnection and associated use of the Interconnected Utility's system.

1.23 **“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.

1.24 **“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.

1.25 **“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 develop, construct, operate, maintain or own the Facility as provided in this Agreement

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

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

1.28 “**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, kilovoltamperes, kilowatts, volts, or other appropriate units. Usually indicated on a nameplate attached to the individual machine or device.

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

1.30 “**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, up to and including the Point of Interconnection. For purposes of calculating payment under this Agreement, Net Output of energy shall be the amount of energy flowing through the Point of Interconnection, less any station use not provided by the Facility.

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

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

1.33 “**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.

1.34 “**Point of Delivery**” means the location in PacifiCorp’s system where PacifiCorp has agreed to receive Seller’s Net Energy, as specified in **Exhibit B**.

1.35 “**Point of Interconnection**” means the point of interconnection between Seller’s Facility and the Transmitting Entity’s system, if applicable, as specified in **Exhibit B**.

1.36 “**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.

1.37 “**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.

1.38 “**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.

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

1.40 “**Renewable Resource Sufficiency Period**” means the period from the Commercial Operation Date through December 31, 2023.

1.41 “**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).

1.42 “**Required Facility Documents**” means all licenses, permits, authorizations, and agreements, including an Interconnection Agreement and Transmission Agreement(s), necessary for construction, operation and maintenance of the Facility, and delivery of Facility output, consistent with the terms of this Agreement. The Required Facility Documents are set forth in **Exhibit C**.

1.43 “**Standard Avoided Cost Rates Schedule**” means the Commission-approved Standard Avoided Cost Rates Schedule of Pacific Power & Light Company, 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 G**.

1.44 “**Scheduled Commercial Operation Date**” shall have the meaning set forth in Recital C.

1.45 “**Scheduled Initial Delivery Date**” shall have the meaning set forth in Recital B.

1.46 “**Start-Up Testing**” means the completion of required factory and start-up tests as set forth in **Exhibit E** hereto.

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

1.48 **“Transmission Agreement”** means the agreement (or contemporaneous agreements) between Seller and the Transmitting Entity providing for Seller’s uninterrupted right to transmit Net Output to the Point of Delivery.

1.49 **“Transmitting Entity(s)”** means Bonneville Power Administration (“BPA”), the (non-PacifiCorp) operator of the transmission system at the Point of Delivery.

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

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

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

SECTION 2: TERM; COMMERCIAL OPERATION DATE

2.1 This Agreement shall become effective after execution by both Parties (**“Effective Date”**).

2.2 **Time is of the essence for this Agreement**, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to deliver Net Output by the Scheduled Commercial Operation Date is critically important. Therefore,

2.2.1 By **May 1, 2022**, Seller shall provide PacifiCorp with a copy of an executed Interconnection Agreement and an executed Transmission Agreement, which shall be consistent with all material terms and requirements of this Agreement.

2.2.2 Upon completion of construction, Seller, in accordance with Section 6.1, shall provide PacifiCorp with an As-built Supplement acceptable to PacifiCorp;

2.2.3 By the date thirty (30) days after the Effective Date, Seller shall provide Default Security required under Sections 10.1 or 10.2, as applicable.

2.3 Seller shall cause the Facility to achieve Commercial Operation on or before the Scheduled Commercial Operation Date. Seller shall have the option to propose a Scheduled Commercial Operation Date beyond three years from the Effective Date. Unless Seller and PacifiCorp agree in writing that a later Scheduled Commercial Operation Date is reasonable and necessary, the Scheduled Commercial Operation Date shall be no more than three years from the date the Effective Date. PacifiCorp will not unreasonably withhold its agreement that a Scheduled Commercial Operation Date beyond the three-year period is reasonable and necessary. If Commercial Operation occurs after the Scheduled Commercial Operation Date, Seller shall be in default, and liable for delay damages specified in Section 11.

2.4 Except as otherwise provided herein, this Agreement shall terminate on November 30, 2041 ("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 an irrigation district, duly organized and validly existing under the laws 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) Neither the Seller nor any of its principal equity owners is or has within the past two (2) years been the debtor in any bankruptcy proceeding, is unable to pay its bills in the ordinary course of its business, or is 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 Sellers 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 Commercial Operation 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, 1,012,910 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 deliver (or cause to be delivered) from the Facility a minimum of 800,000 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 Commercial Operation Date, and further provided that such minimum delivered Net Output shall be reduced on a *pro rata* basis for any periods during a Contract Year that the Facility was prevented from generating or delivering electricity for reasons of Force Majeure (“Minimum Annual Delivery”). Seller estimates, for informational purposes, that it will deliver from the Facility a maximum of 1,438,000 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 H 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 the 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 the Standard Avoided Cost Rates Schedule, and a table summarizing the purchase prices under the pricing option selected by Seller, is attached as **Exhibit G**.

5.2 **(Fixed Price Standard Seller 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 the **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.

5.3 (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 the **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 initial (and any subsequent) construction affecting the Facility, Seller shall provide PacifiCorp an As-built Supplement 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 Interconnection Agreement, Transmission Agreement and any other relevant agreements.

6.3 Seller shall operate and maintain the Facility in a safe manner in accordance with this Agreement, the Interconnection Agreement, 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 the Point of Delivery is disconnected, suspended or interrupted, in whole or in part, pursuant to the Interconnection Agreement or Transmission Agreement(s), or to the extent generation curtailment is required as a result of Seller's non-compliance with the Interconnection Agreement or Transmission Agreement(s). 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 AT THE POINT OF INTERCONNECTION

8.1 Metering shall be performed at the location and in a manner consistent with this Agreement, as specified in **Exhibit B**. Seller shall provide to PacifiCorp metered Facility Net Output in hourly increments, and any other energy measurements required to administer this Agreement. If the Transmitting Entity requires Seller to telemeter data, PacifiCorp shall be entitled to receive the same data Seller provides to the Transmitting Entity, if such data is useful to PacifiCorp's administration of this Agreement. 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 Interconnection. The loss adjustment shall be 0% of the kWh energy production recorded on the Facility output meter.

8.2 Seller shall pay for the installation, testing, and maintenance of any metering required by Section 8.1, and shall provide reasonable access to such meters. PacifiCorp shall have reasonable access to inspection, testing, repair and replacement of the metering equipment. If any of the inspections or tests discloses a measurement 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 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
- ☒ X 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. Before the Scheduled Commercial Operation 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 Interconnection Agreement and any Transmission 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 Failure to Meet Scheduled Commercial Operation Date. Seller's failure to achieve the Commercial Operation Date by the Scheduled Commercial Operation Date.
- 11.1.6 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 or 11.1.5 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. If Seller defaults under Section 11.1.5, Seller shall have one (1) year in which to cure the default during which time Seller shall pay PacifiCorp damages as provided for in Section 11.4.
- 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 Subject to the one (1) year cure period in Section 11.2.2, PacifiCorp may terminate the Agreement for a default under Section 11.1.5 regardless of PacifiCorp's resource sufficiency/deficiency position. PacifiCorp may not terminate for a default under Section 11.1.6 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 or Subsection 11.1.6, 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 (1) 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. 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 (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 gross negligence of PacifiCorp, its directors, officers, employees, agents or representatives.
- 12.1.2 Indemnity by PacifiCorp. PacifiCorp shall release, indemnify 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 gross 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. Prior to connection of the Facility to PacifiCorp's electric system, or another utility's electric system, Seller shall secure and continuously carry insurance in compliance with the requirements of this Section. Seller shall provide PacifiCorp insurance certificate(s) (of "ACORD Form" or the equivalent) certifying Seller's compliance with the insurance requirements hereunder. Commercial General Liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate. If requested by PacifiCorp, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to PacifiCorp.

13.2 Required Policies and Coverages. Without limiting any liabilities or any other obligations of Seller under this Agreement, Seller shall secure and continuously carry with an insurance company or companies rated not lower than "B+" by the A.M. Best Company the insurance coverage specified below:

13.2.1 Commercial General Liability insurance, to include contractual liability, with a minimum single limit of \$1,000,000 to protect against and from all loss by reason of injury to persons or damage to property based upon and arising out of the activity under this Agreement.

13.2.2 All Risk Property insurance providing coverage in an amount at least equal to the full replacement value of the Facility against "all risks" of physical loss or damage, including coverage for earth movement, flood, and boiler

and machinery. The Risk policy may contain separate sub-limits and deductibles subject to insurance company underwriting guidelines. The Risk Policy will be maintained in accordance with terms available in the insurance market for similar facilities.

13.3 The Commercial General Liability policy required herein shall include i) provisions or endorsements naming PacifiCorp, its Board of Directors, Officers and employees as additional insureds, and ii) cross liability coverage so that the insurance applies separately to each insured against whom claim is made or suit is brought, even in instances where one insured claims against or sues another insured.

13.4 All liability policies required by this Agreement shall include provisions that such insurance is primary insurance with respect to the interests of PacifiCorp and that any other insurance maintained by PacifiCorp is excess and not contributory insurance with the insurance required hereunder, and provisions that such policies shall not be canceled or their limits of liability reduced without 1) ten (10) days prior written notice to PacifiCorp if canceled for nonpayment of premium, or 2) thirty (30) days prior written notice to PacifiCorp if canceled for any other reason.

13.5 Insurance coverage provided on a "claims-made" basis shall be maintained by Seller for a minimum period of five (5) years after the completion of this Agreement and for such other length of time necessary to cover liabilities arising out of the activities under this Agreement.

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, 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 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	Three Sisters Irrigation District PO Box 2230 Sisters, OR 97759 Attn: Marc Thalacker Phone: (541) 549-8815 Facsimile: (541) 549-8070 Duns: 180462921 Federal Tax ID Number: 93-6002504
All Invoices:	Attn: Back Office, Suite 700 Facsimile: (503) 813 – 5580 Email: powerinvoices@pacificorp.com	(Same as above)
Scheduling:	Attn: Pre-Scheduling, Suite 600 Phone: (503) 813 – 6090 Email: ctpreschd@pacificorp.com	(Same as above)
Payments:	Attn: Central Cashiers Office, Suite 550 Phone: (503) 813 - 6826	(Same as above)
Wire Transfer:	Bank One N.A. To be provided in separate letter from PacifiCorp to Seller	First Interstate Bank ABA: 092901683 ACCT: Confidential Information, will be sent via separate letter.
Credit and Collections:	Attn: Credit Manager, Suite 700 Phone: (503) 813 - 7280 Facsimile: (503) 813-5609	(Same as above)
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	(Same as above)

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

By: Ronald Scheirer Digitally signed by Ronald Scheirer
Date: 2022.04.07 09:46:34 -07'00'

Name: Ronald Scheirer

Title: Director, Origination

Seller

By: Marc Thalacker

Name: Marc Thalacker

Title: District Manager

EXHIBIT A
DESCRIPTION OF SELLER'S FACILITY

Seller's Facility consists one generator manufactured by HydroTek.
More specifically, the generator at the Facility is described as:

Manufacturer's Nameplate Data: HydroTek

Type (synchronous or inductive): Inductive

Model: Marathon

Number of Phases: Three Phase

Rated Output (kW): 300 kW

Rated Output (kVA): 375 kVA

Rated Voltage (line to line): 480

Rated Current (A): Stator: ____ A; Rotor: __452__ A

Power factor requirements: Rated Power Factor (PF) or reactive load (kVAR): PF 84.5

B. Seller's Estimate of Facility Output Under Ideal (Maximum) or Worst (Minimum) Conditions

Maximum kW Output: _300 kW **Maximum kVA Output:** _375 kVA

Minimum kW Output: _ 50 kW

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

Facility Capacity Rating: _300 kW at design flow and design head

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

Maximum output of the generator occurs at higher flow rates.

Station service requirements, and other loads served by the Facility, if any, are described as follows: Station service loads consist of wicket gate positioner, lights, and cooling which is estimated to be approximately 1 kW.

C: Location of the Facility: The Facility is to be constructed in the vicinity of Sisters in Deschutes County, Oregon. The location is more particularly described as follows:

18150 Simmons Road, Sisters, Oregon 97759

14S-11E W.M., Sec 33 Tax Lot 500

(See attached map)

EXHIBIT B
SELLER'S INTERCONNECTION FACILITIES

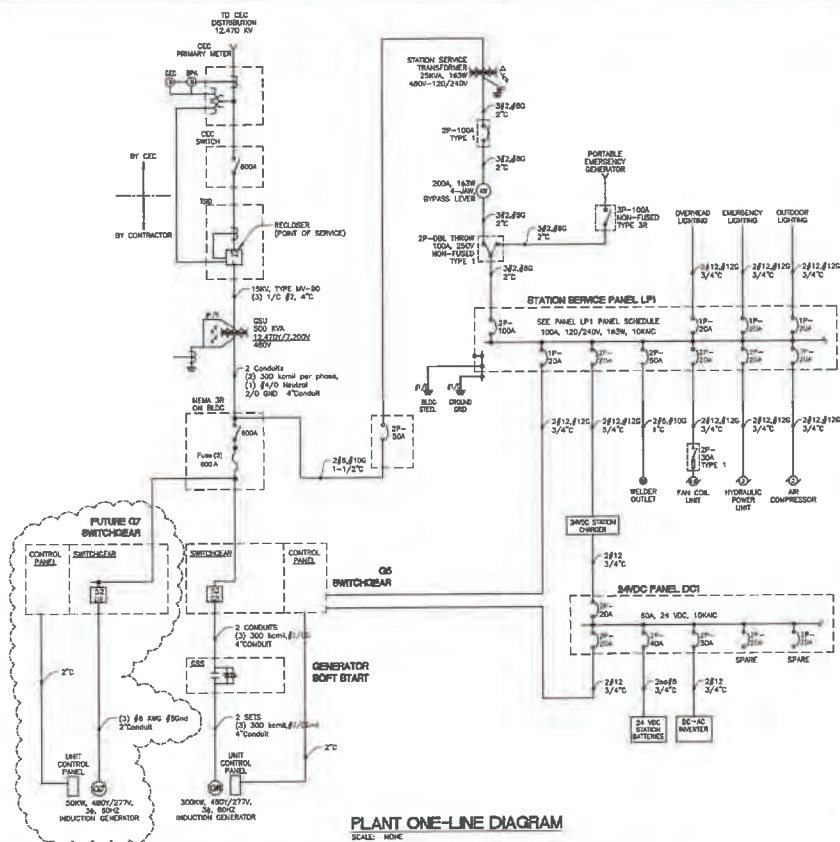
POINT OF DELIVERY / SELLER'S INTERCONNECTION FACILITIES

Instructions to Seller:

1. **Describe the point(s) of metering, including the type of meter(s), and the owner of the meter(s).**

The Point of metering is at Central Electric Cooperative meter connected to the high side of CEC transformer located at the site. Type of meter: SEL-735 Power Quality and Revenue Meter is fully Class A-compliant to the IEC 61000-4-30 power quality standard. TSID is the owner of the meter.

1. **Provide single line diagram of Facility including station use meter, Facility output meter(s), Interconnection Facilities, Point of Interconnection.** One-line diagrams of the Facility, metering, and Point of Interconnection are attached.
2. **Specify the Point of Delivery, and any transmission facilities on Seller's side of the Point of Delivery used to deliver Net Output.** Central Electric Cooperative will deliver the generation to Bonneville Power Administration at CEC's Sisters 115 kV Substation. BPA will deliver the generation to PacifiCorp's Redmond terminal, Bay 14 of the BPA Redmond 115 KV Substation.

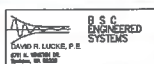


Panelboard Schedule											
WAVE PROJECT		LIFT		WAVESE HYDROCOLLECTING		WAVESE 2P-100A		VOLTS: 240 / 120		PHASES: 1 / 3W	
LOCATION: 14000		SCHEDULER: 1000		BASIC CU		BASIC AL		WAVESE SURFACE		SHORT NO:	
LINE	TYPE	DESCRIPTION	AMP	PHASE	LINE	TYPE	DESCRIPTION	AMP	PHASE	LINE	TYPE
1	L	LOADS-INDUCER B	20	1	1	B	WELDER (HIGH-LOW-COOLANT)	50	1	1	1
2	L	LOADS-INDUCER B	20	1	2	B					
3	L	RECEPIVABLES	800	1	3	B	M 73W COIL UNIT	20	2	750	
4	D	SPA BACE CONTROLLER, PANEL	500	1	4	B					
5	D	REPT-COOL BOMB	500	1	5	B	HYDRAULIC POWER UNIT	20	2	2,000	
6	D	REPT-COOL BOMB	500	1	6	B					
7	L	LOADS-INDUCER B	20	1	7	B	24 VDC STATION BATT CHGR	20	2	800	
8	L	LOADS-INDUCER B	20	1	8	B					
9	L	LOADS-INDUCER B	20	1	9	B	AIR COMPRESSOR	20	2	2,000	
10	L	LOADS-INDUCER B	20	1	10	B					
11	L	LOADS-INDUCER B	20	1	11	B					
12	L	LOADS-INDUCER B	20	1	12	B					
13	L	LOADS-INDUCER B	20	1	13	B					
14	L	LOADS-INDUCER B	20	1	14	B					
15	L	LOADS-INDUCER B	20	1	15	B					
16	L	LOADS-INDUCER B	20	1	16	B					
17	L	LOADS-INDUCER B	20	1	17	B					
18	L	LOADS-INDUCER B	20	1	18	B					
19	L	LOADS-INDUCER B	20	1	19	B					
20	L	LOADS-INDUCER B	20	1	20	B					
21	L	LOADS-INDUCER B	20	1	21	B					
22	L	LOADS-INDUCER B	20	1	22	B					
23	L	LOADS-INDUCER B	20	1	23	B					
24	L	LOADS-INDUCER B	20	1	24	B					
25	L	LOADS-INDUCER B	20	1	25	B					
26	L	LOADS-INDUCER B	20	1	26	B					
27	L	LOADS-INDUCER B	20	1	27	B					
28	L	LOADS-INDUCER B	20	1	28	B					
29	L	LOADS-INDUCER B	20	1	29	B					
30	L	LOADS-INDUCER B	20	1	30	B					
31	L	LOADS-INDUCER B	20	1	31	B					
32	L	LOADS-INDUCER B	20	1	32	B					
33	L	LOADS-INDUCER B	20	1	33	B					
34	L	LOADS-INDUCER B	20	1	34	B					
35	L	LOADS-INDUCER B	20	1	35	B					
36	L	LOADS-INDUCER B	20	1	36	B					
37	L	LOADS-INDUCER B	20	1	37	B					
38	L	LOADS-INDUCER B	20	1	38	B					
39	L	LOADS-INDUCER B	20	1	39	B					
40	L	LOADS-INDUCER B	20	1	40	B					
41	L	LOADS-INDUCER B	20	1	41	B					
42	L	LOADS-INDUCER B	20	1	42	B					

[illegible]

FOR PLAN REVIEW ONLY
15 JUNE 2020

A	(6-3-20)	FOR REVIEW		LUCKE	LUCKE LUKE
REV DATE	DESCRIPTION			DEN BY	DEN BY CHG BY



TSID MCKINZIE



Plant One-Line Diagram Panel Schedules
Three Sisters Irrigation District McKinzie Project 18150 Simmons Rd. Sisters, OR 97759

Drawing No.
E1.2
Project No.

EXHIBIT C
REQUIRED FACILITY DOCUMENTS

REQUIRED OF ALL FACILITIES:

- 1) QF Certification: Docket Number CD17-14-000-Oregon
- 2) Interconnection Agreement: Provided June 15, 2020
- 3) Transmission Service Agreement: BPA Use of Facilities Agreement: Contract No. 13TX-15854, Dated October 21, 2021
- 4) FERC Conduit Exemption: Project No. CD-14-17-000 dated August 15, 2017
- 5) Water Rights: Oregon Water Resources PC 911
- 6) Fuel Supply Agreement – See Motive Force Plan, Exhibit D-1 and D-2

REQUIRED IF SELLER ELECTS TO GRANT SENIOR LIEN OR STEP-IN RIGHTS:

- 7) Deed or Lease to Facility Premises – Provided
- Preliminary Title Report of Premises NA
Proof of ownership of Facility NA

Depending upon the type of Facility and its specific characteristics, additional Required Facility Documents may be requested.

FEDERAL ENERGY REGULATORY COMMISSION
Washington, D.C. 20426

OFFICE OF ENERGY PROJECTS

Docket No. CD17-14-000 – Oregon
McKenzie Reservoir Hydroelectric
Facility Project
Three Sisters Irrigation District

August 15, 2017

Mr. Marc Thalacker
Three Sisters Irrigation District
PO Box 2230
Sisters, OR 97759

Subject: Determination that the McKenzie Reservoir Hydroelectric Facility Project
Meets the Qualifying Conduit Hydropower Facility Criteria

Dear Mr. Thalacker:

On June 22, 2017, Three Sisters Irrigation District, filed a notice of intent, pursuant to section 30(a) of the Federal Power Act (FPA), 16 U.S.C. § 823a (2012), as amended by Section 4 of the Hydropower Regulatory Efficiency Act of 2013, Pub. L. 113-23, § 4a, 127 Stat. 493 (2013), to construct a qualifying conduit hydropower facility, the McKenzie Reservoir Hydroelectric Facility Project, to be located near the town of Sisters, Deschutes County, Oregon.

On June 27, 2017, Commission staff issued a public notice that preliminarily determined that the project met the statutory criteria for a qualifying conduit hydropower facility, and thus was not required to be licensed under Part I of the FPA. The notice established a 45-day period for entities to contest whether the project met the criteria. No interventions or comments were filed. Accordingly, this letter constitutes a written determination that the McKenzie Reservoir Hydroelectric Facility Project meets the qualifying criteria under FPA section 30(a), and is not required to be licensed under Part I of the FPA. Qualifying conduit hydropower facilities remain subject to other applicable federal, state, and local laws and regulations.

If you have any questions, please contact Robert Bell at (202) 502-6062 or robert.bell@ferc.gov.

Sincerely,

A handwritten signature in dark ink, appearing to read "Kelly Houff", with a long horizontal flourish extending to the right.

For Kelly Houff
Chief, Engineering Resources Branch
Division of Hydropower Administration
and Compliance

EXHIBIT A, REVISION NO. 3 USE-OF-FACILITIES CHARGES

This Exhibit A, Revision No. 3 (Revision) replaces Exhibit A, Revision No. 2 in its entirety and provides for the addition of 300 kW associated with the McKenzie-Hydro project and updates the monthly Use-of-Facilities (UFT) charge for the additional 300 kW effective March 1, 2022.

Calculation of Charges Pursuant to the UFT-2022 Rate Schedule¹ Effective March 1, 2022

<u>Facility</u>	<u>Investment</u>	<u>I&A Annual Cost Ratio²</u>	<u>I&A Annual Cost³</u>	<u>O&M Annual Cost⁴</u>	<u>Total Annual & Allocated Cost⁵</u>	<u>Sum of Non-Coincidental Demands kW⁶</u>			<u>\$/kW/yr.⁸</u>
						<u>TSID⁷</u>	<u>BPA</u>	<u>TOTAL</u>	
PACW Redmond Terminal (B1555) CEC	\$874,355	9.18%	\$80,266	\$6,379	\$126,302	1200	59,300	60,500	\$2.10
Sisters Terminal (B2034) ⁹	\$1,226,498	9.18%	\$112,592	\$6,379	\$158,629	1200	69,300	70,500	\$2.26

Total Annual UFT Charge

$$\begin{aligned}
 (1200 \text{ kW} \times \$ 2.10) &= \$ 2520 \\
 (1200 \text{ kW} \times \$ 2.26) &= \$ \underline{2712} \\
 \text{Total} &= \$ 5232
 \end{aligned}$$

$$\begin{aligned}
 \text{Total Monthly UFT Charge}^{10} &= \$ 5232 / 12 \\
 &= \$ 436.00
 \end{aligned}$$

¹ UFT-2022 Rate Schedule or successor rate schedules.

² From ACR table March 31 2017, ACR for H5 type substation, excluding O&M.

³ I&A Annual Costs = (Investment x I&A Annual Cost Ratio).

⁴ From O&M table Sept 30 2007, O&M for 115 kV terminal w/ gas breaker. Includes Station General and Administration.

⁵ Total Annual & Allocated Annual Cost = (I&A Annual Cost + O&M Cost + Allocated Annual Cost)
Allocated Annual Cost is \$19,829 + \$19,829 = \$39,657, which is the portion of the cost of the 115 kV bus tie (B1558) and bus sectionalizing (B1557) allocated to each line terminal. These breakers support 6 terminals, so 1/6 of the cost of each is assigned to each of the six terminals. The allocated cost is determined as:
\$19,829 = \$1,226,498*9.18% (Annual I&A) plus \$6,379 (Annual O&M) times 1/6th.

⁶ Approximate peak flow from SCADA, ignoring outliers.

⁷ Three Sisters Irrigation District.

⁸ \$/kW/yr. = (Total Annual & Allocated Annual Cost) / Total Non-Coincidental Demands kW.

⁹ The CEC Sisters terminal, as well as the 115 kV bus tie (B1558) and 115 kV bus sectionalizing (B1557) are all new, and investment data is not yet available. Investment is based on typical estimate number ST-7893-5 adjusted for 2012 overheads of 23%.

¹⁰ This charge has been adjusted for 12 equal whole dollar monthly payments.

SIGNATURES

This Revision may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

THREE SISTERS IRRIGATION DISTRICT

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By:



By:

ERIC TAYLOR

Digitally signed by ERIC TAYLOR
Date: 2021.10.14 15:04:21 -07'00'

Title:

TSID Manager

Title:

Transmission Account Executive

If opting out of the electronic signature:

By:



Name:

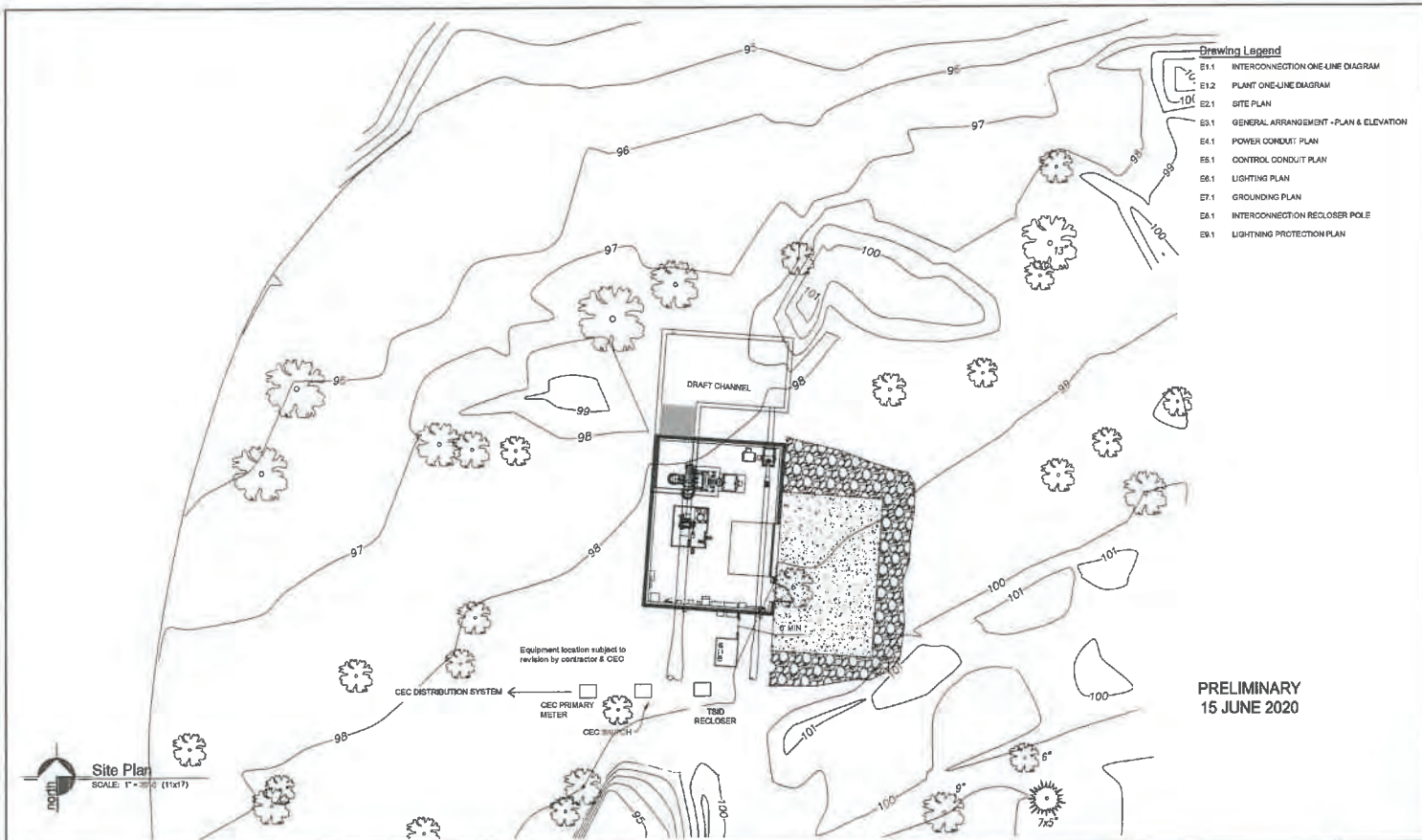
Marc Thalacker
(Print/Type)

Title:

TSID Manager

Date:

10/21/2021



- Drawing Legend**
- E1.1 INTERCONNECTION ONE-LINE DIAGRAM
 - E1.2 PLANT ONE-LINE DIAGRAM
 - E2.1 SITE PLAN
 - E3.1 GENERAL ARRANGEMENT - PLAN & ELEVATION
 - E4.1 POWER CONDUIT PLAN
 - E5.1 CONTROL CONDUIT PLAN
 - E6.1 LIGHTING PLAN
 - E7.1 GROUNDING PLAN
 - E8.1 INTERCONNECTION RECLOSER POLE
 - E9.1 LIGHTNING PROTECTION PLAN

PRELIMINARY
15 JUNE 2020

<div> <div>Site Plan</div> <div>SCALE: 1" = 30' (11x17)</div> </div>				<div> <div>TSID MCKINZIE</div> <div>Three Sisters Irrigation District</div> </div>		<div> <div>Site Plan</div> <div>Three Sisters Irrigation District</div> <div>McKinzie Project</div> <div>18150 Simmons Rd, Sisters, OR 97759</div> </div>		<div> <div>Drawing No.</div> <div>E2.1</div> <div>Project No.</div> </div>
<div> <div>REV</div> <div>DATE</div> <div>DESCRIPTION</div> </div>	<div> <div>A</div> <div>4-7-20</div> <div>FOR REVIEW</div> </div>	<div> <div>#</div> <div>TF</div> <div>LUCKE</div> <div>LUCKE</div> </div>	<div> <div>DRAWN BY</div> <div>DSN BY</div> <div>CHK BY</div> </div>	<div> <div>TSID MCKINZIE</div> <div>Three Sisters Irrigation District</div> </div>		<div> <div>Site Plan</div> <div>Three Sisters Irrigation District</div> <div>McKinzie Project</div> <div>18150 Simmons Rd, Sisters, OR 97759</div> </div>		<div> <div>Drawing No.</div> <div>E2.1</div> <div>Project No.</div> </div>

VOL 117 PAGE 179

KNOW ALL MEN BY THESE PRESENTS, That We, Clayton Baltimore and Bertha
Baltimore, husband and wife

in consideration of Ten and no/100 Dollars,
and other good consideration

to them paid by Squaw Creek Irrigation District an Irrigation
District under the laws of the State of Oregon

do hereby grant, bargain, sell and convey unto said Squaw Creek Irrigation District
of Star Route Redmond Oregon

heirs and assigns, all the following real property, with the tene-
ments, hereditaments and appurtenances, situated in the

County of Deschutes and State of Oregon, bounded and described as follows, to-wit:

The South Half of Northwest Quarter ($S\frac{1}{2}$ NW $\frac{1}{4}$) Sec. 33 Twn. 14 S. Range 11 E.W.

Approximately 20 acres in the Northeast Quarter of Southwest Quarter of Sec. Thirty Three (33) Twn. 14 S. Range 11 E.W.M. described as follows; Commencing at the center of Section 33 of said township and range, thence west 50 rods of a point, thence south easterly to a point on the south line of the said NE $\frac{1}{4}$ of SW $\frac{1}{4}$ which point is about 30 rods west of the southeast corner of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec. 33-14-11; thence east 30 rods to said southeast corner, thence north to the place of beginning;

Also an easement for a right of way on each side of the existing Squaw Creek Irrigation District canal through the Southeast Quarter of the Southwest Quarter of said Sec. 33 said easement to be 150 feet on each side of the center line of said canal but reserving to the grantor all water rights appurtenant to the said southeast Quarter of Southwest Quarter of Section Thirty three, Township Fourteen (14) South Range 13 E.W.M.

The grantee Squaw Creek Irrigation District agrees to install and maintain a culvert and farm crossing across the aforesaid easement at approximately the north line of the Southeast Quarter of Southwest Quarter of said Section 33. That the easement granted is conditional up said farm crossing being installed and maintained. The Grantee district shall construct a fence on the exterior boundary of the Northeast Quarter of Southwest Quarter of said Section 33.

TO HAVE AND TO HOLD, the above described and granted premises unto the said

Squaw Creek Irrigation District for the operation of its irrigation system

STATE OF OREGON,

County of Deschutes } ss.

BE IT REMEMBERED, That on this _____ day of August 1957,
before me, the undersigned, a _____ Notary Public
in and for said County and State, personally appeared the within named
Clayton Baltimore and Bertha Baltimore, husband and wife,
_____ who are known to me to be
the identical individual^s described in and who executed the within instrument and acknowledged to me
that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and

seal the day and year last above written.

[Signature]
Notary Public for Oregon.

My Commission Expires June 13, 1961



DEED

Bargain and Sale

Clayton Baltimore et ux

TO

Squaw Creek Irrigation District

STATE OF OREGON

County of Deschutes } ss.

I certify that the within instru-
ment was received for record on the
3rd day of September
A. D. 1957 at 2:21 o'clock A
M., and recorded in book 117
on page 177 Record of Deeds
of said County.

Witness my hand and seal of
County affixed.

[Signature]
County Clerk
Recorder of Conveyances.

By [Signature] Deputy.

Appendix B



CENTRAL ELECTRIC

Application for Interconnection/Wheeling of Generation Systems

WHO SHOULD FILE THIS APPLICATION: Anyone planning to install generation which will interconnect with Central Electric Cooperative, Inc.'s (CEC's) distribution or transmission system. This application should be completed and returned to CEC's Engineering and Operations Department in order to begin processing the request. A \$1,000 payment is required with this submission.

INFORMATION: This application is used by CEC to perform a preliminary interconnection review. The Interconnection Member shall complete as much of the form as possible. The fields in **BOLD** are required to be completed to the best of the Interconnection Member's ability. The Interconnection Member will be contacted if additional information is required. CEC's response may take up to 20 business days after receipt of all the required information. **Interconnection Member must submit confirmation that they are in BPA's Interconnection Request Queue with their CEC application. An explanation of BPA's requirements and applicable forms can be found on the BPA website:**
http://transmission.bpa.gov/business/generation_interconnection/

MEMBER/INTERCONNECTION MEMBER (required)			
Company / Interconnection Member's Name: Three Sisters Irrigation District			
Representative: Marc Thalacker		Phone Number: 541-549-8815	FAX Number: 541-549-8070
Title: District Manager			
Mailing Address: PO BOX 2230			
City: Sisters	State: OR	Zip code: 97759	
Email Address: manager@tsidweb.org			
LOCATION OF GENERATION SYSTEM INTERCONNECTION			
Street Address, legal description or GPS coordinates: GPS 44°18'45.45"N, 121°25'25.38"W			
PROJECT DESIGN / ENGINEERING (if applicable) Penstock Engineer			
Company: USDA, Natural Resource Conservation Service			
Representative: Bill Cronin, P.E.		Phone: 541-664-1070 Ext 407	FAX Number:
Mailing Address: 89 Alder Street			
City: Central Point	State: OR	Zip code: 97502	
Email Address: bill.cronin@or.usda.gov			
ELECTRICAL CONTRACTOR (if applicable)			
Company: BSC Engineered Systems			
Representative: Dave Lucke		Phone: 509-994-0323	FAX Number:
Mailing Address: 6711 N Winston Dr.			
City: Spokane	State: WA	Zip code: 99208	
Email Address:			
GENERATOR SUPPLIER (if applicable)			
Company: HydroTEK			
Representative: John Liu		Phone: 801-688-9838	FAX Number:

Mailing Address:		
City:	State:	Zip code:
Email Address: <u>utahlju@gmail.com</u>		
GENERATOR DESCRIPTION		
Manufacturer: <u>Marathon</u>		Model: <u>Primeline</u>
Type (Synchronous Induction, Inverter, etc): <u>Induction</u>		Phases: <u>1 or 3</u> <u>3 Phase</u>
Nameplate kW: <u>300 kW</u>	Standby kW) <u>300 kW</u>	Frequency: <u>60HZ</u>
Rated Power Factor (%): <u>0.84.5</u>	Rated Voltage (Volts): <u>480V</u>	Rated Current (Amperes): <u>452 A</u>
Energy Source (gas, steam, hydro, wind, etc.) <u>Hydro</u>		
TYPE OF INTERCONNECTED OPERATION (check all that apply)		
Interconnection / Transfer method:		
<input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed <input checked="" type="checkbox"/> Soft Loading <input type="checkbox"/> Extended Parallel <input type="checkbox"/> Inverter		
Proposed use of generation: (Check all that may apply)		Duration Parallel:
<input type="checkbox"/> Peak Reduction <input type="checkbox"/> Standby <input checked="" type="checkbox"/> Energy Export <input type="checkbox"/> Sales		<input type="checkbox"/> None <input type="checkbox"/> Limited <input checked="" type="checkbox"/> Continuous
<input type="checkbox"/> Cover Load		
ESTIMATED LOAD INFORMATION		
The following information will be used to help properly design the interconnection. This Information is not intended as a commitment or contract for billing purposes.		
Minimum anticipated load (generation not operating):	kW: <u>3</u>	kVA: <u>3</u>
Maximum anticipated load (generation not operating):	kW: <u>3</u>	kVA: <u>3</u>
ESTIMATED START/COMPLETION DATES		
Construction start date: <u>1/1/2020</u>	Completion (operational) date: <u>10/1/2020</u>	
DESCRIPTION OF PROPOSED INSTALLATION AND OPERATION		
<p>Attach a single line diagram showing the switchgear, transformers, and generation facilities. Give a general description of the manner of operation of the generation (cogeneration, closed-transition peak shaving, open-transition peak shaving, emergency power, etc.). Also, does the Interconnection Member intend to sell power and energy or ancillary services and/or wheel power over CEC's facilities? If there is intent to sell power and energy, also define the target market. Note: If Interconnection Member is providing a completed CEC Engineering Data Submittal form with this application, this part may be omitted; simply note below "See attached Engineering Data Submittal".</p>		
See attached Single Line Diagram		
Applicant intends to wheel power over CEC facilities to the Bonneville Power Administration sub-station in Redmond, Oregon.		
BPA will deliver the power to Pacific Corp at the Redmond Sub-station.		
APPLICATION ACKNOWLEDGEMENT & AGREEMENT		
<p>With this Application, CEC will review the proposed Generation System Interconnection, identify the additional equipment and costs involved with the interconnection of this system to CEC's system, and provide a budgetary estimate of those costs. It is understood that the estimated costs supplied by CEC will be determined using the information provided. The Interconnection Member also agrees to supply, as requested, additional information, to allow CEC to better review this proposed Generation System interconnection request. By signing below, the Interconnection Member agrees and acknowledges they have read CEC's Interconnection Requirements for Generation System and will design, operate and maintain the Generation System and interconnection in accordance with those requirements.</p>		
Three Sisters Irrigation District Marc Thalacker, Manager		
Interconnection Member Name (print):		
Interconnection Member Signature:		Date:



**Interconnection of Distributed
Generation Systems in Parallel
With
Central Electric Cooperative, Inc.**

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This Generating System Interconnection/Wheeling Agreement is entered into by and between Central Electric Cooperative, Inc. ("CEC") and Three Sisters Irrigation District the "Interconnection Member"). The Interconnection Member and CEC may also be referred to in this Agreement jointly as "Parties" or individually as "Party". In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

I. SCOPE AND PURPOSE

- A. This Agreement is intended to outline the terms, conditions, rights and obligations under which the Interconnection Member may interconnect and operate a Generation System with a total Nameplate Capacity of greater than 200-kW and less than 10 MW, in parallel for any length of time with CEC's electrical distribution or transmission system at the location identified in Exhibit C and shown in the Exhibit A one-line diagram.
- B. This Agreement may authorize the Interconnection Member to export power or constitute an agreement to wheel the Interconnection Member's power. Other services that the Interconnection Member may require from CEC, or others, may be covered under separate agreements (i.e., BPA, PNGC requirements).
- C. This agreement may constitute a request for the provision of any transmission delivery service or any local distribution delivery service.
- D. The Technical Requirements for interconnection/wheeling are covered in a separate Technical Requirements document known as, the "Central Electric Cooperative, Inc. Interconnection Requirements for Generation Systems/Wheeling", a copy of which has been made available to the Interconnection Member and incorporated and made part of this Agreement by this reference.

II. DEFINITIONS

(Note: The definitions used in this document are also used throughout all CEC documents pertaining to the interconnection/wheeling of generation systems. As such, some terms may not be used or found in all documents.)

- A. **Area EPS:** An electric power system (EPS) that serves Local EPS's. Note: Typically, an Area EPS has primary access to public rights-of-way, priority crossing of property boundaries, etc.
- B. **Area EPS Operator:** The entity that operates the Area EPS.
- C. **Closed Transition Transfer:** Method of transferring the local loads between CEC's system and the generator such that the generator and CEC's system are interconnected for a short time (100 msec. or less).
- D. **Dedicated Facilities:** The equipment that is installed by CEC in order to establish the interconnection between the Generation System and CEC's distribution or transmission facilities. Dedicated facilities may not be required for CEC to provide any service to a party other than the Interconnection Member.
- E. **EPS:** (Electric Power System) Facilities that deliver electric power to a load. Note: This may include generation units.

- F. **Extended Parallel:** The Generation System is designed to remain connected with CEC for an extended period of time.
- G. **Generation:** Any device producing electrical energy, including, without limitation, rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, and any other device or technology producing or storing electrical energy.
- H. **Generation Interconnection Coordinator:** The person or persons designated by CEC to provide a single point of coordination with the Applicant for the generation interconnection/wheeling process.
- I. **Generation System:** The interconnected generator(s), controls, relays, switches, breakers, transformers, inverters and associated wiring and cables, up to the Point of Common Coupling.
- J. **Interconnection Member:** The party or parties listed above who will own/operate the Generation System and are responsible for meeting the requirements of this agreement, the Operating Agreement, and Technical Requirements. This could be the Generation System applicant, installer, owner, designer, or operator.
- K. **Local EPS:** An electric power system (EPS) contained entirely within a single premises or group of premises.
- L. **Nameplate Capacity:** The total nameplate capacity rating of all the Generation included in the Generation System. For this definition the “standby” and/or maximum rated kW capacity on the nameplate shall be used.
- M. **Open Transition Transfer:** Method of transferring the local loads between CEC’s system and the generator such that the generator and CEC’s system are never interconnected.
- N. **Point of Common Coupling:** The point where the Local EPS is connected to an Area EPS
- O. **Point of Delivery:** The point where the energy changes possession from one party to the other. Typically this will be where the metering is installed but it is not required that the Point of Delivery is the same as where the energy is metered.
- P. **Soft Loading Transfer:** Method of transferring the local loads between CEC’s system and the generator such that the generator and CEC’s system are interconnected for a limited amount of time, but for a limited amount of time (generally less than three minutes). If the interconnection extends beyond three minutes, the interconnection is then defined as extended parallel.

- Q. **Technical Requirements:** CEC Cooperative, Inc. "Interconnection Requirements for Generation Systems", as they may be amended or modified by CEC, from time to time.

III. DESCRIPTION OF INTERCONNECTION MEMBER'S GENERATION SYSTEM

- A. A description of the Generation System, including a single-line diagram showing the general arrangement of how the Interconnection Member's Generation System is interconnected with the CEC's distribution or transmission system, is attached to and made part of this Agreement as Exhibit A. The single-line diagram shows the following:
1. Point of Delivery (if applicable)
 2. Point of Common Coupling
 3. Location of Meter(s)
 4. Ownership of the equipment.
 5. Generation System total Nameplate Capacity, kW
 6. Scheduled operational (on-line) date for the Generation System.

IV. RESPONSIBILITIES OF THE PARTIES

- A. The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations, operating requirements and good utility practices.
- B. Interconnection Member shall construct, operate and maintain the Generation System in accordance with all the applicable laws and regulations, the applicable manufacture's specifications, maintenance schedules, and other recommendations, the Technical Requirements and this Agreement. Interconnection Member is responsible for all costs arising out of the design, construction, purchase, installation, operation, maintenance, repair, inspection, or replacement of the Generation System.
- C. CEC shall construct the Dedicated Facilities in a good and workmanlike manner, and in accordance with standard design and engineering practices. Interconnection Member is responsible for the costs and expenses incurred by CEC in the acquisition, construction, installation and commissioning of the Dedicated Facilities as provided below. CEC will maintain the Dedicated Facilities. Should the dedicated facilities suffer damage from any type of Force Majeure; the Interconnection Member will be required to reimburse CEC for all materials, labor and overheads associated with the repairs.

V. CONSTRUCTION

The Parties agree to cause their facilities or systems to be constructed in accordance with all applicable federal, state, and local laws, ordinances, and regulations, (including all environmental laws), and all applicable codes and standards, including without limitation, the NESC (National Electrical Safety Code), ANSI (American National

Standards Institute), IEEE (Institute of Electrical and Electronic Engineers), NEC (National Electrical Code), UL (Underwriter's Laboratory), and local building codes and other applicable ordinances in effect at the time of the installation of the Generation System.

A. Charges and payments

The Interconnection Member is responsible for the actual costs to interconnect the Generation System with CEC, including, but not limited to all costs arising out of (i) CEC's design, installation, coordination, engineering review, and testing of any portion of the Generator System, and (ii) the construction, installation, acquisition, design or testing of any Dedicated Facilities provided to connect CEC's distribution or transmission system to the Generation System,. Estimates of these costs are outlined in Exhibit B. While estimates, for budgeting purposes, have been provided in Exhibit B, the Interconnection Member is responsible for the actual costs incurred by CEC subject to reimbursement under this Agreement, even if they exceed the estimated amount(s). Unless otherwise expressly provided in Exhibit B, CEC's charges for the Dedicated Facilities will be determined consistent with the following parameters:

- For each person who provides labor on behalf of CEC in connection with the design, construction, installation, or other related work in connection with the Dedicated Facilities, CEC may charge the applicable hourly rate payable by CEC for the labor provided, plus overhead attributable to such costs, as calculated by CEC in its system of internal management accounting.
- The actual costs incurred by CEC for any materials or supplies (including freight and taxes) or outside labor used or consumed in the project plus overhead attributable to such costs, as calculated by CEC in its system of internal management accounting.

1. Dedicated Facilities

- a. During the term of this Agreement, CEC shall design, construct and install the Dedicated Facilities outlined in Exhibit B. The Interconnection Member shall be responsible for paying the actual costs of the Dedicated Facilities attributable to the addition of the Generation System.
- b. Once installed, the Dedicated Facilities shall be owned and operated by CEC and all costs associated with the operating and maintenance of the Dedicated Facilities, after the Generation System is operational, shall be the responsibility of CEC, unless otherwise agreed. In the event of a Force Majeure that damages the Dedicated Facilities, the Interconnection Member will be required to reimburse CEC for all materials, labor and overheads associated with the repairs.

- c. By executing this Agreement, the Interconnection Member grants permission for CEC to begin construction and to procure the necessary facilities and equipment to complete the installation of the Dedicated Facilities on Interconnection Member's property, as outlined in Exhibit B. If for any reason, the Generation System project is canceled under Article VIII of this Agreement, so that any or all of the Dedicated Facilities are not required, the Interconnection Member will, nonetheless, remain responsible for all costs incurred by CEC which are reimbursable by the Interconnection Member under this Agreement, other than any costs which, in the exercise of reasonable care, CEC could have avoided after delivery to CEC of a notice of termination in the manner required under this Agreement.

B. Payments

1. The Interconnection Member shall provide reasonable adequate assurances of credit, including a letter of credit, assurance bond and or personal guaranty of payment and performance from a creditworthy entity acceptable under CEC's credit policy and procedures for the unpaid balance of the estimated amount shown in Exhibit B.
2. The payment for the costs outlined in Exhibit B, shall be as follows;
 - a. Payment of estimated costs shall be paid in full prior to ordering materials and scheduling of construction work as outlined in Exhibit B and shall be due upon execution of this agreement.
 - b. The difference of estimated and actual costs incurred shall be due within 30 days from the date the bill is mailed by CEC after project completion. Amounts not paid within 10 days after the due date will accrue interest at the rate of 1.5 % per month.

VI. DOCUMENTS INCLUDED WITH THIS AGREEMENT

- A. This agreement includes the following exhibits, which are specifically incorporated herein and made part of this Agreement by this reference: (if any of these Exhibits are deemed not applicable for this Generation System installation they may be omitted from the final Agreement by CEC.)
 1. Exhibit A – Description of Generation System and single-line diagram. This diagram shows all major equipment; including, visual isolation equipment, Point of Common Coupling, Point of Delivery for Generation Systems that intentionally export, ownership of equipment and the location of metering.
 2. Exhibit B – Estimated installation and testing costs payable by the Interconnection Member. Included in this listing shall be the description and estimated costs for the required Dedicated Facilities being installed by CEC for

the interconnection of the Generation System and a description and estimate for the final acceptance testing work and commissioning to be done by CEC.

3. Exhibit C – Engineering Data Submittal – A standard form that provides the engineering and operating information about the Generation System.
4. Exhibit D – Operating Agreement – The Operating Agreement provides specific operating information and requirements for this Generation System interconnection. This Exhibit has a separate signature section and may be modified, in writing, from time to time with the agreement of both parties.
5. Exhibit E – Maintenance Agreement – This provides specific maintenance requirements for this Generation System interconnection. This Exhibit has a separate signature section and may be modified, in writing, from time to time with the agreement of both parties.

VII. TERM AND TERMINATION

- A. This Agreement is effective on the date when both the Interconnection Member and CEC have signed this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
 1. The Parties mutually agree in writing to terminate the Agreement; or
 2. The Interconnection Member terminates this agreement, by written notice to CEC, prior to the completion of the final acceptance testing of the Generation System by CEC. Once the Generation System is operational then VII.A.3 applies. Upon receipt of a cancellation notice, CEC must take reasonable steps to minimize additional costs to the Interconnection Member, where reasonably possible.
 3. After the Generation System is operational, the Interconnection Member terminates this agreement after 30 days written notice to CEC, unless otherwise set forth in Exhibit D or in the Operating Agreement; or
 4. CEC terminates this agreement after 30 days written notice to the Interconnection Member following:
 - a. The Interconnection Member's failure to pay when due any amounts owed by the Interconnection Member to CEC under this agreement, the Operating Agreement, or the Maintenance Agreement
 - b. The Interconnection Member's failure to interconnect and operate the Generation System per the terms of this Agreement or any other breach by the Interconnection Member of the terms of this Agreement; or

- c. The Interconnection Member failure to take all corrective actions specified in CEC's written notice that the Generation System is out of compliance with the terms of this Agreement, within the time frame set forth in such notice, or
 - d. If the Interconnection Member fails to complete CEC's final acceptance testing of the generation system within 24 months of the date proposed under section III.A.6.
 - e. The operation of the Generating System becomes illegal or impracticable as the consequence of the application of any statute, law or governmental rule or regulation.
5. Upon termination of this Agreement the Generation System shall be disconnected from CEC's distribution or transmission system by or under the direction of CEC. Costs incurred by CEC in connection with the disconnect will be the responsibility of the Interconnection Member. The termination of this Agreement will not relieve either Party of its liabilities and obligations which by their terms, must continue following termination, or which arise out of any transaction or occurrence which occurred, prior to termination.

VIII. OPERATIONAL ISSUES

Each Party will, at its own cost and expense, operate, maintain, repair and inspect, and shall be fully responsible for, the facilities which it now or hereafter may own, unless otherwise specified.

- A. Technical Standards: The Generation System shall be installed and operated by the Interconnection Member consistent with the requirements of this Agreement; the Technical Requirements; the applicable requirements located in the National Electrical Code (NEC); the applicable standards published by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronic Engineers (IEEE); and local building and other applicable ordinances in effect at the time of the installation of the Generation System.
- B. Right of Access: At all times, CEC employees and agents will have access to the disconnect switch of the Generation System. CEC may disconnect the Generation System for any reasonable purpose arising out of the rights and obligations under this Agreement, as necessary to satisfy its obligation to operate the CEC grid safely and to provide service to its Members. Interconnection Member authorizes CEC employees and agents access to the CEC equipment and facilities located on the premises in order to carry out its rights and obligations under this agreement.
- C. Electric Service Supplied: CEC will supply all the electrical requirements of the Interconnection Member that are not supplied by the Generation System. Such

electric service shall be supplied by CEC under the rate schedules applicable to the Member's class of service, as revised from time to time by CEC.

- D. Operation and Maintenance: The Generation System shall be operated, inspected, tested and maintained, by the Interconnection Member in accordance with the Technical Standards and any additional requirements of Exhibit D and Exhibit E, attached to this document, as amended, in writing, from time to time.
- E. Cooperation and Coordination: Both CEC and the Interconnection Member shall communicate and coordinate their operations, so that the normal operation of the CEC grid does not unduly effect or interfere with the normal operation of the Generation System and the Generation System does not unduly effect or interfere with the normal operation of the CEC grid. Under abnormal operations of either the Generation System or the CEC grid, the responsible Party shall provide reasonably timely communication to the other Party to allow mitigation of any potentially negative effects of the abnormal operation of their system.
- F. Disconnection of Unit: CEC may disconnect the Generation System as necessary, upon termination of this Agreement; non-compliance with this Agreement by Interconnection Member; system emergency, imminent danger to the public or CEC personnel; routine maintenance, repairs and modifications to the CEC grid. When reasonably possible, CEC shall provide prior notice to the Interconnection Member explaining the reason for the disconnection. If prior notice is not reasonably possible, CEC shall after the fact, provide information to the Interconnection Member as to why the disconnection was required. CEC is not liable for any loss or damage suffered by Interconnection Member, its tenants, subtenants licensees or other occupants of its premises, as a result of the disconnection of the Generation System, including without limitation, all damages for any loss of sales, consequential damages, loss of business opportunity, profits or other losses, regardless of whether such damages were foreseeable CEC shall expend reasonable effort to reconnect the Generation System in a timely manner and to work towards mitigating damages and losses to the Interconnection Member where reasonably possible.
- G. Modifications to the Generation System: Member shall notify CEC, in writing, prior to making any changes, alternations, additions, replacements or modifications to the Generation System. Such notice must be made no less than twenty business days prior to the modification. The notice must include all information reasonably required by CEC to undertake the review described in this paragraph The nature of the proposed modifications to any of the interconnection equipment, including, all interconnection required protective systems, the generation control systems, the transfer switches/breakers, interconnection protection VT's & CT's, and Generation System capacity, must be included in the notification to CEC. Interconnection Member agrees not to commence installation of any modifications to the Generating System until CEC has approved the modification, in writing. CEC shall have a minimum of five (5) business days to review and respond to the planned

modification. CEC shall not take longer than a maximum of twenty (20) business days, to review and respond to the modification after the receipt of the information required to review the modifications. Notwithstanding the foregoing, in the event of any emergency creating risk of injury, death or property damage, Interconnection Member may undertake modifications without the approval of CEC, provided that, the Interconnection Member provides written notice to CEC as soon as reasonably possible of the intent to make changes or of the changes made.

- H. Permits and Approvals: The Interconnection Member must at all times comply with all governmental laws, ordinances, rule, regulations or other requirements, shall obtain all environmental and other permits lawfully required by governmental authorities in connection with its construction, installation, acquisition, operation and maintenance of the Generation System. The Interconnection Member shall also maintain all required permits and comply with the requirements of such permits at all times during the term of this Agreement.

IX. LIMITATION OF LIABILITY/INDEMNITY

- A. Notwithstanding any other provision in this Agreement, with respect to the CEC's provision of electric service to Interconnection Member and the services provided by the CEC pursuant to this Agreement, CEC's liability to Interconnection Member shall be limited as set forth in the CEC's policies relating to the provision of electric service, which are incorporated herein by reference.
- B. If a Force Majeure event as defined in this agreement prevents a party from fulfilling any obligations under this agreement, such party will promptly notify the other party in writing and will keep the other party informed on a continuing basis as to the scope and duration of the Force Majeure event. The affected party will specify the circumstances of the Force Majeure event, its expected duration and the steps that the affected party is taking to mitigate the effect of the event on its performance. The affected party will be entitled to suspend or modify its performance of obligations under this Agreement but will use reasonable efforts to resume its performance as soon as possible.
- C. The Interconnection Member assumes all liability for and must indemnify, defend, and save harmless, CEC and its members, directors, officers, managers, employees, agents, representatives, affiliates, successors and assigns for from and against any claims, losses, costs, and expenses of any kind or character to the extent that they result from Interconnection Member's negligence or other wrongful conduct in connection with the design, construction, installation, operation or maintenance of the Facilities or Interconnection Facilities, the breach of this agreement, or personal injury, death or property damage to an employee of Interconnection Member. Such indemnity shall include, but is not limited to, financial responsibility for (a) monetary losses; (b) reasonable costs and expenses of defending an action or claim; (c) damages related to death or injury; (d) damages to property; and (e) damages for the disruption of business.

- D. CEC and Interconnection Member are each responsible for the safe installation, maintenance, repair and condition of their respective lines, wires, switches, or other equipment or property on their respective sides of the Point of Delivery. CEC does not assume any duty of inspecting the Interconnection Member's lines, wires, switches, or other equipment or property except to assure the installation is completed as specified by CEC and agreed upon by the Interconnection Member and CEC, and will not be responsible therefore. Interconnection Member assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the Point of Interconnection.
- E. For the mutual protection of the Interconnection Member and CEC, only with CEC's prior written authorization are the connections between the CEC's service wires and the Interconnection Member's service entrance conductors to be energized.
- F. Each Party's liability to the other Party for failure to perform its obligations under this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

X. DISPUTE RESOLUTION

A. Dispute Resolution: Except as provided below, all claims, disputes, controversies, and other matters in question arising out of or relating to this Agreement, the alleged breach thereof, the relationship between the parties, or the making or termination of this agreement, including claims of fraud in the inducement or claims under and federal, state or local statutes or ordinances, shall be settled by negotiation between the parties as described in Part B of this Article, if negotiation is unsuccessful, by binding arbitration in accordance with the procedures set forth in Part C of this Article. Notwithstanding the foregoing, any Reserved Claim, as defined below, by CEC is not subject to the limitations of this Article. With respect to any Reserved Claim, CEC is authorized, at its sole option, to bring any such claim before any proper court of competent jurisdiction, either before or after the commencement of informal resolution proceedings under Subpart B, but before the commencement of any arbitration proceedings under Subpart C. For the purposes of this provision, a "Reserved Claim is:

1. Any claim of CEC against Interconnection Member for collection of amounts due for reimbursement for professional services, labor, overheads, and materials provided by or on behalf of CEC under this Agreement, (whether or not such non-payment results all or in part from any set-off or counterclaim by Interconnection Member against CEC), or
2. Any claim for injunctive relief by CEC against Interconnection Member resulting from the alleged violation by Interconnection Member of any provision of this agreement.

B. Informal Resolution: Except as provided in Part A, in the event either party desires to resolve any bona fide dispute with respect to matters which relate to a party's rights or obligations under this agreement, such party shall, by written notice to the other party, have such dispute referred to no more than two of their respective employees or agents for attempted resolution by good faith negotiations within 30 days after such notice is received. Any settlement reached by the parties under this section shall not be binding until reduced to writing and signed by the CEC and Interconnection Member. When reduced to writing, such settlement agreement shall supersede all other agreements, written or oral, to the extent such agreements specifically pertain to the matters so settled. If the designated employees are unable to resolve such dispute within such 30 day period, any party may invoke the provisions of Part C below.

C. Arbitration: Except as provided in Part A, any controversy or claim arising out of or relating to this contract, including disputes relating to the formation of this agreement, or the breach thereof, must be settled by arbitration in Bend or Redmond, Oregon, at a time and location designated by the arbitrator, but not exceeding 30 days after a demand for arbitration has been made. Arbitration shall be conducted by the American Arbitration Association in accordance with its Rules of Commercial Arbitration, and judgment upon the award rendered by the arbitrator

may be entered in any court having jurisdiction thereof. The arbitrator shall be a retired state or federal judge or an attorney who has practiced commercial litigation for at least 10 years.

The arbitrators shall have the authority to award any remedy or relief that a court of this state could order or grant according to the terms of this agreement and consistent with applicable law, including, without limitation, equitable remedies, rescission, specific performance of any obligation created under this agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process; provided, however, that punitive or exemplary damages may not be awarded by the arbitrators or by any court. The arbitrators must award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and reasonable attorney's fees.

XI. INSURANCE

- A. In connection with the Interconnection Member's performance of its duties and obligations under this Agreement, the Interconnection Member shall maintain, during the term of the Agreement, general liability insurance, from a qualified insurance agency with a B+ or better rating by "Best" and with a combined single limit of not less than:
 - 1. Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generation System is between 200-kW and 10 MW.
 - 2. Such general liability insurance shall include coverage against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the Interconnection Member's ownership and/or operating of the Generation System under this agreement.
- B. The general liability insurance required shall, by endorsement to the policy or policies, (a) include CEC as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that CEC shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to CEC prior to cancellation, termination, alteration, or material change of such insurance.
- C. If the Generation System is connected to an account receiving residential service from CEC and its total generating capacity is smaller than 25-kW, then the endorsements required in Section XI.B shall not apply.
- D. The Interconnection Member shall furnish the required insurance certificates and endorsements to CEC prior to the initial operation of the Generation System.

Thereafter, CEC shall have the right to periodically inspect or obtain a copy of the original policy or policies of insurance.

- E. Evidence of the insurance required in Section XI.A. shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by CEC.
- F. If the Interconnection Member is self-insured with an established record of self insurance, the Interconnection Member may comply with the following in lieu of Section XI.A – E:
 - 1. Interconnection Member shall provide to CEC, at least thirty (30) days prior to the date of initial operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under section XI.A
 - 2. If Interconnection Member ceases to self-insure to the level required hereunder, or if the Interconnection Member is unable to provide continuing evidence of its ability to self-insure, the Interconnection Member agrees to immediately obtain the coverage required under Section XI.A.
- G. Failure of the Interconnection Member or CEC to enforce the minimum levels of insurance does not relieve the Interconnection Member from maintaining such levels of insurance or relieve the Interconnection Member of any liability.
- H. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Central Electric Cooperative, Inc.
PO Box 846
Redmond, OR 97756

XII. MISCELLANEOUS

A. FORCE MAJEURE

- 1. An event of Force Majeure means any act of God, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. An event of Force Majeure does not include an act of negligence or intentional wrongdoing. Neither Party will be considered in default as to any obligation hereunder if such Party is prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an

event of Force Majeure shall make all reasonable efforts to perform its obligations hereunder

2. Neither Party will be considered in default of any obligation hereunder if such Party is prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations hereunder.

B. NOTICES

1. Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

a.If to CEC

Central Electric Cooperative, Inc.
Attention: President and CEO
PO Box 846
Redmond, OR 97756

b.If to Interconnection Member

Three Sisters Irrigation
Attn: Marc Thalacker
68000 Hwy 20 West
PO Box 2230
Sisters, Oregon 97759

2. A Party may change its address for notices at any time by providing the other Party written notice of the change, in accordance with this Section.
3. The Parties may also designate operating representatives to conduct the daily communications which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's notice to the other Party.

C. ASSIGNMENT

The Interconnection Member shall not assign its rights nor delegate its duties under this Agreement without CEC's written consent. Any assignment or delegation the Interconnection Member makes without CEC's written consent shall not be valid. CEC shall not unreasonably withhold its consent to the Interconnection Member's assignment of this Agreement to any responsible future owner of the real property the Generating System is authorized serve.

D. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

E. GOVERNING LAW AND INCLUSION OF CENTRAL ELECTRIC'S RATES AND RULES.

1. This Agreement shall be interpreted, governed and construed under the laws of the State of Oregon as if executed and to be performed wholly within the State of Oregon without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
2. The interconnection/wheeling services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the rate schedules and policies applicable to the electric service provided by CEC, which rate schedules and policies are hereby incorporated into this Agreement by this reference.

F. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

G. ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and appendices, constitutes the entire Agreement between the Parties with regard to the interconnection/wheeling of the Generation System of the Parties at the Point(s) of Common Coupling expressly provided for in this Agreement and supersedes all prior agreements or understandings, whether verbal or written. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement. Each party also represents that in entering into this Agreement, it has not relied on the promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated attachments, exhibits and appendices.

H. CONFIDENTIAL INFORMATION

Except as otherwise agreed or provided herein, each Party shall hold in confidence and shall not disclose confidential information, to any person (except employees, officers, representatives and agents, who agree to be bound by this section). Confidential information shall be clearly marked as such on each page or otherwise

affirmatively identified. If a court, government agency or entity with the right, power, and authority to do so, requests or requires either Party, by subpoena, oral disposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirements(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the absence of a protective order or waiver the Party shall disclose such confidential information which, in the opinion of its counsel, the party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any confidential information so furnished.

I. NON-WARRANTY

Neither by inspection, if any, or non-rejection, nor in any other way, does CEC give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Interconnection Member or leased by the Interconnection Member from third parties, including without limitation the Generation System and any structures, equipment, wires, appliances or devices appurtenant thereto.

J. NO PARTNERSHIP

This Agreement shall 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, 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.

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

Interconnection Member

By: [Signature]

Name: DON BOYER

Title: PRES.

Date: 5-12-20

Central Electric Cooperative, Inc.

By: [Signature]

Name: DAVID D. MCKINNAM

Title: PRESIDENT/CEO

Date: 5/6/2020

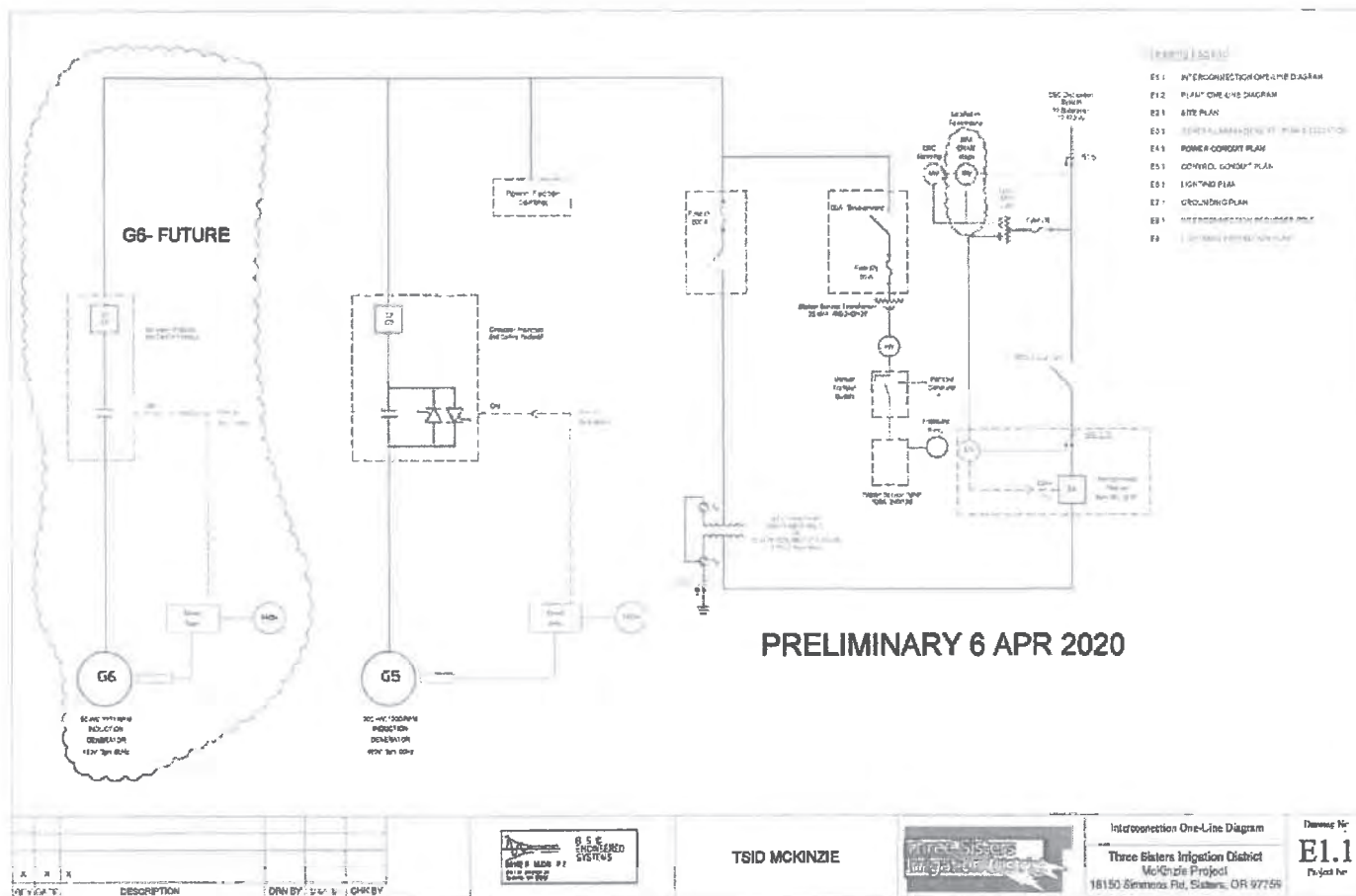
[Signature]
Karl E. Nuckert
Vice Pres
5/11/20

[Signature]
Thayne Dutton
Sec. Treasury
5/11/20

**EXHIBIT A – Generation System Description
and Single-Line Diagram.**

The generation system will be located at 18150 Simmons Road Sisters, OR 97759 on Township 14S Range 11E Section 33 Tax Lot 500. The facility will contain a 300 kW turbine and generator that will generate an average of 800,000 to 1,000,000 kWh of electricity annually. The facility will operate from March 1 through Nov 30.

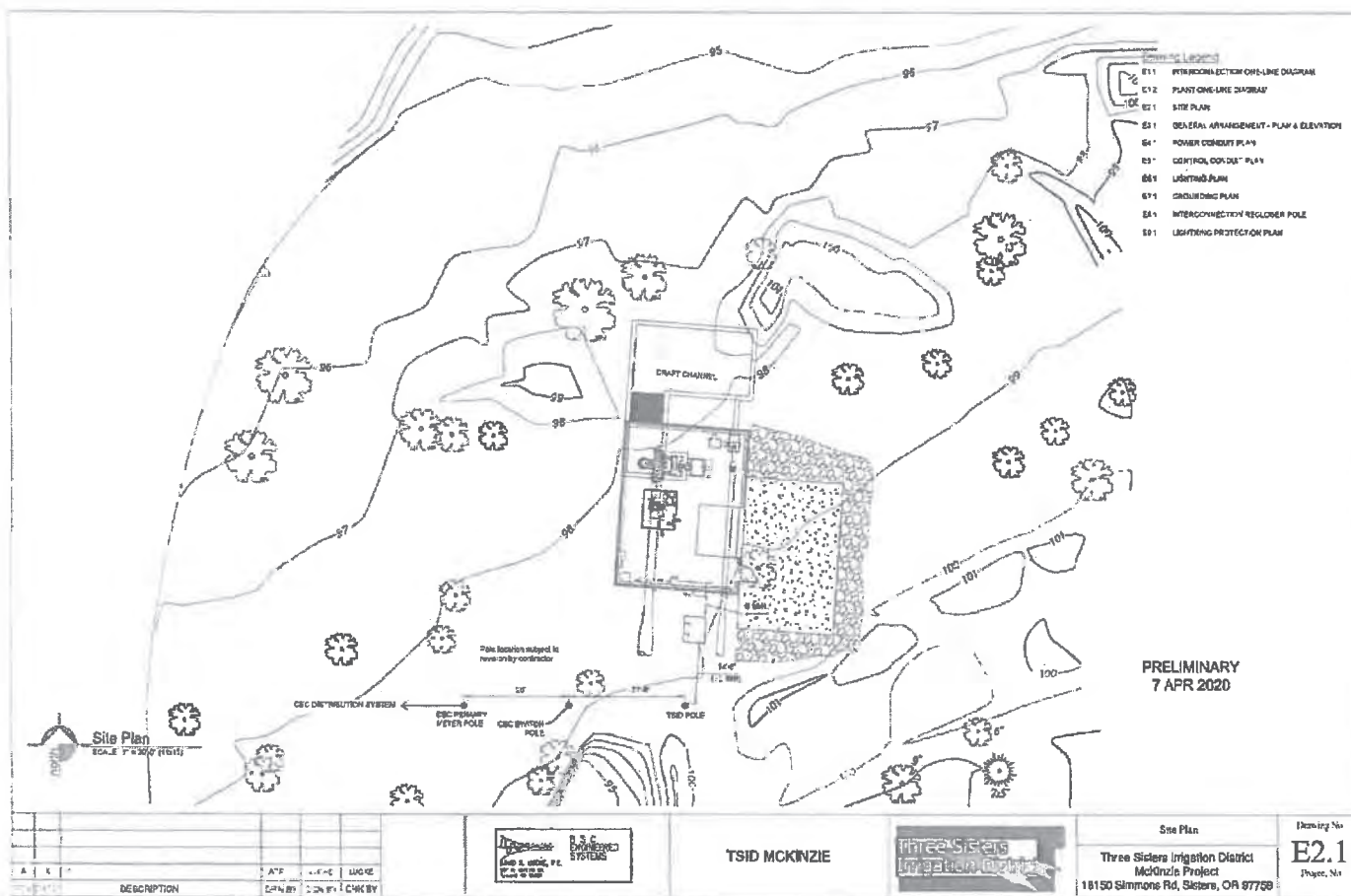
See attached one-line diagram and site plan.



TSID MCKINZIE

Interconnection One-Line Diagram
Three Sisters Irrigation District
McQuzie Project
18150 Simons Flat, Sisters, OR 97759

Drawing No.
E1.1
Project No.



**EXHIBIT B – Summary of Central Electric Costs
and Description of Dedicated Facilities
being installed by
Central Electric
for the
Interconnection of the Generation System**

This Exhibit shall provide the estimated total costs that will be the responsibility of the Interconnection Member. It is assumed that the Initial application has been filed and the engineering studies have been paid for and completed. Those costs are not included on this listing.

Listed below is a general outline of some of the major areas where costs could occur. Other costs than those listed below may be included by CEC, provided that those costs are a direct result from the request to interconnect the Generation System. The following list is only a guideline. For each installation, CEC will be creating a unique Exhibit B that is tailored for that specific Generation System interconnection.

- A) Dedicated Facilities (design, equipment procurement, project management labor/overhead, construction labor/overheads and materials, and commissioning labor/overheads.)
 - Line Extension Fee including engineering, labor and materials - \$92,807

- B) Monitoring & Control System (design, equipment procurement, project management labor/overheads, construction labor/overheads and materials, and commissioning labor/overheads.)
 - System Impact Study- \$12,000



CENTRAL ELECTRIC COOPERATIVE, INC.

www.cec.coop • P.O. Box 846, Redmond, OR 97756 • Office: 541.548.2144 • Fax: 541.548.0366

AGREEMENT

April 2, 2020

Three Sisters Irrigation District
PO Box 2230
Sisters OR 97759

RE: New **50 KW, Three Phase, 7200/12470** Nominal Transformer Voltage Service to a
Hydro Generation Plant and an Interconnection to a 300 KW, 7200/12470 nominal
voltage generating system at 18150 Simmons Rd, Sisters OR.
CIN# 5000 Acct # 8302464001 WO# 418301 Perm SO# 7207634

Under the terms of Central Electric Cooperative's (CEC) Commercial Line Extension Policy, we request payment of **\$86,972.00** to install the facilities required to provide electric service to you. The following is a breakdown of the above figure:

Line Extension Fee	\$ 104,807.00
Advanced Payment	- 18,000.00
Total Cost	86,807.00
Permanent Connection Fee	+ 165.00
Amount Due	\$ 86,972.00

The facilities charge for your new service will be **\$41.80** per month. The minimum charge is based on our general service rate schedule.

CEC shall provide electric service in accordance with CEC's policies, rules, regulations and rate schedules as they now exist or as modified from time to time in CEC's sole discretion. You agree to pay for the electric service, including any facility charges in accordance with CEC's applicable rate schedule as it now exists or may be changed from time to time.

All facilities installed by CEC shall be the property of CEC. CEC, its authorized employees, contractors, and/or agents, shall have access to the facilities at all reasonable times for any reasonable purpose, including but not limited to, inspecting, maintaining, operating, or replacing any equipment.

This cost depends on customer granting easements for CEC facilities.

Three Sisters Irrigation
April 2, 2020
Page 2 of 2

By accepting this agreement, you represent and warrant that you are authorized to contract with CEC to install the facilities required to provide electric service to this location. You further represent and warrant that this agreement constitutes a valid and binding agreement of you in accordance with its terms.

Please sign this letter in the space provided, and return it with your check so we may proceed with engineering and construction.

This cost is valid for ninety (90) days from the date of this letter.

If you have any questions, please call me.

Sincerely,

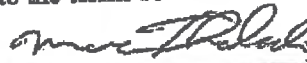


Dan Dingman
Supervisor of Engineering Services

DD:dl

I agree to the terms set forth in this letter

Signed



Dated

4/7/2020

EXHIBIT C – Engineering Data Submittal

Attach a completed Engineering Data Submittal form from Appendix C of “Central Electric Cooperative, Inc. Interconnection Process for Generation Systems/Wheeling”.

Appendix C

 CENTRAL ELECTRIC	Engineering Data Submittal For the Interconnection/Wheeling of a Generation System
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WHO SHOULD FILE THIS SUBMITTAL: Anyone in the final stages of interconnecting a Generation System with Central Electric Cooperative, Inc. (CEC) This submittal shall be completed and provided to CEC's Engineering Department during the design of the Generation System, as established in the "Central Electric's Interconnection/Wheeling Process for Distributed Generation Systems".

INFORMATION: This submittal is used to document the interconnected Generation System. The Interconnection Member's Engineer (if applicable) should complete as much of the form as applicable and the Interconnection Member shall sign and return the form to CEC. The Interconnection Member will be contacted if additional information is required.

OWNER / INTERCONNECTION MEMBER		
Company / Interconnection Member: Three Sisters Irrigation District		
Representative: Marc Thalacker	Phone Number: 541-549-8815	FAX Number: 541-549-8070
Title: Manager		
Mailing Address: PO Box 2230 Sisters, Oregon 97759		
Email Address: manager@tsidweb.org		

PROPOSED LOCATION OF GENERATION SYSTEM INTERCONNECTION
Street Address, Legal Description or GPS coordinates: 18150 Simmons Road Sisters, Oregon 97759
14S-11E W.M., Sec 33 Tax Lot 500

PROJECT DESIGN / ENGINEERING (if applicable)		
Company: NA		
Representative:	Phone:	FAX Number:
Mailing Address:		
Email Address:		

ELECTRICAL ENGINEER		
Company: BSC GROUP, INC		
Representative: David Lucke, PE	Phone: 509 994 0323	FAX Number: 866 308 7327
Mailing Address: 6711 N Winston Dr. Spokane, WA 99208		
Email Address: Dave@BSCENGR.COM		

TYPE OF INTERCONNECTED OPERATION	
Interconnection / Transfer method: <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed <input checked="" type="checkbox"/> Soft Loading <input checked="" type="checkbox"/> Extended Parallel <input type="checkbox"/> Inverter	
Proposed use of generation: (Check all that may apply) <input type="checkbox"/> Peak Reduction <input type="checkbox"/> Standby <input checked="" type="checkbox"/> Energy Export Sales <input type="checkbox"/> Cover Load	Duration Parallel: <input type="checkbox"/> None <input type="checkbox"/> Limited <input checked="" type="checkbox"/> Continuous
Interconnection Switch Mfg. _Cooper_ Model M Force	Amps: Switchgear 600 A @ 12,470 kV

ESTIMATED LOAD 88

The following information will be used to help properly design the interconnection. This information is not intended as a commitment or contract for billing purposes.

Minimum anticipated load (generation not operating):	kW: 3	kVA: 3
Maximum anticipated load (generation not operating):	kW: 3	kVA: 3

GENERATION SYSTEM OPERATING INFORMATION (if applicable) N/A

Fuel Capacity (gals): N/A	Full Fuel Run-time (hrs):
Engine Cool Down Duration (Minutes):	Start time Delay on Load Shed signal:
Start Time Delay on Outage (Seconds):	

INDUCTION GENERATOR

Rotor Resistance (R _r): 0.248	Ohms	Stator Resistance (R _s): 0.0172	Ohms
Rotor Reactance (X _r): 0.1943	Ohms	Stator Reactance (X _s): 0.2228	Ohms
Magnetizing Reactance (X _m): 3.810	Ohms	Short Circuit Reactance (X _d ''): 0.2833	Ohms
Design Letter: #		Frame Size: 508	
Exciting Current: 426 FLA		Temp Rise (deg C°): 80C @ 1.0SF	
Nameplate kW: 300			
Reactive Power Required: 42.1	k Vars (no Load)	42.1	kVars (full load)

Additional Information:

INTERCONNECTION (STEP-UP) TRANSFORMER (to be determined)

Manufacturer: Cooper		kVA: 500 kVA	
Date of Manufacture: LATER		Serial Number: LATER	
High Voltage: 7200/12470Y Volts	Connection: delta wye WYE	Neutral solidly grounded? YES	
Low Voltage: 277/480Y Volts	Connection: delta wye WYE	Neutral solidly grounded? YES	
Transformer Impedance (Z): 4.7%	% on	kVA base	
Transformer Resistance (R): LATER	% on	kVA base	
Transformer Reactance (X): LATER	% on	kVA base	
Neutral Grounding Resistor (if applicable)		Not Applicable	

We will use BPA & PacifiCorp standard settings philosophy, to be determined later.

Relay Information : Please Include pickup setting and time delay for each protective element			
Relay Type	Schweitzer Engineering	Relay Model No.	SEL 351R
CT Ratio	1000:1	VT Ratio	7200:120
Under-voltage (27)		Reverse Power (32R)	
Over-current (50/51)		Lockout Relay (86) trips...	
Over-voltage (59)		Synch Check Relay (25)	
Under-frequency (81U)		Parallel Limit Timer (62PL)	
Over-frequency (81O)			

INVERTER (If applicable) N/A			
Manufacturer:		Model:	
Rated Power Factor (%):	Rated Voltage (Volts):	Rated Current (Amperes):	
Inverter Type (ferroresonant, step, pulse-width modulation, etc.):			
Type of Commutation: forced line	Minimum Short Circuit Ratio required:		
Minimum voltage for successful commutation:			
Current Harmonic Distortion	Maximum Individual Harmonic (%):		
	Maximum Total Harmonic Distortion (%):		
Voltage Harmonic Distortion	Maximum Individual Harmonic (%):		
	Maximum Total Harmonic Distortion (%):		
Describe capability, if any, to adjust reactive output to provide voltage regulation:			
NOTE: Attach all available calculations, test reports, and oscillographic prints showing inverter output voltage and current waveforms.			

GENERATION SYSTEM OPERATION / MAINTENANCE CONTACT INFORMATION		
Maintenance Provider: Three Sisters Irrigation District	Phone #:541-549-8815	Pager #:
Operator Name: Three Sisters Irrigation District	Phone #:	Pager #:
Person to Contact before remote starting of units		
Contact Name: Marc Thalacker	Phone #:541-419-5850	Pager #:
	24hr Phone #: same	

EXHIBIT D & E

TSID will be responsible for operating and maintaining its equipment and CEC will be responsible for operating and maintaining its equipment thus eliminating the need for operating or maintenance agreements. TSID will provide CEC with their operating schedule in writing each generating season.

At TSID's request, CEC will provide a visual disconnect from CEC's Distribution System at no charge during regular business hours. Should TSID require a visual disconnect after CEC's regular business hours, CEC will charge TSID the actual cost of providing the service.

**BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON**

In the Matter of Three Sisters Irrigation District's)	FINAL ORDER APPROVING
Application to use its existing water right for)	PC 911
hydroelectric purposes, Deschutes County)	

Authority:

ORS 543.765 (1) Notwithstanding ORS 537.145 and ORS chapter 543, the holder of a water right may apply to the Water Resources Department (Department) for a certificate to use water for hydroelectric purposes within an artificial delivery system under the applicant's existing water right. ORS 543.765 (3) (b). The Department may issue a final order and certificate to use water for hydroelectric purposes upon making a final determination that the proposed hydroelectric use does not impair, or is not detrimental to, the public interest in a manner provided in ORS 537.170 (8).

Application History:

The Three Sisters Irrigation District's (District) application for use of its existing water rights for hydroelectric purposes was received by the Department on February 21, 2020. Upon receipt of the application the Department assigned an application number of PC 911. The project is also known by its Federal Energy Regulatory Commission (FERC) docket number CD17-14-000. On March 3, 2020, the Department placed the application on its weekly public notice for a 30 day comment period, closing on April 3, 2020, and provided notice to the Oregon Department of Fish and Wildlife (ODFW). ODFW filed timely comments on the application. No other comments were received.

The District received ODFW approval for a fish screen at the headgate of its main irrigation canal on June 22, 2010. The fish screen prevents resident fish species from entering the canal and becoming entrained.

On August 15, 2017, the FERC issued a determination that the District's McKenzie Reservoir Hydroelectric Facility (Project) meets qualifying conduit hydropower facility criteria, under Federal Power Act (FPA) section 30(a), and therefore is not required to be licensed under Part 1 of the FPA.

Project Description:

The District has senior water rights for irrigation from Whychus Creek in the Deschutes River basin. This application would use water that is already diverted through the pipeline for irrigation purposes. No additional water shall be diverted for hydroelectric purposes.

Water will be diverted from the Whychus Creek through the existing fish screen, then into the District's Main Canal Pipeline. Water is then conveyed to Watson Reservoir approximately three miles from the diversion and may pass through hydroelectric turbines authorized under water certificates 87798 (up to 56 cfs) or 92035 (up to 20 cfs). Water is diverted from Watson Reservoir under Certificates 31339 and 74135 through the North pipe of the District's Watson McKenzie Main Canal pipeline to the new McKenzie Reservoir Hydroelectric Facility. A 30'x30' building will house a turbine with installed capacity of 300 kilowatts (kW). The turbine will use up to 35 cubic feet per second (cfs) of water for hydroelectric generation with an operating head of 124 feet. This will provide approximately 493 theoretical horsepower (thp) of capacity. After the water flows through the turbine it will discharge to McKenzie Reservoir for later delivery to the District's Lower District pipelines and water users.

Findings of Fact:

The Department has reviewed the project under standards of 543.765 (3)(b) for determining that the proposed use does not impair, or is not detrimental to, the public interest in the manner provided in ORS 537.170 (8).

a) Conserving the highest use of water for all purposes.

Water used for this Project is already allocated for storage and irrigation purposes under water right Certificates 31339 and 74135 and shall conform to these water rights. No additional water shall be allocated for hydroelectric purposes. Water will pass from the irrigation pipeline through the powerhouse, then continue to the open reservoir. All water will be conserved for irrigation purposes. No loss of water is expected from the Project.

b) Maximum economic development of the water

This Project allows for water to be used for multi-purposes including irrigation and hydroelectric power generation. The economic benefits of the water are increased by this Project.

c) Control of water for beneficial purposes

The Project provides for the control of water for beneficial purposes utilizing existing pipelines, canals and diversion facilities. No changes are expected to any of these existing facilities.

d) Amount of water available for appropriation for beneficial use.

The amount of water available for beneficial use is known from records of irrigation diversions since 1924. No additional water will be diverted for this Project. A maximum of 35 cfs is expected to be available during the irrigation season for the Project.

- e) Prevention of wasteful, uneconomic, impracticable, or unreasonable use of the water.

The Project's operation increases the economic benefits of the water by providing a new source of hydroelectric power and revenues while maintaining irrigation benefits. It prevents wasteful, uneconomic, impracticable or unreasonable uses of water

- f) Vested and inchoate rights to use of the water and means to protect those rights.

Since the Project will not divert any additional water than is allowed under the existing irrigation water right, all other vested and inchoate rights are protected and will not be affected by the issuance of this water right.

- g) State water resources policy under ORS 536.295 - .350, 537.505 - .534.

ORS 536.295 - .350 govern classification of waters of the state such has been done in the Deschutes Basin Program (OAR 690-505). The classifications apply to new allocations of water and are intended to protect existing rights, established duties of water, and relative priorities of rights. Because this Project does not require a new allocation of water and is allowed to be added to an existing use under ORS 543.765, the use is consistent with the existing basin Program.

ORS 537.505 - .534 govern the appropriation of groundwater and aquifer storage. Since the Project will only be issued a water right for surface water and storage, there are no water resources policies enacted under these statutes that need to be considered.

The Department finds that the project will not impair or be detrimental to the public interest based on the standards of 537.170(8).

ODFW commented that the Project be required to continue the operational proficiency of the fish screen located at the main point of diversion, as it is essential to the to the protection and restoration of native fish populations in the basin. ODFW also recommended that if unanticipated circumstances or emergency situations arise where fish or wildlife are being killed, harmed or endangered by project facilities, the District shall immediately take appropriate action to prevent further loss. The District shall notify the nearest ODFW office within 24 hours and comply with measures required by ODFW to prevent additional injury or mortality.

Conclusions of Law

Taking into account the following factors of ORS 537.170(8):

- (a) Conserving the highest use of the water for all purposes, including irrigation, domestic use, municipal water supply, power development, public recreation, protection of commercial and game fishing and wildlife, fire protection, mining, industrial purposes, navigation, scenic attraction or any other beneficial use to which the water may be applied for which it may have a special value to the public.

- (b) The maximum economic development of the waters involved.
- (c) The control of the waters of this state for all beneficial purposes, including drainage, sanitation and flood control.
- (d) The amount of waters available for appropriation for beneficial use.
- (e) The prevention of wasteful, uneconomic, impracticable or unreasonable use of the waters involved.
- (f) All vested and inchoate rights to the waters of this state or to the use of the waters of this state, and the means necessary to protect such rights.
- (g) The state water resources policy formulated under ORS 536.295 to 536.350 and 537.505 to 537.534.

The project is well adapted to the development and utilization of the water power involved. The proposed hydroelectric use does not impair, or is not detrimental to, the public interest in a manner provided in ORS 537.170 (8).

The Department shall issue the attached certificate.

ISSUED: JUL 31 2020



Dwight French, Administrator
Water Right Services Division, *for*
Thomas M. Byler, Director
Oregon Water Resources Department

Attachment 1 Certificate

**STATE OF OREGON
COUNTY OF DESCHUTES
CERTIFICATE OF WATER RIGHT**

THIS CERTIFICATE ISSUED TO:

**THREE SISTERS IRRIGATION DISTRICT
P.O. BOX 2230
SISTERS, OR 97759**

confirms the right to use up to 35 CUBIC FEET PER SECOND (cfs) of the waters of WHYCHUS CREEK, tributary to the DESCHUTES RIVER, with 124 feet of head to develop HYDROELECTRIC CAPACITY of 493 THEORETICAL HORSEPOWER (THP).

The use of water for hydroelectric purposes shall be in conjunction with water diverted under the rights of the Three Sisters Irrigation District (District) for purposes, as evidenced by certificates 31339 and 74135 and as delivered through the Watson McKenzie Main Canal. Use of water shall be limited to periods when the water right holder's water right under certificates 31339 and 74135 are put to beneficial use without waste. The amount of water used shall not be greater than the quantity of water diverted to satisfy the authorized specific use under certificates 31339 and 74135. The use of water shall be limited by rate, duty, season and any other limitations of certificates 31339 and 74135. ORS 543.765(5)(c) and (d).

The water user shall measure and report the quantity of water diverted. ORS 543.765(5)(e).

This right was filed under application PC 911.

The point of diversion is located:

998 FEET NORTH AND 1211 FEET EAST FROM SW CORNER OF SECTION 21, being within the SW¼ SW¼, SECTION 21, TOWNSHIP 15 SOUTH, RANGE 10 EAST, W.M.

The authorized place of use is located:

Tax Lot 500, NE¼ SW¼, SECTION 33, TOWNSHIP 14 SOUTH, RANGE 11 EAST, W.M.

Appeal Rights

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

This statement of judicial review rights does not create a right to judicial review of this order, if judicial review is otherwise precluded by law.

PROJECT DESCRIPTION

Water will be diverted from Whychus Creek through the existing fish screen, then into the District's Main Canal Pipeline. Water is then conveyed to Watson Reservoir, approximately three miles from the diversion, and may pass through hydroelectric turbines authorized under water certificates 87798 (up to 56 cfs) or 92035 (up to 20 cfs). Water is diverted from Watson Reservoir under Certificates 31339 and 74135 through the North pipe of the District's Watson McKenzie Main Canal pipeline to the new McKenzie Reservoir Hydroelectric Facility. A 30'x 30' building will house a turbine with installed capacity of 300 kilowatts (kW). The turbine will use up to 35 cubic feet per second (cfs) of water for hydroelectric generation with an operating head of 124 feet. This will provide approximately 493 theoretical horsepower (thp) of capacity. After the water flows through the turbine it will discharge to McKenzie Reservoir for later delivery to the District's Lower District pipelines and water users. Fish screening and passage are provided at the Whychus Creek diversion.


WATER RIGHT CONDITIONS

Upon review of the application, Oregon Water Resources Department (OWRD) finds that the Watson Net Meter/Micro Hydroelectric Demonstration Facility (Project), with the conditions set forth below is consistent with the public interest. The Project is well adapted to the development and utilization of the water power involved.

1. The water right holder shall comply with all statutes and rules applicable to the Project.
2. The water right holder shall construct and build the Project according to the maps, plans and specifications filed with the application within five years of issuance of this water right certificate. ORS 543.765(13).
3. The water right holder shall operate and maintain all fish screens, by-pass devices and fish passages as required by the Oregon Department of Fish and Wildlife (ODFW). ORS 543.765(5)(a).
4. The water right holder shall allow the OWRD Director and authorized agents and employees of the Oregon Department of Environmental Quality, ODFW, and OWRD free and unrestricted access in, through, and across the Project in the performance of their official duties, and shall allow free access to all reports, accounts, records, and other data relating to said Project.
5. The restrictions established in ORS 543.660 shall apply as conditions of use.
6. This certificate shall be invalidated upon a change in the point of diversion authorized for the existing right under Certificates 61339 and 74135. ORS 543.765(5)(g).
7. The OWRD shall conduct a review of this certificate upon approval of any changes or adjustments made to the water user's existing water right to determine if a revised certificate should be issued. ORS 543.765(6).

8. The right to use water under this certificate is invalidated if the Federal Energy Regulatory Commission exemption related to this certificate is canceled or invalidated. ORS 543.765(5)(h).
9. This certificate does not have its own priority date. The OWRD shall not regulate for or against this certificate. This certificate does not grant a right to divert water for hydroelectric purposes other than in conjunction with the water right as used under Certificate 31339 and 74135. ORS 543.765(9) and (10).
10. This certificate is subject to review by the Department 50 years after the date of issuance pursuant to ORS 543.765. ORS 543.765(12).
11. The water right holder shall pay, upon receiving an invoice from OWRD, an annual fee to OWRD under ORS 543.078. This amount shall be due by the date specified on the invoice. Failure to pay the required fee will invalidate this certificate. ORS 543.765(16) and (17).
12. If at any time, unanticipated circumstances or emergency situations arise in which fish or wildlife are being killed, harmed or endangered by any of the project facilities including the fish passage and screening facilities, the District shall immediately take appropriate action to prevent further loss. The District shall notify the nearest ODFW office within 24 hours and shall comply with measures required by ODFW to prevent additional injury or mortality.
13. Failure to comply with any of the provisions of this water right may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the water right.

Issued JUL 31 2020


Dwight French, Administrator
Water Right Services Division for
Thomas M. Byler, Director
Oregon Water Resources Department

Recorded in State Record of Water Right Certificates numbered 95164.

EXHIBIT D-1
SELLER'S MOTIVE FORCE PLAN

A. MONTHLY DELIVERY SCHEDULES AND SCHEDULED MAINTENANCE

Month	Average Energy (kWh)	Scheduled Maintenance
January		Annual
February		Preventative
March	36,000	
April	101,520	
May	163,680	
June	198,000	
July	186,000	
August	104,900	
September	101,520	
October	104,900	
November	36,000	
December		Winter Shut-Down

Seller provide an estimate of the average monthly Net Output of the Facility, and explain the basis for the estimate. The flow measurements from Oregon Water Resource Gage number 14075000, 1950 to 2012, were used to calculate the amount of water available for diversion between March 1 and November 31 for each year. Water diverted to the 54" HDPE Pipes will have a flow rate of 20-80 cfs into Watson Reservoir. 10-40 cfs will then flow into the 42" HDPE pipe and travel the 5.5 miles to the McKenzie Reservoir Hydro Facility. 40 cfs will be the maximum flow going through the 300 kW facility. Using these variables, a spreadsheet was created based on the average flow years out of the last 62 years. The average annual generation is 1,032,530 kWh. (See attached spreadsheets)

B. MINIMUM ANNUAL DELIVERY CALCULATION

Seller specify the Minimum Annual Delivery of the Facility, and explain the basis for the estimate. NOTE: The Minimum Annual Delivery should be based on the most adverse natural motive force conditions reasonably expected and should take into account unscheduled repairs or maintenance and Seller's load (if any). The flow measurements from Oregon Water Resource Gage number 14075000, 1950 to 2012, were used to calculate the amount of water available for diversion between March 1 and November 31 for each year. Water diverted to the 54" HDPE Pipes will have a flow rate of 20-80 cfs into Watson Reservoir. 10-40 cfs will then flow into the 42" HDPE pipe and travel the 5.5 miles to the McKenzie Reservoir Hydro Facility. Using these variables, a spreadsheet was created based on the worst flow years out of the last 62 years. We also used 2015 since it was a worse drought year than 1977. The minimum annual generation is 819,000 kWh. (See attached spreadsheets)

C. MAXIMUM ANNUAL DELIVERY CALCULATION

Seller specify the estimated Maximum Annual Delivery of the Facility, and explain the basis for the estimate. The flow measurements from Oregon Water Resource Gage number 14075000, 1950 to 2012, were used to calculate the amount of water available for diversion between March 1 and November 31 for each year. Water diverted to the 54" HDPE Pipes will have a flow rate of 20-80 cfs into Watson Reservoir. 10-40 cfs will then flow into the 42" HDPE pipe and travel the 5.5 miles to the McKenzie Reservoir Hydro Facility. Using these variables, a spreadsheet was created based on the best flow years out of the last 62 years. The maximum annual generation is 1,438,200 kWh. (See attached spreadsheets)

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

January 6, 2022

I, David Lucke, certify that the Three Sisters Irrigation District McKenzie Reservoir Hydroelectric Facility is likely capable under average conditions foreseeable during the term of this Agreement of meeting the Seller's estimated average, maximum, and minimum Net Output as documented in the attached calculations and narrative.



EXPIRES: 31 DEC 2022

Prepared for:
Three Sisters Irrigation District
PO Box 2230
Sisters, OR 97759

Certified by:

David Lucke
BSC Group, Inc.
6711 No Winston Dr.
Spokane, WA 99208

**THREE SISTERS IRRIGATION DISTRICT
MOTIVE FORCE CALCULATION NARRATIVE
FOR THE**

WATSON NET METER/MICRO HYDROELECTRIC DEMONSTRATION PROJECT

BASE CALCULATION

We took the flow measurements from the Oregon Water Resources Gage number 14075000 (just above our diversion) from March 1 through Nov 31 from 1950 through 2012 and calculated the amount of water available for diversion for that period for each year. We eliminated any flow above 140 cfs and calculated the number of acre feet that came past the diversion for each year. From those calculations we were able to determine which years had the least, most and average availability of water.

AVERAGE FLOW CALCULATION

When we averaged the number of acre feet available for all 62 years we got 42,647 acre feet. In March and November we are running stock water and filling storage. Currently TSID on average is delivering 20,000 acre feet on farm and diverting 30,000-32,000 acre feet. Our on farm deliveries have increased on average 4,000 acre feet per year due to piping. The majority of Storage & Stock water is delivered through both the North 700 kW turbine & South 200 kW turbines from the dual 54" HDPE pressurized pipes. For March through November we assume that we will be delivering irrigation, stock & storage water through both North and South pipes. The water drops in to Watson Reservoir and then enters the 42" Main Canal penstock and flows 5.5 miles to McKenzie Reservoir. We then took the daily flow expected through the 42" penstock and applied the appropriate head and efficiency to that flow to determine the amount of electricity that would have been generated for each day.

We then applied the appropriate head and efficiency for those averages to approximate the amount of electricity that would be generated in an average year and came up with 1,032,530 kWh (shown on the "Avg" worksheet in the Motive Force Calculation workbook).

MAXIMUM FLOW CALCULATION

To calculate the best flow we chose the 5 best flow years out of the last 62 and applied the same flow management daily calculations that we have described above to determine the amount of electricity that would have been generated for each of those years. In the best years we were able to generate every day of the irrigation season, so we took the best flow from each month and applied the appropriate head and efficiency to approximate the amount of electricity that might be generated in the most advantageous conditions and came up with 1,438,200 kWh (shown on the "Maximum" worksheet in the Motive Force Calculation worksheet).

LOW FLOW CALCULATION

2015 is by far the worst flow on record, with 23,463 available acre feet. The next worst year is 1977 with 26,586 available acre feet. We saw no reason to evaluate what would happen in any other year. So the minimum worksheet is the daily calculations on the 2015 daily flows. In such a low flow situation we would only be delivering 1895, percentage, and senior water, and we would be using supplemental wells to shore up deliveries. The flows in a drought year flowing to McKenzie Reservoir would range from 10-20 cfs. Using 2015 monthly flows in the Main Canal we would only be able to generate 819,000 kWh from that drought year.

TSID McKenzie 300 kW Average Case

Average Scenario	Hours	Flow CFS	Head	Potential	Generation Needed	Actual
Mar	360	11.25	134	39060	108	39060
Apr	720	15	131	101827	141	101827
May	744	25	122	163321	220	163321
Jun	720	35	109	197695	275	197695
Jul	720	30	116	180335	250	180335
Aug	744	15	131	105222	141	105222
Sep	720	15	131	101827	141	101827
Oct	744	15	131	105222	141	105222
Nov	360	11	134	38192	106	38192
Total				1032700		1032700
Nameplate	300					

TSID McKenzie 300 kW Exceptional Case

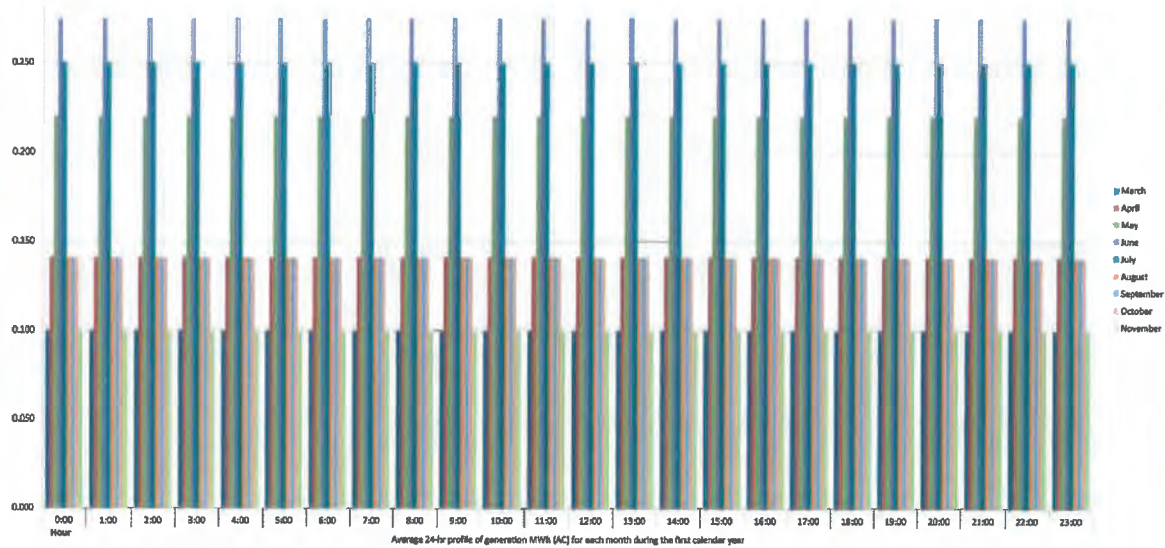
	Hours	Flow	Head	Potential	Generation Needed	Actual
Mar	744	20	127	136012	183	136012
Apr	720	25	122	158052	220	158052
May	744	35	109	204285	275	204285
Jun	720	40	102	211428	294	211428
Jul	720	35	109	197695	275	197695
Aug	744	30	122	195985	263	195985
Sep	720	25	122	158052	220	158052
Oct	744	17	131	119251	160	119251
Nov	360	16.5	134	57288	159	57288
				1438048		1438048
Nameplate	300					

TSID McKenzie 300 kW Worst Case (Drought)

	Hours	Flow (CFS)	Head	Potential	Generation Needed	Actual
Mar	360	10.3	134	35761	99	35761
Apr	720	15	131	101827	141	101827
May	744	20	127	136012	183	136012
Jun	720	20	127	131624	183	131624
Jul	720	20	127	131624	183	131624
Aug	744	10	134	71754	96	71754
Sep	720	10	134	69439	96	69439
Oct	744	15	131	105222	141	105222
Nov	360	10.3	134	35761	99	35761
				819025		819025
Nameplate	300					

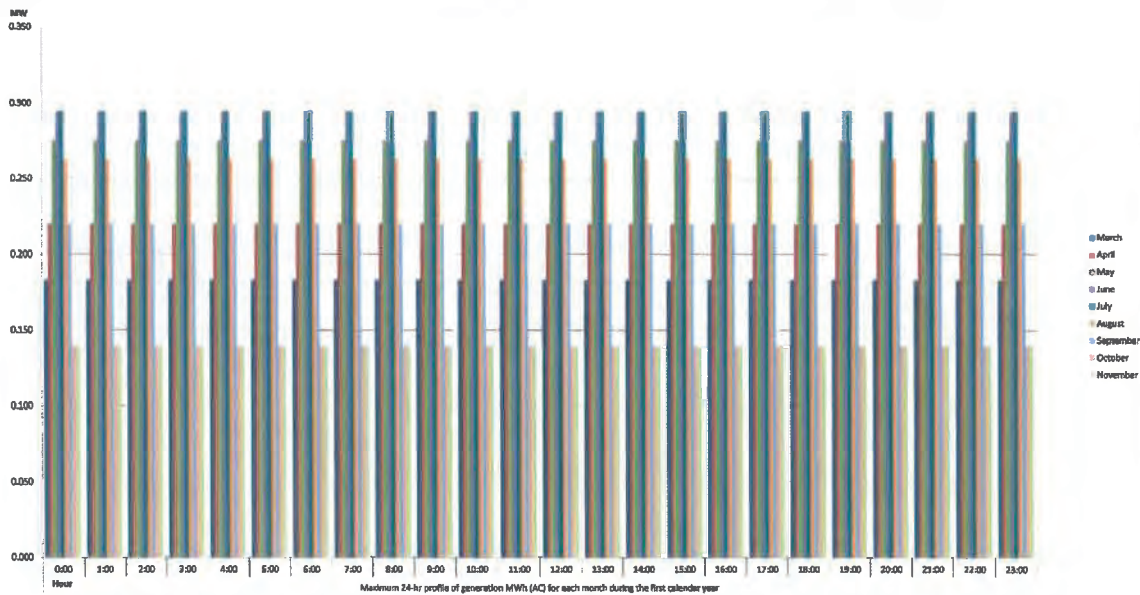
	Average 24-hr profile of generation MWh (AC) for each month during the first calendar year																								Per Day		Per Month	
																									MW	MWh	Maximum	Maximum
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00				
March	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	2,400	36,000		
April	0.341	0.141	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	9,384	101,552		
May	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	5,296	163,680		
June	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	6,600	186,000		
July	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250	6,000	186,000		
August	0.341	0.141	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	9,384	101,552		
September	0.341	0.141	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	9,384	101,552		
October	0.341	0.141	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	0.141	0.341	9,384	104,900		
November	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	2,400	36,000		
	Total Annual Avg MWh Generation																								108,256			

NW
Q.300



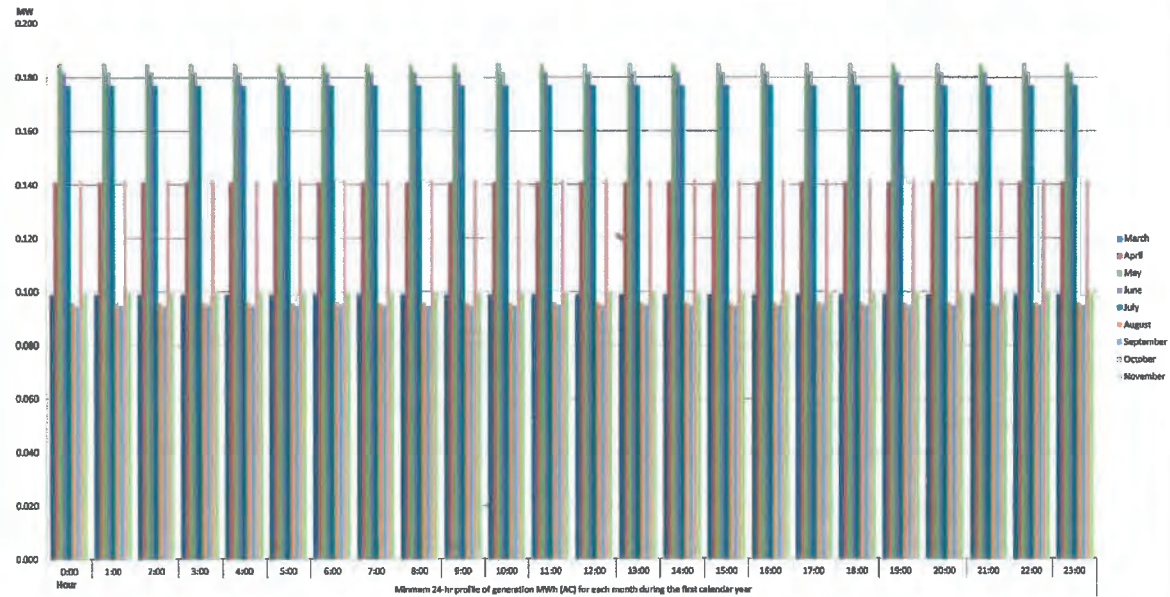
Three Sisters Irrigation District
McKenzie Reservoir Hydroelectric Facility
Maximum 24-hr Megawatt Generation Model

	Maximum 24-hr profile of generation MWh (AQ) for each month during the first calendar year																								Per Day Maximum MWh	Per Month Maximum MWh
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00		
March	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	0.183	4.392	136.15
April	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	5.280	158.40
May	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	0.275	6.600	204.60
June	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	7.056	218.74
July	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	0.294	7.056	218.74
August	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	0.263	6.312	195.67
September	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	5.280	158.40
October	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	3.360	104.16
November	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	3.360	104.16
Total Annual Max MWh Generation																										1488.20



**Three Sisters Irrigation District
McKenzie Reservoir Hydroelectric Facility
Minimum 24-hr Megawatt Generation Model**

	Minimum 24-hr profile of generation MWh (AQ) for each month during the first calendar year																								Per Day	Per Month
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	MWWh	Maximum
March	0.028	0.028	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	2.376	35.64
April	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	0.341	3.384	101.52
May	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	0.185	4.440	137.64
June	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	0.182	4.368	131.04
July	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	0.177	4.248	131.69
August	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	2.304	71.42
September	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	2.280	68.40
October	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	0.342	3.408	102.45
November	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	2.400	36.00
Total Annual Min MWh Generation																									819.00	



Available

To owners of Qualifying Facilities making sales of electricity to the Company in the State of Oregon.

Applicable

- For power purchased from Base Load and Wind Qualifying Facilities with a nameplate capacity of 10,000 kW or less or that, together with any other electric generating facility using the same motive force, owned or controlled by the same person(s) or affiliated person(s), and located at the same site, has a nameplate capacity of 10,000 kW or less.
- For power purchased Fixed and Tracking Solar Qualifying Facilities with a nameplate capacity of 3,000 kW or less or that, together with any other electric generating facility using the same motive force, owned or controlled by the same person(s) or affiliated person(s), and located at the same site, has a nameplate capacity of 3,000 kW or less.

Owners of these Qualifying Facilities will be required to enter into a written power sales contract with the Company.

Definitions**Cogeneration Facility**

A facility which produces electric energy together with steam or other form of useful energy (such as heat) which are used for industrial, commercial, heating or cooling purposes through the sequential use of energy.

Qualifying Facilities

Qualifying cogeneration facilities or qualifying small power production facilities within the meaning of section 201 and 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA), 16 U.S.C. 796 and 824a-3.

Qualifying Electricity

Electricity that meets the requirements of "qualifying electricity" set forth in the Oregon Renewable Portfolio Standards: ORS 469A.010, 469A.020, and 469A.025.

Renewable Qualifying Facility

A Qualifying Facility that generates Qualifying Electricity.

Wind Qualifying Facility

A Renewable Qualifying Facility that generates Qualifying Electricity using wind as its motive force.

Baseload Renewable Qualifying Facility

A Renewable Qualifying Facility that generates Qualifying Electricity using any qualifying resource other than wind or solar.

Small Power Production Facility

A facility which produces electric energy using as a primary energy source biomass, waste, renewable resources or any combination thereof and has a power production capacity which, together with other facilities located at the same site, is not greater than 80 megawatts.

(continued)

Definitions (continued)**On-Peak Hours or Peak Hours**

On-Peak hours are defined as 6:00 a.m. to 10:00 p.m. Pacific Prevailing Time Monday through Saturday, excluding NERC holidays.

Due to the expansions of Daylight Saving Time (DST) as adopted under Section 110 of the U.S. Energy Policy Act of 2005, the time periods shown above will begin and end one hour later for the period between the second Sunday in March and the first Sunday in April and for the period between the last Sunday in October and the first Sunday in November.

Off-Peak Hours

All hours other than On-Peak.

Excess Output

Excess Output shall mean any increment of Net Output delivered at a rate, on an hourly basis, exceeding the Facility Nameplate Capacity. PacifiCorp shall pay Seller the Off-Peak Price as described and calculated under pricing option 4 (Non-Firm Market Index Avoided Cost Price) for all Excess Output.

Same Site

Generating facilities are considered to be located at the same site as the QF for which qualification for the standard rates and standard contract is sought if they are located within a five-mile radius of any generating facilities or equipment providing fuel or motive force associated with the QF for which qualification for the standard rates and standard contract is sought.

Person(s) or Affiliated Person(s)

A natural person or persons or any legal entity or entities sharing common ownership, management or acting jointly or in concert with or exercising influence over the policies or actions of another person or entity. Two facilities will not be held to be owned or controlled by the same person(s) or affiliated person(s) solely because they are developed by a single entity. Two facilities will not be held to be owned or controlled by the same person(s) or affiliated person(s) if such common person or persons is a "passive investor" whose ownership interest in the QF is primarily related to utilizing production tax credits, green tag values and MACRS depreciation as the primary ownership benefit and the facilities at issue are independent family-owned or community-based projects. A unit of Oregon local government may also be a "passive investor" in a community-based project if the local governmental unit demonstrates that it will not have an equity ownership interest in or exercise any control over the management of the QF and that its only interest is a share of the cash flow from the QF, which share will not exceed 20%. The 20% cash flow share limit may only be exceeded for good cause shown and only with the prior approval of the Commission.

Shared Interconnection and Infrastructure

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

(continued)

Definitions (continued)**Family Owned**

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

Community-Based

A community project (or a community sponsored project) must have a recognized and established organization located within the county of the project or within 50 miles of the project that has a genuine role in helping the project be developed and must have a significant continuing role with or interest in the project after it is completed and placed in service. Many varied and different organizations may qualify under this exception. For example, the community organization could be a church, a school, a water district, an agricultural cooperative, a unit of local government, & local utility, a homeowners' association, a charity, a civic organization, and etc.

After excluding the passive investor whose ownership interests are primarily related to green tag values and tax benefits as the primary ownership benefit, the equity (ownership) interests in a community sponsored project must be owned in substantial percentage (80 percent or more) by the following persons (individuals and entities): (i) the sponsoring organization, or its controlled affiliates; (ii) members of the sponsoring organization (if it is a membership organization) or owners of the sponsorship organization (if it is privately owned); (iii) persons who live in the county in which the project is located or who live a county adjoining the county in which the project is located; or (iv) units of local government, charities, or (v) other established nonprofit organizations active either in the county in which the project is located or active in a county adjoining the county in which the project is located.

Dispute Resolution

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

Any dispute concerning a QF's entitlement to the standard rates and standard contract shall be presented to the Commission for resolution. The QF may file a complaint asking the Commission to adjudicate disputes regarding the formation of the standard contract. The QF may not file such a complaint during any 15-day period in which the utility has the obligation to respond, but must wait until the 15-day period has passed. The utility may respond to the complaint within ten days of service. The Commission will limit its review to the issues identified in the complaint and response, and utilize a process similar to the arbitration process adopted to facilitate the execution of interconnection agreements among telecommunications carriers. See OAR 860, Division 016. The Administrative Law Judge will act as an administrative law judge, not as an arbitrator.

(continued)

Self Supply Option

Owner shall elect to sell all Net Output to PacifiCorp and purchase its full electric requirements from PacifiCorp or sell Net Output surplus to its needs at the Facility site to PacifiCorp and purchase partial electric requirements service from PacifiCorp, in accordance with the terms and conditions of the power purchase agreement and the appropriate retail service.

Pricing Options**1. Standard Fixed Avoided Cost Prices**

Prices are fixed at the time that the contract is signed by both the Qualifying Facility and the Company and will not change during the term of the contract. Standard Fixed Avoided Cost Prices are available for a contract term of up to 15 years and prices under a longer term contract (up to 20 years) will thereafter be under the Firm Market Indexed Avoided Cost Price.

The Standard Fixed Avoided Cost pricing option is available to all Qualifying Facilities. The Standard Fixed Avoided Cost Price for Wind and Solar Qualifying Facilities reflects integration costs as set forth on pages 6-7.

2. Renewable Fixed Avoided Cost Prices

Prices are fixed at the time that the contract is signed by both the Renewable Qualifying Facility and the Company and will not change during the term of the contract. Renewable Fixed Avoided Cost Prices are available for a contract term of up to 15 years and prices under a longer term contract (up to 20 years) will thereafter be under the Firm Market Indexed Avoided Cost Price. The Renewable Fixed Avoided Cost pricing option is available only to Renewable Qualifying Facilities. A Renewable Qualifying Facility choosing the Renewable Fixed Avoided Cost pricing option: (a) must cede all Green Tags generated by the facility, as defined in the standard contract, to the Company during the Renewable Resource Deficiency Period identified on page 8 including during any period after the first 15 years of a longer term contract (up to 20 years); and (b) will retain ownership of all Environmental Attributes generated by the facility, as defined in the standard contract, during the Renewable Resource Sufficiency Period identified on page 8.

3. Firm Market Indexed Avoided Cost Prices

Firm Market Index Avoided Cost Prices are available to Qualifying Facilities that contract to deliver firm power. Monthly On-Peak / Off-Peak prices paid are a blending of Intercontinental Exchange (ICE) Day Ahead Power Price Report at market hubs for On-Peak and Off-Peak prices. The monthly blending matrix is available upon request. The Firm Market Index Avoided Cost Price for Wind and Solar Qualifying Facilities will reflect integration costs.

4. Non-Firm Market Index Avoided Cost Prices

Non-Firm Market Index Avoided Cost Prices are available to Qualifying Facilities that do not elect to provide firm power. Qualifying Facilities taking this option will have contracts that do not include minimum delivery requirements, default damages for construction delay or, for under delivery or early termination, or default security for these purposes. Monthly On-Peak / Off-Peak prices paid are 93 percent of a blending of ICE Day Ahead Power Price Report at market hubs for on-peak and off-peak firm index prices. The monthly blending matrix is available upon request. The Non-Firm Market Index Avoided Cost pricing option is available to all Qualifying Facilities. The Non-Firm Market Index Avoided Cost Price for Wind and Solar Qualifying Facilities will reflect integration costs.

(continued)

Third Party Transmission Cost Adjustment

QFs located in discrete load center areas on PacifiCorp's system (also referred to as load "pockets" or load "bubbles") where there is insufficient load to sink additional generation must be exported from that load pocket, transmitted across a third-party transmission system using long-term, firm point-to-point transmission service ("LTF PTP"), and delivered to a different area on PacifiCorp's system where there is sufficient load to sink additional generation. QFs are required to reimburse PacifiCorp for the cost of these third-party system LTF PTP transmission service arrangements, including any associated Ancillary Services. PacifiCorp will procure third-party system LTF PTP and associated Ancillary Services based on the QF's maximum hourly output that is in excess of the load pocket minimum load ("Excess Generation"). Such LTF PTP transmission service and associated Ancillary Services including losses will be procured from the applicable third-party transmission provider consistent with such transmission provider's Open Access Transmission Tariff or comparable pricing schedule for transmission services.

"Ancillary Services," as used in this section, means those services necessary to support the transmission of energy from resources to loads while maintaining reliable operation of the third-party transmission provider's transmission system in accordance with good utility practice.

The amount and cost of the LTF PTP transmission service and associated Ancillary Services including losses will be subject to periodic updates as provided below and in Exhibit A of this Standard Avoided Cost Rate Schedule, and all terms and conditions will be memorialized in an exhibit to the power purchase agreement ultimately entered into between PacifiCorp and the QF, such exhibit being substantially in the form of Exhibit A of this Standard Avoided Cost Rate Schedule. QFs will have the option to select either option below for such transmission cost adjustments:

Transmission Cost Adjustment Options

1. Direct pass-through of actual costs. The QF will pay all actual costs incurred by PacifiCorp to secure LTF PTP transmission service and associated Ancillary Services from the applicable third-party transmission provider for exporting Excess Generation, as determined by such third-party transmission provider's Open Access Transmission Tariff or comparable pricing schedule for transmission services.
2. Fixed forecast costs. The QF will pay PacifiCorp a monthly fixed amount to secure LTF PTP transmission service and associated Ancillary Services including losses from the applicable third-party transmission provider for exporting Excess Generation. The monthly fixed amount will be determined consistent with Exhibit A of this Standard Avoided Cost Rate Schedule, including Table A of Exhibit A.

Monthly Payments

A Qualifying Facility shall select the option of payment at the time of signing the contract under one of the Pricing Options specified above. Once an option is selected the option will remain in effect for the duration of the Facility's contract.

Renewable or Standard Fixed 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 renewable or standard fixed prices as provided in this schedule. On-Peak and Off-Peak are defined in the definitions section of this schedule.

(continued)

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)
2021	5.04	4.09	5.02	4.07	0.19
2022	5.10	3.37	5.08	3.34	0.27
2023	4.54	3.26	4.51	3.23	0.29
2024	4.15	3.05	4.11	3.02	0.35
2025	3.48	2.75	3.42	2.69	0.61
2026	5.64	3.60	6.55	3.56	0.45
2027	5.83	3.74	6.73	3.67	0.69
2028	6.06	3.92	6.96	3.83	0.93
2029	6.36	4.18	7.25	4.05	1.29
2030	6.54	4.31	7.43	4.15	1.61
2031	6.72	4.44	7.63	4.28	1.63
2032	6.84	4.51	7.76	4.34	1.74
2033	7.07	4.68	8.00	4.50	1.79
2034	7.18	4.74	8.14	4.56	1.75
2035	7.28	4.79	8.28	4.61	1.72
2036	7.43	4.87	8.46	4.71	1.58
2037	7.61	5.00	8.67	4.84	1.62
2038	7.78	5.11	8.86	4.94	1.66
2039	8.05	5.32	9.16	5.15	1.70
2040	8.32	5.53	9.45	5.35	1.74

- (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 November 3, 2021

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)
2021	5.02	4.07	5.02	4.07	0.15
2022	5.08	3.34	5.08	3.34	0.22
2023	4.52	3.23	4.52	3.23	0.24
2024	4.12	3.02	4.12	3.02	0.29
2025	3.43	2.70	3.43	2.70	0.50
2026	4.17	3.57	4.27	3.57	0.37
2027	4.30	3.69	4.40	3.69	0.56
2028	4.48	3.85	4.58	3.85	0.76
2029	4.72	4.07	4.83	4.07	1.05
2030	4.84	4.18	4.95	4.18	1.31
2031	4.99	4.31	5.10	4.31	1.32
2032	5.06	4.37	5.17	4.37	1.42
2033	5.24	4.54	5.36	4.54	1.45
2034	5.32	4.59	5.44	4.59	1.42
2035	5.39	4.65	5.51	4.65	1.40
2036	5.50	4.74	5.62	4.74	1.28
2037	5.64	4.87	5.77	4.87	1.31
2038	5.76	4.97	5.89	4.97	1.34
2039	5.99	5.18	6.13	5.18	1.37
2040	6.21	5.39	6.35	5.39	1.40

- (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 November 3, 2021

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)
2021	5.04	4.09	5.02	4.07	0.19
2022	5.10	3.37	5.08	3.34	0.27
2023	4.54	3.26	4.51	3.23	0.29
2024	4.08	1.80	4.48	1.76	0.35
2025	4.15	1.93	4.53	1.87	0.61
2026	4.22	1.97	4.62	1.93	0.45
2027	4.36	2.01	4.75	1.94	0.69
2028	4.44	2.13	4.82	2.04	0.93
2029	4.58	2.21	4.93	2.08	1.29
2030	4.71	2.29	5.04	2.13	1.61
2031	4.86	2.28	5.20	2.12	1.63
2032	4.98	2.34	5.33	2.16	1.74
2033	5.09	2.39	5.45	2.22	1.79
2034	5.19	2.46	5.56	2.28	1.75
2035	5.35	2.45	5.73	2.27	1.72
2036	5.45	2.48	5.87	2.32	1.58
2037	5.55	2.57	5.97	2.41	1.62
2038	5.70	2.60	6.13	2.44	1.66
2039	5.83	2.66	6.27	2.49	1.70
2040	5.99	2.70	6.44	2.53	1.74

(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, 2023 and Renewable Deficiency Period begins January 1, 2024.

(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 November 3, 2021

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)
2021	5.02	4.07	5.02	4.07	0.15
2022	5.08	3.34	5.08	3.34	0.22
2023	4.52	3.23	4.52	3.23	0.24
2024	2.21	1.77	2.40	1.77	0.29
2025	2.21	1.88	2.41	1.88	0.50
2026	2.25	1.93	2.45	1.93	0.37
2027	2.32	1.96	2.53	1.96	0.56
2028	2.34	2.06	2.55	2.06	0.76
2029	2.40	2.10	2.62	2.10	1.05
2030	2.46	2.16	2.68	2.16	1.31
2031	2.56	2.15	2.79	2.15	1.32
2032	2.63	2.20	2.86	2.20	1.42
2033	2.69	2.25	2.93	2.25	1.45
2034	2.73	2.32	2.98	2.32	1.42
2035	2.84	2.31	3.09	2.31	1.40
2036	2.91	2.35	3.16	2.35	1.28
2037	2.94	2.44	3.20	2.44	1.31
2038	3.03	2.47	3.30	2.47	1.34
2039	3.11	2.52	3.38	2.52	1.37
2040	3.20	2.56	3.48	2.56	1.40

(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, 2023 and Renewable Deficiency Period begins January 1, 2024.

(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 November 3, 2021

Qualifying Facilities Contracting Procedure

Interconnection and power purchase agreements are handled by different functions within the Company. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's transmission function (PacifiCorp Transmission Services) while power purchase agreements are handled by the Company's merchant function (PacifiCorp Commercial and Trading).

It is recommended that the owner initiate its request for interconnection 18 months ahead of the anticipated in-service date to allow time for studies, negotiation of agreements, engineering, procurement, and construction of the required interconnection facilities. Early application for interconnection will help ensure that necessary interconnection arrangements proceed in a timely manner on a parallel track with negotiation of the power purchase agreement.

1. Eligible Qualifying Facilities

APPLICATION: To owners of eligible existing or proposed QFs with a design capacity less than or equal to 10,000 kW for Base Load and Wind QF resources and less than or equal to 3,000 kW for Solar QF resources who desire to make sales to the Company in the state of Oregon. Such owners will be required to enter into a written power purchase agreement with the Company pursuant to the procedures set forth below.

I. Process for Completing a Power Purchase Agreement**A. Communications**

Unless otherwise directed by the Company, all communications to the Company regarding QF power purchase agreements should be directed in writing as follows:

PacifiCorp
Manager-QF Contracts
825 NE Multnomah St, Suite 600
Portland, Oregon 97232

The Company will respond to all such communications in a timely manner. If the Company is unable to respond on the basis of incomplete or missing information from the QF owner, the Company shall indicate what additional information is required. Thereafter, the Company will respond in a timely manner following receipt of all required information

B. Procedures

1. The Company's approved generic or standard form power purchase agreements may be obtained from the Company's website at www.pacificorp.com, or if the owner is unable to obtain it from the website, the Company will send a copy within seven days of a written request.

(continued)

I. Process for Completing a Power Purchase Agreement**B. Procedures (continued)**

2. In order to obtain a project specific draft power purchase agreement the owner must provide in writing to the Company, general project information required for the completion of a power purchase agreement, including, but not limited to:
 - (a) demonstration of ability to obtain QF status;
 - (b) design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system;
 - (c) generation technology and other related technology applicable to the site;
 - (d) proposed site location;
 - (e) schedule of monthly power deliveries;
 - (f) calculation or determination of minimum and maximum annual deliveries;
 - (g) motive force or fuel plan;
 - (h) proposed on-line date and other significant dates required to complete the milestones;
 - (i) proposed contract term and pricing provisions as defined in this Schedule (i.e., standard fixed price, renewable fixed price);
 - (j) status of interconnection or transmission arrangements;
 - (k) point of delivery or interconnection;
3. The Company shall provide a draft power purchase agreement when all information described in Paragraph 2 above has been received in writing from the QF owner. Within 15 business days following receipt of all information required in Paragraph 2, the Company will provide the owner with a draft power purchase agreement including current standard avoided cost prices and/or other optional pricing mechanisms as approved by the Public Utility Commission of Oregon in this Standard Avoided Cost Rate Schedule.
4. If the owner desires to proceed with the power purchase agreement after reviewing the Company's draft power purchase agreement, it may request in writing that the Company prepare a final draft power purchase agreement. In connection with such request, the owner must provide the Company with any additional or clarified project information that the Company reasonably determines to be necessary for the preparation of a final draft power purchase agreement. Within 15 business days following receipt of all information requested by the Company in this paragraph 4, the Company will provide the owner with a final draft power purchase agreement.

(continued)

I. Process for Completing a Power Purchase Agreement
B. Procedures (continued)

5. After reviewing the final draft power purchase agreement, the owner may either prepare another set of written comments and proposals or approve the final draft power purchase agreement. If the owner prepares written comments and proposals the Company will respond in 15 business days to those comments and proposals.
6. When both parties are in full agreement as to all terms and conditions of the draft power purchase agreement, the Company will prepare and forward to the owner within 15 business days, a final executable version of the agreement. Following the Company's execution a completely executed copy will be returned to the owner. Prices and other terms and conditions in the power purchase agreement will not be final and binding until the power purchase agreement has been executed by both parties.

II. Process for Negotiating Interconnection Agreements

[NOTE: Section II applies only to QFs connecting directly to PacifiCorp's electrical system. An off-system QF should contact its local utility or transmission provider to determine the interconnection requirements and wheeling arrangement necessary to move the power to PacifiCorp's system.]

In addition to negotiating a power purchase agreement, QFs intending to make sales to the Company are also required to enter into an interconnection agreement that governs the physical interconnection of the project to the Company's transmission or distribution system. The Company's obligation to make purchases from a QF is conditioned upon the QF completing all necessary interconnection arrangements. It is recommended that the owner initiate its request for interconnection 18 months ahead of the anticipated in-service date to help ensure that necessary interconnection arrangements proceed in a timely manner on a parallel track with negotiation of the power purchase agreement.

Because of functional separation requirements mandated by the Federal Energy Regulatory Commission, interconnection and power purchase agreements are handled by different functions within the Company. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's transmission function (including but not limited to PacifiCorp Transmission Services) while power purchase agreements are handled by the Company's merchant function (including but not limited to PacifiCorp's Commercial and Trading Group).

II. Process for Negotiating Interconnection Agreements (continued)**A. Communications (continued)**

Based on the project size and other characteristics, the Company will direct the QF owner to the appropriate individual within the Company's transmission function who will be responsible for negotiating the interconnection agreement with the QF owner. Thereafter, the QF owner should direct all communications regarding interconnection agreements to the designated individual, with a copy of any written communications to the address set forth above.

B. Procedures

Generally, the interconnection process involves (1) initiating a request for interconnection, (2) undertaking studies to determine the system impacts associated with the interconnection and the design, cost, and schedules for constructing any necessary interconnection facilities, and (3) executing an interconnection agreement to address facility construction, testing, acceptance, ownership, operation and maintenance issues. Consistent with PURPA and Oregon Public Utility Commission regulations, the owner is responsible for all interconnection costs assessed by the Company on a nondiscriminatory basis. For interconnections impacting the Company's Transmission and Distribution System, the Company will process the interconnection application through PacifiCorp Transmission Services.

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(continued)

Effective for service on and after February 26, 2020

Exhibit A to Oregon Standard Avoided Cost Rate Schedule**Transmission Services for Excess Generation**

1. No later than seven (7) days after the effective date of the power purchase agreement ("PPA"), PacifiCorp shall submit the request to designate the Qualifying Facility ("QF") as a network resource eligible for network integration transmission service under its Network Integration Transmission Service Agreement with PacifiCorp's transmission function ("DNR Request"). If, in response to PacifiCorp's DNR Request, PacifiCorp is informed by PacifiCorp's transmission function that such network resource designation is contingent on PacifiCorp procuring transmission service from a third-party transmission provider, PacifiCorp shall notify the QF Seller ("Seller") in writing within seven (7) days of receiving the DNR Request transmission study and provide Seller the transmission study or other documentation from PacifiCorp's transmission function that demonstrates the requirement.
2. Within thirty (30) days following Seller's receipt of the notification and supporting materials contemplated in Section 1 above, Seller shall make one of the following elections in writing to PacifiCorp:
 - a. Seller shall agree to reimburse PacifiCorp for such third-party transmission service under Option 1 below plus reimburse PacifiCorp for all study costs incurred with the third-party transmission provider; or
 - b. Seller shall request PacifiCorp to prepare a proposed Monthly Transmission Rate (as defined below) under Option 2 below for Seller's review plus reimburse PacifiCorp for all study costs incurred with the third-party transmission provider; or
 - c. Seller shall terminate the Agreement, and such termination shall not be deemed an event of default under the PPA and neither PacifiCorp nor Seller shall have any further obligations or liability to the other party relating to the PPA.

If PacifiCorp does not receive Seller's response within forty five (45) days following the delivery of its notification under Section 1 above, Seller shall be deemed to have elected clause 2.c. above and the PPA shall immediately terminate with no further action of either party.

(continued)

Effective for service on and after February 26, 2020

3. If Seller timely elects to proceed under Option 1 or Option 2, PacifiCorp will promptly proceed to procure long-term firm, point-to-point transmission service, including ancillary services¹ and losses as applicable ("LTF PTP"), beginning on the scheduled initial delivery date stated in the PPA in an amount determined through the transmission service request process as identified in Section 1 above ("Excess Generation"). Such LTF PTP transmission service will be procured from the applicable third-party transmission provider consistent with such transmission provider's Open Access Transmission Tariff ("OATT") or comparable pricing schedule for transmission services. Such LTF PTP transmission costs incurred by PacifiCorp will be reimbursed by Seller under either Option 1 or Option 2 below, as elected by Seller under Section 2 above. Once either Option 1 or Option 2 is elected by Seller, Seller may not change its election without prior approval of PacifiCorp which approval shall not be unreasonably withheld, conditioned, or delayed subject to commitments under any third-party transmission service application in progress. Seller's obligation to reimburse PacifiCorp for the LTF PTP transmission costs it incurs under either Option 1 or Option 2 below shall not be excused due to any delays in the commercial operation of the QF or the failure of the QF to operate, due to events of force majeure or otherwise.

Option 1 – Direct pass-through of actual costs.

Seller agrees to pay all actual costs incurred by PacifiCorp to secure LTF PTP transmission service from the applicable third-party transmission provider for exporting Excess Generation, as determined by such transmission provider's OATT or comparable pricing schedule for transmission services. If requested by Seller, PacifiCorp will provide within ten (10) business days of the request documentation supporting the actual costs incurred by PacifiCorp and for which PacifiCorp is seeking reimbursement from Seller. Seller compensates PacifiCorp for the actual costs PacifiCorp incurs one month in arrears through a netting of the LTF PTP transmission costs against PacifiCorp's monthly payment for generation under the PPA. Eighteen (18) months prior to each five (5) year anniversary of the start date under the third-party transmission service agreement, PacifiCorp will reevaluate and, if necessary, adjust the amount of LTF PTP transmission capacity necessary to export the Excess Generation.

Option 2 – Fixed forecasted costs.

Within ten (10) business days following PacifiCorp's receipt of Seller's election under clause 2.b. above, PacifiCorp will prepare and provide to Seller the proposed monthly fixed charge (the "Monthly Transmission Rate") that Seller pays to PacifiCorp for the costs it incurs in securing LTF PTP transmission service from the applicable third-party transmission provider for exporting Excess Generation, including workpapers and any other pertinent materials supporting the calculation. Such Monthly Transmission Rate will be determined based on the values provided in Table A of this Oregon Standard Avoided Cost Rate Schedule, as applicable for the relevant third-party transmission provider. If the applicable third-party transmission provider is not identified in Table A, PacifiCorp will prepare a Monthly Transmission Rate using the same methodology as was used to develop the values in Table A using the applicable posted rates of the third-party transmission provider.

¹ Ancillary services are those services that may include balancing services that are necessary to support the transmission of energy from resources to loads while maintaining reliable operation of the third-party transmission provider's transmission system in accordance with good utility practice.

(continued)

Effective for service on and after February 26, 2020

3. Option 2 – Fixed forecasted costs (continued)

Seller has ten (10) business days from the receipt of the proposed Monthly Transmission Rate to inform PacifiCorp whether it (a) elects to pay the transmission charges associated with this Option 2; (b) elects not to pay the transmission charges associated with this Option 2 and elects Option 1 instead; or (c) elects not to pay the transmission charges associated with this Option 2 and elects to terminate the PPA. If PacifiCorp does not receive Seller's response within thirty (30) days following the delivery of the proposed Monthly Transmission Rate from PacifiCorp, Seller shall be deemed to have elected clause (c) of this paragraph and the PPA shall immediately terminate with no further action of either party. Such termination of the PPA under this paragraph shall not be deemed an event of default under the PPA and no party shall have any further obligations or liability to the other party relating to the PPA.

Seller compensates PacifiCorp for the Monthly Transmission Rate one month in arrears through a netting of the Monthly Transmission Rate against PacifiCorp's monthly payment for generation under the PPA. Eighteen (18) months prior to each five (5) year anniversary of the start date under the third-party transmission service agreement, PacifiCorp will reevaluate and, if necessary, adjust the amount of LTF PTP transmission capacity necessary to export the Excess Generation. In addition, on each five year anniversary of the start date under the transmission service agreement between PacifiCorp and the third-party transmission provider, the Monthly Transmission Rate will be adjusted based on the applicable forecasted rates provided in Table A of PacifiCorp's Oregon Standard Avoided Cost Rate Schedule then in effect on such five year anniversary date; provided, however, that any posted rates of an applicable third-party transmission provider not captured in the methodology below but billed to PacifiCorp will also be included in the Monthly Transmission Rate on a prospective basis. If the applicable third-party transmission provider is not identified in Table A, PacifiCorp will adjust the Monthly Transmission Rate using the same methodology as was used to develop the values in Table A using the applicable posted rates of the third-party transmission provider then in effect on such five year anniversary date.

4. If under either Option 1 or Option 2 above, PacifiCorp is notified by the third-party transmission provider that the necessary LTF PTP transmission service request cannot be granted for the term requested, PacifiCorp shall promptly notify Seller and provide the supporting documentation received from the third-party transmission provider. Within thirty (30) days of receipt of such notice under this Section 4, and except as limited below, Seller shall elect one of the following:
- a. Seller will agree to amend the QF PPA to (i) adjust the scheduled initial delivery date and the scheduled commercial operation date, if necessary, to align with the estimated date when LTF PTP transmission service is available; (ii) provide for Seller's reimbursement to PacifiCorp for any study costs it may incur with the third-party transmission provider; (iii) adjust the Monthly Transmission Rate to align with the revised dates under (i), and (iv) adjust the PPA contract price to reflect the change to the scheduled commercial operation date;
 - b. Seller will terminate the PPA and such termination by Seller shall not be an event of default under the PPA and no damages or other liabilities under the PPA related to such termination will be owed by one party to the other party.

(continued)

4. Option 2 – Fixed forecasted costs (continued)

If PacifiCorp does not receive Seller's response within forty five (45) days following the date of PacifiCorp's notice to Seller under this Section 4, Seller shall be deemed to have elected clause (b) of this paragraph and the PPA shall immediately terminate with no further action of either Party. Seller may not elect (a) above if the estimated date for availability of LTF PTP transmission service results in an anticipated scheduled commercial operation date that is more than thirty six (36) months following the effective date of the PPA.

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(continued)

Effective for service on and after February 26, 2020

TABLE A
FIXED MONTHLY THIRD-PARTY TRANSMISSION RATES
Bonneville Power Administration (BPA)

The fixed Monthly Transmission Rate for BPA consists of three components. Components A and B are multiplied by the Excess Generation in kilowatts (kW) as determined by the DNR Request described in Section 1 of this Exhibit. Component C is multiplied by the monthly generation delivery quantity exported over the third-party transmission provider's transmission system to PacifiCorp. The Monthly Transmission Rate is summed across the four components as illustrated in the below formula.

$$\text{Monthly Transmission Rate (\$)} = (A + B) * \text{Excess Generation (kW)} + C * V \text{ (MWh)}$$

Where:

A = Long-Term Firm, Point-to-Point Transmission Service (PTP) (\$/kW-month)

B = Scheduling, Control and Dispatch Service (SCD) (\$/kW-month)

C = Losses (L) (\$/MWh)

Bonneville Power Administration

Year	A Long Term Point-to-Point (PTP) \$/KW-Month	B Scheduling, Control & Dispatch \$/KW-Month	A+B Capacity Sub- total \$/KW-Month	C Losses ⁽¹⁾ \$/MWh
2020	\$1.533	\$0.365	\$1.898	\$0.52
2021	\$1.571	\$0.374	\$1.945	\$0.54
2022	\$1.611	\$0.383	\$1.994	\$0.60
2023	\$1.651	\$0.393	\$2.044	\$0.64
2024	\$1.692	\$0.403	\$2.095	\$0.72
2025	\$1.734	\$0.413	\$2.147	\$0.77
2026	\$1.778	\$0.423	\$2.201	\$0.82
2027	\$1.822	\$0.434	\$2.256	\$0.82
2028	\$1.868	\$0.445	\$2.313	\$0.82
2029	\$1.915	\$0.456	\$2.370	\$0.89
2030	\$1.962	\$0.467	\$2.430	\$0.92

Notes:

- (1) Losses are calculated by multiplying the BPA losses factor times the Calendar Year Contract Price from the Standard Avoided Cost Rate Schedule times scheduled volume of energy moved across BPA's system in the month. Losses will vary by volume and contract price. Contract price used in table is the standard avoided cost price for wind outside of PacifiCorp's BAA then in effect in Oregon Standard Avoided Cost Rate Schedule. Volume will be monthly volume from PPA times the ratio of the Excess Generation to the total nameplate capacity of the facility. On each five year anniversary of the start date under the transmission service agreement between PacifiCorp and BPA, the Losses will be adjusted based on the applicable forecasted rates provided in Table A of PacifiCorp's Oregon Standard Avoided Cost Rate Schedule then in effect on such five year anniversary date.

(continued)

Effective for service on and after February 26, 2020

TABLE A
FIXED MONTHLY THIRD-PARTY TRANSMISSION RATES
Portland General Electric (PGE)

The fixed Monthly Transmission Rate for Portland General consists of four components. Components A, B and C are multiplied by the Excess Generation in kilowatts (kW) as determined by the DNR Request described in Section 1 of this Exhibit. Component D is multiplied by the monthly generation delivery quantity exported over the third-party transmission provider's transmission system to PacifiCorp. The Monthly Transmission Rate is summed across the all components as illustrated in the below formula.

$$\text{Monthly Transmission Rate (\$)} = (A + B + C) * \text{Excess Generation (kW)} + D * V \text{ (MWh)}$$

A = Long-Term Firm, Point-to-Point Transmission Service (PTP) (\$/kW-month)

B = Scheduling, Control and Dispatch Service (SCD) (\$/kW-month)

C = Reactive Supply & Voltage Control Service (RSVC) (\$/kW-month)

D = Losses (L) (\$/MWh)

Portland General Electric

Year	A Long Term Point-to-Point (PTP)	B Scheduling, Control & Dispatch	C Reactive Supply & Voltage Control	A+B+C Capacity Sub- total	D Losses ⁽²⁾
	\$/KW-Month	\$/KW-Month	\$/KW-Month	\$/KW-Month	\$/MWh
2020 ⁽³⁾	\$0.523	\$0.012	\$0.038	\$0.574	\$0.43
2021	\$0.536	\$0.013	\$0.039	\$0.588	\$0.45
2022	\$0.549	\$0.013	\$0.040	\$0.603	\$0.49
2023	\$0.563	\$0.013	\$0.041	\$0.618	\$0.53
2024	\$0.577	\$0.014	\$0.042	\$0.633	\$0.59
2025	\$0.592	\$0.014	\$0.043	\$0.649	\$0.64
2026	\$0.607	\$0.014	\$0.045	\$0.666	\$0.68
2027	\$0.622	\$0.015	\$0.046	\$0.682	\$0.68
2028	\$0.637	\$0.015	\$0.047	\$0.699	\$0.68
2029	\$0.653	\$0.016	\$0.048	\$0.717	\$0.74
2030	\$0.669	\$0.016	\$0.049	\$0.735	\$0.76

Notes:

- (2) Losses are calculated by multiplying the PGE losses factor times the Calendar Year Contract Price from the Standard Avoided Cost Rate Schedule times scheduled volume of energy moved across PGE's system in the month. Losses will vary by volume and contract price. Contract price used in table is the standard avoided cost price for wind outside of PacifiCorp's BAA then in effect in Oregon Standard Avoided Cost Rate Schedule. Volume will be estimated monthly volume from PPA times the ratio of the Excess Generation to the total nameplate capacity of the facility. On each five year anniversary of the start date under the transmission service agreement between PacifiCorp and PGE, the Losses will be adjusted based on the applicable forecasted rates provided in Table A of PacifiCorp's Oregon Standard Avoided Cost Rate Schedule then in effect on such five year anniversary date.
- (3) Components A, B and C are escalated each year by PacifiCorp's acknowledged integrated resource plan escalation rate for third-party transmission service. Component D is not escalated.

Effective for service on and after February 26, 2020

EXHIBIT E

START-UP TESTING

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

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

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

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

EXHIBIT F

SELLER AUTHORIZATION TO RELEASE GENERATION DATA TO PACIFICORP



PO Box 2230, Sisters, OR 97759
Phone 541-549-8815 Fax 541-549-8070
www.tsidweb.org office@tsidweb.org

March 1, 2022

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

RE: Three Sisters Irrigation District Interconnection Request

Dear Sir:

Three Sisters Irrigation District hereby voluntarily authorizes PacifiCorp's Transmission business unit to share the McKenzie Reservoir Hydroelectric Facility'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. Three Sisters Irrigation District acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.

Marc Thalacker
District Manager

EXHIBIT G
OREGON STANDARD AVOIDED COST RATES
SCHEDULE AND
PRICING SUMMARY TABLE

Oregon Renewable Baseload Avoided Cost Prices ¹ (\$/MWh)		
Year	On-Peak	Off-Peak
2022	\$51.00	\$33.70
2023	\$45.40	\$32.60
2024	\$40.80	\$18.00
2025	\$41.50	\$19.30
2026	\$42.20	\$19.70
2027	\$43.60	\$20.10
2028	\$44.40	\$21.30
2029	\$45.80	\$22.10
2030	\$47.10	\$22.90
2031	\$48.60	\$22.80
2032	\$49.80	\$23.40
2033	\$50.90	\$23.90
2034	\$51.90	\$24.60
2035	\$53.50	\$24.50
2036	\$54.50	\$24.80
Through April 15, 2037	\$55.50	\$25.70
April 16, 2037 – April 15, 2042	Market Index	Market Index

¹ Based on Oregon Standard Avoided Cost Schedule effective November 3, 2021.

EXHIBIT H
GREEN TAG ATTESTATION AND BILL OF SALE

Subject to Green Tags ownership as defined in Section 5.5, from the period commencing on May 15, 2022 and ending on _____, Three Sisters Irrigation District ("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: McKenzie Reservoir Hydroelectric Facility, 18150 Simmons Rd Sisters, Oregon Fuel Type: Water

Capacity (MW): .3 MW

Operational Date: 5/15/2022

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.

ADDENDUM W

GENERATION SCHEDULING ADDENDUM

WHEREAS, Seller's Facility is not located within the control area of PacifiCorp;

WHEREAS, Seller's Facility will not interconnect directly to PacifiCorp's System;

WHEREAS, Seller and PacifiCorp have not executed, and will not execute, a Generation Interconnection Agreement in conjunction with the Power Purchase Agreement;

WHEREAS, Seller has elected to exercise its right under PURPA to deliver Net Output from its QF Facility to PacifiCorp via one (or more) Transmitting Entities.

WHEREAS, PacifiCorp desires that Seller schedule delivery of Net Output on a firm, hourly basis;

WHEREAS, PacifiCorp does not intend to buy, and Seller does not intend to deliver, more or less than Net Output from the Facility (except as expressly provided, below);

THEREFORE, Seller and PacifiCorp do hereby agree to the following, which shall become part of their Power Purchase Agreement:

DEFINITIONS

The meaning of the terms defined in the Power Purchase Agreement and this **Addendum W** shall apply to this Generation Scheduling Addendum:

"Day" means midnight to midnight, prevailing local time at the Point of Delivery, or any other mutually agreeable 24-hour period.

"Energy Imbalance Accumulation," or **"EIA,"** means the accumulated difference between Seller's Net Output and the energy actually delivered at the Point of Delivery. A positive accumulated difference indicates Seller's net delivery of Supplemented Output to PacifiCorp.

"Firm Delivery" means uninterruptible transmission service that is reserved and/or scheduled between the Point of Interconnection and the Point of Delivery pursuant to Seller's Transmission Agreement.

"Settlement Period" means one month.

"Supplemented Output" means any increment of scheduled hourly energy or capacity delivered to the Point of Delivery in excess of the Facility's Net Output during that same hour.

ADDENDUM W-ctd.

“**Surplus Delivery**” means any energy delivered by the Facility in excess of hourly Net Output that is not offset by the delivery of energy in deficit of hourly Net Output during the Settlement Period. PacifiCorp shall accept Surplus Delivery, but shall not pay for it.

SELLER’S OBLIGATIONS IN LIEU OF THOSE CONTAINED IN A GENERATION INTERCONNECTION AGREEMENT.

1. **Seller’s Responsibility to Arrange for Delivery of Net Output to Point of Delivery.** Seller shall arrange for the Firm Delivery of Net Output to the Point of Delivery. Seller shall comply with the terms and conditions of the Transmission Agreement(s) between the Seller and the Transmitting Entity(s). Whenever Seller fails to provide for Firm Delivery of Net Output, all Net Output delivered via non-firm transmission rights shall be deemed Excess Output, and therefore subject to the payment provision in Section 5.4.
2. **Seller’s Responsibility to Schedule Delivery.** Seller shall coordinate with the Transmitting Entity(s) to provide PacifiCorp with a schedule of the next Day’s hourly scheduled Net Output deliveries at least 24 (twenty-four) hours prior to the beginning of the day being scheduled, and otherwise in accordance with the WECC Prescheduling Calendar (which is updated annually and may be downloaded at: <http://www.wecc.biz/>).
3. **Seller’s Responsibility to Maintain Interconnection Facilities.** PacifiCorp shall have no obligation to install or maintain any interconnection facilities on Seller’s side of the Point of Interconnection. PacifiCorp shall not pay any costs arising from Seller interconnecting its Facility with the Transmitting Entity(s).
4. **Seller’s Responsibility to Pay Transmission Costs.** Seller shall make all arrangements for, and pay all costs associated with, transmitting Net Output to PacifiCorp, scheduling energy into the PacifiCorp system and any other costs associated with delivering the Seller’s Net Output to the Point of Delivery.
5. **Energy Reserve Requirements.** The Transmitting Entity shall provide all generation reserves as required by the WECC and/or as required by any other governing agency or industry standard to deliver the Net Energy to the Point of Delivery, at no cost to PacifiCorp.
6. **Seller’s Responsibility to Report Net Output.** On or before the tenth (10th) day following the end of each Billing Period, Seller shall send a report documenting hourly station service, Excess Output, and Net Output from the Facility during the previous Billing Period, in columnar format substantially similar to the attached **Example 1**. If requested, Seller shall provide an electronic copy of the data used to calculate Net Output, in a standard format specified by PacifiCorp. For each day Seller is late delivering the certified report, PacifiCorp shall be entitled to postpone its payment deadline in Section 9 of this Power Purchase Agreement by one day. Seller hereby grants PacifiCorp the right to audit its certified reports of hourly Net Output. In the event of discovery of a billing error resulting in underpayment or overpayment, the Parties agree to limit recovery to a period of three years from the date of discovery.

ADDENDUM W-ctd.

7. **Seller's Supplemental Representations and Warranties.** In addition to the Seller's representations and warranties contained in Section 3 of this Agreement, Seller warrants that:

- (a) Seller's Supplemented Output, if any, results from Seller's purchase of some form of energy imbalance ancillary service;
- (b) The Transmitting Entity(s) requires Seller to procure the service, above, as a condition of providing transmission service;
- (c) The Transmitting Entity requires Seller to schedule deliveries of Net Output in increments of no less than one (1) megawatt;
- (d) Seller is not attempting to sell PacifiCorp energy or capacity in excess of its Net Output; and
- (e) The energy imbalance service, above, is designed to correct a mismatch between energy scheduled by the QF and the actual real-time production by the QF.

8. **Seller's Right to Deliver Supplemented Output.** In reliance upon Seller's warranties in Section 5, above, PacifiCorp agrees to accept and pay for Supplemented Output; *provided, however, that* Seller agrees to achieve an EIA of zero (0) kilowatt-hours during On-Peak Hours and zero (0) kilowatt-hours during Off-Peak Hours at the end of each Settlement Period.

(a) **Remedy for Seller's Failure to Achieve zero EIA.** In the event Seller does not achieve zero EIA at the end of each Settlement Period, PacifiCorp will declare any positive balance to be Surplus Delivery, and Seller's EIA will be reset to zero. PacifiCorp will include an accounting of Surplus Delivery in each monthly statement provided to Seller pursuant to Section 9.1 of this Agreement.

(b) **Negative Energy Imbalance Accumulations.** Any negative EIA (indicating that the Transmitting Entity has delivered less than Seller's Net Output), will be reset to zero at the end of each Settlement Period without any corresponding compensation by PacifiCorp.

(c) **PacifiCorp's Option to Change EIA Settlement Period.** In the event PacifiCorp reasonably determines that doing so likely will have a *de minimis* net effect upon the cost of Seller's Net Output to PacifiCorp, it may elect to enlarge the Settlement Period, up to a maximum of one Contract Year. Conversely, if PacifiCorp reasonably determines, based on the QF's performance during the current year, that reducing the Settlement Period likely will significantly lower the net cost of Seller's Net Output to PacifiCorp, it shall have the right to shorten Seller's EIA settlement period beginning the first day of the following Contract Year. However, in no case shall the Settlement Period be less than one month.

ADDENDUM W

Example of Seller's Output Reporting Requirement

		A	B	C	D	E
				(=A-B)		(=Max (0, C-D))
		Meter Reading ^ψ	Meter	Net	Facility	Excess Output
Day	Hour	at Point of	reading at	Output	Capacity	
	ending	Interconnection	Station	(MWh)	Rating	(MWh)
	(HE)	(MWh)	Power		(MW)	
			Meter* (MWh)			
1	7:00	0.50	0.01	0.49	1.50	
1	8:00	0.50	0.02	0.48	1.50	
1	9:00	0.50	0.01	0.49	1.50	
1	10:00	0.50	0.01	0.49	1.50	
1	11:00	0.50	0.01	0.49	1.50	
1	12:00	1.60	0.01	1.59	1.50	0.09
1	13:00	1.70	0.01	1.69	1.50	0.19
1	14:00	1.60	0.01	1.59	1.50	0.09
1	15:00	1.50	0.01	1.49	1.50	
1	16:00	1.50	0.01	1.50	1.50	
1	17:00	1.50	0.00	1.50	1.50	
1	18:00	1.50	0.01	1.49	1.50	
1	19:00	0.50	0.02	0.48	1.50	
1	20:00	0.50	0.01	0.49	1.50	

^ψ Seller shall show adjustment of Meter Reading for losses, if any, between point of metering and the Point of Interconnection, in accordance with Section 8.1.

* Does not apply if Station Service is provided from the gross output of the Facility.