



825 NE Multnomah, Suite 2000
Portland, Oregon 97232

February 11, 2020

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
201 High Street SE, Suite 100
Salem, OR 97301-1166

Attn: Filing Center

RE: UM 1610—PacifiCorp's Third Amended Application for Approval of Compliance Filing

On December 11, 2019, PacifiCorp, d/b/a Pacific Power submitted for filing its Second Amended Application for Approval of Compliance Filing in the above referenced docket. Since that filing, PacifiCorp has had additional discussions with Commission Staff. Based on those discussions, the Company submits for filing its Third Amended Application for Approval of Compliance Filing.

If you have questions about this filing, please contact Cathie Allen, Regulatory Affairs Manager, at (503) 813-5934.

Sincerely,

Etta Lockey
Vice President, Regulation

Enclosures

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1610

In the Matter of

PUBLIC UTILITY COMMISSION OF
OREGON,

Investigation Into Qualifying Facility
Contracting and Pricing.

**PACIFICORP’S THIRD AMENDED
APPLICATION FOR APPROVAL OF
COMPLIANCE FILING**

In Order 19-172, the Public Utility Commission of Oregon (Commission) directed PacifiCorp to file revised qualifying facility (QF) tariffs and standard contract language that accommodate two methods of allocating costs to QFs sited in load pockets that require incremental third-party transmission service: (1) the direct pass-through of actual costs for incremental third-party transmission;¹ and (2) “the procurement of long-term, firm, point-to-point transmission from a third-party transmission provider,” obtained in five-year increments.² To facilitate the latter option, the Commission directed that PacifiCorp also submit a third-party transmission cost forecasting methodology, “based on the transmission provider’s published rate at the time a legally enforceable option is formed and for the QF’s location.”³

Consistent with the Commission’s order, on July 12, 2019, PacifiCorp filed its Application for Approval of Compliance Filing (Initial Application), which included its revised Standard and Non-Standard Avoided Cost Rate schedules that incorporated the above two options for QFs to reimburse PacifiCorp for incremental third-party transmission costs, and filed

¹ *In the Matter of Pub. Util. Comm’n of Or. Investigation into Qualifying Facility Contracting and Pricing*, Docket No. UM 1610, Order No. 19-172 at 10 (May 13, 2019).

² Order No. 19-172 at 11.

³ Order No. 19-172 at 11.

a corresponding power purchase agreement (PPA) exhibit (Exhibit [X])⁴ to be included in both Standard and Non-Standard QF PPAs. Subsequently, on August 9, 2019, in an Amended Application for Approval of Compliance Filing (First Amended Application), PacifiCorp filed revised Standard and Non-Standard Avoided Cost Rate schedules, and the corresponding PPA Exhibit [X], to correct several minor issues the company had identified in its initial application and to respond to a number of requests made by Renewable Energy Coalition and the Community Renewable Energy Association in their comments filed on July 29, 2019. After further discussions with Commission Staff, PacifiCorp made several significant modifications and clarifications to both the Standard and Non-Standard Avoided Cost Rate schedules as well as the form of Exhibit [X], which were submitted in a Second Amended Application for Approval of Compliance Filing (Second Amended Application) on December 11, 2019. The primary modification was to move the content of what was originally proposed as an exhibit for incorporation into Standard and Non-Standard QF PPAs into a new exhibit to the Standard and Non-Standard Avoided Cost Rate schedules, titled “Exhibit A – Transmission Service for Excess Generation.” In addition, PacifiCorp moved language that was originally proposed in the revised Standard and Non-Standard Avoided Cost Rate schedules to the newly incorporated Exhibit A of such schedules and added Table A to Exhibit A, which contains the fixed monthly transmission service components by year for Bonneville Power Administration (BPA) and Portland General Electric (PGE).

Following the filing of the company’s Second Amended Application, Staff discovered an error and requested additional clarifications. Specifically, the company has made the following

⁴ It was styled “Exhibit [X]” simply to reflect the fact that the actual exhibit reference could vary depending on any final negotiated PPA.

changes in both the Standard Avoided Cost Rate and the Non-Standard Avoided Costs Rate schedules, which are contained in Attachment A to this Application:

- Language was added to Option 1, direct pass-through of actual costs, in the Standard Avoided Cost Rate and the Non-Standard Avoided Costs Rate schedules that within 10 days of a request, PacifiCorp will provide supporting documentation of the actual costs incurred by the company and for which it is requesting reimbursement;
- Language was added to Option 2, fixed forecasted costs, in the Standard Avoided Cost Rate and the Non-Standard Avoided Costs Rate schedules to clarify that the company will provide workpapers and any other pertinent material supporting the calculation of the proposed monthly fixed charge;
- Table A for BPA was corrected for a math error in summing the long term point-to-point and the scheduling, control and dispatch components by year of BPA's fixed monthly transmission rate; and
- Language was added to Note 1 of the BPA Table and Note 2 of the PGE Table to explain that on each five year anniversary of the start date under the transmission service agreement between PacifiCorp and PGE, the loss component in the Fixed Monthly Transmission Rate will be adjusted based on the applicable forecasted Standard Avoided Cost rates provided in Table A then in effect.

PacifiCorp's proposed methodology for determining a fixed, forecast rate for incremental long-term, firm, point-to-point transmission service is consistent with the Commission's direction in Order 19-172. The third amended Standard and Non-Standard Avoided Cost Rate schedules, including Exhibit A to both schedules, set forth a clear and accurate procedure

evaluating the need for third-party transmission, a QF's election of either a pass-through or fixed forecast option for reimbursing PacifiCorp for such third-party transmission costs incurred, and a QF's contractual rights as they relate to the setting and updating of such third-party transmission costs in a QF PPA. PacifiCorp therefore respectfully requests that the Commission approve its Third Amended Application as consistent with the Commission's direction.

Respectfully submitted this 11th day of February, 2020, on behalf of PacifiCorp.



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Counsel for PacifiCorp d/b/a/ Pacific Power

Attachment A

Standard Avoided Cost Rate

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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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 (1,3)		Wind QF (2,3)	
	On-Peak Energy Price	Off-Peak Energy Price	On-Peak Energy Price	Off-Peak Energy Price
	(a)	(b)	(c)	(d)
2019	3.54	2.43	3.48	2.37
2020	3.15	2.20	3.08	2.14
2021	3.18	2.41	3.12	2.35
2022	3.47	2.68	3.40	2.62
2023	3.71	2.90	3.65	2.84
2024	4.17	3.22	4.10	3.15
2025	4.48	3.46	4.41	3.39
2026	4.76	3.71	4.69	3.64
2027	4.73	3.72	4.66	3.65
2028	4.74	3.74	4.67	3.67
2029	5.12	4.07	5.05	3.99
2030	7.24	4.31	5.11	4.23
2031	7.53	4.55	5.36	4.47
2032	7.83	4.79	5.62	4.70
2033	8.13	5.02	5.87	4.94
2034	8.43	5.25	6.12	5.17
2035	8.29	5.05	5.93	4.96
2036	8.41	5.10	6.01	5.01

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Effective for service on and after February 26, 2020

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

Deliveries During Calendar Year	Fixed Solar QF (2,3)		Tracking Solar QF (2,3)	
	On-Peak Energy Price (e)	Off-Peak Energy Price (f)	On-Peak Energy Price (g)	Off-Peak Energy Price (h)
2019	3.48	2.36	3.48	2.36
CC2020	3.08	2.13	3.08	2.13
2021	3.11	2.34	3.11	2.34
2022	3.40	2.61	3.40	2.61
2023	3.64	2.83	3.64	2.83
2024	4.10	3.15	4.10	3.15
2025	4.40	3.39	4.40	3.39
2026	4.69	3.63	4.69	3.63
2027	4.66	3.64	4.66	3.64
2028	4.66	3.66	4.66	3.66
2029	5.04	3.98	5.04	3.98
2030	8.44	4.23	8.65	4.23
2031	8.77	4.46	8.98	4.46
2032	9.10	4.70	9.31	4.70
2033	9.42	4.93	9.64	4.93
2034	9.74	5.16	9.97	5.16
2035	9.63	4.95	9.86	4.95
2036	9.78	5.01	10.01	5.01

- (1) Capacity Contribution to Peak for Avoided Proxy Resource and Base Load QF resource are assumed 100%.
- (2) The standard avoided cost price for wind and solar QFs located in PacifiCorp's balancing authority area (BAA) are reduced by an integration charge of \$0.57/MWh (\$2016) and solar integration charge of \$0.60/MWh (\$2016), respectively.
- For Solar and Wind QFs not located in PacifiCorp's BAA, the renewable avoided cost price will be increased by wind integration charge of \$0.57/MWh (\$2016) and solar integration charge of \$0.60/MWh (\$2016), respectively.
- (3) Standard Resource Sufficiency Period ends December 31, 2029 and Standard Resource Deficiency Period begins January 1, 2030.

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Effective for service on and after February 26, 2020

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

Deliveries During Calendar Year	Renewable Base Load QF (1,4)		Wind QF (1,2,3)	
	On-Peak Energy Price (a)	Off-Peak Energy Price (b)	On-Peak Energy Price (c)	Off-Peak Energy Price (d)
2019	3.54	2.43	3.48	2.37
2020	3.15	2.20	3.08	2.14
2021	4.06	1.44	1.74	1.37
2022	4.13	1.51	1.76	1.45
2023	4.20	1.58	1.77	1.52
2024	4.30	1.62	1.82	1.55
2025	4.40	1.66	1.85	1.59
2026	4.49	1.71	1.89	1.64
2027	4.58	1.75	1.92	1.68
2028	4.68	1.80	1.96	1.72
2029	4.78	1.84	2.00	1.76
2030	4.88	1.88	2.04	1.81
2031	4.98	1.93	2.08	1.85
2032	5.08	1.98	2.12	1.90
2033	5.17	2.03	2.15	1.95
2034	5.28	2.07	2.20	1.99
2035	5.40	2.10	2.25	2.02
2036	5.51	2.14	2.30	2.05

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

Deliveries During Calendar Year	Fixed Solar QF (1,2,3)		Tracking Solar QF (1,2,3)	
	On-Peak Energy Price	Off-Peak Energy Price	On-Peak Energy Price	Off-Peak Energy Price
	(e)	(f)	(g)	(h)
2019	3.48	2.36	3.48	2.36
2020	3.08	2.13	3.08	2.13
2021	4.41	1.37	4.71	1.37
2022	4.49	1.44	4.80	1.44
2023	4.58	1.51	4.89	1.51
2024	4.68	1.54	5.01	1.54
2025	4.79	1.58	5.12	1.58
2026	4.89	1.63	5.22	1.63
2027	4.99	1.67	5.33	1.67
2028	5.09	1.72	5.45	1.72
2029	5.20	1.75	5.56	1.75
2030	5.31	1.80	5.68	1.80
2031	5.42	1.84	5.79	1.84
2032	5.53	1.89	5.91	1.89
2033	5.64	1.94	6.03	1.94
2034	5.75	1.98	6.15	1.98
2035	5.88	2.01	6.29	2.01
2036	6.00	2.05	6.42	2.05

- (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, 2020 and Renewable Deficiency Period begins January 1, 2021.
- (2) During the Renewable Resource Sufficiency Period, the renewable avoided cost price for a wind and solar Qualifying Facility located in PacifiCorp's BAA is reduced by wind integration charge of \$0.57/MWh (\$2016) and solar integration charge of \$0.60/MWh (\$2016), respectively.
For Solar and Wind QFs not located in PacifiCorp's BAA, the renewable avoided cost price will be increased by the avoided wind integration charge of \$0.57/MWh (\$2016) and solar integration charge of \$0.60/MWh (\$2016), respectively.
- (3) During the Renewable Resource Deficiency Period, the renewable avoided cost price for a solar Qualifying Facility located in PacifiCorp's BAA is reduced by the difference between the solar integration charge of \$0.60/MWh (\$2016) and wind integration charge of \$0.57/MWh (\$2016). For a wind Qualifying Facility located in PacifiCorp's (BAA), the adjustment is zero. For a solar Qualifying Facility not located in PacifiCorp's BAA, the renewable avoided cost price for solar QF will be increased by the difference between the solar integration and wind integration charges.
- (4) During the Renewable Resource Deficiency Period, the renewable avoided cost price for Base Load is increased by the avoided wind integration charge of \$0.57/MWh (\$2016).

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Effective for service on and after February 26, 2020

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Qualifying Facilities Contracting Procedure

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

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

1. Eligible Qualifying Facilities

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

I. Process for Completing a Power Purchase Agreement

A. Communications

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

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

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

B. Procedures

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

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

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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)

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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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Effective for service on and after February 26, 2020

Exhibit A to Oregon Standard Avoided Cost Rate Schedule

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

(N)

Option 1 – Direct pass-through of actual costs.

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

Option 2 – Fixed forecasted costs.

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

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

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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.

(continued)

(N)

(N)

4. **Option 2 – Fixed forecasted costs (continued)**

(N)

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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(N)

(continued)

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

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

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

Where:

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

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

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

Bonneville Power Administration

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

Notes:

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

(continued)

Effective for service on and after February 26, 2020

(N)

(N)

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

Notes:

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

Effective for service on and after February 26, 2020

(N)

(N)

Non-Standard Avoided Cost Rates

Non-Firm Market Index Avoided Cost Prices (continued)

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 Qualifying Facilities will reflect integration costs.

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.

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 Non-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 Non-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.

(continued)

Effective for service on and after February 26, 2020

(N)

(N)

(M)

Transmission Cost Adjustment Options (continued)

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 Non-Standard Avoided Cost Rate Schedule, including Table A of Exhibit A.

(N)

(N)

Qualifying Facilities Contracting Procedure

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
QF Requests
Resource & Commercial Strategy
825 NE Multnomah St, Suite 600
Portland, Oregon 97232
QFrequests@pacificorp.com

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.

(M)

B. Procedures

1. To obtain an indicative pricing proposal with respect to a proposed project, the owner must provide electronically, preferred, or in writing to the Company general project information reasonably required for the development of indicative pricing, including, but not limited to:
 - a) generation technology and other related technology applicable to the site
 - b) design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system
 - c) quantity, firmness, and timing of daily and monthly power deliveries (including project ability to respond to dispatch orders from the Company and maintenance schedule)
 - d) proposed site location and electrical interconnection point
 - e) proposed on-line date and outstanding permitting requirements
 - f) demonstration of ability to obtain QF status
 - g) fuel type(s) and source(s)
 - h) plans for fuel and transportation agreements
 - i) proposed contract term and pricing provisions
 - j) status of interconnection arrangements

(M)

(continued)

B. Procedures (continued)

2. The Company shall not be obligated to provide an indicative pricing proposal until all information described in Paragraph 1 has been received in writing from the Qualifying Facility owner. Within 30 days following receipt of all information required in Paragraph 1, the Company will provide the owner with an indicative pricing proposal, which may include other indicative contract terms and conditions as allowed under federal law, state law, and as approved by the Commission, tailored to the individual characteristics of the proposed project. Indicative non-renewable prices will be calculated using the partial displacement differential revenue requirement, or PDDRR, method as approved by the Commission in Order No. 16-174. Consistent with Order No. 16-174 the floor for non-standard avoided cost prices is the wholesale power price forecast that is used to set sufficiency period avoided cost prices in standard QF contracts under Schedule 37. Indicative renewable pricing will be calculated using the methodology consistent with Commission Order No. 07-360 and Order No. 18-131.

The indicative pricing proposal may be used by the owner to make determinations regarding project planning, financing and feasibility. However, such prices are merely indicative and are not final and binding. Prices and other terms and conditions are only final and binding to the extent contained in a power purchase agreement executed by both parties. The Company will provide the owner with the indicative prices and a description of the methodology used to develop the prices.

3. If the owner desires to proceed forward with the project after reviewing the Company's indicative pricing proposal, it may request in writing that the Company prepare a draft power purchase agreement to serve as the basis for negotiations between the parties. In connection with such request, the owner must provide the Company with any additional project information that the Company reasonably determines to be necessary for the preparation of a draft power purchase agreement, which may include, but shall not be limited to:
- a) updated information of the categories described in Paragraph B.1,
 - b) evidence of adequate control of proposed site
 - c) identification of, and timelines for obtaining any necessary governmental permits, approvals or authorizations
 - d) assurance of fuel supply or motive force
 - e) anticipated timelines for completion of key project milestones
 - f) evidence that any necessary interconnection studies have been completed and assurance that the necessary interconnection arrangements are being made.

(continued)

Effective for service on and after February 26, 2020

(M)

(M)

B. Procedures (continued)

(M)

4. The Company shall not be obligated to provide the owner with a draft power purchase agreement until all information required pursuant to Paragraph 3 has been received by the Company in writing. Within 30 days following receipt of all information required pursuant to paragraph 3, the Company shall provide the owner with a draft power purchase agreement containing a comprehensive set of proposed terms and conditions, including specific pricing for purchases from the project. Such draft shall serve as the basis for subsequent negotiations between the parties and, unless clearly indicated, shall not be construed as a binding proposal by the Company.
5. After reviewing the draft power purchase agreement, the owner may prepare an initial set of written comments and proposals regarding the draft power purchase agreement and forward such comments and proposals to the Company. The Company shall not be obligated to commence negotiations with a Qualifying Facility owner until the Company has received an initial set of written comments and proposals from the Qualifying Facility owner. Following the Company's receipt of such comments and proposals, the owner may contact the Company to schedule contract negotiations at such times and places as are mutually agreeable to the parties. In connection with such negotiations, the Company:
 - a) will not unreasonably delay negotiations and will respond in good faith to any additions, deletions or modifications to the draft power purchase agreement that are proposed by the owner
 - b) may request to visit the site of the proposed project if such a visit has not previously occurred
 - c) will update its pricing proposals at appropriate intervals to accommodate any changes to the Company's avoided-cost calculations, the proposed project or proposed terms of the draft power purchase agreement
 - d) may request any additional information from the owner necessary to finalize the terms of the power purchase agreement and satisfy the Company's due diligence with respect to the project.
6. When both parties are in full agreement as to all terms and conditions of the power purchase agreement, the Company will prepare and forward to the owner a final, executable version of the agreement within 15 business days. 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.
7. At any time after 60 days from the date that Qualifying Facility has provided its written notification pursuant to Paragraph 5, the Qualifying Facility may file a complaint with the Commission asking the Commission to adjudicate any unresolved contract terms or conditions.

(M)

(continued)

Exhibit A to Oregon Non-Standard Avoided Cost Rates
Transmission Services for Excess Generation

(N)

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.

(N)

(continued)

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

(N)

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.

(N)

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

(continued)

3. Option 2 – Fixed forecasted costs (continued)

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

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

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

(continued)

(N)

(N)

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. (N)

(This space intentionally left blank)

(N)

(continued)

TABLE A

(N)

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

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

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

Where:

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

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

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

Bonneville Power Administration

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

Notes:

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

(N)

(continued)

Effective for service on and after February 26, 2020

TABLE A

(N)

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

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

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

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

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

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

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

Portland General Electric

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

Notes:

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

(N)

Effective for service on and after February 26, 2020