

**POWER PURCHASE AGREEMENT**

**BETWEEN**

**Sprague Hydro LLC**

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

**AND**

**PACIFICORP**

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## POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT (“**Agreement**”), entered into this 15th day of November, 2023 (“**Effective Date**”), is between Sprague Hydro LLC (“**Seller**”), and PacifiCorp (d/b/a Pacific Power & Light Company), an Oregon corporation acting in its regulated utility capacity (“**PacifiCorp**”). (Seller and PacifiCorp are referred to individually as a “**Party**” or collectively as the “**Parties**”).

### RECITALS

A. Seller owns, operates and maintains a hydroelectric facility for the generation of electric power, including interconnection facilities, located in Klamath County, Oregon with a Facility Capacity Rating of 1,239-kilowatts (kW), as further described in **Exhibit A** and **Exhibit B** (“**Facility**”); and

B. The Parties desire to enter into this Agreement to replace in its entirety that certain Power Purchase Agreement between the Parties dated September 26, 1990 (the “**Previous PPA**”). The expiration date of the PPA is December 31, 2023 (“**Previous PPA Expiration Date**”); and

C. Seller intends to deliver Net Output under this Agreement following the Previous PPA Expiration Date; and

D. Seller intends to continue to operate the Facility as a Qualifying Facility (as defined below), having established commercial operation under the Previous PPA; and

E. Seller estimates that the average annual Net Energy (as defined below) to be delivered by the Facility to PacifiCorp is 2,590,000 kilowatt-hours (kWh), which amount of energy PacifiCorp will include in its resource planning; and

F. Seller shall 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 this Agreement; and

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

## **AGREEMENT**

NOW, THEREFORE, the Parties mutually agree as follows:

### Section 1: **DEFINITIONS**

When used in this Agreement, the following terms shall have the following meanings:

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

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

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

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

1.5 “**Commencement Date**” means the later of (i) the date on which Seller's obligations under Section 2.2 and 2.3 are satisfied; (ii) the date on which PacifiCorp provides written notification to Seller that the Facility has been designated a Network Resource as provided under Section 4.1; and (iii) the Scheduled Initial Delivery Date.

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

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

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

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

1.10 “**Default Security**”, unless otherwise agreed to by the Parties in writing, means the amount of either a Letter of Credit or cash placed in an escrow account sufficient to replace twelve (12) average months of replacement power costs over the term of this Agreement, and shall be calculated by taking the average, over the term of this Agreement, of the positive difference between (a) the monthly forward power prices at **Mid-Columbia (Mid-C)** (as determined by

PacifiCorp in good faith using information from a commercially reasonable independent source), multiplied by 110%, minus (b) the average of the Fixed Avoided Cost Prices specified in the Standard Avoided Cost Rates Schedule, and multiplying such difference by (c) the Minimum Annual Delivery; provided, however, the amount of Default Security shall in no event be less than the amount equal to the payments PacifiCorp would make for three (3) average months based on Seller's average monthly volume over the term of this Agreement and utilizing the average Fixed Avoided Cost Prices specified in the Standard Avoided Cost Rates Schedule. Such amount shall be fixed at the Effective Date of this Agreement.

1.11 “**Effective Date**” has the meaning set forth in in the introductory paragraph of this Agreement.

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

1.13 “**Environmental Attributes**” shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

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

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

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

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

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

1.19 “**Green Tags**” means (1) the Environmental Attributes associated with all Net Output, together with (2) all WREGIS Certificates; and (3) the Green Tag Reporting Rights associated with such energy, Environmental Attributes and WREGIS Certificates, however commercially transferred or traded under any or other product names, such as "Renewable Energy Credits," "Green-e Certified", or otherwise. One (1) Green Tag represents the Environmental Attributes made available by the generation of one (1) MWh of energy from the Facility. Provided however, that “Green Tags” do not include Environmental Attributes that are greenhouse gas

offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

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

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

1.22 **“Licensed Professional Engineer”** means a person acceptable to PacifiCorp in its reasonable judgment who is licensed to practice engineering in the state of Oregon, who has no economic relationship, association, or nexus with the Seller, and who is not a representative of a consulting engineer, contractor, designer or other individual involved in the development of the Facility, or of a manufacturer or supplier of any equipment installed in the Facility. Such Licensed Professional Engineer shall be licensed in an appropriate engineering discipline for the required certification being made.

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

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

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

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

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

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

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

1.30 “**Network Resource**” has the meaning set forth in PacifiCorp’s Open Access Transmission Tariff on file with FERC, as such tariff is revised from time to time.

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

1.32 “**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.

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

1.34 “**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.

1.35 “**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.

1.36 “**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.

1.37 “**Renewable Resource Deficiency Period**” means the period commencing on January 1, 2026.

1.38 “**Renewable Resource Sufficiency Period**” means the period from the Effective Date through December 31, 2025.

1.39 “**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).

1.40 “**Required Facility Documents**” means all licenses, permits, authorizations, and agreements, including a Generation Interconnection Agreement or equivalent, necessary for operation, and maintenance of the Facility consistent with the terms of this Agreement and requested in writing by PacifiCorp, including without limitation those set forth in **Exhibit C**.

1.41 “**Scheduled Initial Delivery Date**” means January 1, 2024.

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

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

1.44 “**Transmission Provider**” means PacifiCorp Transmission, PacifiCorp’s business unit responsible for the safe and reliable operation of PacifiCorp’s balancing authority areas.

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

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

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

## Section 2: **TERM; EFFECTIVE DATE**

2.1 After execution by both Parties, this Agreement shall become effective on the Effective Date.

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

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

2.4 Except as otherwise provided herein, this Agreement shall terminate on December 31, 2038 (“**Termination Date**”).



Section 3: **REPRESENTATIONS AND WARRANTIES**

- 3.1 PacifiCorp represents, covenants, and warrants to Seller that:
- 3.1.1 PacifiCorp is duly organized and validly existing under the laws of the State of Oregon.
  - 3.1.2 PacifiCorp has the requisite corporate power and authority to enter into this Agreement and to perform according to the terms of this Agreement.
  - 3.1.3 PacifiCorp has taken all corporate actions required to be taken by it to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.
  - 3.1.4 The execution and delivery of this Agreement does not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on PacifiCorp or any valid order of any court, or any regulatory agency or other body having authority to which PacifiCorp is subject.
  - 3.1.5 This Agreement is a valid and legally binding obligation of PacifiCorp, enforceable against PacifiCorp in accordance with its terms (except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies and except as the enforceability of this Agreement may be subject to general principles of equity, whether or not such enforceability is considered in a proceeding at equity or in law).
- 3.2 Seller represents, covenants, and warrants to PacifiCorp that:
- 3.2.1 Seller is a limited liability company duly organized and validly existing under the laws 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 Commencement Date, unless otherwise provided herein, Seller will sell and PacifiCorp will purchase (a) all Net Output from the Facility delivered to the Point of

Delivery and (b) all Green Tags associated with the output or otherwise resulting from the generation of energy by the Facility (which shall come from the Facility and from no other source), for the periods during which the Green Tags are required to be transferred to PacifiCorp under the terms of Section 5.5. Within five (5) Business Days following the later of the Effective Date and the date on which this Agreement is executed and delivered on behalf of both Parties, PacifiCorp will submit an application to the Transmission Provider requesting extension of the current designation of the Facility as a Network Resource, thereby authorizing transmission service under PacifiCorp's Network Integration Transmission Service Agreement with the Transmission Provider. PacifiCorp will notify Seller within five (5) days of receiving confirmation that the Facility has been designated by the Transmission Provider as a Network Resource.

4.2 Average Annual Generation. Seller estimates that the Facility will generate, on average, 2,590,000 kWh per Contract Year ("**Average Annual Generation**"). Seller may, upon at least six months prior written notice, modify the Average Annual Generation every other Contract Year.

4.3 Minimum and Maximum Delivery. Seller shall make available from the Facility a minimum of 325,000 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 Effective Date, and further provided that such minimum Net Output shall be reduced on a pro-rata basis for any periods during a Contract Year that the Facility was prevented from generating electricity for reasons of Force Majeure ("**Minimum Annual Delivery**"). Seller estimates, for informational purposes, that it will make available from the Facility a maximum of 4,464,000 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.

## Section 5: **PURCHASE PRICES**

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

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

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

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

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

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

#### 5.5 Environmental Attributes.

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

5.5.2 (Fixed Price Renewable Seller Only): PacifiCorp waives any claim to Seller's ownership of Environmental Attributes during the Renewable Resource Sufficiency Period. Seller shall transfer the Green Tags to PacifiCorp in accordance with Section 4.6 during the Renewable Resource Deficiency Period.

### Section 6: OPERATION AND CONTROL

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

6.2 Incremental Utility Upgrades. At start-up (and at any other time upon at least six months' prior written notice), Seller may increase Net Output, if such increase is due to normal variances in estimated versus actual performance, changed Facility operations, or improvements

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

6.3 Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement (if applicable), Prudent Electrical Practices and in accordance with the requirements of all applicable federal, state and local laws and the National Electric Safety Code as such laws and code may be amended from time to time. PacifiCorp shall have no obligation to purchase Net Output from the Facility to the extent the interconnection between the Facility and PacifiCorp's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's non-compliance with the Generation Interconnection Agreement. PacifiCorp shall have the right to inspect the Facility to confirm that Seller is operating the Facility in accordance with the provisions of this Section 6.3 upon reasonable notice to Seller. Seller is solely responsible for the operation and maintenance of the Facility. PacifiCorp shall not, by reason of its decision to inspect or not to inspect the Facility, or by any action or inaction taken with respect to any such inspection, assume or be held responsible for any liability or occurrence arising from the operation and maintenance by Seller of the Facility.

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

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



## Section 7: **FUEL/MOTIVE FORCE**

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

## Section 8: **METERING**

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

8.2 Metering shall be performed at the location and in a manner consistent with this Agreement and as specified in the Generation Interconnection Agreement, or, if the Net Output is to be wheeled to PacifiCorp by another utility, metering will be performed in accordance with the terms of PacifiCorp's interconnection agreement with such other utility. All quantities of energy purchased hereunder shall be adjusted to account for electrical losses, if any between the point of metering and the Point of Delivery, so that the purchased amount reflects the net amount of energy flowing into PacifiCorp's system at the Point of Delivery.

8.3 PacifiCorp shall periodically inspect, test, repair and replace the metering equipment as provided in the Generation Interconnection Agreement, if applicable. If the Net Output is to be wheeled to PacifiCorp by another utility, meter inspection, testing, repair and replacement will be performed in accordance with the terms of PacifiCorp's interconnection agreement with such utility. If any of the inspections or tests discloses an error exceeding two percent (2%), either fast or slow, proper correction, based upon the inaccuracy found, shall be made of previous readings for the actual period during which the metering equipment rendered inaccurate measurements if that period can be ascertained. If the actual period cannot be ascertained, the proper correction shall be made to the measurements taken during the time the metering equipment was in service since last tested, but not exceeding three (3) Billing Periods, in the amount the metering equipment shall have been shown to be in error by such test. Any correction in billings or payments resulting from a correction in the meter records shall be made in the next monthly billing or payment rendered following the repair of the meter.

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

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



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

9.3 Any amounts owing after the due date thereof shall bear interest at the Prime Rate plus two percent (2%) from the date due until paid; *provided, however*, that the interest rate shall at no time exceed the maximum rate allowed by applicable law.

## Section 10: SECURITY

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

☐ Cash Escrow  
☐ Letter of Credit  
☐ Senior Lien  
☐ Step-in Rights

☒ Seller has adopted the Creditworthiness Warranties of Section

3.2.8.

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

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

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

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

10.2 Letter of Credit Security. Seller shall post and maintain in an amount equal to the Default Security: (a) a guaranty from a party that satisfies the Credit Requirements, in a form acceptable to PacifiCorp in its discretion, or (b) a Letter of Credit in favor of PacifiCorp. To the

extent PacifiCorp receives payment from the Default Security, Seller shall, within fifteen (15) days, restore the Default Security as if no such deduction had occurred.

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

10.3 Senior Lien. Within thirty (30) days after the Effective Date, Seller shall grant PacifiCorp a senior, unsubordinated lien on the Facility and its assets as security for performance of this Agreement by executing, acknowledging and delivering a security agreement and a deed of trust or a mortgage, in a recordable form (each in a form satisfactory to PacifiCorp in the reasonable exercise of its discretion). Pending delivery of the senior lien to PacifiCorp, Seller shall not cause or permit the Facility or its assets to be burdened by liens or other encumbrances that would be superior to PacifiCorp's, other than workers', mechanics', suppliers' or similar liens, or tax liens, in each case arising in the ordinary course of business that are either not yet due and payable or that have been released by means of a performance bond posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.

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

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

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

10.4.2 PacifiCorp shall give Seller ten (10) calendar days notice in advance of the contemplated exercise of PacifiCorp's rights under this Section 10.4. Upon such notice, Seller shall collect and have available at a convenient, central location at the Facility all documents, contracts, books, manuals, reports, and records required to construct, operate, and maintain the Facility in accordance with Prudent Electrical Practices. Upon such notice, PacifiCorp, its employees, contractors, or designated third parties shall have the unrestricted right to enter the Facility for the purpose of constructing and/or operating the Facility. Seller hereby irrevocably appoints PacifiCorp as Seller's attorney-in-fact for the exclusive purpose of executing such documents and taking such other actions as PacifiCorp may reasonably deem necessary or appropriate to exercise PacifiCorp's step-in rights under this Section 10.4.

10.4.3 During any period that PacifiCorp is in possession of and constructing and/or operating the Facility, no proceeds or other monies attributed to

operation of the Facility shall be remitted to or otherwise provided to the account of Seller until all Events of Default of Seller have been cured.

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

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

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

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

## Section 11: **DEFAULTS AND REMEDIES**

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

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

11.1.2 **Default on Other Agreements.** Seller's failure to cure any default under any commercial or financing agreements or instrument (including the

Generation Interconnection Agreement) within the time allowed for a cure under such agreement or instrument.

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

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

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

11.2 Notice; Opportunity to Cure.

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

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

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

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

### 11.3 Termination.

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

11.3.2 In the event this Agreement is terminated because of Seller's default and Seller wishes to again sell Net Output to PacifiCorp following such termination, PacifiCorp in its sole discretion may require that Seller shall do so subject to the terms of this Agreement, including but not limited to the Contract Price, until the Termination Date (as set forth in Section 2.4). At such time Seller and PacifiCorp agree to execute a written document ratifying the terms of this Agreement.

11.3.3 Damages. If this Agreement is terminated as a result of Seller's default, Seller shall pay PacifiCorp the positive difference, if any, obtained by subtracting the Contract Price from the sum of the Replacement Price for the Minimum Annual Delivery that Seller was otherwise obligated to provide for a period of twenty-four (24) months from the date of termination plus any cost incurred for transmission purchased to deliver the replacement power to the Point of Delivery, and the estimated administrative cost to the utility to acquire replacement power. Amounts owed by Seller pursuant to this paragraph shall be due within five (5) business days after any invoice from PacifiCorp for the same.

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

### 11.4 Damages.

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

the Contract Price, and the period of default under this Section 11.4.1 shall not exceed one Contract Year.

11.4.2 Recoupment of Damages.

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

Section 12: **INDEMNIFICATION AND LIABILITY**

12.1 Indemnities.

12.1.1 Indemnity by Seller. 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. No later than the Effective Date of this Agreement, 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 Upon the Effective Date, this Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PacifiCorp's purchase of Net Output from the Facility. No modification of this Agreement shall be effective unless it is in writing and signed by both Parties.

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

Section 23: **NOTICES**

23.1 All notices except as otherwise provided in this Agreement shall be in writing, shall be directed as follows and shall be considered delivered if delivered in person or when deposited in the U.S. Mail, postage prepaid by certified or registered mail and return receipt requested.

Notices	PacifiCorp	Seller
All Notices	PacifiCorp 825 NE Multnomah Street Portland, OR 97232 Attn: Contract Administration, Suite 600 Phone: (503) 813 - 5380 Facsimile: (503) 813 - 6291	Sprague Hydro LLC 711 E Turtle Point Drive Ivins, UT 84738 Phone: (801) 891-4147 Email: <a href="mailto:ted@tsorenson.net">ted@tsorenson.net</a> ; <a href="mailto:miriah@tsorenson.net">miriah@tsorenson.net</a>

<b>Notices</b>	<b>PacifiCorp</b>	<b>Seller</b>
	Duns: 00-790-9013 Federal Tax ID Number: 93-0246090	
<b>All Invoices:</b>	(same as street address above)  Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 – 5580	Sprague Hydro LLC  P.O. Box 1855  Idaho Falls, ID 83403
<b>Scheduling:</b>	(same as street address above)  Attn: Resource Planning, Suite 600 Phone: (503) 813 - 6090 Facsimile: (503) 813 – 6265	Same as “All Notices” contact above
<b>Payments:</b>	(same as street address above)  Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 – 5580	Same as “All Notices” contact above
<b>Wire Transfer:</b>	Bank One N.A. ABA: ACCT:  NAME: PacifiCorp Wholesale	Bank of Idaho ABA: 124103676 ACCT: Name: Sprague Hydro LLC
<b>Credit and Collections:</b>	(same as street address above)  Attn: Credit Manager, Suite 700 Phone: (503) 813 - 5684 Facsimile: (503) 813 – 5609	Same as “All Notices” contact above
<b>With Additional Notices of an Event of Default or Potential Event of Default to:</b>	(same as street address above)  Attn: PacifiCorp General Counsel Phone: (503) 813-5029 Facsimile: (503) 813-7252	Miriah Elliott  498 West 140 South  Ivins, UT 84738  <a href="mailto:miriah@tsorenson.net">miriah@tsorenson.net</a>

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

Seller

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Paul Johnson

Name: Ted S. Sorenson \_\_\_\_\_

Title: Senior Originator

Title: Manager \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF SELLER'S FACILITY**  
*[Seller to complete]*

Seller's Facility consists of 2 horizontal francis turbines, rated at 670 kw, connected to a common 1,230 kw induction generator manufactured by Louis Allis. More specifically, the Facility is described as:

**Type (synchronous or inductive):** inductive

**Model:** Louis Allis

**Number of Phases:** 3**Rated Output (kW):** [\_\_ 1,230kw\_\_]

**Rated Output (kVA):** [\_\_ 1,365kva\_\_]

**Rated Voltage (line to line):** [\_\_ 2400 v\_\_]

**Maximum kW Output:** [\_\_ 1,230kw\_\_]

**Maximum kVA Output:** [\_\_ 1,365kva\_\_]

**Minimum kW Output:** [\_\_ 200kw\_\_]

**Manufacturer's Guaranteed Cut-in Wind Speed [if applicable]:** [\_\_ n/a\_\_]

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**Facility Capacity Rating:** [\_\_ 1,230 kW\_\_]

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

n/a

**Station service requirements, and other loads served by the Facility, if any, are described as follows:** \_\_ Station Service =

2kw\_\_\_\_\_  
\_\_\_\_

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

Legal Description: 9 miles NE of Bly, Oregon on the North Fork of the Sprague River

**Power factor requirements:**

Rated Power Factor (PF) or reactive load (kVAR): [\_\_ 0.9PF\_\_]

**EXHIBIT B**  
**SELLER'S INTERCONNECTION FACILITIES**

*[Seller to provide its own diagram and description]*

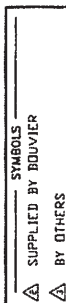
**POINT OF DELIVERY / SELLER'S INTERCONNECTION FACILITIES**

Instructions to Seller:

1. Include description of point of metering, and Point of Delivery – on the high-side of the facility's transformer on the distribution circuit 5L14 out of the Bly substation at 12 kv located in Klamath County, Oregon.
2. Provide interconnection single line drawing of Facility including any transmission facilities on Seller's side of the Point of Delivery.

*[Insert diagram]*

STYLE	FUNCTION	DESCRIPTION	SETTING	HTG.	PART No.
			12-DVER-14-08PM 14-08PM 14-08PM-045000PM	RED-UDN	PARR-0010
32	REVERSE POWER	120VAC, 3A	25V REV PWR, TD 1	GE-NEVAL ELECTRIC	12(CV)A2A
47	PHASE SEQUENCE OVER/UNDER VOLTAGE	120VAC, 3P	47-102.0J5EC 27-108V/20 SEC 135-115V/2.5 SEC	BAUER GENERAL ELECTRIC	BEI-47N 13P-47N-C310F
50/25V	OVERCURRENT NEUTRAL	5A, 3P	45AMP, 20 TD	GENERAL ELECTRIC	12(CV)A3B1A
50N	OVERCURRENT	5A, 1P	25A, 20 TD	GENERAL ELECTRIC	12(CV)A2A2A
90B/D	OVER/UNDER FREQUENCY	120VAC, 1P	81/D-64S/5/6 CYCLE 130/D-55S/5/6 CYCLE	BAUER ELECTRIC	BEI-90D/U 130-FIL-47N0F
B6	LOCKOUT	PAVDC	INST	ESCO	7803
B7G	DIFFERENTIAL	5A, 3P	INST	GENERAL ELECTRIC	12(CV)A3C1A
DPM	DIGITAL MILLI AMPER	24VDC	240V/550A	W.B. LITEK GENERAL ELECTRIC	W82-53A-9C-DS VDC UNIT/AMP VDC UNIT/AMP/2A
	MAIN CONTACTOR	120VAC	2400V/100A	GENERAL ELECTRIC	12(CV)A1A17A2



- |     | DEVICE LEGEND           |
|-----|-------------------------|
| 49  | - TEMPERATURE RELAY     |
| AM  | - AMMETER               |
| AS  | - AMPERE SWITCH         |
| CT  | - CURRENT TRANSFORMER   |
| KWH | - KILOWATT HOUR METER   |
| KWH | - KILOWATT METER        |
| LA  | - LIGHTING ARRESTER     |
| PFM | - POWER FACTOR METER    |
| PPT | - POTENTIAL TRANSFORMER |
| VM  | - VOLTMETER             |
| V5  | - VOLTMETER SWITCH      |

[illegible]

FORMERLY SEDCO DRAWING 2375-1  
REV C. REDRAWN BY BAT ELECTRIC



**EXHIBIT C**  
**REQUIRED FACILITY DOCUMENTS**

**REQUIRED OF ALL FACILITIES:**

- QF Certification
- Interconnection Agreement

**REQUIRED OF ALL HYDRO FACILITIES:**

- Deed or Lease to Facility Premises
- FERC License or documentation of an applicable exemption
- Power Generation Water Rights

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



**Interconnection Agreement for Small Generator Facility  
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection  
(Small Generator Facilities with Electric Nameplate Capacities of 20MW or less)**

This Interconnection Agreement for Small Generator Facility ("Agreement") is made and entered into this 14<sup>th</sup> day of November, 2023 by and between Sprague Hydro LLC, a limited liability company organized and existing under the laws of the State of Oregon, ("Interconnection Customer") and PacifiCorp, a Corporation, existing under the laws of the State of Oregon, ("Public Utility"). The Interconnection Customer and Public Utility may be referred to hereinafter singly as a "Party" or collectively as the "Parties."

**Recitals:**

**Whereas**, the Interconnection Customer is proposing to develop a Small Generator Facility, or to add generating capacity to an existing Small Generator Facility, consistent with the Application completed on February 3, 2023;

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

**Whereas**, the interconnection of the Small Generator Facility and the Public Utility's T&D System is subject to the jurisdiction of the Public Utility Commission of Oregon ("Commission") and governed by the Small Generator Interconnection Procedures ("SGIP") for Oregon-jurisdictional generators that are 20 MW or less, in accordance with Commission Order No. 20-268.

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

**Article 1.      Scope and Limitations of Agreement**

**1.1      Scope**

This Agreement establishes the standard terms and conditions under which the Small Generator Facility with a Nameplate Capacity of no more than 20 megawatts ("MW") will interconnect to, and operate in Parallel with, the Public Utility's T&D System. The Commission has approved standard terms and conditions governing this class of interconnection. Any additions, deletions or changes to the standard terms and conditions of interconnection approved by the Commission must be mutually agreed by the Parties or, if required by the Rule, any such changes must be approved by the Commission. Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the Rule. This Agreement shall be construed where possible to be consistent with the Rules; to the extent this Agreement conflicts with the Rule, the Rule shall take precedence.

**1.2      No Agreement Regarding Power Purchase, Transmission, or Delivery**

This Agreement does not constitute an agreement to purchase, transmit, or deliver any

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power or capacity from the interconnected Small Generating Facility nor does it constitute an electric service agreement.

**1.3 Other Agreements**

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

**1.4 Responsibilities of the Parties**

- 1.4.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws.
- 1.4.2 The Interconnection Customer will construct, own, operate, and maintain its Small Generator Facility in accordance with this Agreement, IEEE Standard 1547 (2003 ed), IEEE Standard 1547.1 (2005 ed), the National Electrical Code (2005 ed) and applicable standards required by the Commission.
- 1.4.3 Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection. Each Party shall provide Interconnection Facilities that adequately protect the other Parties' facilities, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities is prescribed in the Rule and this Agreement and the attachments to this Agreement.

**1.5 Parallel Operation and Maintenance Obligations**

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

**1.6 Metering & Monitoring**

The Interconnection Customer will be responsible for metering and monitoring as required by Article 0070 of the SGIP and as may be detailed in any attachments to this Agreement.

**1.7 Power Quality**

The Interconnection Customer will design its Small Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection

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that meets the requirements set forth in IEEE 1547. The Public Utility may, in some circumstances, also require the Interconnection Customer to follow voltage or VAR schedules used by similarly situated, comparable generators in the control area. Any special operating requirements will be detailed in Form 7 and completed by the Public Utility as required by the Rule. The Public Utility shall not impose additional requirements for voltage or reactive power support outside of what may be required to mitigate impacts caused by interconnection of the Small Generator Facility to the Public Utility's system.

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

**2.1      Equipment Testing and Inspection**

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

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

**2.2      Right of Access:**

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

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

**3.1      Effective Date**

The Agreement shall become effective upon execution by the Parties.

**3.2      Term of Agreement**

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

**3.3      Termination**

No termination will become effective until the Parties have complied with all provisions of Article 0080 of the SGIP and this Agreement that apply to such termination.

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

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

3.3.3    The Commission may order termination of this Agreement.

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

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

**3.4      Temporary Disconnection**

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

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

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

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



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writing by the Public Utility. The requirement to apply to the Public Utility for study and approve of modifications is governed by Article 0025 of the SGIP.

**3.5 Restoration of interconnection:**

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

**Article 4. Cost Responsibility and Billing:**

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

**4.1 Minor T&D System Modifications:**

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

**4.2 Interconnection Facilities:**

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

**4.3 Interconnection Equipment:**

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

**4.4 System Upgrades:**

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



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

**4.5 Adverse System Impact:**

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

**4.6 Deposit and Billings:**

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

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

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

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

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

**5.1      Assignment**

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

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

**5.2      Limitation of Liability and Consequential Damages**

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

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

**5.3 Indemnity**

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

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

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

**5.4 Consequential Damages**

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

**5.5 Force Majeure**

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

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

**5.6 Default**

- 5.6.1 No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a breach, the non-breaching Party shall give written notice of such breach to the breaching Party. Except as provided in Article 5.6.2, the breaching Party shall have sixty (60) Calendar Days from receipt of the breach notice within which to cure such breach; provided however, if such breach is not capable of cure within 60 Calendar Days, the breaching Party shall commence such cure within twenty (20) Calendar Days after notice and continuously and diligently complete such cure within six months from receipt of the breach notice; and, if cured within such time, the breach specified in such notice shall cease to exist.
- 5.6.2 If a breach is not cured as provided for in this Article 5.6, or if a breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a default and terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. Alternatively, the non-breaching Party shall have the right to seek dispute resolution with the Commission in lieu of default. The provisions of this Article 5.6 will survive termination of the Agreement.

**Article 6. Insurance**



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- 6.1** Pursuant to the Rule adopted by the Commission, the Public Utility may not require the Interconnection Customer to maintain general liability insurance in relation to the interconnection of a Small Generator Facility with an Electric Nameplate Capacity of 200 KW or less. With regard to the interconnection of a Small Generator Facility with an Electric Nameplate Capacity equal to or less than 20 MW but in excess of 200 KW, the Interconnection Customer shall, at its own expense, maintain in force throughout the period of this Agreement general liability insurance sufficient to protect any person (including the Public Utility) who may be affected by the Interconnection Customer's Small Generation Facility and its operation and such insurance shall be sufficient to satisfy the Interconnection Customer's indemnification responsibilities under Article 5.3 of this Agreement.
- 6.2** Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, the Interconnection Customer shall provide the Public Utility with certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.
- 6.3** All insurance required by this Article 6 shall name the Public Utility, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition. The Interconnection Customer's insurance shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. The insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 6.4** The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.
- 6.5** The requirements contained herein as to insurance are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

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**Article 7.      Dispute Resolution**

Parties will adhere to the dispute resolution provisions in Article 0080 of the SGIP.

**Article 8.      Miscellaneous**

**8.1      Governing Law, Regulatory Authority, and Rules**

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

**8.2      Amendment**

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

**8.3      No Third-Party Beneficiaries**

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

**8.4      Waiver**

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

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

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

**8.5      Entire Agreement**

This Agreement, including any supplementary Form attachments that may be necessary, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of the Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part



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of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

**8.6 Multiple Counterparts**

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

**8.7 No Partnership**

This Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**8.8 Severability**

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

**8.9 Subcontractors**

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

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

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

**8.10 Reservation of Rights**

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

**Article 9.     Notices and Records**

**9.1     General**

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

**9.2     Records**

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

**If to the Interconnection Customer:**

Interconnection Customer: Sprague Hydro LLC  
Attention: Ted Sorenson  
Address: 711 East Turtle Point Drive  
City: Ivins    State: Utah    Zip: 84738  
Phone: 208-589-6908    Fax: 208-522-8223  
E-mail: ted@tsorenson.net

**If to Public Utility:**

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

**9.3     Billing and Payment**

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



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**If to the Interconnection Customer**

Interconnection Customer: Sprague Hydro LLC  
Attention: Ted Sorenson  
Address: 711 East Turtle Point Drive  
City: Ivins State: Utah Zip: 84738  
Phone: 208-589-6908 Fax: 208-522-8223  
E-mail: ted@tsorenson.net

**If to Public Utility**

Public Utility: PacifiCorp Transmission  
Attention: Central Cashiers Office  
Address: 825 N.E. Multnomah Street, Suite 550  
City: Portland State: OR Zip: 97232

**9.4 Designated Operating Representative**

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

**Interconnection Customer's Operating Representative:**

Interconnection Customer: Sprague Hydro LLC  
Attention: Ted Sorenson  
Address: 711 East Turtle Point Drive  
City: Ivins State: Utah Zip: 84738  
Phone: 208-589-6908 Fax: 208-522-8223  
E-mail: ted@tsorenson.net

**Public Utility's Operating Representative:** PacifiCorp

Attention: Grid Operations  
Address: 9915 S.E. Ankeny Street  
City: Portland State: OR Zip: 97216  
Phone: 503-251-5220 Fax: 503-251-5228

**9.5 Changes to the Notice Information**



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

**Article 10. Signatures**

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

**For Public Utility:**

Name: **Rick Vail** Digitally signed by Rick Vail  
Date: 2023.11.14 13:52:25  
+08'00'

Rick Vail

Title: VP, Transmission

Date: 9/01/2023

**For the Interconnection Customer:**

Name: \_\_\_\_\_ 

Title: Ted S. Sorenson, Manager

Date: 11/14/23



**Interconnection Agreement for Small Generator Facility  
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**Attachment 1**

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

**Small Generating Facility:** Consists of one (1) Louis ALLIS PDX turbine for a total requested output of 1.23 MW. The turbine is connected to a single 2 MVA 2.4 – 12 kV transformer. See Attachment 2.

**Interconnection Customer Interconnection Facilities:** Consists of a relay controlled recloser (existing). See Attachment 2.

**Public Utility's Interconnection Facilities:** New radio communication equipment will be installed at Bly substation, POI and associated reclosers. See Attachment 2.

**Estimated Cost of Public Utility's Interconnection Facilities:** Estimated cost of Public Utility's Interconnection Facilities directly assigned to Interconnection Customer: \$50,000.

**Estimated Annual Operation and Maintenance Cost of Public Utility's Interconnection Facilities:** \$500. Interconnection Customer shall be responsible for Public Utility's actual cost for maintenance of the Public Utility's Interconnection Facilities.

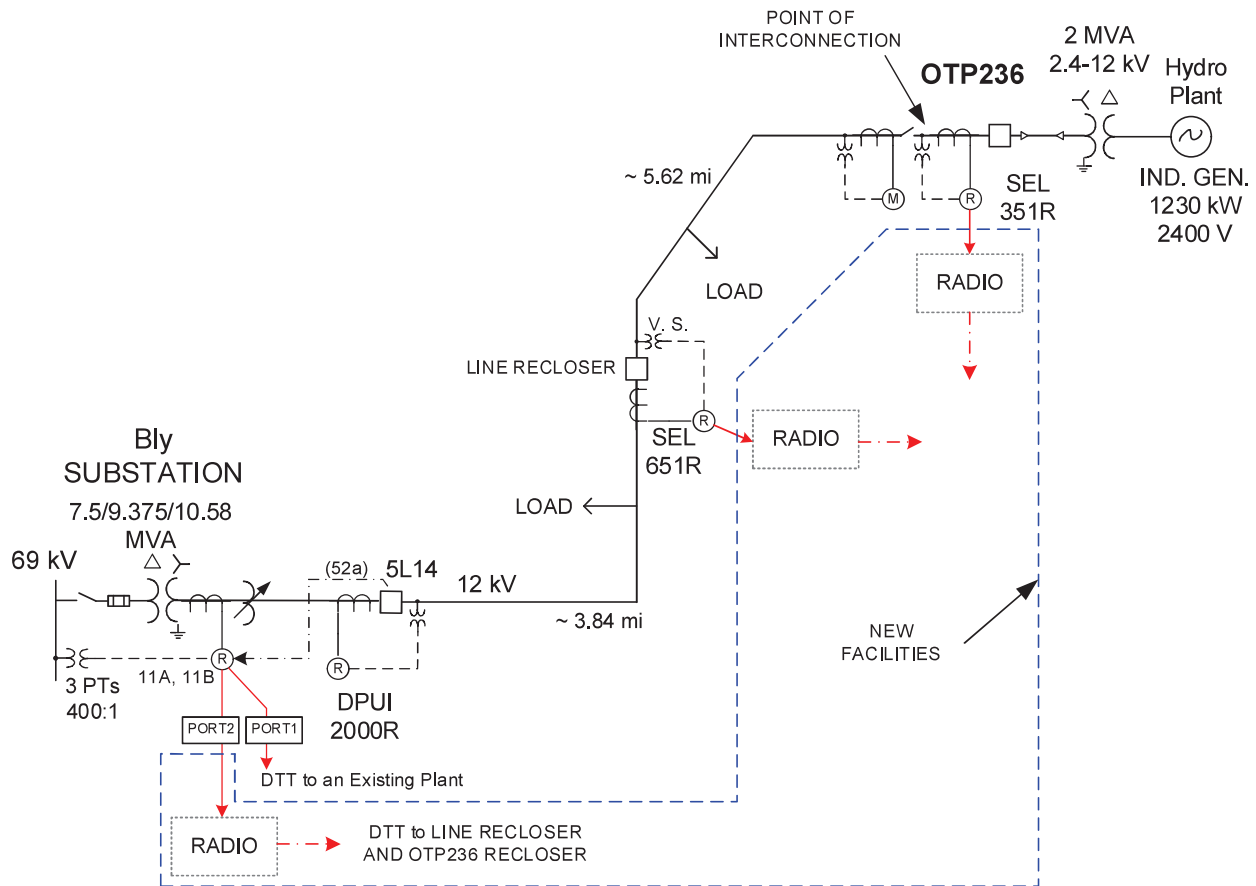
**Point of Interconnection:** The point where the Public Utility's Interconnection Facilities connect to the Public Utility's 12 kV distribution circuit 5L13 out of Bly substation. See Attachment 2.

**Point of Change of Ownership:** The point where the Interconnection Customer's Interconnection Facilities connect to the Public Utility's Interconnection Facilities. See Attachment 2.

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**Attachment 2**

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





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**Attachment 3**

**Milestones**

Estimated In-Service Date: April 1, 2025

Critical milestones and responsibility as agreed to by the Parties:

<b>Milestone/Date</b>	<b>Responsible Party</b>
Execute Interconnection Agreement November 1, 2023	Applicant
Provision of First Progress Payment December 3, 2023	Applicant
Engineering Commences February 4, 2024	Public Utility
Relay Setting Package Provided July 15, 2024	Applicant
Engineering Design Complete October 10, 2024	Public Utility
Construction Commences January 27, 2025	Public Utility
Applicant Maintenance Plan Provided February 14, 2025	Applicant
Construction Complete March 21, 2025	Both
Commissioning Activities Complete March 31, 2025	Public Utility
Commercial Operation April 1, 2025	Applicant





Form 8

**Interconnection Agreement for Small Generator Facility  
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**Payment Schedule**

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

Please select an option:	<input type="checkbox"/>	<input type="checkbox"/>
<u>Funds due no later than</u>	<u>Levelized Option</u>	<u>Stepped Option</u>
(or when Interconnection Agreement is executed)	\$10,000	\$10,000
April 1, 2024	\$73,000	\$50,000
October 1, 2024	\$73,000	\$96,000



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**Attachment 4**

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

The interconnection of the Small Generator Facility is subject to the rules contained within the SGIP. The interconnection of the Small Generator Facility to the Public Utility's Distribution System shall be subject to, and the Interconnection Customer shall operate the Small Generating Facility in accordance with, the Public Utility's policies governing interconnection of generation facilities to the distribution system entitled "Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)" which policy document is available upon request from the Public Utility and is incorporated by this reference as part of the Interconnection Agreement between the Parties. The interconnection of the Small Generator Facility to the Public Utility's Transmission System shall be subject to, and the Interconnection Customer shall operate the Small Generating Facility in accordance with, the Public Utility's policies governing interconnection of generation facilities to the transmission system entitled "Facility Connection (Interconnection) Requirements for Transmission Systems (46 kV and above)" which policy document is available upon request from the Public Utility and is incorporated by this reference as part of the Interconnection Agreement between the Parties. In the event of a conflict between any aspect of this Attachment 4 (including without limitation the Public Utility's policies governing interconnection of generation facilities to the distribution system or the transmission system) and the rules contained in SGIP, the SGIP shall prevail.

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

Generating Facility Operation Shall Not Adversely Affect the Public Utility's T&D System.

Interconnection Customer shall operate the Generating Facility in such a manner as not to adversely affect the Public Utility's T&D System or any other element of the Public Utility's electrical system.

Interconnection Customer's Generating Facility shall deliver not more than the Design Capacity of 1,230 kW. Except as otherwise required by this Interconnection Agreement, Interconnection Customer shall operate the Generating Facility in a manner compatible with the Public Utility's applicable voltage level and fluctuating voltage guidelines, entitled Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below) or Policy 138, as it may be amended or superseded from time to time in the Public Utility's reasonable discretion, at the Point of Interconnection during all times that the Generating Facility is connected and operating in parallel with the Public Utility's T&D System. In its sole discretion, the Public Utility may specify rates of change in Interconnection Customer's deliveries to the Public Utility's T&D System during any start-up of the Generating Facility, during reconnection to the

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Public Utility's T&D System, and during normal operations to assure that such rates of change are compatible with the operation of the Public Utility's voltage regulation equipment.

Maximum Authorized Power Flow. The Generating Facility shall not be operated in a manner that results in the flow of electric power onto the Public Utility's T&D System during any fifteen (15) minute interval at levels in excess of 12kVA from the Generating Facility. If this provision is violated, the Public Utility may terminate this Interconnection Agreement or lock the Interconnection Customer Disconnect Switch in the open position until such time as: (a) the Public Utility has studied the impact of additional generation on the T&D System (at Interconnection Customer's cost and pursuant to a new study agreement between the Public Utility and Interconnection Customer) and the interconnection has been upgraded (at Interconnection Customer's cost and pursuant to a new or amended Facilities Construction Agreement and a new or amended Interconnection Agreement if deemed necessary by the Public Utility) in any manner necessary to accommodate the additional generation; or (b) the Interconnection Customer has modified the Generating Facility or Interconnection Customer's Interconnection Facilities in such manner as to insure to the Public Utility's satisfaction that the Generating Facility will no longer cause electric power to flow onto the Public Utility's T&D System at a level in excess of 12kVA.

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

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

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

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

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within the voltage regulation constraints of this requirement, the Public Utility may disconnect the Generating Facility.

Modification of Nominal Operating Voltage Level. By providing Interconnection Customer with a one hundred and eighty (180) day notice, the Public Utility may at its sole discretion change the Public Utility's nominal operating voltage level at the Point of Interconnection. In the event of such change in voltage level Interconnection Customer shall, at Interconnection Customer's sole expense, modify Interconnection Customer's Interconnection Facilities as necessary to accommodate the modified nominal operating voltage level. Interconnection Customer has been informed that initial use of a dual voltage Interconnection Customer may ameliorate the cost of accommodating a change in nominal operating voltage level.

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

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

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

Property Requirements. Interconnection Customer is required to obtain for the benefit of Public Utility at Interconnection Customer's sole cost and expense all real property rights, including but not limited to fee



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ownership, easements and/or rights of way, as applicable, for Public Utility owned Facilities using Public Utility's standard forms. Public Utility shall not be obligated to accept any such real property right that does not, at Public Utility's sole discretion, confer sufficient rights to access, operate, construct, modify, maintain, place and remove Public Utility owned facilities or is otherwise not conveyed using Public Utility's standard forms. Further, all real property on which Public Utility's Facilities are to be located must be environmentally, physically and operationally acceptable to the Public Utility at its sole discretion. Interconnection Customer is responsible for obtaining all permits required by all relevant jurisdictions for the project, including but not limited to, conditional use permits and construction permits; provided however, Public Utility shall obtain, at Interconnection Customer's cost and schedule risk, the permits necessary to construct Public Utility's Facilities that are to be located on real property currently owned or held in fee or right by Public Utility. Except as expressly waived in writing by an authorized officer of Public Utility, all of the foregoing permits and real property rights (conferring rights on real property that is environmentally, physically and operationally acceptable to Public Utility) shall be acquired as provided herein as a condition to Public Utility's contractual obligation to construct or take possession of facilities to be owned by the Public Utility under this Agreement. Public Utility shall have no liability for any project delays or cost overruns caused by delays in acquiring any of the foregoing permits and/or real property rights, whether such delay results from the failure to obtain such permits or rights or the failure of such permits or rights to meet the requirements set forth herein. Further, any completion dates, if any, set forth herein with regard to Public Utility's obligations shall be equitably extended based on the length and impact of any such delays.

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



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**Attachment 5**

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

**Distribution Upgrades:** Communications equipment at line recloser RC4036 and Bly substation.  
\$106,000

**System Upgrades:** None

**Contingent Facilities:** None



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**Attachment 6**

**Scope of Work**

**SMALL GENERATING FACILITY MODIFICATIONS**

The following outlines the design, procurement, construction, installation, and ownership of equipment at the Applicant's Small Generating Facility.

**APPLICANT TO BE RESPONSIBLE FOR**

- Design, construct, own and maintain the Applicant's Small Generating facility and associated collector system.
- Operate the Small Generating facility under constant power factor mode with a unity power factor setting unless specifically requested otherwise by the Public Utility. The Small Generating facility is expressly forbidden from actively participating in voltage regulation of the Public Utilities system without written request or authorization from the Public Utility. The Small Generating facility shall have sufficient reactive capacity to enable the delivery of 100 percent of the plant output to the POI at unity power factor measured at 1.0 per unit voltage under steady state conditions.
- Equip the Small Generating facility generators capable of operating under voltage reactive power mode, active power reactive power mode, and constant reactive power mode as per IEEE standard 1547-2018. This project shall be capable of activating each of these modes one at a time. The Public Utility reserves the right to specify any mode and settings within the limits of IEEE standard 1547-2018 needed before or after the Small Generating facility enters service. The Applicant shall be responsible for implementing settings modifications and mode selections as requested by the Public Utility within an acceptable timeframe.
- Operate the Small Generating facility so minimum power quality requirements in PacifiCorp's Engineering Handbook section 1C are met, the standards are available at <https://www.pacificpower.net/about/power-quality-standards.html>. Requirements specified in the System Impact Study that exceed requirements in the Engineering Handbook section 1C power quality standards shall apply.
- Install a transformer that will hold the phase to neutral voltages within limits when the Small Generating facility is isolated with the Public Utility's local system until the generation disconnects.
- Review and update settings as necessary of the Applicant's relay to perform the following functions:
  - Detect faults on the Applicant's system.
  - Monitor the voltage and react to under or over frequency, and / or magnitude of the voltage.

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- Receive transfer trip from field recloser RC4036 and Bly substation.
- Terminate the Public Utility provided control cable running from the Public Utility's radio system into the Applicant's relay.
- Provide the Public Utility Level 2 password control of the relay to ensure no settings changes that could impact the Public Utility's Electric Distribution System without the Public Utility's consent.
- Provide the Public Utility a Professional Engineer ("PE") stamped maintenance plan for the Applicant's relay equipment.

**PUBLIC UTILITY TO BE RESPONSIBLE FOR**

- Observe and provide acceptance of the relay settings in the Applicant recloser relay.
- Install an approximately 45-foot pole with an antenna and cabinet at the base in which a radio system will be installed.
- Coordinate with the Applicant to make the cable connection between the Public Utility's radio equipment to the Applicant's relay to support the required transfer trip schemes.
- Observe and provide acceptance of the functionality of the transfer trip schemes.

**OTHER**

The following outlines the design, procurement, construction, installation, and ownership of equipment past the Point of Interconnection.

**PUBLIC UTILITY TO BE RESPONSIBLE FOR**

- Electric Distribution System Upgrades
  - At line recloser RC4036 install an antenna and cabinet at the base of the pole in which a radio system will be installed.
  - Modify the settings of line recloser RC4036 to support the required transfer trip scheme.
- Bly Substation
  - Install an approximately 30-foot monopole tower with two antennas.
  - Install cable from the tower to the substation control building to a new communications panel with SEL radio systems.
  - Modify relay settings to support the required transfer trip scheme.
- Transfer Trip Scheme
  - Develop and implement a transfer trip scheme to disconnect the Applicant's Small Generating facility for the following system abnormal conditions:
    - Opening of field recloser RC4036
    - Opening of circuit breaker 5L14 substation

**EXHIBIT D-1**  
**SELLER'S MOTIVE FORCE PLAN**  
*[Seller to complete]*

**A. MONTHLY DELIVERY SCHEDULES AND SCHEDULED MAINTENANCE**

<b>Month</b>	<b>Average Energy (kWh)</b>
January	87,035
February	160,647
March	346,809
April	583,349
May	516,773
June	334,181
July	147,775
August	120,675
September	104,498
October	57,630
November	66,158
December	63,755
Total	2,589,283

*[Seller to provide an estimate of the average annual and monthly Net Output of the Facility and explain the basis for the estimate.]*

At a capacity factor of approximately 25% and accounting for water conditions, the Facility's average annual Net Output over the term of the Agreement is expected to be 2,589,283kWh.

The expected monthly averages over the term of the Agreement are as set forth in the table above.

Minor and major overhauls are anticipated after every 5 to 20, respectively years of operation. Minor overhauls will take approximately 1-2 months to complete. Major overhauls will take approximately 10 months to complete.

**B. MINIMUM ANNUAL DELIVERY CALCULATION**

*[Seller to 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 Minimum Annual Delivery of the facility is expected to be 325,000 kWh. This scenario would occur if the Facility experienced downtime due to low flows or other outages. This value includes time allowance for downtime due to routine maintenance, major overhauls, and unanticipated outages of short duration.

#### **C. MAXIMUM ANNUAL DELIVERY CALCULATION**

*[Seller to specify the estimated Maximum Annual Delivery of the Facility and explain the basis for the estimate.]*

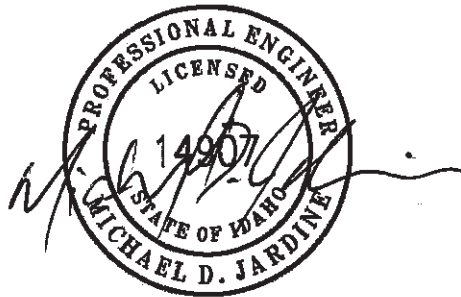
The Maximum Annual Delivery of the facility is expected to be 4,464,000 kWh. This assumes that the Facility receives higher than average flows during the year.

## EXHIBIT D-2

### DECLARATION OF LICENSED PROFESSIONAL ENGINEER

The undersigned, Michael D. Jardine, on behalf of myself, reviewed the Power Purchase Agreement between Sprague Hydro LLC and PacifiCorp. I, being familiar with the Sprague Hydroelectric facility, do declare that the facility is likely capable under average conditions foreseeable during the term of this contract, being through December 31, 2038, of meeting the Seller's estimated average, maximum, and minimum Net Output as stated in sections 4.2, 4.3 and Exhibit D-1 of this agreement.

By Michael D. Jardine



Date 7-05-23

**EXHIBIT E**  
**FORM OF SELLER AUTHORIZATION TO RELEASE**  
**GENERATION DATA TO PACIFICORP**

**Sprague Hydro LLC**  
**711 E Turtle Point Drive**  
**Ivins, UT 84738**

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

**RE: Sprague Hydro Interconnection Request**

Dear Sir:

Sprague Hydro LLC ("Seller") hereby voluntarily authorizes PacifiCorp's Transmission business unit to share Seller's interconnection information with marketing function employees of PacifiCorp, including but not limited to those in Energy Supply Management. Seller acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.



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Name: Ted S. Sorenson, Manager

Date: 7/20/23

**EXHIBIT F**  
**STANDARD AVOIDED COST RATES SCHEDULE AND PRICING SUMMARY**  
**TABLE**

<b>Calendar Year</b>		
	<b>On-Peak Price (cents/kWh)</b>	<b>Off-Peak Price (cents/kWh)</b>
2024	11.54	7.46
2025	11.41	7.68
2026	5.72	3.73
2027	6.04	4.01
2028	6.22	4.15
2029	6.39	4.28
2030	6.47	4.31
2031	6.69	4.49
2032	6.96	4.71
2033	7.17	4.87
2034	7.40	5.04
2035	7.49	5.09
2036	7.65	5.19
2037	7.95	5.44
2038	8.25	5.69



**AVOIDED COST PURCHASES FROM  
ELIGIBLE QUALIFYING FACILITIES**

Page 1

**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)

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**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)

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**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.

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(continued)**Effective for service on and after February 26, 2020**

**AVOIDED COST PURCHASES FROM  
ELIGIBLE QUALIFYING FACILITIES**

Page 6

**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)
2023	13.84	7.59	13.61	7.35	0.23
2024	11.54	7.46	11.34	7.26	0.20
2025	11.41	7.68	11.14	7.41	0.27
2026	5.72	3.73	5.67	3.45	0.29
2027	6.04	4.01	5.96	3.69	0.33
2028	6.22	4.15	6.14	3.81	0.34
2029	6.39	4.28	6.47	4.10	0.18
2030	6.47	4.31	6.57	4.14	0.16
2031	6.69	4.49	6.92	4.44	0.05
2032	6.96	4.71	7.17	4.64	0.07
2033	7.17	4.87	7.44	4.85	0.02
2034	7.40	5.04	7.67	5.03	0.01
2035	7.49	5.09	7.77	5.07	0.02
2036	7.65	5.19	7.94	5.18	0.01
2037	7.95	5.44	8.25	5.44	0.00
2038	8.25	5.69	8.57	5.69	0.00
2039	8.54	5.93	8.86	5.92	0.00
2040	8.88	6.20	9.19	6.19	0.01

(1) Standard Resource Sufficiency Period ends December 31, 2025 and Standard Resource Deficiency Period begins January 1, 2026.

(2) The avoided cost price has been reduced by wind or solar integration charges applicable to QF resources located in PacifiCorp's Balancing Area Authority (BAA) (in-system). If wind or solar QF resource is not in PacifiCorp's BAA, prices will be increased by the applicable integration charge.

(continued)

**Effective for service on and after July 1, 2023**



**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)
2023	13.24	6.98	13.24	6.98	0.61
2024	11.35	7.27	11.35	7.27	0.19
2025	11.29	7.56	11.29	7.56	0.12
2026	4.25	3.64	4.30	3.64	0.09
2027	4.39	3.78	4.44	3.78	0.24
2028	4.55	3.92	4.60	3.92	0.23
2029	4.88	4.24	4.93	4.24	0.04
2030	4.91	4.25	4.96	4.25	0.05
2031	5.14	4.47	5.19	4.47	0.02
2032	5.37	4.68	5.42	4.68	0.03
2033	5.56	4.86	5.62	4.86	0.01
2034	5.75	5.03	5.81	5.03	0.01
2035	5.81	5.07	5.87	5.07	0.01
2036	5.93	5.18	5.99	5.18	0.01
2037	6.20	5.44	6.26	5.44	0.00
2038	6.47	5.69	6.53	5.69	0.00
2039	6.72	5.92	6.78	5.92	0.00
2040	6.98	6.17	7.05	6.17	0.03

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

(continued)

**Effective for service on and after July 1, 2023**

**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)
2023	13.84	7.59	13.61	7.35	0.23
2024	11.54	7.46	11.34	7.26	0.20
2025	11.41	7.68	11.14	7.41	0.27
2026	5.35	3.16	3.90	2.87	0.29
2027	5.27	3.55	3.75	3.23	0.33
2028	5.32	3.73	3.76	3.39	0.34
2029	5.22	3.70	3.79	3.52	0.18
2030	5.27	3.81	3.84	3.65	0.16
2031	5.29	3.75	3.94	3.70	0.05
2032	5.34	3.95	3.95	3.88	0.07
2033	5.32	4.09	3.95	4.07	0.02
2034	5.43	4.17	4.03	4.15	0.01
2035	5.62	4.18	4.19	4.16	0.02
2036	5.89	4.07	4.43	4.06	0.01
2037	5.89	4.30	4.41	4.30	0.00
2038	5.99	4.42	4.48	4.42	0.00
2039	6.11	4.53	4.57	4.53	0.00
2040	6.37	4.50	4.78	4.48	0.01

(1) For the purpose of determining: (i) when the Renewable Qualifying Facility is entitled to renewable avoided cost prices; and (ii) the ownership of environmental attributes and the transfer of Green Tags to PacifiCorp, Renewable Sufficiency Period ends December 31, 2025 and Renewable Deficiency Period begins January 1, 2026.

(2) The avoided cost price has been reduced by wind or solar integration charges applicable to QF resources located in PacifiCorp's Balancing Area Authority (BAA) (in-system). If wind or solar QF resource is not in PacifiCorp's BAA, prices will be increased by the applicable integration charge.

(continued)

**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)
2023	12.24	12.24	12.12	12.12	0.61
2024	10.70	10.70	10.62	10.62	0.19
2025	10.69	10.69	10.62	10.62	0.12
2026	2.60	2.60	2.89	2.89	0.09
2027	2.40	2.40	2.70	2.70	0.24
2028	2.42	2.42	2.74	2.74	0.23
2029	2.47	2.47	2.79	2.79	0.04
2030	2.47	2.47	2.80	2.80	0.05
2031	2.45	2.45	2.79	2.79	0.02
2032	2.46	2.46	2.81	2.81	0.03
2033	2.43	2.43	2.79	2.79	0.01
2034	2.47	2.47	2.84	2.84	0.01
2035	2.58	2.58	2.95	2.95	0.01
2036	2.73	2.73	3.10	3.10	0.01
2037	2.70	2.70	3.09	3.09	0.00
2038	2.75	2.75	3.14	3.14	0.00
2039	2.80	2.80	3.20	3.20	0.00
2040	2.92	2.92	3.32	3.32	0.03

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

(continued)

**Effective for service on and after July 1, 2023**

**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](http://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.

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**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).



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**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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**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.

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(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 services<sup>1</sup> 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.

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<sup>1</sup> 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.

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(continued)

**Effective for service on and after February 26, 2020**

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**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.

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(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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**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**

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

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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 <sup>(2)</sup>
	\$/KW-Month	\$/KW-Month	\$/KW-Month	\$/KW-Month	\$/MWh
2020 <sup>(3)</sup>	\$0.523	\$0.012	\$0.038	<b>\$0.574</b>	\$0.43
2021	\$0.536	\$0.013	\$0.039	<b>\$0.588</b>	\$0.45
2022	\$0.549	\$0.013	\$0.040	<b>\$0.603</b>	\$0.49
2023	\$0.563	\$0.013	\$0.041	<b>\$0.618</b>	\$0.53
2024	\$0.577	\$0.014	\$0.042	<b>\$0.633</b>	\$0.59
2025	\$0.592	\$0.014	\$0.043	<b>\$0.649</b>	\$0.64
2026	\$0.607	\$0.014	\$0.045	<b>\$0.666</b>	\$0.68
2027	\$0.622	\$0.015	\$0.046	<b>\$0.682</b>	\$0.68
2028	\$0.637	\$0.015	\$0.047	<b>\$0.699</b>	\$0.68
2029	\$0.653	\$0.016	\$0.048	<b>\$0.717</b>	\$0.74
2030	\$0.669	\$0.016	\$0.049	<b>\$0.735</b>	\$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**